



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By:** Thomas Weber **Phone #:** 854-4629

**Division Director/Manager:** Jon A. White, Director, Natural Resources & Environmental Quality Division

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

**Sponsoring Court Member:** County Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Receive comments regarding the adoption of proposed changes to the Travis County Code to update and strengthen water quality protection requirements, including the repeal of Chapter 108, the repeal of various provisions in Chapter 82, the revision of certain provisions in Chapters 82 and 64, the addition of new Subchapters H – K to Chapter 82, and the addition of new Chapter 104.

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

In the recent past, the Travis County Commissioners' Court adopted rules and policies for the protection of the County's significant and unique water resources. These include requirements for the management of floodplains, the siting of solid waste facilities, the set-aside of lands for natural resource protection, the adoption of a joint development code with the City of Austin, and the setting of "interim" water quality requirements for areas outside of municipal Extra Territorial Jurisdictions (ETJs). Although this is substantial progress, gaps remain in County requirements both geographically and in terms of comprehensiveness. These regulatory gaps should be filled. Furthermore, federal and state requirements mandate that the County update its water quality protection requirements so that they are consistent with recent changes.

Elimination and abatement of polluted storm water runoff from private and public development construction sites has emerged as a regulatory priority across the country and Texas. The U.S. Environmental Protection Agency (EPA) adopted rules effective February 1, 2010 and current proposals by the TCEQ set new standards and expectations on all operators of a municipal separate storm sewer system (MS4). Travis County is a designated small MS4 due to its extensive urbanization and has entered the fifth and final year of implementing a required Storm Water Management Plan (SWMP). Travis County's MS4 permit and its SWMP establish August 12, 2012 as the latest date on which to adopt final rules to set the minimum standards and practices acceptable under the federal/state framework.

The County's MS4 permit sets out a broad mandate requiring the County to implement rules that:

- cover our entire jurisdiction;
- control construction sites disturbing more than one acre of land;
- ensure developments adequately manage runoff after being built;
- eliminate pollutant discharges into our storm sewers from industrial and commercial enterprises;
- reduce pollutants in runoff from road construction; and
- set out enforcement policies that will deter and correct violations.

For all these reasons, these proposed rules are comprehensive and time sensitive.

The components of the proposed rules include:

A. The addition of new Subchapters H – K into existing Chapter 82:

Subchapters H and I specify the requirements under which a plat application, a Basic Development Permit application, or a BMP Maintenance Permit application would be considered, to ensure an approval meets the water quality protection standards. Subchapter J would apply to permitted construction site owners and operators, to ensure Storm Water Pollution Prevention Plans (SWP3s) are carried out as designed. Subchapter K would apply water quality protection standards to County or private roadway and right of way construction projects. Exhibit 1 includes the text of the proposed new Subchapters H - K and a matrix showing how the proposed requirements apply to various development applications.

B. The addition of new Chapter 104 into the Travis County Code:

This chapter would specify requirements and prohibitions applicable to any person who discharges pollutants into the County MS4. The chapter describes allowable de minimus pollutant discharges. It also codifies and clarifies the existing enforcement policy TNR utilizes to address violation of water quality protection requirements. Exhibit 2 includes the text of the proposed new Chapter 104.

C. The repeal of Chapter 108 and the repeal of various provisions of Chapter 82:

Under the proposed rules, all of Chapter 108 (Tree Preservation Rules) would be repealed. The essential provisions are incorporated into the new Subchapter K. In Chapter 82, the following would be repealed: Sections 82.204(c)(25)(B), 82.209, 82.211, and 82.302(g). Each of these repealed provisions would be re-numbered as a new section that is either kept substantially the same or modified and updated. Exhibit 3 is a table that lists and describes each provision proposed for repeal and the new section that will replace it, including information on whether the existing provision is being modified.

D. The amendment of various provisions of Chapter 82 and Chapter 64:

1. Some definitions that pertain to water quality protection requirements would be modified or added,
  2. Cross references would be added to pertinent standards in Subchapters H – K that apply to development proposals,
  3. Development standards pertaining to water quality protection would be added,
  4. Various provisions would be "cleaned up" for greater clarity,
  5. A new Section 82.302(g) would update the County design standards for driveway approaches to R.O.W., and
  6. Amendments to 82.401 would revise and expand construction fiscal security requirements to ensure construction site stabilization.
- Exhibit 4 is a "legislative" version showing all proposed insertions and deletions comprising these amendments. Exhibit 5 shows four new construction drawing details proposed for driveway approaches.

### **STAFF RECOMMENDATIONS:**

TNR recommends hearing public comment at Commissioners' Court on February 7, 2012, to provide the public an opportunity to provide comment on the proposed rules. TNR took extensive steps to encourage and invite public comment on this rule making. Today's proposal resulted from significant changes to the rules, based upon internal and external comments received. On March 15, 2011, the Commissioners' Court approved a public participation process to vet the first draft proposal. This included creation of a website and a unique web address for receipt of comments. Due to the sheer volume of proposed changes, the rules were released in three parts in the timeframe of March through May and a schedule for submittal of comments was set. In response to queries, staff extended the timeframe for responding to the draft rules to accommodate stakeholders.

With each of the three releases, an e-mail was sent to a wide spectrum of local interested parties representing municipal and State agencies, advocacy groups for environmental protection, land developers, planners, engineering groups, mining interests, and trade organizations. The e-mail group contained approximately 110 stakeholders. TNR received numerous responses and recommended changes to the rules. TNR staff had several meetings with individual parties that facilitated the resolution of particular issues of concern.

In advance of today's proposal to the Commissioners' Court, TNR staff provided an e-mail to the same group of stakeholders to invite written comment on this proposal. If particular parties are interested, staff also stands ready to meet and discuss this proposal and any concerns with it over the next several weeks.

## **ISSUES AND OPPORTUNITIES:**

Collectively, the proposed rules would result in greater protection and maintenance of water quality in Travis County rivers, streams, and lakes. These proposals would also expand consistency between jurisdictions in a manner that should make development design and approval processes more efficient and cost-effective.

The proposed rules would apply to all of Travis County, including all municipal ETJs, except for subdivision development proposals in the City of Austin ETJ, since water quality requirements are already in effect there under Title 30 of the Joint City/County Code. This represents an expansion of the scope of County environmental quality requirements, since the 2005 "interim" rule does not apply in any ETJ, and the 2010 Lake Travis rules only apply within that lake's watershed.

In developing the proposed rules, TNR has reviewed rules of other jurisdictions, particularly the City of Austin (COA) and LCRA, and we have sought to harmonize requirements so that consistency is expanded to greater areas of Travis County. Significant examples include the proposed adoption of the following:

- Adopting the use of technical guidance manuals already prepared by LCRA for western watersheds and COA for eastern watersheds.
- Establishing the same water quality volume requirements as LCRA for western watersheds and the same as COA for eastern watersheds and a western watershed in the COA ETJ.
- Implementing requirements for storm water personnel qualifications that are derived from COA (with an 18 mo. phase-in period).
- Adopting, in the western watersheds, critical environmental feature and waterway setbacks that are equivalent to existing LCRA requirements.
- Adopting requirements for submittal of an environmental assessment that were derived from COA requirements.
- Adopting fiscal security requirements for construction site stabilization that were derived from the LCRA Highland Lakes Watershed Ordinance (HLWO) requirements.
- Adopting a list of 23 "allowable non-storm water" discharges that are consistent with the TCEQ Storm Water General Permit and that take into consideration COA allowable discharges.

The proposed rules include requirements for water quality protection that are more protective than what the County currently has in place. We believe these more protective requirements are justified based on TNR staff regulatory experience and professional judgment, local topographic challenges, the sensitivity of local aquatic ecosystems, the TCEQ's construction general permit, TCEQ's proposed MS4 general permit, new EPA requirements set forth in Title 40, Part 450 of the Code of Federal Regulations, and the EPA-approved Total Maximum Daily

Load applicable to the Gilleland Creek watershed. These more rigorous requirements include:

- Additional environmental requirements to that must be included when fair notice of a master development plan is provided.
- A system for TNR issuance of Best Management Practice (BMP) Maintenance Permits that was derived from requirements of Harris County and LCRA, annual renewals, an annual fee, and an alternative method for a permittee to educate workers and residents on pollution prevention in lieu of paying an annual fee.
- Technical standards for control of storm water from construction activities based upon existing technical guidelines developed in Central Texas (LCRA, COA, Edwards Aquifer rules); standards are more rigorous and provide greater environmental protection for more difficult site conditions and larger areas of land disturbance.
- New requirements for the control of mining and quarrying, with an emphasis on site stabilization, post-mining reclamation, and fiscal security. This section is derived from local LCRA and COA requirements and review of rules established in Missouri and Wisconsin.
- Cut and fill requirements that include additional engineering design safeguards and standards relating to fill disposal and the quality of fill material.
- Setbacks from waterways in eastern watersheds that would provide greater protection of headwater streams draining 64 acres or more (existing rules are for 320 acres or greater).
- Subdivision plat notes that prohibit certain activities in setback areas near waterways and critical environmental features.
- Storm water construction site inspection requirements derived from TCEQ general permit requirements and a requirement that certain inspection reports be submitted to TNR program staff.
- Submittal format and construction plan sheet requirements for storm water management details that are on par with existing Chapter 82 standards for roads and drainage ways.
- Requirements for erosion and sediment control and post-construction water quality ponds that would apply to County roadway projects, private roadway and drainage easement projects, and construction of utilities.
- A requirement that as-built drawings be submitted at final inspection of a subdivision or site to facilitate County geo-referencing of structures for our MS4 map.
- Sustainable roadway standards that are alternatives to current practices (road designs without curbs, use of native/drought resistant seed mixes, and use of Low Impact Development techniques)
- A clear standard for unaccepted roadway responsibility.
- A requirement that requires notice of any spill of hazardous materials if the spill could affect a water supply or a county road.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Processes and enforcement of the proposed rules will likely challenge existing staff resources in the long-term. The current downturn in development activity greatly reduces short-term impacts on staff resources. Simultaneous with this rule making, TNR is increasing its efficiency by establishing data systems to manage processing of development requests. The proposed new Section 82.918 would authorize fees payable annually and when re-inspection of a water quality control structure is necessary. A fee schedule will be proposed for Court consideration at the time this rule is adopted. Depending upon the schedule approved, the fees may cover additional staffing necessary to administer and enforce the new BMP Maintenance Permit program.

**ATTACHMENTS/EXHIBITS:**

Exhibit 1 - Proposed new Subchapters H - K, Chapter 82 and matrix entitled "Applicability Guidelines"

Exhibit 2 - Proposed new Chapter 104

Exhibit 3 - Table showing disposition of repealed Code provisions

Exhibit 4 - "Legislative" version with proposed insertions and deletions to Chapter 82 and Chapter 64

Exhibit 5 - Construction drawing details proposed for driveway approaches

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	Division Director, NREQ	TNR	854-7212

**CC:**

Thomas Weber	Dave Fowler	Anna Bowlin	Stacey Scheffel
Teresa Calkins	Julie Joe		

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**Applicability Details  
Water Quality Protection Requirements**

Application Type	Size or Range	Area Disturbed	Critical Attributes <sup>1</sup>	SWP3 Summary	SWP3	Permanent WQ Control	BMP Maint. Permit	Setbacks (CEFs & Waterway)	Tree Protection in ROW	Environmental Assessment	Preliminary SWP3	Record Drawings
<b>Citation</b>	82.931		82.931(e)	82.931(e)	82.935	82.944	82.917	82.941	82.973	82.942	82.939	82.604(h)
<b>Residential Lot</b>	<10,000 sf IC	<1 acre	N/A	N/A <sup>2</sup>	N/A <sup>2</sup>	N/A	N/A	N/A				N/A
		>1 acre	NO	YES	YES <sup>3</sup>	N/A	N/A	YES				NO
	>10,000 sf IC	<1 acre	N/A	N/A <sup>2</sup>	N/A <sup>2</sup>	YES <sup>4</sup>	NO	YES				NO
			YES	YES	YES	YES <sup>4</sup>	NO	YES				NO
		>1 acre	NO	YES	YES <sup>3</sup>	YES <sup>4</sup>	NO	YES				NO
			YES	YES	YES	YES	NO	NO	YES <sup>6</sup>			
	Any size within Common Plan of Development		NO	YES	YES <sup>3</sup>	NO	NO	YES <sup>6</sup>				NO
			YES	YES	YES							NO
<b>Utility or Construction in ROW</b>		<3,000 sf			N/A <sup>3</sup>			YES	NO	YES <sup>7</sup>	N/A	N/A
		3000 sf to 1 acre			N/A <sup>3</sup>			YES	NO	YES <sup>7</sup>		YES
		1 – 3 acre			YES			YES	YES	YES <sup>7</sup>		YES
		>3 acres			YES			YES	YES	YES		YES
<b>Preliminary Subdivision Plan</b>	<10 ac residential or <3 ac commercial				NO	YES		YES	YES	YES	NO	
	10 ac residential, 3 ac commercial, or greater				NO	YES		YES	YES	YES	YES	
<b>Final Sub-division Plat</b>	Short Form				NO	YES		YES	N/A	YES		
	Long Form				NO	YES		YES	YES	NO		
<b>Subdivision Construction Plan</b>					YES	YES	YES <sup>5</sup>	YES <sup>6</sup>	YES	NO		YES
<b>Commercial Site Constr. Plan</b>					YES <sup>8</sup>	YES	YES <sup>5</sup>	YES	YES	YES <sup>7</sup>	YES (If >3 acres)	YES

<sup>1</sup> Critical attributes include site conditions prone to erosion, development within setback area; and access and appurtenances to a dock, wharf, pier, or marina.

<sup>2</sup> Although the SWP3 Summary and SWP3 are not required on these project types, the owner or operator must implement erosion and sediment controls in compliance with the general requirements of Section 82.934(a) and (b)(3) – (4). Travis County has prepared a brochure with guidance on these minimum requirements.

<sup>3</sup> For these project types, the SWP3 must be prepared and implemented, but it does not need to be submitted to Travis County with the application.

<sup>4</sup> The requirement for these project types only apply in a Western Watershed, as defined in Section 82.002.

<sup>5</sup> The BMP Maintenance Permit is not required except for projects that disturb a total of 3 acres or more. The permit must be obtained after the approved construction has been completed.

<sup>6</sup> The setback must be described as outside of the limits of construction, in accordance with any approved subdivision plat.

<sup>7</sup> When the proposal is <3 acres, an abbreviated environmental assessment that identifies critical feature and waterway setbacks must be provided.

<sup>8</sup> A SWP3 is not required for a small construction project, as defined in Section 82.002. The owner or operator must implement erosion and sediment controls in compliance with the general requirements of Section 82.934(a) and (b)(3) – (4). Travis County has prepared a brochure with guidance on these minimum requirements.



# EXHIBIT 1

## **Title VII. Improvements -- Subtitle A. Roads**

### **Chapter 82. Standards for Construction of Streets and Drainage in Subdivisions.**

#### ***Subchapter H. Water Quality Protection – General.***

- 82.910. Purpose.
- 82.911. Authority
- 82.912. Geographic Scope.
- 82.913. Applicability.
- 82.914. Environmental Review.
- 82.915. Pre-development Planning.
- 82.916. Other Environmental Authorizations Required.
- 82.917. BMP Maintenance Permit.
- 82.918. Fees.
- 82.919. Outreach in lieu of Fees.
- 82.920. Fiscal Security.
- 82.921. Variances.

#### ***Subchapter I. Submittal Requirements and Water Quality Protection Standards.***

- 82.931. Minimum Requirements for Environmental Review.
- 82.932. Standards and Requirements for Technical Adequacy.
- 82.933. Technical Criteria.
- 82.934. General Storm Water Management Requirements for Construction Activities.
- 82.935. Storm Water Pollution Prevention Plan.
- 82.936. Erosion and Sediment Control Best Management Practices.
- 82.937. Other Controls and Pollution Prevention Measures for Construction Activities.
- 82.938. Erosion and Sediment Control Maintenance Requirements for Construction Activities.
- 82.939. Preliminary Storm Water Pollution Prevention Plan.
- 82.940. Effluent Quality. [Reserved]
- 82.941. Setbacks from Critical Environmental Features and Waterways.
- 82.942. Environmental Assessment.
- 82.943. Cut and Fill.
- 82.944. Permanent Water Quality Control.
- 82.945. Requirements for Quarries and Mines.
- 82.946. Subdivision Plat Notes.

#### ***Subchapter J. Storm Water Pollution Prevention Plan Inspections.***

- 82.950. Pre-Construction Conference Required.
- 82.951. Owner and Primary Operator SWP3 Inspections.
- 82.952. Submittal of SWP3 Operator Inspection Reports.
- 82.953. Submittal of Engineer's Concurrence Letter.

#### ***Subchapter K. Roadways and Rights of Way.***

- 82.970. Erosion and Sedimentation Control for Roadways and Drainage Easements.
- 82.971. Sustainable Roadways.

- 82.972. Native Vegetation.
- 82.973. Tree Preservation.
- 82.974. Responsibility for Unaccepted Roadways.

## ***Subchapter H. Water Quality Protection – General***

**82.910. Purpose.** The purpose of subchapters H - K is to provide the regulated community and the public a consolidated set of water quality requirements that apply to applications for Travis County development permits, preliminary plans, plats, and construction plans. This chapter includes requirements for the environmental review of applications. These subchapters include the substantive, minimum environmental technical standards and guidelines that can be approved during the application process. The scope of these subchapters includes requirements that will control, reduce, and eliminate the discharge of pollutants into the Travis County storm sewer system and water in the State through the proper management of storm water and drainage while achieving optimal management of floodplains to prevent loss of property and human life.

### **82.911. Authority**

(a) Subchapters H – K are adopted under the authority granted to a County by Texas Local Government Code, Chapter 232, to adopt rules governing plats and subdivisions of land within the unincorporated area of the county to promote the health, safety, morals, or general welfare of the county and the safe, orderly, and healthful development of the unincorporated area of the county.

(b) Subchapters H – K are adopted under the authority granted to this County by Texas Local Government Code, Chapter 573, to take any necessary or proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system (Section 402, Federal Water Pollution Control Act (33 U.S.C. Section 1342)). The storm water permitting program requires Travis County to develop and implement controls that will reduce or eliminate pollutant discharges in Texas waterways, for the protection of human health and the maintenance and protection of environmental quality.

(c) Subchapters H – K are adopted under the authority granted to a County by Texas Water Code, Chapter 16, to take all necessary and reasonable actions to comply with the requirements and criteria of the National Flood Insurance Program, to promote public health, safety, and general welfare.

**82.912. Geographic Scope.** Subchapters H – K apply to all unincorporated areas within Travis County, including areas within the ETJ of any municipality, except that requirements are not applicable to a subdivision development within the ETJ of any municipality that has an executed agreement with Travis County that provides for a single office review and where a joint city/county code of subdivision regulations exists pursuant to Section 242.001(d)(4) of the Texas Local Government Code. Requirements of other jurisdictions may be applied to a development beyond those specified in this chapter or in the Travis County Code. An applicant is responsible for determining the requirements of any other applicable federal, state, or local jurisdiction.

### **82.913. Applicability.**

- (a) Subchapters H, I, and K apply to the processing of new applications for a preliminary plan, final plat, subdivision construction plan, residential development, single lot development, commercial development, or any development that requires a basic development permit.
- (b) Subchapters H, I, and K apply to the processing of applications to amend or propose revisions of an approved preliminary plan, final plat, subdivision construction plan, residential development, single lot development, commercial development, or any development that requires a basic development permit. Non-substantive revisions or minor corrections are not subject to re-submittal and re-approval of an application. Revisions that are defined as redevelopment are not subject to re-submittal and re-approval of an application.
- (c) Subchapters H, I, and K apply to the construction, operation, and maintenance of private and public roadways, including rights-of-ways.
- (d) Subchapter J applies to an owner and an operator of a development approved by the County Executive, requiring implementation of specific water quality management practices at sites under construction.
- (e) This subchapter applies to the owner of certain permanent water quality controls who is required to obtain and comply with a BMP Maintenance Permit upon completion of each structural permanent water quality control required for an authorized development.
- (f) The standards and requirements of Subchapters H, I, and K apply to the following development application proposals, although specific standards and requirements are not applicable to each and every proposal, as identified in the provisions of these subchapters:
  - (1) An application for a development permit or subdivision development that proposes 10,000 square feet or greater of impervious cover or where one acre or more of land would be disturbed;
  - (2) An application for development that would disturb less than one acre of land but is a part of a common plan of development where the overall development would disturb one acre or more of land; and
  - (3) Other development applications, including for utility placement, right of way construction, single lot or parcel construction, a driveway, or an OSSF, that propose less than 10,000 square feet of impervious cover or where less than one acre of land would be disturbed must comply with Section 82.934(a) and (b)(3) – (4), as a minimum, including following technical guidelines for ESC provided by Travis County.

**82.914. Environmental Review.**

(a) One complete copy of any application shall be provided when an application is submitted, in addition to any number of copies required by Chapter 64 of the Travis County Code for a basic development permit application, and in addition to any number of copies required by Section 82.201(b) of this chapter.

(b) Development within the Lake Travis Watershed is subject to the provisions of the Highland Lakes Watershed Ordinance promulgated by the Lower Colorado River Authority and the Travis County Code. A person who seeks to engage in development in the Lake Travis Watershed must:

- (1) Submit any development application, including revisions to an application and required supporting information, to the Lower Colorado River Authority at the same time as it is provided to the County Executive; and
- (2) If additional information is required to be provided to the County Executive as a part of the review process for a development application, submitted the same additional information at the same time to the Lower Colorado River Authority.

**82.915. Pre-development Planning.** Before submitting an application for a development permit for a Subdivision Development greater than 20 acres in area or a Commercial Development greater than three acres in area, an applicant shall arrange a pre-development/concept plan meeting. The meeting will focus on the proposed land plan, slopes, buffers, critical environmental features, and water quality management practices for construction activities and post-construction storm water management, and may include a site investigation.

**82.916. Other Environmental Authorizations Required.** The County Executive provides a checklist to assist applicants in determining some of the more typical requirements.

- (a) Each applicant seeking a development permit shall submit documentation that demonstrates that the proposed development complies with the following statutes, rules, and regulations:
  - (1) the LCRA Highland Lakes Watershed Ordinance, if the application includes development in the Lake Travis watershed;
  - (2) the TCEQ Edwards Aquifer requirements at 30 Texas Administrative Code Chapter 213, if the application includes development that overlies the Edwards Aquifer Recharge Zone or Edwards Aquifer Contributing Zone;
  - (3) Section 10 of the federal Endangered Species Act;
  - (4) Section 10 of the federal Rivers and Harbors Act or Section 404 of the federal Clean Water Act;

- (5) the requirements of a municipality within an extra-territorial jurisdiction;
- (6) The TCEQ industrial or municipal solid waste management requirements under Chapter 361, Health and Safety Code;
- (7) Texas Pollutant Discharge Elimination System (TPDES) requirements under Section 402 of the federal Clean Water Act, Section 26.027, Water Code, or Section 26.040, Water Code, including a TCEQ permit for waste discharge into or adjacent to water in the state, a Notice of Intent (NOI) along with a Storm Water Pollution Prevention Plan (SWP3) discharge of storm water from a construction or industrial activity; and
  - (8) The TCEQ Dam Safety requirements at 30 Texas Administrative Code Chapter 299, if the application includes a proposal to construct a dam to impound water and City of Austin Drainage Criteria Manual Dam Safety requirements, if within the City of Austin ETJ.
- (b) Except as identified in subsection (c), if any of the statutes, rules, or regulations listed in Subsection (a) do not apply to the proposed development, an applicant must submit:
  - (1) documentation of that fact from the respective entity with enforcement authority over the statute, rule, or regulation, or,
  - (2) if documentation of that fact from the respective entity with enforcement authority over the statute, rule, or regulation is unavailable, *bona fide* documentation of that fact from a qualified professional along with supporting information.
- (c) The County Executive may accept a statement from the applicant indicating documentation from a qualified professional is not necessary, in an instance where the development proposal is clearly not subject to one or more of the statutes, rules, or regulations listed in subsection (a).
- (d) A copy of the SWP3 identified in paragraph (a)(7) of this section is not required with an application for a preliminary plan or final plat. It shall be submitted for review prior to approving a subdivision construction plan or site development construction plan.

**82.917. BMP Maintenance Permit.**

- (a) A BMP Maintenance Permit must be obtained by each owner of a constructed subdivision or commercial site development of three or greater acres in size. Unless the County Executive has waived the requirement for a BMP Maintenance Permit pursuant to subsection (i) of this section, an owner, or to the owner's legally-authorized assignee, must upon completion of the infrastructure for each structural, permanent water quality control required for the authorized development, obtain a BMP Maintenance Permit from the County Executive.

- (b) If a subsequent owner, maintenance association, or property owner's association does not accept the assignment of ownership of the permanent water quality control, the owner who developed the site shall remain subject to the terms of the BMP Maintenance Permit until an assignment occurs or until the subsequent owner, maintenance association, or property owner's association accepts responsibility for compliance with a BMP Maintenance Permit.
- (c) Along with the engineer's concurrence letter required pursuant to Section 82.953, the owner, or to the owner's legally-authorized assignee, shall submit a BMP Maintenance Permit application that includes a maintenance plan and the information necessary to verify that each water quality control is in proper operating condition. An applicant for a BMP Maintenance Permit must remit the required, nonrefundable fee pursuant to Section 82.918.
- (d) The holder of the BMP Maintenance Permit must maintain the water quality control in proper operating condition in accordance with the approved Permit maintenance plan and the applicable technical criteria cited in Section 82.933.
- (e) Upon written notice from the Inspector that inadequacies requiring corrective action exist, the permit holder must perform the necessary maintenance actions enumerated by the Inspector to bring the water quality control into proper operating condition.
- (f) Not later than 30 days after a change in ownership or operation of a water quality control, the new owner or operator must submit an application for a new BMP Maintenance Permit. When issued, the responsibility for the water quality control transfers from the previous permit holder to the new permit holder.
- (g) A BMP Maintenance Permit will be issued for a term not to exceed one year. The owner or operator of record has the continuing obligation to apply for renewal of the BMP Maintenance Permit at least 30 days prior to the permit term's expiration. It is the obligation of the owner or operator to specify in the renewal application whenever any necessary changes in maintenance or operation of the water quality control occur.
- (h) Pre-existing Water Quality Control. The owner or operator of a water quality control authorized or completed prior to [insert effective date of this rule] and after August 12, 2007, shall submit an application for a BMP Maintenance Permit no later than February 28, 2013. If received by February 28, 2013, the initial application fee will be waived.
- (i) The County Executive will waive the requirement for a BMP Maintenance Permit in instances when:
  - (1) a jurisdiction overlaps with the jurisdiction of Travis County and requires a similar permit or authorization from the owner or operator, including an



authorization under 30 Texas Administrative Code Chapter 213 (Edwards Aquifer) or the HLWO;

(2) a municipality, including a district, maintains the permanent water quality control; or

(3) the permanent water quality control is within the City of Austin ETJ.

### **82.918. Fees.**

(a) Except as provided by subsection (c), a BMP Maintenance Permit fee is required along with each permit application, including for the initial or renewal application. The fee amount for each application type that shall be remitted is established by the Commissioners Court.

(b) A re-inspection fee is required from the permit holder after on-site inspection of the water quality control whenever it is determined the water quality control has not been maintained in substantial compliance with the maintenance plan provided pursuant to 82.917(c), or when the water quality control is inoperable. The re-inspection fee amount is established by the Commissioners Court. The re-inspection fee shall be remitted within 30 days of notice of the inspection result. Failure to pay a re-inspection fee within the required timeframe or to complete the necessary corrective actions may result in enforcement remedies allowable by law.

(c) A BMP Maintenance Permit renewal fee will be waived when a complete renewal application is submitted along with the required documentation of employee and public outreach as described in Section 82.919.

### **82.919. Outreach in lieu of Fee.**

(a) A person who has been issued a BMP Maintenance Permit pursuant to Section 82.917 of this chapter is encouraged to publish and disseminate information to inform and educate the general public on day-to-day practices that will prevent the deterioration of water quality from sources that drain, or have the potential to drain, to the storm sewer system.

(b) The format of the outreach may be a brochure, newsletter, attachment or hyperlink in an e-mail, or similar method, so long as it is received by each residential owner within a subdivision and, in the case of a commercial development, by all owners, tenants, and employees of the establishments therein.

(c) In a residential subdivision, the information provided should focus on activities and practices of residential households that may cause water pollution if done improperly, such as motor vehicle maintenance, use of lawn and garden chemicals, trash and waste management, painting, and home repair. The information should give advice on proper methods that will prevent runoff of pollutants and the proper disposal methods that prevent pollution.

(d) In a commercial development, the information should focus on activities specific to the establishments that are being operated in the development.

(e) In both residential subdivisions and commercial developments, the outreach materials should describe the maintenance and operation responsibilities of the permit holder, the drainage relationship of individual households or establishments to the permanent water quality control structure, and the responsibility of all to minimize adverse impacts on storm water that is discharged from the control structure.

(f) A renewal fee for a BMP Maintenance Permit will be waived each year that complete documentation of employee or residential outreach is submitted along with a renewal application.

(g) Documentation must include:

(1) A copy of the outreach material disseminated, consistent with the guidelines of this section;

(2) A signed statement from the permit holder certifying the date(s) within the prior twelve month period (permit term) when the materials were disseminated;

(3) A listing of the persons and business owners, as applicable, who were provided the information and the method by which each received it;

(4) For a commercial development, documentation of materials being provided to each business owner or business manager will be adequate, so long as multiple copies are provided, so that the business owner can provide one copy to each employee.

(h) After review and if determined not to be adequate, the permit applicant shall either provide the required fee within 14 days to complete the renewal application, or will be provided 30 days to remedy the deficiency through additional outreach.

**82.920. Fiscal Security.** Approval of a permit application for a commercial site development and for a subdivision development is contingent upon the execution of fiscal security in accordance with the requirements of section 82.401 of the Code.

**82.921. Variance.**

(a) Any applicant for a permit or plat may apply for a variance from the requirements of this chapter. A variance may be sought only on the basis that the imposition of the requirements of this chapter for the issuance of a permit to the applicant constitutes an exceptional hardship. Any variance from this chapter's requirements that would also require a variance from the requirements of Chapter 64 of the Code must be considered as separate decisions, even if at the same time, and in addition to the requirements of this section.

(b) An applicant may file a request for variance at any time. However, no variance may be granted after an applicant has complied with the provisions of this chapter. An applicant shall file the application with a written request, must include all information necessary to allow the

Commissioners Court to make the findings specified in subsection (c) of this section, and shall additionally include:

- (1) The particular requirement from which a variance is sought;
- (2) The nature of the hardship presented by the imposition of the requirement;
- (3) The proposed alternative method or procedure to be utilized in lieu of the required method, practice or procedure that is proposed;
- (4) A justification that describes how the alternative method or procedure will provide at least an equivalent level of environmental protection;
- (5) The estimated cost in dollars of complying with the requirement;
- (6) The estimated cost in dollars of construction by the proposed alternative method or procedure;
- (7) The size, in acres, of the land area or the number of lots affected by the proposed alternative method or procedure;

(c) The Commissioners Court may grant a variance from a requirement of this chapter after determining that:

- (1) the requirement will deprive the applicant of a privilege or the safety of property given to owners of other similarly situated property with approximately contemporaneous development;
- (2) the variance:
  - (A) is not based on a condition caused by the method chosen by the applicant to develop the property, unless the development method provides greater overall environmental protection than is achievable without the variance;
  - (B) is the minimum change necessary to avoid the deprivation of a privilege given to other property owners, to allow a reasonable, economic use of the entire property, and to allow a reasonable use of the entire property; and
  - (C) does not create a significant probability of harmful environmental consequences; and
- (3) development with the variance will result in environmental protection that is at least equal to the environmental protection achievable without the variance.

(d) Mere economic or financial hardship alone does not constitute an exceptional hardship that justifies the granting of a variance.

***Subchapter I. Submittal Requirements and Water Quality Protection Standards.***

**82.931. Submittal Requirements for Environmental Review.** In addition to any other requirement of the Code, an application must include the information specified in this section.

- (a) For a preliminary plan or a commercial site development plan, the application must include:
- (1) Except for small construction projects, an environmental assessment as specified in Section 82.942 including a survey of critical environmental features, waterways, and proposed setbacks that comply with applicable standards;
  - (2) For a preliminary subdivision plan of ten acres or greater or a commercial site development plan of three acres or greater, a storm water management plan consisting of:
    - i. Permanent water quality controls and a summary that describes how the proposed permanent water quality controls comply with applicable water quality standards and are compatible with drainage plan standards; and
    - ii. A preliminary SWP3, in accordance with Section 82.939 , that includes a summary describing how the storm water controls will comply with applicable SWP3 standards for the proposed construction;
  - (3) For a preliminary plan, standard subdivision plat notes for a long form final plat that conform to Section 82.946; and
  - (4) For a commercial site development plan proposing a mine or quarry, an application must include the information specified in paragraphs (1) and (2) and the information required by Section 82.945(c)(4).
- (b) For a short form final plat, an application must include the information specified in subsection (a), except that the storm water management plan need only be a general description of the future improvements planned for the site, if no construction improvements are included in the proposal.
- (c) For a long form final plat, the plat must show:
- (1) Subdivision boundaries, configuration, and extent and lot and easement locations and sizes, all of which must comply with all applicable standards, including all applicable standards regarding critical environmental features;
  - (2) The location of all critical environmental features and waterways with required buffers and easements in accordance with Section 82.941 of this subchapter;

- (3) The location of any required permanent water quality controls, consistency with the drainage plan, and compatibility of the plat with proposed SWP3 controls for construction; and
  - (4) Standard plat notes required for the applicable site features and design as required by Section 82.946.
- (d) For a subdivision construction plan or commercial site development construction plan:
- (1) The application must include general construction notes that reference the SWP3 and storm water management controls for the project in accordance with Section 82.935(g)(1) and (2) and Section 82.946;
  - (2) Except for small construction projects, the application must include:
    - (A) SWP3 description information in standard format plan sheets or pages in accordance with Section 82.935(a) - (f) and (h) and Section 82.946, except for projects disturbing less than one acre;
    - (B) SWP3 ESC site plan and detail sheets, in accordance with Section 82.935(g)(3), including other BMPs as appropriate, and Section 82.946;
    - (C) permanent BMP Plan Sheet(s) showing the design and details of permanent water quality controls compatible with drainage plan standards, in accordance with Section 82.935(g)(4) and Section 82.946; and
    - (D) fiscal surety documentation for erosion and sediment controls in accordance with Section 82.401 of the Code.
  - (3) For a commercial site development that will use an OSSF, the application must include documentation by the applicant that the OSSF construction area will be included in the erosion and sediment controls and SWP3 coverage for the site development project.
- (e) Residential construction submittal.
- (1) For residential construction on one lot or land parcel with one or more acres of land disturbance:
    - (A) An applicant must submit a SWP3 Summary prepared in a format approved by the County Executive that includes:
      - i. The name, signature, and contact information of the primary operator, the owner, and their authorized representatives;
      - ii. the location, address, and legal description of each parcel or lot where construction disturbance will occur;

- iii. the location where the SWP3 will be kept for inspection;
- iv. contact information and qualifications of the person(s) who prepared the SWP3 and who will perform the SWP3 inspections;
- v. the estimated start and end dates of the construction activities; and
- vi. if the applicant is proposing to share coverage using an existing SWP3, the SWP3 Summary must include a statement of eligibility for such coverage from the primary operator and documentation that the authorized representative of the existing SWP3 accepts this arrangement.

(B) A copy of the SWP3, or an approval of the SWP3, is not required to be submitted if the SWP3 Summary is provided in accordance with Subparagraph (A), except that for proposals with the following project attributes, the SWP3 must be submitted for approval:

- i. a project that includes critical site improvements as that term is defined in Section 82.936(c)(1);
- ii. a project proposing a yard, hiking trail, or a recharge basin in a critical environmental feature setback listed in Section 82.941(e);
- iii. a project along Lake Travis or the Colorado River downstream from Lady Bird Lake to provide necessary access and appurtenances to a boat dock, pier, wharf, or marina, if the project complies with Section 82.941(j)(2) and is approved by the County Executive; and
- iv. a low impact park development if it complies with Section 82.941(j)(3) and is approved by the County Executive.

(C)

(2) For residential construction on one lot or land parcel with less than one acre of land disturbance, an applicant must submit:

- (A) a County form that specifies that the applicant will implement the proper use of ESC and BMPs to minimize water quality impacts associated with the land disturbance; and
- (B) a SWP3 Summary and SWP3 with appropriate ESC measures if the area of land disturbance includes any of the project attributes identified in

Section 82.931(e)(1)(B) and the development proposal will include more than 10,000 square feet of impervious cover.

- (3) For residential construction on one or multiple lots located in a common plan of development, an applicant must submit the information specified in Section 82.931(e)(1)(A) – (B), except that if less than one (1) acre of land will be disturbed and there is a single owner or operator, the applicant may submit a written request an exemption from the requirements of Section 82.931(e)(1)(A). The County Executive may grant the exemption if the applicant provides adequate documentation of exemption status and the information specified in Section 82.931(e)(2)(A).
- (4) For single lot residential construction proposing to add 10,000 square feet or greater of impervious cover within a Western Watershed outside of the City of Austin ETJ, an applicant shall additionally provide a proposal for additional permanent BMPs to meet the requirements of Section 82.933(c).

(f) Utility or Construction in Right-of-Way Permit:

- (1) For a project with less than one acre of land disturbance, including a project scope defined as a small construction project, the applicant shall specify use of standard ESC plan BMPs and standard construction details to be used in the construction process, in conformance with Section 82.934(a) and (b)(3) – (4) and Sections 82.970 – 82.974.
- (2) For a project with one or more acres of land disturbance, the applicant shall submit information equivalent to that provided with a site development construction plan (pursuant to Subsection (d) of this section), along with a tree assessment, in compliance with Section 82.973.

(g) Submittal of Notices. In addition to the submittal requirements of subsections (a) – (f), each applicant must provide the County Executive the following notices:

- (1) An applicant must submit a Construction Site Notice (CSN) with the application, if construction is to commence within 30 days of permit approval, but in no case shall the CSN be submitted later than two days prior to the start of construction activity; and
- (2) An applicant must provide, with the application, a copy of the Notice of Intent (NOI) submitted to the Texas Commission on Environmental quality if the land disturbance will be five acres or greater and if construction is to commence within 30 days of permit approval, but in no case shall the NOI be submitted later than seven days prior to the start of construction activity.



**82.932. Standards and Requirements for Technical Adequacy.** Sections 82.933 – 82.946 and Sections 82.970 – 82.974 describe the standards and requirements that apply to applications under environmental review pursuant to the Code.

**82.933. Technical Criteria.**

(a) In addition to the other requirements of this chapter, the following technical criteria manuals apply, except that any changes to the manuals subsequent to the effective date of this subsection shall not take effect until approved by the Commissioners Court:

(1) Technical criteria for best management practices and water quality controls in eastern watersheds and in the ETJ of the City of Austin are those contained in the City of Austin Environmental Criteria Manual (effective [insert date of rule adoption]). Alternate technical criteria and standard details may be required, on a case-by-case basis, in consideration of site-specific conditions.

(2) Technical criteria for best management practices and water quality controls in western watersheds, except within the ETJ of the City of Austin, are those in the LCRA HLWO Water Quality Management Technical Manual (effective July 1, 2007), provided that to the extent of any conflict, in watersheds contributing to the Edwards Aquifer the owner may use any equivalent or more stringent technical criteria in TCEQ's Complying with the Edwards Aquifer Rules: Technical Guidance and Best Management Practices (RG-348).

(b) The County may require alternate technical criteria and standard details may be required, on a case-by-case basis, in consideration of site-specific conditions.

(c) The County may approve alternate technical criteria proposed by an applicant if it finds that the applicant has presented data that demonstrates that the alternative technical criteria are justified by the site constraints and other similar factors and provide equivalent water quality protection to the criteria described in Subsections (a) and (b).

**82.934. General Storm Water Management Requirements for Construction Activities.**

(a) Temporary and permanent best management practices shall be employed to prevent polluted storm water runoff from all construction and development activities from entering water in the State during the construction process until final site stabilization is complete.

(b) Responsibilities of an Owner and Operator.

(1) An owner and a primary operator of a property where construction activity occurs are each responsible for implementing approved site plans, construction plans, and specifications, maintaining day-to-day operational control of construction activities, developing and implementing SWP3s, if required, and implementing BMPs in accordance with this section.

(2) A SWP3 must be developed and implemented in accordance with this section for:

(A) Any construction activity or common plan of development for which a Travis County development permit is required and that disturbs one or more acres of land;  
and

(B) An individual lot in a common plan of development that disturbs less than one acre of land but is within a common plan of development that is one acre or greater in size.

(3) In those instances where there is less than one acre of land disturbance and neither the owner nor primary operator is required to develop and implement an SWP3, the owner and the primary operator must still implement BMPs appropriate to the scope of the construction activities in compliance with this section.

(4) If sediment escapes a project site, the owner or operator must remove any accumulations that adversely affect off-site property and water in the State.

(A) Accumulations must be removed at a frequency that eliminates or minimizes to the maximum extent practicable any adverse impacts, and the removal must be accomplished prior to the next rain event whenever feasible.

(B) If the owner or operator does not own or operate the off-site conveyance, the work must be accomplished by working with the owner or operator of the property to remove the sediment.

(C) The removal and remediation work for any off-site sediment impacts proposed by the owner or operator of the construction site must be approved by the off-site property owner and the County Executive, prior to such work being done.

(D) The proposal must demonstrate that no further adverse environmental impacts will result from the remediation work.

(E) In an instance of a discharge of any pollutant, including an accidental or intentional discharge, that poses a significant threat or an actual impact to human health, safety, or environmental quality, the provisions and time lines specified in this paragraph do not apply and the person responsible must comply with section 104.008 and immediately take all necessary steps to ensure containment of a discharge source and cleanup of the released pollutants.

(5) The primary operator and secondary operator of a property where construction activity occurs are responsible for complying with the conditions outlined in Part III, Section B of TPDES General Permit TXR150000 issued by the TCEQ on February 15, 2008, and these conditions as described in a subsequent renewal or amended permit.

(c) Qualifications for SWP3 Design and Inspection. For any project being constructed after [18 months from effective date] that requires a Travis County development permit and an SWP3,

the SWP3 must be designed, certified, inspected, and approved only by individuals with the proper qualifications and certifications, as described below:

- (1) Only a Texas-licensed professional engineer or a Certified Professional in Erosion and Sediment Control (“CPESC”) may design and develop an SWP3.
  - (2) For projects required by this chapter to prepare a SWP3 and to have an engineer certification of the construction plans, only a Texas-licensed professional engineer may seal any engineering calculations that may be required for the SWP3.
  - (3) Only a CPESC, a Certified Erosion, Sediment, and Storm Water Inspector (“CESSWI”), and a Certified Inspector of Erosion and Sediment Control (“CIESC”) may perform SWP3 inspections and sign SWP3 Inspection Reports required by Section 82.951.
  - (4) An individual who can demonstrate to the County that the individual has experience or certification equivalent to that of a CPESC, CESSWI, or CIESC may perform the SWP3 inspection and sign each SWP3 Inspection Report required by Section 82.951 for a residential project meeting the scope of Section 82.931(e)(1)(A) i. – v. or residential lots in a common plan of development of three acres or less, when the lots are not constructed concurrently.
- (d) Each owner and primary operator must comply with all applicable requirements for Storm Water Pollution Prevention Plans (SWP3s) and Best Management Practices (BMPs) for construction activities, as described in Sections 82.935 – 82.940 and Sections 82.970 – 82.974.

#### **82.935. Storm Water Pollution Prevention Plan.**

- (a) The contents of the SWP3 that must be submitted to the County Executive for approval as part of an application for a development permit must be equivalent to or provide greater environmental protections than the contents required by TPDES General Permit TXR150000 issued by the TCEQ on February 15, 2008 (and any subsequent renewal or amended permit issued by TCEQ) . The contents of the SWP3 must meet all technical standards specified in this section, Sections 82.936 – 82.940, and Sections 82.970 – 82.974. The SWP3 shall be prepared in the format(s) specified in this section. The SWP3 contents shall be placed within a standard construction plan sheet format or other standard format(s) developed and made available by the County. The County will accept forms developed by the County, the TCEQ, and City of Austin ECM SWP3 formats if they include the additional technical standards specified in this section and Sections 82.936 – 82.940. The SWP3 shall include the contents specified in this section.
- (b) Site and Project Description. Each SWP3 must include the following general site and project description information:
- (1) A description of the nature of the construction activity and a summary of the primary and secondary construction project types and operations planned, including the major construction improvement site features planned;

- (2) A summary list or table of potential pollutants, including sediment from runoff, sediment from non-storm water discharges, solid wastes from miscellaneous construction activities, petroleum hydrocarbons from vehicle and equipment maintenance and asphalt operations, and pollutants from miscellaneous industrial and construction materials, their sources, and proposed controls,. For each pollutant and source, the summary or table must specify the section or location in the SWP3 where the controls for the pollutant are listed and described
- (3) A description of the intended schedule or sequence of construction activities that will disturb soil for major portions of the site, including the construction sequencing information required in Section 82.301(c)(2)(C) and the following additional information:
  - (A) Each construction project and each discrete major phase of a multi-phase construction project or common plan of development shall have a detailed sequence of construction and BMP implementation listed in the SWP3;
  - (B) The detailed sequence of construction and BMP implementation for each project or discrete major project phase shall list major construction operations and site improvements summarized in paragraph (1) of this subsection and the implementation, phasing, and scheduling of all the SWP3 ESC and BMPs required for these operations and improvement features. These include all the erosion source controls, sediment controls, temporary and permanent stabilization controls, and other controls and pollution prevention measures in the approved plans; and
  - (C) The total months estimated from the start of construction to the completion and final stabilization shall be included for the project, including each discrete major phase, if applicable.
- (4) The total number of acres of the entire property and the total number of acres within the entire property where construction activities will occur, including off-site material storage areas and stockpiles of fill, spoil, and borrow areas that are authorized under the same TCEQ NOI or CSN and Travis County development permit;
- (5) The approximate, estimated cubic yards of excess fill material (soil, subsoil, rock) that will be generated by the project cut and fill operations that will require permanent off-site disposal, if any.
- (6) A description of existing and post-construction site conditions, including:
  - (A) The existing soil types at the site, including soil information describing the principal, most extensive soil types in the areas to be disturbed, using reference information from *The Soil Survey of Travis County, Texas*, by the U.S. Dept of Agriculture;

(B) A summary description of existing site conditions, including any existing land development features and the approximate percentage of existing grass cover and tree canopy; and

(C) For a SWP3 prepared for a subdivision or commercial site development required to provide a drainage plan, a summary of slope gradients present, including the approximate percentage of the total site acreage proposed to be disturbed from paragraph (4) that is a zero to five percent grade, a five to ten percent grade, and a greater than ten percent grade. As an alternative, composite slope gradients for the individual drainage areas in the site drainage plan may be added on the ESC sheet drainage areas maps required by Subsection (g)(3)(G).

(7) Any existing critical environmental feature and water in the State to which runoff or a pollutant discharge would be conveyed, either on or adjacent to the construction site;

(8) The name, and segment number, if applicable, of receiving waters at or near the site covered by the SWP3 that may receive discharges from disturbed areas of the project, including the USGS stream type: ephemeral, intermittent, or perennial. If any receiving water is on the TCEQ List of Impaired Waters (relating to the CWA section 303(d)), indicate this and the pollutant parameter(s) and designated or presumed use that does not meet the water quality standard;

(9) The location, description, and authorization number or identifier of any support activity authorized under the owner or primary operator NOI or CSN for this project or Travis County development permit, including an asphalt or concrete batching operation, temporary or permanent fill or staging area, and other activities providing support to this construction site that is authorized under the TCEQ general permit; and

(10) Information on whether the SWP3 and construction plans are in compliance with other applicable approved state and local regulations and permitting requirements in addition to the requirements of the County Executive under the Travis County Code, including those authorizations identified in Section 82.916(a).

(c) Erosion and Sediment Control BMPs. Each SWP3 must include a summary that:

(1) describes all of the ESC and BMPs selected for the project that meet all applicable standards in Sections 82.933 and 82.936;

(2) includes each erosion source control, sediment control, and permanent erosion and soil stabilization control for the project;

(3) lists the individual controls selected and specifies where in the construction plan sheet(s) the details, specifications, schedule of implementation, site plans, and other relevant information for the controls are located;

(4) includes calculations for sediment basins; and

- (5) if requested by the County, calculations for sediment controls other than sediment basins.
- (d) Permanent Storm Water Controls. Each SWP3 must include a summary that:
- (1) describes any permanent storm water control or BMP required by this subchapter that will be installed to control pollutants in a storm water discharge that may occur after construction has terminated; and
  - (2) lists each individual control selected and specifies where in the construction plan sheet(s) the details, specifications, schedule of implementation, site plans, drainage plans, and any other relevant information for the controls are located.
- (e) Other Controls and Pollution Prevention Measures. Each SWP3 must include a summary that:
- (1) includes a description of any controls and pollution prevention measures selected for the project that meet all applicable requirements in Section 82.937;
  - (2) addresses:
    - (A) each non-storm water discharge control;
    - (B) solid waste and hazardous substance management;
    - (C) staging and stockpile area management;
    - (D) fill and spoils management and disposal;
    - (E) materials inventory and management;
    - (F) spill prevention and control; and
    - (G) construction support activity control.
  - (3) includes the standard requirements and the custom controls selected for the project; and
  - (4) specifies where in the construction plan sheet(s) any additional details, specifications, schedule of implementation, and site plans are located.
- (f) Maintenance and Inspection Description. Each SWP3 must include a summary that describes how the maintenance, training, and inspection requirements for the SWP3 meeting the applicable requirements of this chapter. The summary shall include at least the following:

- (1) The general SWP3 implementation and maintenance responsibilities of each responsible primary and secondary operator, including the name and contact information of the responsible part(ies) for the primary operator(s);
  - (2) The name, qualifications, and contact information of the qualified individual who has been designated by the owner to conduct SWP3 inspections;
  - (3) The schedule for SWP3 monitoring inspections and reports;
  - (4) The maintenance and inspection procedures for SWP3 inspection milestones, including: pre-construction, site monitoring, post-rainfall, SWP3 revisions, permanent drainage and water quality system inspections, complaint response, non-compliance, final inspection and final stabilization; and
  - (5) When the name and contact information for the primary operator with day-to-day operational control of the construction site and the qualified SWP3 inspector are not available at the time of permit application review, it shall be provided at or before the pre-construction conference required under Section 82.950, and included in the SWP3 Site Notebook.
  - (6) The applicable training requirements for the site personnel who are responsible for implementing the various requirements of the SWP3 during construction, including each person to be trained on their roles and responsibilities, the type and content of the training to be received by each person, and the training schedule and records for each person.
- (g) ESC and BMP Site Plan Construction Sheets. Construction plan sheets shall show each site plan, specifications, plan details, and implementation requirements for the ESC and other BMPs selected for the project and be included as part of the SWP3. The construction sheets shall be consistent with Section 82.301(c), relating to Engineer's Construction Plan Requirements, and shall also include the following additional items in order to meet all SWP3 requirements:
- (1) Cover Sheet, including a site location map that meets the TCEQ General Permit requirements;
  - (2) General Notes Sheet:
    - (A) Travis County General Construction Notes for subdivision and site development construction, and special notes when necessary, shall be consistent with the SWP3 and include standard notes and references to SWP3 plan sheets, implementation, and inspection requirements as specified.
    - (B) The sequence of construction and BMP implementation shall meet all the requirements listed in paragraph (b)(3) of this section. The sequence of construction may be located in the general notes sheet and referenced in the SWP3 sheets, or *vice versa*, but it must be identical.

- (3) ESC and BMPs Sheets. In addition to items listed in Section 82.301(c)(3), the following items shall be included in ESC BMP Sheets in order to meet all applicable requirements of Sections 82.933, 82.936 – 82.940, and Sections 82.970 – 82.974:
- (A) A Limits of Construction (LOC) line, clearly showing the areas where soil disturbance will occur;
  - (B) Existing and proposed slope contours before and after major grading and permanent site construction improvements;
  - (C) The name and location of each surface water either on, or adjacent to the site that receives storm water discharges from the disturbed areas of the site;
  - (D) Each structural erosion source control proposed and the location, a description of the site phasing and implementation schedule, and relevant plan notes and plan details, including drainage diversion and dissipation details. Non-structural erosion source controls applicable to the ESC and BMP sheets shall be included in plan notes, descriptions, and details.
  - (E) Each sediment control proposed and the location, a description of the site phasing and implementation schedule, and relevant plan notes and plan details, including each sediment pond with design information, sediment trap, perimeter controls, and interior control;
  - (F) Each permanent erosion and soil stabilization control proposed and the location, a description of the site phasing and implementation schedule, and relevant plan notes and plan details, including: temporary stabilization measures, permanent vegetative stabilization measures, and permanent structural erosion control measures;
  - (G) Drainage area boundaries, the acreage of each drainage area, and flow arrows from the project's proposed drainage plan must be included on the site plan maps for structural erosion source controls, temporary sediment controls, and permanent erosion and soil stabilization controls;
  - (H) Each permanent water quality control, other permanent BMPs, areas of waterway or critical environmental feature setbacks, and permanent site improvement proposed for the project;
  - (I) Other controls and pollution prevention measures proposed for which a location on the site plan is necessary and a description of the implementation schedule, plan notes, and plan details as applicable, including each stabilized construction entrance, concrete wash out area, vehicle maintenance and washing area, fuel tankage; dewatering controls for any pond, stream crossings, excavations, and other non-storm water controls.



(J) Depiction of each construction support activity and associated controls on-site or directly adjacent to the site, including each staging and stockpile area, haul road, temporary storage and permanent disposal area for fill and spoil, and asphalt or concrete batching.

(K) Each storm water outfall (existing and planned) and other points, where discharges associated with the construction activities site will occur; and

(L) A complete legend for each symbol used on the plan sheet for the various controls and BMPs, and standard and special specification details and plan notes.

(4) Drainage Layout, Plan and Profile, Detention Water Quality Control Structure, and Construction Detail Sheets. Plan sheets showing drainage layout, plan and profile, detention and water quality pond, and construction detail shall include additional technical standards, setback boundaries, notes, and details necessary for constructing all applicable permanent erosion controls, permanent storm water management and water quality BMPs required by this subchapter. Design details must incorporate the technical criteria requirements referenced in Section 82.933 when applicable.

(h) SWP3 Site Notebook.

(1) The SWP3 Site Notebook shall be maintained and updated by the owner or operator during the construction of a development project. The SWP3 Site Notebook shall be maintained on-site with a copy of the approved construction plans and County development permit, which together constitute the comprehensive SWP3 for the project.

(2) SWP3 contents listed in this section which are not provided within the construction plan sheets approved with the development permit shall be provided by the owner or operator before the start of construction in the SWP3 Site Notebook.

(3) The SWP3 Site Notebook must include either an original or a copy of at least the following:

(A) the TCEQ General Permit, each TCEQ notice, signed SWP3 inspection reports, inspection and revision logs, and all adjustments, modifications, and official plan revisions to the approved SWP3 and ESC construction plan sheets and BMPs that occur after the start of construction.

(B) Day-to-day operator and secondary operator information; qualified inspector information; owner and operator SWP3 certifications or delegation letters, if executed; operator site personnel qualifications and training records, if required.

(C) Any additions or modifications to the SWP3's Other Controls and Pollution Prevention Measures, including: non-storm water discharge controls, site

materials inventories and records, spill prevention and control procedures, and related records.

(i) For each SWP3, including any revision or change prepared by an owner or operator, a copy shall be submitted to the County in either paper, portable document format (pdf), or other approved electronic format. The SWP3 shall be provided in the format and with contents that conform with requirements of this section, prior to final approval of the applicable Travis County development permit or subdivision construction plan.

(j) Revision of the SWP3.

(1) An implementation schedule for revisions must be described in the SWP3 in accordance with this section and all revisions and adjustments must be documented by the operator's qualified SWP3 inspector in the SWP3 Site Notebook.

(2) The owner or operator must revise or update the SWP3 whenever one or more of the following circumstances occur:

(A) A change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3;

(B) A change in site conditions based on updated plans and specifications, amendment of an approved development permit, a new operator, a new area of responsibility for an operator, or a change in a BMP;

(C) A result from an investigation or inspection by the operator, as required by Section 82.951 that indicates the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges; or

(D) A result from an investigation or inspection by an Inspector that indicates the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges.

(3) Revisions to the SWP3 must be completed within seven calendar days following an inspection or within a shorter timeframe as specified by the Inspector.

(4) Revisions and adjustments to the SWP3 may be approved in the field by the Inspector during construction.

(5) SWP3 revisions which require formal County plan review and approval include those which require additional engineering calculations or engineered design changes, although the County Executive reserves the right to require formal plan revisions on construction plan changes or SWP3 changes, based upon site-specific characteristics, ESC and BMP performance issues, or similar factors.

## **82.936. Erosion and Sediment Control Best Management Practices.**

(a) General. Temporary and permanent ESC and BMPs implemented in an SWP3 must include both structural runoff controls and non-structural management practices, and must comply with the design standards described in this section. All control measures must be properly selected, installed, and maintained according to the manufacturer or designer specifications and the approved Travis County development permit, plans, and SWP3. The SWP3 and construction plans must identify the locations, specifications, and timing or sequence for BMP implementation within the schedule of the construction activities.

(b) Design Storm Standards for the SWP3. ESC and BMPs must be developed and implemented in the SWP3 to prevent and minimize off-site discharge of sediment and other pollutants. The design must ensure retention of sediment and other potential pollutants associated with the construction activity on-site, in accordance with the required design storm standard, to the maximum extent practicable.

(1) A sediment basin must provide sufficient storage to contain a calculated volume of runoff from a 2-year, 24-hour storm until final stabilization of the site.

(2) Flows from stabilized areas and on-site or off-site undisturbed areas are not required to be included in the basin calculations if the flows are diverted around the disturbed areas of the site and the sediment basin.

(3) Design of ESC and BMPs must be consistent with the approved technical criteria established for the site location as set forth in Section 82.933.

(c) Site Specific Criteria for ESC Plan Design. The site specific factors identified in paragraphs (1) – (5), where applicable, must be given primary consideration and priority in selecting the types and amounts of the three primary categories of ESC listed in subsection (d) of this section and applicable BMPs from section 82.937 of this subchapter and Section 82.970 of this chapter for each construction site:

(1) Special Definitions. In this Chapter:

(A) “Critical Site Characteristics” means the primary site-specific topographic factors that must be evaluated and considered in the design of an ESC plan and must be addressed with suitable measures and BMPs; these factors include the total area disturbed in combination with the slope steepness, the slope lengths, the soil erosiveness, the run-on drainage, the total drainage area size, and the proximity to water in the State.

(B) “Critical Site Improvements” means specific improvements on a construction site that are prone to greater erosion and sediment discharge and therefore require greater amounts and types of ESC for sediment control and final stabilization in the ESC plan design; these include: construction site features in areas with increased levels of critical site characteristics, cut slopes and fill embankment slopes

exceeding ten percent (10%) grade, side slopes of permanent storm water ponds, designed drainage channels, drainage swales and concentrated flows, bridges and culverts and their approaches, storm water outfalls, and areas with seed and topsoil installed undergoing re-vegetation with grades greater than five percent (5%).

(2) Critical Site Characteristics. ESC plan design measures must address and correspond to critical site characteristics of a disturbed soil area. The ESC plan design must minimize the potential adverse off-site discharge impacts to the maximum extent practicable, and at the very least, must address the priority areas as follows:

(A) For all disturbed soil areas, as the level and combination of the critical site characteristic factors increase, erosion and off-site sediment discharge potential also increases, requiring increased amounts and types of ESC in the ESC plan design.

(B) Disturbed soil areas with slopes greater than five percent, and disturbed channels with slopes two percent or greater require increased amounts and types of ESC than comparable areas of lesser slope. ESC amounts necessary for these areas must further increase as drainage area, slope length, and slope steepness increase.

(C) Stream crossings to water in the State (including intermittent or perennial surface water, or a groundwater recharge conduit) and disturbed areas and outfalls located within 150 feet of water in the State or a critical environmental feature, are areas where increased amounts and types of erosion and sediment controls will be necessary in the ESC plan design.

(3) Construction Project Type. The type of project being constructed must guide the applicant in the selection of the ESC and BMP controls that are the most effective for the characteristics of the site and typical industry practices common to each primary type of construction project type. Primary construction project types include: site construction including buildings and parking areas, residential homes, construction support areas, construction maintenance activities, and linear construction, including streets, drainage, and underground utilities.

(4) Construction Features and Critical Site Improvements. Construction features that must be considered in the ESC plan design include: all disturbed areas, fill embankments, cut slopes, temporary and permanent stream crossings, roadways, underground utilities, residential lots, bridges, culverts, storm sewer systems, channels, inlets, basins, outfalls; temporary entrances, roads, and stockpiles. All critical site improvements must be addressed as required in the ESC Plan design.

(5) Construction Duration, Phasing, and Sequence. The length of time from start of construction to final stabilization, the construction site phasing, and the construction sequence for each phase must be considered for each construction project. Projects

extending over longer periods of time will typically require increased site phasing and construction sequence considerations in the ESC plan design, especially larger and more complex construction projects, and projects with increased levels of critical site characteristics and critical site improvements.

(d) Primary ESC Categories and Functions. Each SWP3 ESC plan must include the three primary types of ESC. Erosion Source Controls, Sediment Controls, and Permanent Erosion/Soil Stabilization Controls. All ESC plans shall be designed to include a combination of all three primary types of ESC in order to control storm water volume and velocity within the construction site, minimize the discharge of sediment and other pollutants, and effectively perform the following functions.

(1) Erosion Source Controls. Each SWP3 ESC plan must include structural and non-structural erosion source controls in order to minimize the amount of soil particles that can potentially become mobilized by erosion during construction activities. The erosion source controls listed in (A)-(E) must be included in the ESC Plan, where feasible, and implemented to the maximum extent practicable to reduce erosion and increase the effectiveness of the sediment controls and permanent erosion/soil stabilization controls in the ESC Plan:

(A) Minimize Soil Disturbance and Compaction. Soil disturbance shall be minimized in areas with critical site characteristics. Required setbacks for protection of all streams, floodplains, and critical environmental features shall remain undisturbed. Within a developed or disturbed area of the site, existing vegetation and desirable environmental features should be preserved where feasible. Disturbance of steeper and longer slopes should be minimized. Soil compaction should be minimized and surface roughening or texturing should be undertaken in disturbed soil areas where appropriate.

(B) Phase Soil Disturbance and Stabilization. The total amount of disturbed soil exposed at one time shall be limited through phasing of major portions of the construction project, to the maximum extent practicable. Temporary protection or permanent stabilization of disturbed soil areas must be accomplished as required by paragraph (3) of this subsection, and as specified in the detailed construction sequence for each project or project phase.

(C) Managing Staging Areas, Site Grading, and Fill Material. The staging and stockpile area management requirements listed in Section 82.937(b)(3) must be used to minimize discharges from such areas during the construction process. The fill and spoils management and disposal requirements listed in Section 82.937(b)(4) must be used to effectively manage the soil material excavated, transported, and placed on or off the construction site to minimize it as a source of sedimentation. During the site grading process, the operator shall implement placement of temporary soil grades, sumps, and berms that will act to inhibit runoff and promote infiltration on site to the maximum extent practicable, in addition to required structural controls.

(D) Drainage Diversion. Run-on drainage to disturbed soil areas shall be diverted around disturbed areas, whenever feasible through temporary or permanent structural diversions, or through the use of other BMPs, including construction of all or parts of the permanent drainage conveyance systems and structures designed for the site as early as possible in the sequence of construction.

(E) Drainage Dissipation. Storm water discharges, including both peak flow rates and total storm water volume, shall be controlled to dissipate drainage flow, minimize erosion within the site and at drainage outlets, and to minimize downstream channel and stream bank erosion. Velocity dissipation devices are to be used as site interior controls and must slow velocities, spread out flows, and promote sedimentation. Velocity dissipation devices at drainage discharge locations and along the length of any outfall channel must provide a non-erosive flow velocity from the structure to a water course. Velocity dissipation devices must prevent degradation of natural physical and biological characteristics and functions.

(2) Sediment Controls. Structural sediment controls must be designed to protect all disturbed soil areas from discharging sediment off of the construction site. Sediment control structures must capture and temporarily detain the required storm water runoff volume and must effectively retain sediment from the range of soil particle sizes expected to be present at the construction site, to the maximum extent practicable. In addition, sediment controls must meet the following standards:

(A) Drainage volume calculations for sediment controls shall be prepared in accordance with the guidelines in the Austin Drainage Criteria Manual.

(B) Sediment control structures are to be redundant and placed at perimeter and interior locations within the construction site to maximize sediment trapping areas and temporary runoff capture volume to maximize sedimentation and address all applicable site factors and priorities described in subsection (c) of this section.

(C) Each structural sediment control shall be designed and placed so that runoff flows, including flows exceeding the design storm, will discharge or overtop the structure in a controlled manner at planned outlet points, without breaching of the sediment control structure, without causing uncontrolled discharge, and without causing flooding of adjacent property. Longer lengths of structural sediment controls will typically require perpendicular dissipation structures, especially when such controls cannot be placed along the contour. Low points in the sediment control structure which develop into runoff outlet points must be further redesigned or reinforced as necessary before the next runoff event to prevent breaching and uncontrolled discharges. Where feasible within the limits of construction, storm

water should be directed to vegetated areas to increase sediment removal and maximize infiltration.

(D) Primary Types of Structural Sediment Controls. The primary types of Structural Sediment Controls include:

(i) Sediment basin. Unless a sediment basin is not feasible due to the factors listed in Sub-clause a., a sediment basin is required for disturbed drainage areas of five or more acres in order to minimize sediment discharges. If a site design includes a permanent water quality control pond, the pond must be used as a temporary sediment basin during construction, unless it is not feasible due to the factors listed in Sub-clause a.

a. Feasibility. Factors in determining whether a sediment basin is necessary or appropriate include critical site characteristics, as well as the available area, public safety, precipitation patterns, site geometry, site location, site vegetation, infiltration capacity, geotechnical factors, depth to groundwater, and other similar considerations. If a sediment basin is not feasible, the applicant shall document the reason and utilize equivalent control measures, which may include a series of smaller sediment basins or traps, increased perimeter and interior sediment controls, and other ESC BMPs.

b. A sediment basin and outlet shall be designed to maximize sedimentation, including sedimentation of the finest sediment particles to the maximum extent practicable and shall have a reinforced spillway for overflow discharges. Sediment must be removed from the sediment basin no later than the time that design volume has been reduced by greater than ten percent. Basin de-watering must comply with section 82.937(b)(1)(c).

c. Disposal of sediment removed from a basin may require special handling, in accordance with TCEQ requirements, when coagulants, flocculants, or other treatment chemicals are used.

d. Sequence. A temporary sediment basin or permanent water quality control pond serving initially as a construction sediment basin, must be installed first during the sequence of construction.

(ii) Sediment traps. A sediment trap is a small sediment basin or impoundment area located at strategic areas on the construction site where the runoff volume can safely be temporarily detained to increase capture volume, to maximize sedimentation effects, and to retard runoff velocity.

(iii) Perimeter Sediment Controls. Silt fencing or equivalent sediment controls are required for all down slope boundaries of the disturbed construction site area where runoff can discharge off-site.

(iv) Interior Sediment Controls. Structural sediment controls of various types shall be placed at locations within the construction site interior to address critical site characteristics, construction project type, construction site features and critical site improvements, and construction length, phasing, and sequence.

(v) Temporary sediment control structures must be maintained in accordance with the plans and specifications throughout the construction process and removed along with accumulated sediment when final site stabilization is completed for the entire site or the site phase.

(3) Permanent Erosion and Soil Stabilization Controls. Each permanent structural and vegetative erosion control design plan must prevent long term erosion of site improvements, reduce runoff velocities; and achieve full, permanent vegetation coverage and final site stabilization, including prioritizing the stabilization of critical site improvements. When phasing and implementing site stabilization in the SWP3, the operator must adopt the following priorities and meet the following standards and minimum schedule of initiation and completion:

(A) The operator must give first priority for stabilization to portions of the construction site that have critical site improvements. These critical site improvements will typically require greater amounts of permanent erosion control measures to achieve effective final stabilization, such as mulch, soil blankets, or riprap, as appropriate. If feasible, the operator must implement stabilization of other portions of the construction site early in the sequence of construction and initiate and complete re-vegetation of the remainder of the construction site as soon as practicable before submittal of the engineer's concurrence letter.

(B) Topsoil meeting the applicable technical criteria in Section 82.933 and the approved plans shall be placed as required prior to permanent seeding and mulching activities for re-vegetation. Existing native site topsoil shall be stockpiled and reused for this purpose whenever it is feasible.

(C) Seed, mulch, soil retention blanket, fertilizer, irrigation for vegetation establishment, and other measures used for re-vegetation of disturbed areas shall meet the applicable technical criteria in Section 82.933 and shall be specified in the approved plans. The primary operator must follow irrigation schedules and methods that will result in successful and rapid germination and growth of the seeded or planted vegetation, and take advantage of optimum seasonal, time-of-day, and temperature conditions.



(D) Stabilization of disturbed areas must, at a minimum, be initiated by the primary operator immediately whenever an applicable milestone in the approved sequence of construction has been reached, or whenever any clearing, grading, excavating, or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. The primary operator may not delay final stabilization of completed site sections or critical site improvements solely for the purpose of mobilizing re-vegetation operations for the entire site at a later date.

(E) The primary operator must take advantage of optimum seasonal planting dates, times-of-day, and temperatures to the greatest extent practicable to complete permanent re-vegetation of required site areas in a timely manner. The primary operator shall plan for early spring as the first priority planting date for required permanent vegetation, to the maximum extent practicable, unless otherwise specified in the approved plans

(F) When the irrigation water supply and irrigation schedule are restricted as a result of drought conditions, vegetative stabilization measures must be initiated by the primary operator as soon as practicable but no later than the 14<sup>th</sup> day after construction activity has temporarily or permanently ceased in portions of the site.

(G) Successful stabilization initiated for a portion of the site identified in either the approved sequence of construction or by the actual cessation of earth disturbing activities described in subparagraph (D) of this paragraph must be completed by the primary operator within the following time periods from the required date of initiation, as identified during construction by the Inspector or the qualified SWP3 inspector and documented in the SWP3 Inspection Report:

(i) Initial Stabilization Activities. Non-vegetative stabilization controls and initial vegetative seeding activities in the identified portion of the site must be substantially completed within seven days of the required date of initiation.

(ii) Temporary stabilization must be substantially completed either in accordance with the approved sequence of construction, if applicable; within seven days after the date of initiation for non-vegetative controls, such as mulch; or within 60 days after the date of initiation for temporary vegetation growth from seeding.

(iii) Permanent final stabilization must be substantially completed either in accordance with the approved sequence of construction, if applicable; within ten days after the date of initiation for sodding; or within 120 days after the date of initiation for permanent seeding.

(iv) Extensions to the completion time periods listed in clauses (i) – (iii) will only be considered for approval if the operator can demonstrate that they are justified by the applicable technical criteria of Section 82.933 or by truly exceptional circumstances, including: time delays to reach optimal warm or cool season planting dates, exceptional characteristics of an individual site, extended periods of exceptionally severe heat or cold, official declaration of a water restriction of the primary irrigation water supply, or use of approved alternative vegetation or seed mixes. A request for a time extension must include interim stabilization or protection measures that will adequately prevent discharges during the extension period, including additional measures necessary for critical site improvements.

(H) The operator must achieve final stabilization of the entire site in accordance with the approved plans, specifications, and applicable technical criteria, including the required vegetation cover percentage, prior to submittal of the engineer's concurrence letter required by Section 82.953 and termination of the SWP3 permit coverage, unless the project meets the criteria described in paragraph (4) of this subsection for a developer's contract. Temporary stabilization measures may not be substituted for required final stabilization measures. The County may consider alternate final stabilization measures for future building pad areas of two percent grade or less if equivalent stabilization is achieved. Fiscal security for erosion control shall be refunded only upon completion of final stabilization, including removal of all temporary sediment controls and accumulated sediments.

(4) Developer's Contract.

(A) A separate, written agreement to ensure final stabilization known as a developer's contract may be executed between the County Executive and an owner if maintenance responsibility for constructed facilities is accepted for County maintenance, if the County approves an owner's or temporary use or occupancy of a project, facility, or building before the required re-vegetation coverage is complete.

(B) A developer's contract, unless extended in writing by the County Executive, is effective for up to 120 days after the date it is executed by the County Executive and the owner, and must be secured by fiscal surety that the County will use for final site stabilization if the owner fails to achieve final stabilization within the contract period.

(C) To be considered for a developer's contract, an owner must have:

- (i) followed the approved plan for phasing and sequence of construction;
- (ii) followed the approved plan for temporary and permanent stabilization;

- (iii) substantially completed all permanent water quality controls and other inspection punch list items;
- (iv) initiated permanent re-vegetation in all required areas; and
- (v) submitted the engineer's concurrence letter required by Section 82.953.

**82.937. Other Controls and Pollution Prevention Measures for Construction Activities.**

(a) In addition to ESC and BMPs for construction activities, an owner must design, install, implement, and maintain other controls and pollution prevention measures in accordance with this section. These controls and measures must eliminate and effectively minimize the off-site transport of pollutants from the construction site by means other than direct storm water runoff. An owner must address activities that can cause contamination on-site and increase the potential for subsequent pollutant discharge from runoff with other controls and pollution prevention measures.

(b) Other controls and pollution prevention measures include:

(1) Non-Storm Water Discharge Controls. Non-storm water discharge controls must be described in the SWP3 and be consistent with the following standards:

(A) Vehicle Tracking. Controls and measures must minimize the off-site vehicle tracking of sediments and the clean up of any public roads or off-site areas adversely affected.

(B) Dust Control. Controls and measures must minimize the generation and migration of dust.

(C) De-Watering. Controls and measures for de-watering must minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water from the site, including from sediment ponds. When discharging from a basin or impoundment, an outlet structure that withdraws water from the surface must be used whenever possible. A discharge from dewatering activities, including a discharge from dewatering of a trench or excavation, is prohibited unless effective sedimentation, collection and disposal, or a similarly effective treatment occurs prior to discharge.

(D) Work in Surface Waters. Controls and measures for working in or directly adjacent to a waterway must prevent and minimize discharges into such water, including the location of a temporary or permanent stream crossing.

(E) Concrete Wash-out. Controls for wastewater discharges from concrete washout and water well drilling operations must contain wash outs on land surfaces without discharge to water in the State. Concrete wash out without appropriate pollution prevention measures is prohibited.

(F) Wash Water. Controls must completely prevent the discharge of wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials. Pollution prevention measures must include collection, storage, and off-site disposal of these wastes in accordance with all TCEQ requirements.

(G) Vehicle Washing. Controls for vehicle washing must minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge; discharges of soaps or solvents used in vehicle and equipment washing are prohibited.

(H) Any additional, anticipated non-storm water discharges must be listed in the SWP3 with specified ESC and BMP measures. All non-storm water discharges are subject to the requirements of Chapter 104 of the Code and TCEQ discharge requirements.

(2) Solid Waste and Hazardous Substance Management. A description must be provided in the SWP3 of construction solid waste and hazardous substances expected to be generated or stored on-site. Controls and measures must be implemented to eliminate and prevent pollutant discharges from solid waste and hazardous substance handling, including recycling and disposal as appropriate. In preparing the SWP3, an applicant shall consider how to eliminate and prevent pollutant discharges from materials such as the following: trash, litter, construction or demolition debris, residual or surplus construction materials of all types, surplus containers of chemical or hazardous substances, soil contaminated from an oil or hazardous substance spill, cut or uprooted vegetation such as trees and brush, and waste from sanitary facilities provided for personnel.

(3) Staging and Stockpile Area Management. Staging areas include all areas necessary for equipment, materials, fill storage and stockpiles, temporary offices, vehicle parking, vehicle maintenance, and the associated haul roads for these areas and the construction site. Controls and measures for these areas shall include:

(A) Restricting the size of these areas to the minimum necessary for the operator to perform the typical industry practices necessary and appropriate to the primary construction project type, in accordance with approved construction plans and as revised and approved during construction by the Inspector;

(B) Locating the area(s) within the approved limits of construction and not within setback areas for waterways and critical environmental features, floodplains, tree drip lines, areas with pass-through drainage, and steep slopes; and

(C) Using structural controls such as run-on drainage diversion and sediment controls and appropriate non-structural BMPs.

(4) Fill Management and Disposal. In addition to the cut and fill requirements of Section 82.943, designated areas for excavated soil fill and spoils material from the construction site (topsoil, subsoil, rock) shall be planned, designed, and described in the SWP3. The owner must use a reasoned estimate of the quantity of net cut and fill balance to determine how much and how many areas to reserve on site for temporary storage and permanent disposal and to plan for any necessary off-site fill disposal or the importing of any necessary fill material required for the site. Excavated fill material must be handled using the following minimum controls and practices:

(A) Temporary Stockpiling. Fill material temporarily stockpiled in place as excavation occurs shall be located in areas protected by sediment controls and shall use erosion source controls whenever feasible, such as fill placement using existing topography and excavated features to minimize erosion and runoff potential. Stockpiling within the FEMA-designated 100-year flood plain is prohibited. Applicable temporary stabilization requirements described in Section 82.936(d)(3) must be implemented for temporary stockpiles.

(B) Removal and Disposal. Fill material must be removed from the point of excavation to the designated temporary storage or permanent disposal area described in the approved plans and SWP3 as soon as feasible after excavation occurs.

(C) Permanent Fill Disposal. Fill material shall be permanently disposed of as described in the approved plans and SWP3 and must comply with Section 82.943(d), which, among other things, prohibits solid waste from being mixed or buried with fill material. No person may engage in off-site disposal of fill material in Travis County unless the person has received a Travis County development permit that specifically authorizes the off-site disposal. Before engaging in off-site disposal of fill material, a person may have to obtain other applicable development or regulatory permits, an additional SWP3 or, revisions to an existing SWP3.

(5) Materials Inventory and Management. Measures are required to be developed and implemented to minimize the exposure of the following materials to precipitation and storm water runoff: building materials, building products, construction waste, landscape materials, fertilizers, pesticides, herbicides, detergents, petroleum products, automotive fluids, sanitary waste, and other construction and industrial materials present on the site.

(A) Each material and hazardous substance that will be on the site during the construction activities, from the start of construction to the final stabilization and final inspection release, must be listed and described along with the management practices to be followed for each. These material management practices shall include: limiting inventory to the minimum necessary, storage in a secure site location with compatible materials, storage in original containers, proper disposal of surplus materials and containers, inspection monitoring, and training of personnel handling the materials

(B) A description of storage, management, and maintenance practices is required for each petroleum product at a construction site, including: on-site fuel, oil, other motor vehicle fluids, and asphalt. Discharges of fuels, oils, and other pollutants used in vehicle and equipment operation and maintenance are prohibited

(6) Spill Prevention and Control. The SWP3 shall include a description of spill prevention measures, and spill response, clean-up, and reporting procedures to prevent and minimize the discharge of pollutants, to the maximum extent practicable, from spills and leaks of oil and hazardous substances on the site. The plan must follow all TCEQ and local regulations. Spill response procedures must include training, product and safety information, and be adjusted as necessary for improvement and to prevent particular types of spills from reoccurring. Spill clean-up materials must be used, spills must be cleaned up, and waste residue must be properly disposed of. Reporting must occur whenever a spill threshold quantity is exceeded.

(7) A description of potential pollutant sources from areas on the project site, other than construction areas, is required in the SWP3. These other sources include construction support and maintenance areas and activities dedicated to construction site operations, including dedicated asphalt and concrete batch operations. A description of controls and measures that will be implemented for these activities shall detail how pollutant discharges will be prevented and eliminated.

#### **82.938. Erosion and Sediment Control Maintenance Requirements for Construction Activities.**

(a) All ESC, BMP, and protective measures identified in the approved plans and SWP3 must be maintained by the primary operator in effective operating condition. If, through inspections or other means, the owner, primary operator, or Inspector determines that a BMP is not operating effectively, then the owner or primary operator shall perform maintenance as necessary to make the storm water controls effective.

(b) The owner or primary operator shall carry out the inspection requirements of Section 82.951 to ensure the ESC and BMPs are implemented and maintained in compliance with the approved plans and SWP3 throughout construction.

(c) The owner or operator must promptly take any corrective action specified in the Inspector's findings to ensure proper maintenance of ESC and BMPs. Items requiring corrective action must be corrected by the owner and operator within timeframes specified by the Inspector. If corrective actions are not performed as required, the County Executive will consider use of further measures, including a stop work order and progressive enforcement.

(d) Necessary corrective actions must be accomplished within seven days or as specified in the inspection report prepared by the Inspector. When consecutive runoff events occur within 24 to 48 hours, corrective actions must be accomplished prior to the next rain event, to the maximum extent practicable. If maintenance prior to the next anticipated storm event is

impracticable, the reason shall be documented in the Operator SWP3 inspection report and maintenance must be scheduled and accomplished as soon as practicable. ESC that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective must be replaced or corrected immediately upon discovery.

(e) Whenever it is discovered that a control or BMP has been used incorrectly, is performing inadequately, or is damaged, then the owner or primary operator must immediately replace or modify the control or BMP. Revisions to SWP3 controls and BMPs must be coordinated with the Inspector and performed in accordance with Section 82.935.

**82.939. Preliminary Storm Water Pollution Prevention Plan.** The storm water management plan required pursuant to Section 82.931(a)(2)(ii) for a preliminary plan or commercial site development plan shall include a SWP3 summary describing the proposed construction phase of the project. The summary must be consistent with the ESC and BMP technical standards described in Sections 82.936 – 82.938, 82.940, and 82.970. The SWP3 summary shall describe the following items, with a plan view map where applicable:

- (1) The design storm standard required by Section 82.936(b).
- (2) The ESC and BMPs to be used to address site specific considerations including critical site characteristics; construction project type; the construction site features and critical site improvements; and the construction length, phasing, and sequence, as required in Section 82.936(c).
- (3) The ESC measures and BMPs to be used in the ESC plan to meet the requirements for erosion source control, sediment control, and permanent erosion and soil stabilization control for the construction activities, as required in section 82.936(d) and applicable standards required in Sections 82.940 and 82.970.
- (4) The other controls and pollution prevention measures as required in Section 82.937, to be used to limit the off-site transport of pollutants that have the potential to discharge by means other than direct storm water runoff, and activities that can cause on-site contamination and increase the potential for pollutant discharge from runoff.
- (5) The actions to be taken during construction to ensure full SWP3 implementation and address water quality concerns as they occur, including: self-monitoring, inspection, inspection reports, BMP maintenance, evaluation of BMP effectiveness, SWP3 revisions and updates, recordkeeping, and other applicable items as specified in Subchapter J.
- (6) A plan view map of the proposed site improvements with the location and description of applicable proposed measures, including drainage area boundaries, acreage, flow paths, and outfalls.

**82.940. Effluent Quality. [Reserved]**

**82.941. Setbacks from Critical Environmental Features and Waterways.**

(a) Drainage patterns for a development must be designed to protect all critical environmental features and waterways from the effects of runoff from developed areas, and to maintain the catchment areas of recharge features in a natural state. Controls shall be sufficient to avoid the effects of erosion, sedimentation, and high rate of flow.

(b) Setbacks for critical environmental features and waterways shall be included within protective, platted easements and shall not be within areas disturbed by construction activities.

(c) The following minimum setbacks are established around each critical environmental feature:

- (1) For a cave, sinkhole, spring, and wetland, the minimum width of the setback is 150 feet from the edge of the critical environmental feature.
- (2) For a point recharge feature, the required setback coincides with the topographically defined contributing surface drainage area to the feature, except that the width of the setback from the edge of the critical environmental feature must not be less than 150 feet and the setback need not extend greater than 300 feet, depending on the boundaries of the surface drainage area.
- (3) For a bluff or canyon rimrock feature, the minimum setback must be 50 feet.

(d) Except as provided in subsection (e) below, within a critical environmental feature setback:

- (1) the natural vegetation cover must be retained to the maximum extent practicable;
- (2) construction and related activities are prohibited; and
- (3) wastewater disposal or irrigation is prohibited.

(e) Subsection (d) does not apply to a yard, hiking trail, or a recharge basin designed to discharge to a point recharge feature without polluting ground water if the yard, hiking trail, or recharge basin is located at least 50 feet from the edge of the critical environmental feature.

(f) The setback from a bluff or rimrock shall not apply adjacent to the Pedernales River if:

- (1) all lots fronting the Pedernales River have a minimum frontage of 200 feet and a minimum size of one acre and best management practices are employed to achieve a level of water quality and environmental protection equivalent to the 50 foot setback; or
- (2) the County Executive grants an exception allowing a setback of no less than 25 feet based on a demonstration that a level of water quality and environmental protection equivalent to the 50 foot setback will be achieved through



enhancement of natural vegetative cover within the setback, low impact site design, or other best management practices.

(g) Waterway Setbacks in an Eastern Watershed. The following setbacks apply in an eastern watershed, except as specified in subsection (j):

- (1) Waterways are classified as follows:
  - (A) A minor waterway has a drainage area of at least 64 acres and not more than 320 acres;
  - (B) an intermediate waterway has a drainage area of more that 320 acres and not more than 640 acres;
  - (C) a major waterway has a drainage area of more than 640 acres
- (2) A protected zone is established along each classified waterway as a waterway setback. A setback for a waterway shall be included within protective, platted easements.
  - (A) For a minor waterway, the boundary of the setback is located 100 feet from the centerline of the waterway.
  - (B) For an intermediate waterway, the boundary of the setback is located 200 feet from the centerline of the waterway.
  - (C) For a major waterway except for the Colorado River downstream from Lady Bird Lake, the boundary of the setback is located 300 feet from the centerline of the waterway.
  - (D) For the Colorado River downstream from Lady Bird Lake, setbacks of 300 feet are established along and parallel to the shorelines of each bank of the river, beginning at the ordinary high water mark, as defined by Title 33, Code of Federal Regulations, Section 328.3. The setbacks also include the inundated areas that constitute the Colorado River.

(h) Waterway Setbacks in a Western Watershed. The following setbacks apply in a western watershed and outside the ETJ of the City of Austin, except as specified in subsection (j):

- (1) Except as described in paragraph (2), a waterway setback shall comply with either option 1 or option 2, as described in subparagraphs (A) and (B).
  - (A) Option 1: Distance-Based Setback.

- (i) Creeks or swales draining 40 or fewer acres but more than five acres, excluding roadside swales, shall have a minimum setback width of 25 feet from the centerline of the creek or swale.
- (ii) Creeks or swales draining 128 or fewer acres but more than 40 acres shall have a minimum setback width of 75 feet from the centerline of the creek or swale.
- (iii) Creeks draining 320 acres or fewer acres but more than 128 acres shall have a minimum setback width of 100 feet from the centerline of the creek or swale.
- (iv) Creeks draining 640 or fewer acres but more than 320 acres shall have a minimum setback width of 200 feet from the centerline of the creek or swale.
- (v) Creeks draining more than 640 acres shall have a minimum setback width of 300 feet from the centerline of the creek or swale.

(B) Option 2: Floodplain-based Setback.

- (i) For creeks or rivers draining 40 square miles or less but more than five acres, excluding roadside swales, the setback shall extend a minimum of 25 feet from the 100-year floodplain boundary paralleling each side of the creek or swale. The 100-year floodplain shall be based on the fully developed conditions using the LCRA Technical Manual standards.
- (ii) For creeks or rivers draining more than 40 square miles, the setback shall be considered equal to the 100-year floodplain as designated by Federal Emergency Management Agency or by an engineered floodplain study approved by LCRA, using the LCRA Technical Manual standards.

- (2) The shoreline boundary of the waterway setback for Lake Travis coincides with the 681.0 foot mean sea level contour line. The width of the setback, measured horizontally inland, is 100 feet, or, for a detached single-family residential use, 75 feet.

(i) Limitation of Activity in Waterway Setbacks. The following requirements apply to waterway setbacks established in subsections (g) – (h) of this section:

- (1) Setbacks shall remain free of construction, development, and other alterations except for approved utility and roadway crossings.

- (2) Wastewater collection lines and lift stations are prohibited from running along the setback zone parallel or sub-parallel to the waterway. A wastewater collection line may cross the setback zone in a perpendicular or similar orientation, when necessary for optimal system function. The depth of a wastewater line crossing and location of associated manholes shall not be constructed within a City of Austin Erosion Hazard Zone where erosion is predicted to affect the structure.
- (3) No golf courses, on-site wastewater systems or wastewater irrigation shall be located in a waterway setback.
- (4) Before reaching a setback area, drainage patterns from a development shall be designed to prevent erosion, maintain infiltration and recharge of local seeps and springs, attenuate the harm of contaminants collected and transported by storm water, and dispersed into a sheet flow pattern. When possible, the natural drainage features and patterns should be maintained.
- (5) No part of a residential lot with a lot size of 5,750 square feet or less may be located within a waterway setback.

(j) Exceptions to the Waterway Setbacks. A request for an exception to a waterway setback must be included as a part of the application submittal required by Section 82.931. Exceptions that may be approved include:

- (1) Limited utility and roadway crossing may be approved by the County Executive. The number of crossings through a setback zone shall be minimized according to the guidance located in the LCRA Technical Manual or City of Austin Environmental Criteria Manual, as applicable to the watershed.
- (2) The County Executive may approve necessary access and appurtenances to a boat dock, pier, wharf, or marina, along the Colorado River downstream from Lady Bird Lake and along Lake Travis, except along the Lake Travis shoreline in the setback of a swale, creek, or river. The access and appurtenances must follow a route through the setback area and a design that minimizes short-term and long-term erosion and runoff impacts, minimizes the clearing of vegetation, and minimizes additional impervious cover.
- (3) The County Executive may approve a low impact park development that is limited to trails, picnic facilities, open space not used as a parking lot, and similar construction that does not significantly alter the existing vegetation, drainage patterns, or increase erosion. A low impact park development cannot include a stable or corral for animals.
- (4) Drainage retention basins and floodplain alterations are permitted in a waterway setback if they comply with the requirements of Chapter 64 of the Code.

- (5) In an eastern watershed:
  - (A) A reduction of the setback width, up to a minimum of 50 feet from a minor waterway, may be permitted so long as the overall surface area of the setback is the same or greater than the surface area that would be provided without this exception.
  - (B) Innovative water quality controls, as specified in Section 1.6.7 of the City of Austin Environmental Criteria Manual, may be placed within the outermost one-half of the setback of an eastern waterway.

(k) An application for development is also subject to the requirements of Chapter 64 of the Code.

**82.942. Environmental Assessment.**

(a) An applicant shall submit an environmental assessment for any proposed development that is:

- (1) a residential or non-residential subdivision development of ten acres or greater;
- (2) a commercial, utility, or right-of-way development of three acres or greater;
- (3) for a commercial, utility, or right-of-way development of less than three acres and greater than 10,000 square feet impervious cover, only (b)(1) of this section applies.
- (4) for a residential or non-residential subdivision development of less than ten acres and greater than 10,000 square feet impervious cover, only (b)(1) of this section applies.

(b) An environmental assessment provided by an applicant must:

- (1) identify critical environmental features and waterways, and propose protection measures for the features;
- (2) identify any habitat of a federally-listed endangered species or Texas-threatened species within the area to be developed as well as within 500 feet outside the property line;
- (3) provide an environmental justification for spoil disposal locations and roadway alignments;
- (4) propose methods to achieve overland flow and justify enclosed storm sewers;
- (5) include a hydrogeologic report that:

- (A) describes the topography, soils, and geology of the site;
  - (B) identifies springs and significant point recharge features on the site;
  - (C) demonstrates that proposed drainage patterns will protect the quality and quantity of recharge at significant point recharge features; and
  - (D) includes a water well survey of the site and properties adjacent to the site for a radius of 150 feet, inclusive of recorded water wells and a field survey of the area.
- (6) include a vegetation report describing existing site vegetation, the site's dominant plant communities (such as grassland, riparian, woodland, palustrian, or savanna), a list of the scientific and common names of the dominant species of identified communities, demonstrating that the proposed development preserves to the maximum extent practicable the significant trees and vegetation on the site and provides maximum erosion control and overland flow benefits from the vegetation; and
- (7) include a wastewater report that provides an environmental justification for any sewer line proposed to be located in a waterway setback described in Section 82.941, and describes construction techniques and standards for wastewater lines.
- (c) If an applicant is required to prepare a tree assessment pursuant to Section 82.973, the applicant shall submit it as a part of the environmental assessment required by this section.

### **82.943. Cut and Fill.**

- (a) Land Balancing. Except as provided by subsection (b) of this section, a proposal for cut and fill land balancing must meet the following requirements:
- (1) All cut and fill land balancing is limited to a maximum of eight vertical feet. This includes eight vertical feet maximum of excavated cut, eight vertical feet maximum placement of fill, or an eight vertical feet maximum combination of cut and fill.
  - (2) Applicable fill containment, temporary controls, and permanent stabilization standards specified in Sections 82.936, 82.937, and 82.970 must be followed.
  - (3) A retaining wall shall not exceed one foot above the material being retained.
  - (4) A retaining wall over five feet in height shall be detailed in the construction plans sealed by a Texas licensed professional engineer and submitted with the development permit application for a commercial site development, multi-family dwelling, or subdivision.

- (5) Cut or fill may not be located on a slope with a gradient of more than 15 percent.
- (6) Cut and fill may not be located within 100 feet of a waterway classified in Section 82.941.
- (7) Any cut or fill proposal must be designed so that it complies with the requirement in Chapter 64 of the Code that flood plain storage must not be reduced.
- (8) Fill for residential construction not otherwise required under this Chapter to prepare design plans, may be required by the County Executive to submit design plans and specifications prepared by a Texas-licensed professional engineer for fill areas with characteristics that include critical site improvements as defined in section 82.936(c)(1).

(b) There are no limitations to the maximum height of cut or fill for the construction of permanent water quality controls, storm water detention ponds, streets, a building or parking structure's footprint, or driveways, so long as the requirements of (a)(2), (a)(4), and (a)(5) are followed. Additional requirements for the construction of a dam may apply.

(c) Fill Disposal.

- (1) No fill or excess fill from a construction site may be placed on any lot or land parcel unless the placement of the fill is authorized in an approved subdivision construction plan or development permit. Development permit applications for residential construction or small construction projects not required under this Chapter to implement a SWP3 or prepare design plans by a Texas licensed professional engineer must still provide accurate site plan information regarding the location, size, boundaries, depth, grading, and erosion control measures for proposed filling activities.
- (2) Although a fill disposal proposal still requires a Basic Development Permit, this subsection does not apply to the placement of fill or topsoil less than twelve inches deep as part of an existing residential home landscaping activity that does not:
  - (A) Alter existing on-site or off-site drainage or the FEMA 100-year floodplain; or
  - (B) Encroach upon or affect rights-of-way, easements, other platted setbacks, waterways, or adjoining properties.
- (3) Temporary placement of fill shall be removed prior to acceptance of streets and drainage in a subdivision and in accordance with the approved construction plan, SWP3, and development permit.
- (4) Before removing fill from a permitted construction site, the owner or operator shall notify the Inspector of the destination of the fill.

- (5) A Basic Development Permit that proposes permanent disposal or temporary storage of fill material as the primary construction activity, and that is not associated with a separately permitted primary construction project underway with a coordinated projected completion date for both permits, is subject to the following special requirements, except that these requirements are not applicable to residential projects for fill not required under this chapter to implement a SWP3 or prepare design plans by a Texas licensed professional engineer:

(A) The permittee shall submit annual reports no later than the date of each one-year anniversary of the permit's issuance documenting:

- (i) the dates of receipt of fill material and the estimated quantity of material received during the past one year period;
- (ii) the estimated quantity of material still required to complete the fill and the date estimate at which time the fill site will be completed; and
- (iii) ESC needs and BMPs appropriate to the size of area still un-stabilized; and
- (iv) for projects required to implement a SWP3, the SWP3 updated to reflect current site conditions, including current SWP3 inspection reports in accordance with Subchapter J.

(B) It is cause for revocation of the Basic Development Permit, in accordance with section 64.071(c), if the County Executive finds that an annual report has not been provided, the annual report provides incomplete or inaccurate information, site management in accordance with the SWP3 is inadequate, or in consideration of the compliance history of the site with the development permit and the requirements of this section.

(C) Upon written notice of revocation, the permittee will be authorized and responsible for completing all final stabilization activities for all disturbed areas, in accordance with the requirements of section 82.936(d)(3).

(6) Applicable fill containment, temporary controls, and permanent stabilization standards specified in Sections 82.936, 82.937, 82.970, and the retaining wall requirements of (a)(4) and (a)(5) of this section must be followed for all fill disposal activities.

(d) Quality of Fill material. Only uncontaminated earthen material or inert construction rubble may be used as fill. Protruding metal must be removed from concrete or rubble. The use of garbage, new asphalt, non-weathered asphalt, or soils containing non-weathered asphalt residue, or any material other than industrial solid waste that is Class 3 waste is strictly prohibited. All fill material must be inert and essentially insoluble. The applicant may be required to submit chemical analyses from a NELAC-certified laboratory to verify the fill material is inert, if the fill material has an odor, texture or appearance indicating that it is not inert and essentially insoluble.

#### **82.944. Permanent Water Quality Control.**

(a) To be approved, permanent water quality controls must be designed and constructed for each proposal of a subdivision, commercial site, and, in a Western Watershed, for any development that includes the addition of greater than 10,000 square feet of impervious cover. Each development that is subject to the requirements of this subchapter must provide permanent water quality control for storm water in accordance with the standards applicable to its watershed location. Each application for a preliminary plan must include a storm water management plan that demonstrates permanent water quality structural and non-structural BMPs which will comply with this section and shows their locations and dimensions. The storm water management plan may be included as part of a drainage plan under Section 82.207.

(b) Western Watersheds. This subsection applies to development that is located in a western watershed and outside the ETJ of the City of Austin:

- (1) Water Quality Volume. Each development project shall provide water quality volume in accordance with the approved BMPs found in the LCRA Technical Manual. The minimum required water quality volume is based on the one-year, three-hour storm runoff volume as defined in the LCRA Technical Manual. In addition, development projects can use low impact development methodologies as identified in the LCRA Technical Manual to reduce or avoid storm water storage volume.
- (2) In the Lake Travis watershed, the owner of a project for which a Travis County development permit is required must also obtain a LCRA BMP Maintenance Permit in accordance with Section 4, Subchapter A, Paragraph (d) of the LCRA HLWO effective March 1, 2007.
- (3) Alternate Standards. A subdivision development project that meets the criteria in (A) and a commercial development project subject to this section that meets the criteria in (B) need not comply with paragraphs (1) – (2), except as specified in paragraph (4).
  - (A) Subdivision Preliminary Plans, Subdivision Final Plats, and Subdivision Construction Plans.
    - (i) The gross impervious cover is 15 percent or less and the cluster development sections have 20 percent or less gross impervious cover, as defined in the LCRA Technical Manual.
    - (ii) A street and drainage network is designed to include the use of open-roadway sections, ribbon curb, maintenance of sheet flow, and



employs the applicable permanent erosion control and stabilization standards specified in Sections 82.936, 82.937, and 82.970.

- (iii) Impervious cover credit by use of porous pavement, rainwater harvesting, native landscaping and other methods will be considered during the application review to gain compliance as defined in the LCRA Technical Manual.

(B) Commercial Site Development.

- (i) Projects less than three acres in area that use vegetated filter strips and flow spreading methodologies as identified in the LCRA Technical Manual.
- (ii) Impervious cover credit by use of porous pavement, rainwater harvesting, native landscaping and other methods will be considered during the application review to gain compliance as defined in the LCRA Technical Manual.

(4) The County Executive may require that the water quality volume specified in paragraph (1) of this subsection be provided for a portion or portions of a development utilizing the alternate standards of paragraph (3), in consideration of a proposal that would create localized points of erosion or pollutant discharges sources, including lot sizes in the subdivision, location and proximity of impervious cover sections of the development to the 691 foot mean sea level contour line, extent to which the development site is able to preserve or achieve sheet flow and sustain effective permanent site stabilization and vegetative cover, and the intensity of slopes to be developed at a site.

(c) Eastern Watersheds. This subsection applies to development that is located in an eastern watershed or within the ETJ of the City of Austin:

- (1) A water quality control must be designed in accordance with the City of Austin Environmental Criteria Manual.
  - (A) The control must provide at least the treatment level of a sedimentation / filtration system described in the City of Austin Environmental Criteria Manual.
  - (B) An impervious liner is required in an area where there is surface runoff to groundwater conductivity. If a liner is required and controls are located in series, liners are not required for the second or later in the series following sedimentation, extended detention, or sedimentation / filtration.
- (2) A water quality control must capture, isolate, and treat the water draining to the control from the contributing area. A water quality control must be placed when 10,000 square feet or greater of impervious cover is proposed. The required capture volume is:

- (A) the first one-half inch of runoff; and
  - (B) for each ten percent increase in impervious cover over 20 percent of gross site area, an additional 0.1 inch of runoff.
- (3) The location of a water quality control:
- (A) must avoid recharge features to the greatest extent possible; and
  - (B) must be shown on the slope map, preliminary plan, site plan, subdivision construction plan, or development permit application, as applicable.

(d) Operation and Maintenance. In both an eastern and a western watershed, the owner or operator shall be responsible for maintaining and shall maintain all permanent water quality controls in a proper manner and consistent with County and other applicable standards, including the BMP Maintenance Permit requirements of Section 82.917.

#### **82.945. Requirements for Quarries and Mines.**

(a) This section applies to proposals to develop land for the purpose of mining or quarrying. This section addresses best management practices for the control of pollutants discharged in storm water as a result of mining or quarrying activities. The following activities are exempt from the requirements of this section, but such activities must comply with all other applicable requirements of this Chapter and Chapter 64 of the Code:

- (1) Excavations or grading solely for domestic or farm use when carried out at a residence or farm;
- (2) Excavations or grading conducted for the construction, re-construction, maintenance, or repair of a roadway, railroad, airport facility, or other transportation facility where the excavation or grading is entirely within the property boundaries or easement of the facility;
- (3) Excavations for building construction purposes conducted on a building site; and
- (4) Quarry or mine sites where less than one acre of total affected acreage occurs over the life of the quarry or mine.

(b) An applicant must schedule a pre-proposal concept plan meeting with the County regarding any quarry or mine proposal that will disturb five or more acres of land surface. The meeting must focus on potential disturbed areas, slopes, buffers, water diversions, and water quality management practices, and may include a site investigation. If the proposal is within the geographic boundary of a groundwater conservation district, the applicant must notify the district of the plan prior to initiating a quarry or mining facility.

(c) Water Quality Management. A permit application shall address each of the following requirements and standards of this subsection.

- (1) For a project area not discharging to a pit:
  - (A) For the protection of water quality, mine and quarry projects subject to these performance standards shall provide water quality volume in accordance with the requirements of Section 82.944.
  - (B) The water quality volume requirements of Section 82.944 apply to parking lots, drives, buildings, and other development similar to typical land development projects. In addition, mine and quarry projects can use low impact development methodologies as identified in the LCRA Technical Manual to reduce or avoid storm water storage volume requirements. A plan shall be prepared that describes the proposed operational and maintenance needs for the water quality control facilities.
  - (C) For areas of exposed material stockpiles and non-stabilized active areas not draining to the pit, the quarry or mine project shall provide water quality volume in accordance with the requirements of Section 82.944.
- (2) For a project area discharging to the pit:
  - (A) An applicant for a quarry or mine development permit must demonstrate that each pit intended to be used as a permanent BMP is of sufficient size to contain the runoff volume of the 10-year, 24-hour storm without discharge during such a rain event.
  - (B) The runoff volume is derived from contributing drainage area to the excavation.
  - (C) An applicant shall use drainage diversions or other BMPs as necessary to prevent sediment from discharging into karst features.
  - (D) Recharge features with a surface opening greater than 0.25 square feet in area that are located on the floor of a quarry or mine must be sealed or protected in order to prevent sediment from infiltrating with storm water runoff.
- (3) Other Local, State, and Federal Regulations. An applicant must comply with Section 82.916 relating to other environmental authorizations required for the quarry or mine. In addition, the applicant must provide copies of, or access to all applicable plans, reports, and approvals from other regulatory agencies, for the following:

- (A) A Spill Prevention Control, Containment, and Countermeasures Plan required by the U.S. Environmental Protection Agency.
  - (B) A Hazard Communications Plan as required by the Mine Safety and Health Administration (MSHA);
  - (C) A Marl, Sand, and Gravel Mining Permit required by the Texas Parks and Wildlife Department for mining in public water of the State, if applicable; and
  - (D) Documentation of compliance with groundwater conservation district requirements, if applicable.
- (4) Unless waived by the County Executive as specified in subparagraph (E), an applicant must submit the following:
- (A) A hydrologic report prepared by a Texas-licensed professional engineer defining impoundments, streams, floodplains, and proposed drainage diversions including water quality BMPs within the proposed mine or quarry property boundaries.
  - (B) A hydrogeologic report prepared by a Texas-licensed professional geoscientist containing the aquifer identification, aquifer characteristics, DRASTIC classification, recharge zones, any karst features and depth to water on the site, well inventory, springs within one mile of the proposed mine or quarry property boundary, and identification of measures to protect groundwater recharge. The applicant must demonstrate compliance with setbacks from recharge features and public water supply wells in accordance with the TCEQ source water protection program and, if applicable, groundwater conservation district requirements.
  - (C) A surface water monitoring plan to supplement the TCEQ Industrial Multi-Sector General Storm Water Permit requirements. The owner or operator can use the TCEQ Multi Sector General Storm Water Permit as the plan, but shall monitor four events per year and provide data in the annual report. Parameters tested in the monitoring plan must include but are not limited to total suspended solids, pH, oil and grease, and total organic carbon.
  - (D) A groundwater monitoring plan that describes monitoring of water wells for water levels and water quality including characterization of background and down-gradient conditions. As part of its application for a Basic Development Permit, an applicant must propose a groundwater sampling plan that is based on professional practices regulated by the Texas Board of Professional Geoscientists or the Texas Board of Professional Engineers and that has parameters that include static water level, and levels

of pH, nitrate-nitrogen, total suspended solids, volatile organic carbon, total organic carbon, and total dissolved solids.

- (E) On a case-by-case and limited basis, the County Executive may waive the requirement for an applicant to submit one or more of the required reports and plans identified in subparagraphs (A) – (D). The determination will be based upon the significance of the site conditions, planned quarry or mine activities, size of the quarry or mine, and depth of excavation, professional standards for the appropriate submittals, and the project's potential impacts on surface water quality, including potential interactions of groundwater with surface water at a site. Submittals that are waived will be communicated in writing after review of the applicant's written justification for waiver and after the pre-quarry/mine planning meeting specified in subsection (b).

(5) Erosion and sedimentation shall be controlled by the owner and operator throughout the quarry and mine process and during closure and reclamation in accordance with Sections 82.934 – 82.940 and 82.970 – 82.974. Additional controls shall include best management practices that address operations related to potential storm water pollutants, such as vehicle washing, vehicle wash-out, particle washing, dust control, batch plant operation and building operations.

(6) The requirements for setbacks from critical environmental features and waterways specified in Section 82.941 apply to a mine or quarry proposal.

(7) Groundwater Conservation District Requirements. If a groundwater conservation district has jurisdiction, the sampling plan shall be designed to comply with the groundwater conservation district's guidelines.

(8) Design Criteria.

- (A) Excavation limits. All excavations may operate at a vertical slope but it is recommended that during excavation activities, side slopes not exceed a 2-horizontal to 1-vertical unit ratio on the portion of the site adjacent to or within a waterway setback in order to prevent a breach of a natural water body.
- (B) Portions of haul roads that drain into resource extraction excavations do not require water quality controls.
- (C) Temporary Stabilization Requirements. Any disturbed area that is observed to be the source of dust or sediment in runoff, including topsoil stockpiles, shall be re-vegetated to prevent erosion or runoff of sediment-laden storm water to natural water bodies, in accordance with Section 82.936(d)(3).

(9) Pit Backfill Requirements.

- (A) All pit side slopes must be stabilized at a 3-horizontal to 1-vertical unit ratio slope for reclamation to prevent erosion and to maintain overland sheet flow. However, the County Executive may approve a steeper incline if an applicant can demonstrate through either a field plot that is approved as part of a reclamation plan or a site-specific engineering analysis performed by a Texas-licensed professional engineer that the steeper slope will be sufficiently stable to prevent erosion and maintain overland sheet flow.
- (B) Fill material must conform to Section 82.943(d) and should be compacted from the bottom of the excavation to within five feet of final grade. The method of compaction must be in accordance with accepted engineering best practices and specified in the reclamation plan.
- (C) If an open pit is partially backfilled, then the side slopes must be restored to a final slope of a 3-horizontal to 1-vertical unit ratio in order to provide a stable angle of repose for re-vegetation, to prevent erosion, and to maintain overland sheet flow.
- (D) The final grade of backfilled areas may not exceed the pre-existing natural grade of the site prior to the initiation of extraction operations. An exception may be granted by the County Executive for future use as a roadway right-of-way or other fill that is outside of the 100-year floodplain and a waterway.

(10) Resource Extraction Plan. A resource extraction plan shall be prepared by a Texas-licensed professional engineer and submitted with the permit application. Each resource extraction plan must:

- (A) Show the location and approximate depth of the proposed resource extraction in plan and profile view. Plan view must include two foot contour (or less) interval topography at a scale no greater than one inch equals 400 feet. The submittal shall be a 24-inch by 36-inch document.
- (B) Include a general description of material to be extracted on a cross-section profile.
- (C) Show the location of all haul roads, equipment, office and facilities, and materials handling areas.
- (D) Describe all necessary measures and installations for diversion and drainage of runoff from the site to prevent pollutant discharges to water in the state and describe all runoff diversions that may drain to a neighboring property.

(E) Provide notes on operational storm water controls for all areas of land disturbance and a list of BMPs proposed for mined out areas that will be used as temporary sedimentation basins.

(F) Show proposed mine or quarry boundaries, property limits, mining limits, approximate mining depths, drainage plan, creek crossings, and diversions.

(G) Describe topsoil and topsoil substitute material management, including removal, determination of volumes relative to reclamation needs, storage, and containment procedures for accepting fill material and restoration methods.

(11) Reclamation Plan. Each application for a development application must include a reclamation plan prepared by a Texas-licensed professional engineer. The reclamation plan must describe how the site will be restored using final measures to protect water quality once the mining or quarrying activities are complete. The plan must address all areas affected by mining or quarrying, and show the steps that the applicant will take to restore the site to a condition that is stable, safe, and suitable for the applicant's proposed post-mining land use. Contemporaneous reclamation shall be conducted, whenever feasible, to minimize the area disturbed by mining or quarrying and to provide for reclamation of the site while mining or quarrying continues on other portions of the site. Each reclamation plan shall describe:

(A) The overall plan for the mine or quarry reclamation activities including methods (such as contemporaneous reclamation), proposed phases of reclamation for particular areas of the site, and a time schedule, including interim milestones and final completion.

(B) The location of components of the proposed reclamation plan such as protected riparian corridor areas, restoration of disturbed areas, areas of re-vegetation, and areas where future development is planned.

(C) Specific methods to establish vegetative cover within one-year of completion of each phase of excavation to restore areas to conditions that existed prior to the excavation, except on quarry walls and flooded areas, including within one-year of final completion of all resource extraction at the permitted site.

(D) Specific methods for reclamation of all structures, haul roads, and storage areas within one-year of completion of each phase of excavation and within one-year of final completion of all resource extraction at the permitted site.

(E) A re-vegetation plan for the site that is consistent with the SWP3 requirements of Section 82.936 or a plan developed in accordance with the U.S. Department of Agriculture Natural Resources Conservation Service's Conservation Practice Standard entitled "*Land Reconstruction, Abandoned Mined Land*" and referenced as Code 543.

(F) The measures that will be used, such as re-seeding or placement of erosion blankets, temporary irrigation, and other soil stabilization practices.

(G) The source of uncontaminated material and the procedures to be used in accepting off-site material for backfill, in accordance with TCEQ guidance from TCEQ's Rule Interpretation Summary Form 330-4.001.

(H) The methods for placing backfill material, the methods for compaction of backfill material, and the methods for placing topsoil and topsoil substitute materials.

(I) When applicable, the restoration methods and materials for reclamation as a constructed wetland and migratory fowl habitat must follow the criteria of the U.S. Army Corps of Engineers Regulatory Guidance Letter No. 02-2, December 24, 2002, *"Guidance on Compensatory Mitigation Projects for Aquatic Resource Impacts Under the Corps Regulatory Program Pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899"*.

(J) A detailed cost estimate for the construction that is necessary to completely implement the mine or quarry reclamation plan and that is consistent with the requirements of subsection (d).

(d) Fiscal Security. The following requirements are in addition to the requirements and procedures specified in Section 82.401.

(1) Filing. Following approval of the mine or quarry reclamation plan, and as a condition of the development permit, the applicant shall file fiscal security payable to Travis County. The fiscal security shall provide that the operator shall faithfully perform all requirements for construction of temporary erosion and sediment controls, permanent site stabilization, including complete implementation of the mine or quarry reclamation plan, in accordance with this Chapter.

(2) Amount and Duration. The amount of fiscal security shall equal as closely as possible the cost to the County Executive of hiring a contractor to complete either final reclamation or progressive reclamation according to the approved reclamation plan. The amount of the fiscal security will be reviewed periodically by the County Executive to assure it equals outstanding reclamation costs. The County Executive may accept a lesser amount if a permittee initiates a process to continuously increase the amount of fiscal security until it is adequate to complete reclamation. The period of fiscal security is dictated by the period of time approved of in the reclamation plan to establish the post-mining land use. The time period may extend beyond the development permit if required to accomplish successful and complete implementation of the reclamation plan.

(3) Certification of Completion and Release. The operator shall file a notice of completion with the County at the time the operator determines that reclamation of any portion of the mining or quarry site or the entire site is complete. The site, or portion thereof that was the subject of the notice of completion, shall be inspected by the County



to determine if reclamation has been carried out in accordance with the reclamation plan. A partial release of the fiscal security can occur if the County determines that compliance with a portion of the reclamation plan has been achieved and requires no waiting period. After the County determines that reclamation is complete, a certificate of completion will be issued to allow release of the fiscal security

(e) Assessment of Reclamation Success.

(1) The criteria for assessing when reclamation is complete and, therefore, when the fiscal security may be released shall be specified in the reclamation plan. Criteria to evaluate reclamation success shall be quantifiable.

(2) Completion of the re-vegetation success standards in the approved reclamation plan shall be determined by on-site inspection, reports presenting results, data, photo documentation, and other evidence that the criteria approved in the reclamation plan to ascertain success have been met, or a combination of inspections and reports.

(3) In those cases where the post-mining land use specified in the reclamation plan requires a return of the mining site to its pre-mining condition, the operator shall obtain baseline data on the existing plant community prior to site development and mining. These data will be used in the evaluation of reclamation success.

(4) Re-vegetation success may be determined by comparison to an appropriate reference area, comparison to baseline data acquired at the mine or quarry site prior to its being affected by mining, or comparison to an approved alternate technical standard.

(f) Responsibilities of the Owner and Operator. The owner and operator have the continuing obligation to operate and maintain a mine or quarry in accordance with all approved plans, specifications, and permit conditions. All approved closure, reclamation, and re-vegetation must be implemented by the owner and operator once active mining is concluded. Any substantial change in an approved plan for closure, reclamation, and re-vegetation requires the approval of a revised development permit application.

**82.946. Subdivision Plat Notes.**

(a) The following plat notes related to requirements in this Subchapter shall be included on a final subdivision plat. Additional notes may be required to more accurately reflect individual subdivision plat conditions.

(1) No cut or fill on any lot may exceed eight feet, excluding driveways, a building structure's footprint, or a parking area footprint, in accordance with the Travis County Code.

(2) As depicted on the plat, each protective easement from a critical environmental feature, including a cave, sinkhole, point recharge feature, bluff, canyon rimrock feature, wetland, and spring must remain in its existing, undeveloped, natural state. Natural

vegetative cover must be retained. Construction activities, wastewater disposal, and wastewater irrigation are prohibited within a protective easement. A residential lawn or hiking trail is allowable if it is a setback from a critical environmental feature in accordance with the Travis County Code.

(3) As depicted on the plat, the setback area identified for each waterway is a protective easement that must remain undeveloped and activities must be limited within the easement. The protective easement must remain free of construction, development, or other alterations except when specifically approved in a Travis County Development Permit.

(4) Before beginning construction activities on a subdivision lot, an owner or operator must be authorized under a Travis County Development Permit and, when applicable to the lot, a Storm Water Pollution Prevention Plan (SWP3). The SWP3 requires implementation of temporary and permanent Best Management Practices (BMPs), including erosion and sediment controls, for protection of storm water runoff quality, in accordance with the Travis County Code.

(5) The owner is responsible for maintaining and operating all permanent water quality controls in a proper manner consistent with all standards and requirements of the Travis County Code. See Document \_\_\_\_\_.

(6) Any activities that may adversely affect an existing tree of eight inches or more in trunk diameter in a right-of-way accepted for maintenance by Travis County must comply with all standards and requirements in the Travis County Code.

(b) The subdivision final plat must depict the following information related to the requirements of this chapter:

(1) Clearly marked and labeled, the location and dimensions of each protective easement pertaining to a setback from any critical environmental feature;

(2) Clearly marked and labeled, the location and dimensions of each protective easement pertaining to a setback from any waterway;

(3) Clearly marked and labeled, the location and dimensions of any waterway or karst buffer zone easement required by the Texas Commission on Environmental Quality, Edwards Aquifer Protection Program, pursuant to 30 TAC, Chapter 213;

(4) The location and dimensions of any permanent water quality control required by the Travis County Code, or permanent water quality control required by another jurisdiction;

(5) The easement locations listed in paragraphs (1) – (4) shall be integrated into the drainage, floodplain, and other easements.

**Subchapter J. Storm Water Pollution Prevention Plan Inspections.**

**82.950. Pre-Construction Conference Required.**

- (a) Except as described in Subsection (i), this section applies when a development application that requires a SWP3 is approved.
- (b) The requirements of this section are in addition to the pre-construction conference requirements of Section 82.603(d) if those requirements also apply to the development project.
- (c) The owner of a project, or owner representative, shall participate in a pre-construction conference with the designated Inspector before starting construction under an approved site plan or subdivision construction plan.
- (d) An owner, or owner’s representative, shall request to schedule the pre-construction conference when the owner determines that site construction will commence.
- (e) The owner or owner’s designated representative shall provide notice of the conference to the following persons or entities not later than the second business day before the conference:
  - (1) primary operator with operational control of the plans and specifications;
  - (2) designated Inspector(s);
  - (3) design engineer or representative for the approved plans and SWP3;
  - (4) contractor(s) and primary operator(s) with day to day operational control of the construction site;
  - (5) designated qualified inspector for the operator responsible for preparing the SWP3 inspection reports
  - (6) municipal development review representatives, as appropriate; and
  - (7) affected utility representatives.
- (f) At least two business days before convening a pre-construction conference, the owner or owner’s representative shall distribute approved plans for the development to each person identified in subsection (e) of this section receiving notice of the conference.
- (g) The SWP3 pre-construction conference may be a discrete meeting or a subset of a larger project pre-construction conference, but must include an on-site inspection and approval of the installation of the first phase of the project’s erosion and sediment controls before the construction activities can commence. Participants must utilize a SWP3 Operator Compliance Checklist available from Travis County summarizing the storm water management tasks which must be performed by the operator during construction. The Inspector shall briefly explain and discuss the SWP3 requirements with the participants. The conference shall include discussion of the following items in the approved permit, plans, and SWP3:

- (1) the approved phasing of the project, the non-structural erosion source controls, the detailed sequence of construction and BMP implementation, start dates, and schedule of events;
- (2) sediment control installation, phasing of the various perimeter and interior controls throughout construction, including structural erosion source controls such as diversion and dissipation, and maintenance requirements;
- (3) the adequacy of the initial installation and future control phases to address site conditions;
- (4) temporary and permanent stabilization and re-vegetation requirements and phasing schedule throughout construction, including critical site improvements and priority re-vegetation areas;
- (5) on or off-site temporary and permanent spoil and fill disposal areas, haul roads, and staging areas;
- (6) permanent water quality structural controls and related grading and drainage construction;
- (7) special conditions or provisions of plans or specifications, such as future homebuilding on lots, protection of waterways, critical environmental features, and trees to be saved;
- (8) observation and documentation of existing site conditions adjacent to and downstream from the limits of construction prior to soil disturbing activities, including waterways and potential outfall discharge routes, rights-of-way and easements, buffer zones, and critical environmental features;
- (9) site supervision of the SWP3 implementation by the Primary Operator's designated on-site project manager, including roles, responsibilities, and coordination when more than one operator is charged with tasks in implementing a shared SWP3;
- (10) monitoring inspections of the SWP3 by the operator's qualified inspector, and SWP3 inspections by the Inspector, and a schedule for submittal of the SWP3 Inspection Reports;
- (11) rain gage location or rainfall information source to be used during construction and reporting, when applicable;
- (12) the potential necessity for adjustment and revision of ESC and SWP3 controls;

(13) exchange of telephone numbers and other contact information for the primary and secondary operators, designated qualified SWP3 inspector for the owner, and designated Inspector; and

(14) final inspection and acceptance requirements.

(h) The owner's consulting engineer shall prepare and distribute notes, key decisions, and follow up from the preconstruction conference to all participants within three working days of completion of the conference.

(i) The requirement for a pre-construction conference does not apply to construction on a single family residential lot, unless so specified in the Travis County Development Permit, based upon the potential impact on water quality of the activities approved for construction.

### **82.951. Owner and Primary Operator SWP3 Inspections.**

(a) General. The requirements of this section are in addition to the applicable technical criteria in Section 82.933 and the requirements in Section 82.601.

(b) Owner and Operator SWP3 Inspection Responsibilities. An owner or operator shall comply with the following requirements in the implementation and inspection of construction projects and associated recordkeeping subject to a SWP3 and County development permit:

(1) The owner or operator shall post at the construction site a copy of the TCEQ CSN and, if the project disturbs five or more acres a copy of the NOI. No later than seven days before the start of construction, the owner or operator must provide to the County Executive a copy of the TCEQ CSN and a copy of the NOI, if any.

(2) The owner or operator shall designate an on-site project manager and personnel with the necessary experience, qualifications, and training who will be responsible for performing and monitoring the SWP3 ESC, BMPs, and construction activities to ensure specified practices and structural controls are continuously implemented and maintained in effective operating condition throughout construction. The Owner or Operator must perform any ongoing inspections, monitoring, and actions necessary to maintain compliance, including preparing a signed SWP3 Inspection Report on the schedule described in paragraph (4) of this subsection. Any necessary corrective action identified shall be recorded on the SWP3 Inspection Report. The owner or operator shall ensure any corrective action is promptly performed in accordance with the SWP3 and requirements of this Chapter.

(3) The owner or operator shall designate a qualified inspector familiar with the SWP3 and possessing the required certification as specified in Section 82.934(c) to conduct an SWP3 inspection of the site and prepare the signed SWP3 Inspection Report. The designated project manager and the qualified SWP3 inspector are to coordinate with the

Inspector on a regular basis during construction to help ensure the SWP3 controls and measures are properly implemented.

(4) SWP3 Inspection and Report Schedule. From the start of construction site soil disturbing activity until the entire site is temporarily or finally stabilized, the SWP3 inspections shall be conducted at least once every seven calendar days on a specifically defined day. In addition, a SWP3 inspection shall also be conducted within 48 hours of the end of a storm event of 0.5 inches or greater, unless the seven day inspection falls within the 48-hour period. Information from this post-storm event inspection shall be included in the signed SWP3 Inspection Report required every seven calendar days.

(5) When the entire site has been finally or temporarily stabilized, inspections must be conducted at least once every month until final inspection release. This also applies to discrete areas or phases of a larger active site which are finally or temporarily stabilized. Unfinished sites finally or temporarily stabilized but inactive for three months or longer must be inspected once every two months as a minimum.

(6) Long, narrow, linear construction activities where access is limited may be inspected on an alternate schedule, with representative inspections in accordance with the TCEQ General Permit, when approved by Travis County following submittal of documentation in support of the alternative.

(7) In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, the inspection must be conducted as soon as access is practicable.

(8) The SWP3 inspection must include inspection of the site for compliance with all applicable SWP3 requirements. Areas of the construction site shall be inspected to determine whether ESCs and BMPs are in full operating condition and to determine if there is evidence of, or the potential for, pollutants entering the drainage system and discharging off-site. Areas to be inspected include each:

(A) disturbed area that has not been finally stabilized and the approved limits of construction, including any area undergoing permanent vegetation establishment or temporary stabilization measures, and evaluation of the compliance of these areas with the approved sequence of construction, stabilization, and cessation of construction activities;

(B) area used for storage of materials and equipment that is exposed to precipitation;

(C) temporary or permanent fill and spoil storage or disposal area;

(D) outfall discharge location and the area immediately downstream of each outfall location;

- (E) structural control, including any sediment pond, sediment trap, and drainage diversion;
- (F) perimeter and interior sediment control measure;
- (G) haul road and location where vehicles enter or exit the site, and each adjacent roadway for evidence of off-site sediment tracking;
- (H) waterway crossing and each area adjacent to a surface water or critical environmental feature; and
- (I) concrete wash out area, non-storm water discharge control, and any other control or pollution prevention measure applicable, including control measures for dust, solid waste, de-watering, material spills, vehicle maintenance and washing, and wash water discharges.

(9) The SWP3 must be revised as necessary based on any inspection result by the primary operator or Inspector for Travis County, in a manner that will eliminate or minimize, to the maximum extent practicable, the discharge or potential discharge of pollutants in runoff. The owner or operator must revise the SWP3 as necessary in accordance with Section 82.935(j).

(10) Final Inspection and Certificate of Compliance. The owner or operator shall schedule a final inspection with the Inspector when all SWP3 and related construction plan requirements are completed. Completion of the SWP3 includes final site stabilization, removal and proper disposal of all sediment controls and accumulated sediment, and proper construction of each permanent storm water management control and drainage system. When required for the project, the final inspection must be preceded by submittal of the design engineer's concurrence letter, as required by Section 82.953.

(A) If the findings of the inspection demonstrate to Travis County that the SWP3 and construction plan requirements have been fully completed, a Certificate of Compliance will be issued for the project and any fiscal security for erosion and sedimentation controls or permanent storm water management facilities shall be released. The Notice of Termination (NOT) for the project may be submitted to TCEQ by the primary operator only after the Certificate of Compliance has been received from Travis County.

(B) If re-vegetation coverage is not fully completed, a Developers Contract as described in Section 82.936(d)(4) may be issued at the discretion of Travis County for eligible projects with fiscal security posted for erosion and sedimentation controls, as a conditional acceptance until the required vegetation coverage is attained.

(c) SWP3 Inspection Report Contents and Format.

(1) For each scheduled SWP3 inspection required by subsection (b) of this section, the designated, qualified inspector shall prepare and sign a SWP3 Inspection Report, certifying whether the site is in compliance with the SWP3, and describing any corrective actions necessary based on inspection of areas identified in paragraph (b)(8) of this section. The SWP3 Inspection Report shall contain notations on inspection findings as specified in this paragraph. The report contents shall include:

- (A) all locations of discharge of sediment or other pollutants from the site and each disturbance beyond the approved limits of construction;
- (B) all locations of a BMP that requires maintenance, including any BMP location identified in the previous SWP3 Inspection Report needing maintenance or revision that was not accomplished;
- (C) all locations of a BMP that failed to operate as designed or proved inadequate for a particular location;
- (D) all locations where an additional ESC or BMP is needed; and
- (E) a notation of all other SWP3 inspection findings, including: the site's compliance status with: the approved phasing, sequence of construction, temporary and permanent stabilization schedule, areas where construction has temporarily or permanently ceased, temporary and permanent spoil and fill disposal areas, and all applicable other controls and pollution prevention measures.

(2) SWP3 Site Notebook and Records. The SWP3 Site Notebook and contents, as described in Section 82.935(h), shall be maintained by the primary operator or the qualified inspector at the construction site, and it shall be readily available upon request. All SWP3 records must be kept by the owner or primary operator for a minimum of three years after site completion.

**82.952. Submittal of SWP3 Operator Inspection Reports.** At the request of the Inspector, the owner or operator shall periodically submit each SWP3 Inspection Report that is required by this subchapter. Each submittal shall be in a format and at a frequency agreed upon by the owner or operator and Inspector.

**82.953. Submittal of Engineer's Concurrence Letter.** This section applies to a development proposal that requires sealed plans prepared by a Texas-licensed professional engineer. At the time of substantial completion of construction in accordance with the approved construction plan, SWP3, and Travis County development permit, a Texas-licensed professional engineer shall submit a concurrence letter to Travis County and the owner which states the project has been substantially completed in conformance with the approved plans and development permit. The concurrence letter shall request a final inspection and approval that the project is complete. The concurrence letter must address completion of final stabilization as required by Section



82.936(d)(3)(H). These requirements are in addition to any applicable requirements of Section 82.604.

***Subchapter K. Roadways and Rights of Way.***

**82.970 Erosion and Sedimentation Control for Roadways and Drainage Easements.**

Temporary and permanent erosion control design for roadway right-of-way and drainage easement areas shall follow the technical criteria and standards in Sections 82.933, 82.936, 82.937, and 82.940 as a minimum, as well as the additional requirements outlined in this section. These standards apply to the construction of new roadways, improvements to existing roadways that require disturbance of land, and construction of utilities within existing roadway rights-of-way.

(a) The temporary ESC plan during construction shall be sufficient to minimize the discharge of sediment and pollutants to prevent sedimentation of drainage structures, off-site areas, surface waters, adverse impacts to aquatic life, reduced flow capacity, excessive stream bank erosion, erosion around structures, or damage of adjoining property.

(b) The permanent erosion control and stabilization plan design shall be in conformance with the Austin Drainage Criteria Manual and Environmental Criteria Manual requirements for velocities to be below erosive values for the particular soil conditions. All structures must be designed and constructed to withstand the forces of the 25-year, 24-hour storm event.

(1) The plan provisions must ensure permanent stabilization of all disturbed soil areas with permanent vegetation, including any slope and embankment including the following special considerations:

(A) Disturbed roadside slopes in excess of ten percent grade must be covered with temporary mulch or soil retention blanket or equivalent methods in addition to seeding to achieve permanent vegetative stabilization, whenever the slope's length and runoff volume have the potential to result in substantial erosion of the slope during or after the vegetation establishment period.

(B) The methods specified in (A) shall also be used on disturbed slopes around cross culvert and bridge crossings.

(2) The plan provisions must prevent erosion from runoff velocity exiting at an outlet of a culvert, bridge, storm sewer, and channel through use of a dissipater, rip-rap, level spreader, lining, gabion, or similar BMP, and include erosion control protection of the inlets to such structures where necessary;

(3) The plan provisions must prevent gullying and scouring of a roadside or outfall channel from high shear stress, through vegetation, lining, soil retention blanket, retard, drop structure, or similar BMP, both during and after the vegetation re-establishment period;

(4) The plan must include provisions that address impacts from the slope of an open channel, as follows:

(A) An open channel with a flow line grade of two percent or greater must be protected from erosion using temporary or permanent soil cover measures in addition to seeding to achieve permanent soil stabilization.

(B) Adequate soil cover measures in addition to seeding must be used to achieve permanent soil stabilization in an open channel less than two percent grade where the channel geometry, volume, velocity, or shear stress will result in erosion during or after the vegetation establishment period.

(C) Open channels with flow line grades between two to five percent must also consider structural hardening for flow line protection in addition to the measures described in subparagraph (A), if flow volume, velocity, and shear stress will result in channel erosion both during and after the vegetation establishment period.

(D) The considerations of subparagraph (C) are mandatory when the open channel grade exceeds five percent.

(E) When uneven soil conditions or geometry are present in the open channel, such as exposed bedrock or subsoil layers of varying hardness, these additional measures or alternatives must be used to achieve effective final stabilization.

(F) Channel volume, velocity, or shear stress calculations may be performed by the engineer to propose alternate channel stabilization measures, and these calculations are mandatory for channels required to be designed using the Austin Drainage Criteria Manual.

(5) The plan provisions must protect the integrity of any structural improvement and prevent excessive continuing sedimentation from an unstable right-of-way area into any drainage structure and roadside channel; and

(6) The plan provisions must stabilize a driveway approach to prevent erosion and achieve proper drainage conveyance on a rural design roadside, using a standard driveway approach detail approved by the County Executive.

(c) A stream crossing design for a roadway shall employ spanning, bridging, structural containment, or similar design methods to the maximum extent practicable to minimize the amount and the proximity of erodible fill soil for roadside embankments, approaches, and slopes adjacent to the stream crossings. Design and alignment for a proposed crossing of a waterway through a waterway setback may require approval of an exception in accordance with Section 82.941. Sediment controls and permanent erosion control design considerations for all stream crossing construction shall follow the applicable standards of this section and Sections 82.936 and 82.937.

### **82.971. Sustainable Roadways.**

(a) The County Executive may approve the use of alternative design criteria for selected roadside areas and local roadways to support the use of low impact development (“LID”) techniques for enhanced water quality and runoff mitigation if the design can substantially meet the traffic safety and drainage conveyance design standards in Section 82.302 and can be maintained on a long-term basis. Design criteria and LID techniques shall use the applicable technical standards in section 82.933. Alternate design criteria that may be approved include: ribbon curb without roadside drainage swales; grassed roadside drainage swale systems instead of curb and gutter; vegetative filter strips; storm water infiltration techniques; storm water wetlands; natural area preservation; reuse of native topsoil; native grasses and vegetation; and soil amendment and conservation landscaping. Alternative and LID designs must also demonstrate long-term maintenance feasibility.

(b) Applicability of Standards.

(1) Travis County improvements and maintenance to County-owned or leased land, easements, and rights-of-way shall follow the standards in this section where applicable. This includes capital improvement projects or any construction improvements to County roads, bridges, parks, drainage, utilities, buildings, and parking facilities. This also includes County road, park, or facilities operation and maintenance activities, including maintenance construction.

(2) Development permit and plat applications of any type that include proposed development activities in an existing or a proposed County right-of-way or easement shall follow the standards in this section.

(3) County right-of-way areas being regularly maintained by the property owners directly adjacent to such areas shall implement the native vegetation standards specified in section 82.972 whenever feasible, but may generally follow the landscape character and maintenance standards of the adjacent developed areas, or as agreed upon by local residents or neighborhood associations, or in accordance with any maintenance or license agreements entered into with Travis County.

**82.972. Native Vegetation.** The applicant should consider the use of native plants and grass cover for the re-vegetation of construction areas wherever it is feasible

(a) In determining whether to use native vegetation for re-vegetation and landscaping, an applicant shall consider the existing site conditions and planned uses of the area; the degree of urbanization versus the undeveloped, natural character of the area; the limitations of the available water supply for irrigation, and the owners and parties responsible for ongoing maintenance of the area

(b) An applicant should consider selected native vegetation and grass cover for areas that are more rural and natural in character, less urbanized and developed, and areas where regular landscape maintenance is less practicable are more suited to native vegetation, as well as any areas where it is desired to achieve a more natural, low-maintenance landscape condition.

(c) Seasonal native wildflowers should be considered for the roadsides and open spaces of Travis County, if it is feasible.

(d) An applicant should consider the use of sustainable designs with native plants to maintain or reduce long-term maintenance costs.

### **82.973. Tree Preservation.**

(a) **Applicability.** This section applies to Travis County improvements and maintenance to County-owned or leased land, easements, and rights-of-way. This includes capital improvement projects or any construction improvements to County roads, bridges, parks, drainage, utilities, buildings, and parking facilities. This also includes County road, park, and facility operation and maintenance activities, including maintenance construction. This section also applies to applications for development permits and plats as described in subsection (c) below.

(b) **County Project Implementation.** The County is responsible for ensuring the design and implementation of an applicable project is completed in conformance with the requirements of this section. The person responsible for the County project must prepare and submit a tree assessment to the County Executive for review.

(c) **Development Application Requirements.** Development permit and plat applications of any type that include proposed development activities affecting trees in an existing or proposed County right-of-way shall follow the standards in this section. The applicant must prepare and submit a tree assessment in accordance with subsection (d), when applicable, as part of the development permit review process.

(d) **Tree Assessment.**

(1) The applicant or the applicable Travis County department proposing a development must submit a tree survey and tree assessment that evaluates areas proposed for development on County-owned land, County-leased land, and County road right-of-way. The detailed tree survey area extent in the tree assessment must include the proposed right-of-way and easement areas on the site as a minimum. The assessment should include explanations of any alternate right-of-way corridor options considered to save any particularly valuable trees, and the rationale and feasibility of the corridor selected.

(2) The tree assessment must be consistent with the guidelines of the City of Austin *Environmental Criteria Manual, Section 3 – Tree and Natural Area Preservation* (effective [Insert effective date of rule]). The assessment must include a tree survey, identification of significant trees, proposed measures to preserve significant trees, and mitigation measures for significant trees that would not be preserved.

(3) A tree survey must be certified by a Texas-registered professional land surveyor and conducted in accordance with the most current land surveying practice pertaining to

topographic, easement and boundary surveys. The tree assessment must be prepared by a person qualified in the identification of trees present in Travis County and tree condition.

(4) When a tree assessment is required, a development permit applicant proposing activities affecting trees in a right-of-way or right-of-way easement shall submit tree assessment information that includes: trunk location and diameter, tree species, proximity to the proposed construction activities to a tree(s), proposed pruning or removal activities, and proposed protection measures. Subdivision and commercial site development construction shall include tree assessment information as part of the engineered, surveyed construction plan submittal.

(e) The tree assessment will be reviewed as a part of the application review process, or in response to a County departmental request. A determination will be made as to whether the tree assessment:

(1) is sufficiently complete and prepared consistent with the City of Austin Environmental Criteria Manual (“ECM”) guidelines;

(2) identifies significant trees and sufficiently avoided them in the development design;

(3) includes an analysis of design constraints and alternatives; and

(4) proposes sufficient mitigation measures when necessary.

(f) The approved tree assessment, the design constraints, tree protection measures, and mitigation become a part of the approved development plan, and shall be implemented in accordance with the approved permit and construction plans.

#### **82.974. Responsibility for Unaccepted Roadways.**

(a) An owner of an unaccepted roadway is the person responsible for pollution or the discharge of pollutants, or excessive storm water drainage impacts that may be caused by the operation of the roadway.

(b) The owner of a roadway whose operation is observed to be causing pollution, the discharge of pollutants, or excessive storm water drainage discharge impacts must mitigate such effects. Erosion mitigation measures, if required, shall follow sediment control and permanent erosion control and stabilization standards contained in Section 82.970 and Sections 82.933 - 82.940.

## EXHIBIT 2

## **Title VIII. Environmental**

### **Chapter 104. Discharge Prohibitions and Enforcement.**

- 104.001. Application.
- 104.002. Definitions.
- 104.003. Discharge Prohibitions.
- 104.004. Suspension of MS4 Access.
- 104.005. Industrial or Construction Activities Discharges
- 104.006. Requirement to Prevent, Control, and Reduce Storm Water Pollutants  
by the Use of Best Management Practices.
- 104.007. Watercourse Protection.
- 104.008. Spill or Discharge of a Pollutant, Including a Hazardous Substance.
- 104.009. Right of Entry.
- 104.010. Enforcement.



## **Chapter 104. Discharge Prohibitions and Enforcement.**

### **104.001. Application.**

(a) This chapter applies to any illicit discharge and to any discharge of a pollutant into a conveyance, water in the state, or into the Travis County Municipal Separate Storm Sewer. This chapter describes the prohibitions and standards that will eliminate the discharge of unauthorized waste into the Travis County storm sewer system and waters in the State.

(b) This chapter is adopted pursuant to the authority granted by Sec. 573.002(a) of the Texas Local Government Code, which provides Travis County the authority to take any necessary or proper action to comply with the requirements of the storm water permitting program established under Section 402, Federal Water Pollution Control Act (33 U.S.C. section 1342) and the authority to develop and implement controls to reduce the discharge of pollutants from any conveyance or system of conveyance owned by the county and the authority

### **104.002. Definitions.**

- (1) "Best management practices" or "BMPs" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of water in the state or the Travis County MS4. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. In the Lake Travis watershed, BMP means those practices, including but not limited to those described in LCRA's Technical Manual, that effectively manage storm water runoff quality and volume.
- (2) "Conveyance" means curbs, gutters, man-made or natural channels and ditches, drains, pipes, and other constructed features designed or used for flood control or to otherwise transport storm water runoff.
- (3) "Discharge" or "To discharge" means to either deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of, or to allow, permit, or suffer any of these acts or omissions.
- (4) "Hazardous substance" means any substance designated as such by the administrator of the Environmental Protection Agency pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601 et seq.), regulated pursuant to Section 311 of the federal Clean Water Act (33 U.S.C. Sec. 1321 et seq.), or designated by the Texas Commission on Environmental Quality.
- (5) "Illicit connection" means a man-made drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter a municipal separate storm sewer including but not limited to any conveyance which allows sewage, process wastewater, wash water, or cooling water to discharge to a municipal separate storm sewer

regardless of whether the connection had been previously allowed, permitted, or approved by an authorized enforcement agency or, any drain or conveyance connected from a commercial or industrial site to a municipal separate storm sewer which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

- (6) "Illicit discharge" means any discharge to a conveyance or a municipal separate storm sewer that is not composed entirely of storm water except discharges pursuant to a TPDES permit (other than the TPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from fire fighting activities.
- (7) "Industrial activity" means manufacturing, processing, material storage, and waste material disposal areas (and similar areas where storm water can contact industrial pollutants related to the industrial activity) at an industrial facility described by the TPDES Multi Sector General Permit, TXR050000, or by another TCEQ or TPDES permit.
- (8) "Municipal Separate Storm Sewer" means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):
  - (A) owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to water of the United States;
  - (B) designed or used for collecting or conveying storm water;
  - (C) which is not a combined sewer; and
  - (D) which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.
- (9) "Non-storm water discharge" means any discharge to the Municipal Separate Storm Sewer that is not composed entirely of storm water.
- (10) "Operator" means the person responsible for the overall operation of a site or facility.
- (11) "Owner" means the owner of real property subject to a proposed or existing subdivision, site, parcel of land, or development.

- (12) "Person" means an individual, association, partnership, corporation, municipality, state or federal agency, or an agent or employee thereof.
- (13) "Person responsible" or "responsible person" means:
- (A) the owner, operator, or demise charterer of a vessel from which a spill emanates;
  - (B) the owner or operator of a facility from which a spill emanates; or
  - (C) any other person who causes, suffers, allows, or permits a spill or discharge.
- (14) "Pollutant" means dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any water in the state. The term includes:
- (A) tail water or runoff water from irrigation associated with an animal feeding operation or concentrated animal feeding operation that is located in a major sole source impairment zone as defined by Texas Water Code, Section 26.502; or
  - (B) rainwater runoff from the confinement area of an animal feeding operation or concentrated animal feeding operation that is located in a major sole source impairment zone, as defined by Texas Water Code, Section 26.502; and
  - (C) the term does not include tail water or runoff water from irrigation or rainwater runoff from other cultivated or uncultivated rangeland, pastureland, and farmland that is not owned or controlled by an operator of an animal feeding operation or concentrated animal feeding operation on which agricultural waste is applied.
- (15) "Pollution" means the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.
- (16) "Premises" means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
- (17) "Storm water" and "storm water runoff" means rainfall runoff, snow melt runoff, and surface runoff and drainage.

- (18) "Storm Water Pollution Prevention Plan" or "SWPPP" or "SWP3" means a document which describes the Best Management Practices and activities to be implemented by a person to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Water in the State, a Conveyance or a Municipal Separate Storm Sewer to the Maximum Extent Practicable. The contents of the SWP3 shall include all practices and activities required by the relevant TCEQ permit as well as including additional requirements derived from the Travis County Code.
- (19) "TCEQ" means Texas Commission on Environmental Quality or any successor agency.
- (20) "Texas Pollutant Discharge Elimination System" or "TPDES" means the state program for issuing, amending, terminating, monitoring, and enforcing permits authorizing the discharge of pollutants to water in the State of Texas, and imposing and enforcing pretreatment requirements, under Clean Water Act §§ 307, 402, 318 and 405, the Texas Water Code and Texas Administrative Code regulations.
- (21) "Waste" means sewage, industrial waste, municipal waste, recreational waste, agricultural waste, or other waste, as the terms are defined in Texas Water Code, Section 26.001.
- (22) "Water" or "water in the state" means groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

#### **104.003. Discharge Prohibitions.**

- (a) No person may cause, suffer, allow, or permit the discharge of any waste or of any pollutant, or the performance or failure of any activity other than a discharge, in violation of this subchapter.
- (b) No person may discharge or cause to be discharged into the Municipal Separate Storm Sewer or into a water in the State any pollutant that causes or contributes to a violation of applicable water quality standards, other than storm water authorized by permit or similar authorization issued by the TCEQ. The commencement, conduct or continuance of any illicit discharge is prohibited except as described in subsections (c) and (d).
- (c) The following discharges are allowed so long as they do not substantially contribute pollutants in storm water runoff:

- (1) water line flushing, excluding discharges of hyper-chlorinated water, when the water is first de-chlorinated and discharges are not expected to adversely affect aquatic life;
- (2) water line breaks, so long as sediment and chlorine in the discharge is controlled such that there is no impact to aquatic life;
- (3) water line hydrant testing, so long as rust deposits and chlorine levels do not result in an impact to aquatic life;
- (4) runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
- (5) discharges from a potable water source; diverted stream flow; rising ground water or spring;
- (6) discharges from uncontaminated ground water infiltration;
- (7) discharges from uncontaminated, pumped ground water;
- (8) discharges from uncontaminated foundation and footing drains;
- (10) discharges from air conditioning condensation;
- (11) discharges from water pumped from an elevator sump or utility vault, so long as it is free of oil and visible sheen;
- (12) discharges from individual residential exterior car washing with mild detergents only and when using no degreasers nor other chemicals;
- (13) flows from a wetland, riparian habitat, or diverted stream flow;
- (14) uncontaminated discharges associated with a de-chlorinated, residential swimming pool, spa, or ornamental fountain, excluding filter backwash wastewater and excluding saline water;
- (15) uncontaminated discharges from the routine washing of pavement conducted without the use of detergents or other chemicals and where spills or leaks of oil, toxins, or other hazardous materials have not occurred (unless all spilled material has been removed), but does not include discharges of street sweeper wash water;
- (16) discharges from fire fighting activities where foam or chemical agents are not used (and not including washing of trucks, runoff from training activities, and similar activities);
- (17) discharges of uncontaminated fire test maintenance and fire sprinkler/suppression system water;

- (18) discharges specified in writing by the County Executive as being necessary to protect public health and safety;
- (19) discharges of uncontaminated water used for dust suppression;
- (20) dye testing is an allowable discharge, but requires a verbal notification to the County Executive prior to the time of the test;
- (21) discharges associated with dewatering of collected storm water in an above-ground storage tank secondary containment area, so long as the water is free of contaminants, oil, or visible sheen;
- (22) discharges from dewatering of collected storm water in a construction pit, if free of silt, oil, or visible sheen;
- (23) discharges of storm water from an authorized permanent water quality control;
- (24) discharges of ballast water from a petroleum storage tank pit during installation; and
- (25) discharges from a dumpster or similar receptacle, so long as it is water free of contaminants, oil, and visible sheen.

(d) The prohibition does not apply to any non-storm water discharge permitted under a TPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the federal Environmental Protection Agency and TCEQ, provided that the authorized person is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the Municipal Separate Storm Sewer.

(e) The construction, use, maintenance, or continued existence of an illicit connection to the Municipal Separate Storm Sewer is prohibited. This prohibition expressly includes, without limitation, an illicit connection made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is considered to be in violation of this ordinance if the person connects a line conveying a pollutant to the Municipal Separate Storm Sewer, or allows such a connection to continue

#### **104.004. Suspension of MS4 Access.**

(a) Travis County may, without prior notice, require a person to immediately stop an illicit discharge into either the Municipal Separate Storm Sewer or water in the state when such suspension is necessary to prevent imminent and substantial danger to environmental quality, or to the health or welfare of any person. If a person fails to comply with the suspension order, Travis County may take such steps as deemed necessary to prevent or minimize damage to the Municipal Separate Storm Sewer or water in the State, or to minimize danger to persons.

(b) After providing notice, Travis County may suspend a person's access to discharge into the Municipal Separate Storm Sewer or water in the state in violation of this ordinance if such termination would abate or reduce pollution caused by an illicit discharge.

(c) Travis County will notify the responsible person of the proposed termination of access to the Municipal Separate Storm Sewer. The person responsible may petition the authorized enforcement agency for a reconsideration and hearing.

(d) It is a violation if access is reinstated without the prior approval of the County Executive.

**104.005. Industrial or Construction Activities Discharges.** Any person authorized to discharge pollutants generated from an industrial or construction activity that is subject to a TPDES storm water discharge permit or similar authorization shall comply with all provisions of such permit. Proof of compliance may be required in a form acceptable to Travis County prior to allowing discharge into the Municipal Separate Storm Sewer.

**104.006. Requirement to Prevent, Control, and Reduce Storm Water Pollutants by the Use of Best Management Practices.**

(a) Travis County requires that Best Management Practices (BMPs) be identified and incorporated into any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the Municipal Separate Storm Sewer, or water of the State.

(b) The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other waste into the Municipal Separate Storm Sewer or water in the state through the use of structural and non-structural BMPs.

(c) Any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required by the County Executive to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the Municipal Separate Storm Sewer or water in the state.

(d) Compliance with all terms and conditions of a valid TPDES permit authorizing the discharge of storm water associated with industrial activity, along with any additional, more stringent requirements required by a Travis County development permit, shall be deemed in compliance with the provisions of this section. These BMPs shall be part of a storm water pollution prevention plan (SWP3) as necessary for compliance with requirements of the TPDES permit.

**104.007. Watercourse Protection.** Any responsible person, owning or leasing property through which water in the State passes, shall keep and maintain that part of the watercourse within the property free of waste that would cause a condition of pollution to exist. In addition, a

responsible person shall maintain privately owned structures within or adjacent to a watercourse (including but not limited to a dam or weir), so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

**104.008. Spill or Discharge of a Pollutant, Including a Hazardous Substance.**

(a) The person responsible shall prevent the spill or discharge of any hazardous substance into the water in the state and to cause the removal of such spills and discharges without undue delay.

(b) Whenever an accidental discharge or spill occurs at or from any activity or facility which causes or may cause pollution, the responsible person for the activity or facility shall notify the TCEQ and each state and federal agency, as required by law, as soon as possible and no later than 24 hours after the occurrence.

(c) When the person responsible becomes aware or discovers that an accidental discharge or spill described by subsection (b) may adversely affect a public or private source of drinking water, or may adversely affect a Travis County road, including a right-of-way, the individual shall also immediately notify Travis County as soon as possible and no later than 24 hours after the occurrence.

(d) Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in an illicit discharge or pollutants discharging into storm water, the Municipal Separate Storm Sewer, or water in the State, the responsible person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.

**104.009. Right of Entry.**

(a) In accordance with Texas Water Code, Sec. 26.171, a Travis County representative shall be permitted to enter and inspect the premises of any person to determine whether or not:

- (1) the quality of the water meets the state water quality standards adopted by the TCEQ;
- (2) a person discharging effluent into the public water located in an area of which Travis County has jurisdiction has obtained permits for discharge of the effluent;
- (3) a person who has a permit is making discharges in compliance with the requirements of the permit; and
- (4) the information provided in an application for permit, plat, or other authorization can be verified by an on-site evaluation.

(b) In accordance with Texas Water Code, Sec. 26.173, a Travis County representative shall be permitted the right to enter public and private property within its territorial jurisdiction to make



inspections and investigations of conditions relating to water quality. The Travis County representative, in exercising this power, is subject to the same provisions and restrictions as the TCEQ in accordance with Texas Water Code, Sec. 26.014.

(c) A Travis County representative shall be permitted to enter and inspect premises as often as may be necessary to determine compliance with this chapter. If an owner or operator has security measures in force which require proper identification and clearance before entry into its premises, the person shall make the necessary arrangements to allow access to a Travis County representative.

(e) Facility operators shall allow the Travis County representative ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of a TPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.

(f) The Travis County representative shall follow all appropriate safety precautions and shall don personal protection equipment that may be applicable to an area of the premises being inspected.

(g) If the premises are occupied, the Travis County representative shall present credentials and request entry. If the premises are unoccupied, the Inspector shall attempt to contact a responsible person and request entry before entering.

(h) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected or sampled shall be promptly removed by the operator at the written or oral request of the Inspector and shall not be replaced.

(i) A delay of 30 minutes or more in allowing the Travis County representative access to a permitted facility is a violation of a storm water discharge permit and of this chapter. A person who is the owner or operator of a facility with a TPDES permit to discharge storm water associated with industrial activity commits a violation if the person denies the Inspector reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

(j) If the Travis County representative has been refused access to any part of the premises from which storm water is discharged, and is able to demonstrate probable cause to believe that there may be a violation of this subchapter, or that there is a need to inspect or sample as part of a routine inspection and sampling program designed to verify compliance with this subchapter or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Travis County representative may seek issuance of a search warrant from any court of competent jurisdiction, in accordance with the enforcement policy adopted by the Commissioners Court on June 26, 2001.

#### **104.010. Enforcement.**

(a) Civil Remedies.

(1) In accordance with Texas Local Government Code, Sec. 573.003, whenever Travis County finds that a person has violated a prohibition or failed to meet a requirement of this chapter, that person is liable to the county for a civil penalty of not more than \$1,000 for each violation. Each day a violation continues is considered a separate violation for purposes of assessing the civil penalty.

(2) Travis County may bring suit in a district court to:

(A) restrain a violation or threatened violation of a rule or requirement adopted by the county in this Code; or

(B) recover a civil penalty authorized by Texas Local Government Code, section 573.003(a).

(3) Travis County may use means other than civil penalties and injunctions when necessary to enforce violations or requirements of the Code. Such means may include informal actions to deter non-compliance as described in enforcement policy adopted by the Commissioners' Court on July 26, 2001.

(b) Abatement of Violation and Remediation. Any person violating any of the provisions of this chapter is liable for any costs of violation abatement or remediation of any property, land, water, or wildlife habitat negatively affected, damaged, or threatened as a result of any such violation. The cost of abatement or remediation is the responsibility of that person and not a cost borne by Travis County and any other affected entities.

(c) Injunctive Relief. It is unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. If a person has violated or continues to violate the provisions, Travis County may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation. Travis County may recover all attorney fees, court costs, and other expenses associated with enforcement of the Code, including sampling and monitoring expenses.

(d) Criminal Prosecution. Any person who has violated or continues to violate the requirements of this chapter shall be liable to criminal prosecution to the fullest extent as allowed under applicable law, and shall be subject to any criminal penalty or imprisonment authorized under such applicable criminal law.

(e) Remedies Not Exclusive. The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of Travis County to seek cumulative remedies. The discharger is subject to any administrative, civil, or criminal penalties, as applicable under the Texas Water Code.

## EXHIBIT 3

## Crosswalk for Proposed Repeals to Chapter 82 and Chapter 108

Affected Rule	Existing Requirement	Disposition of the Requirement
82.204(c)(25)(B)	Under this requirement, final plats can be approved only when the applicant submits information on environmental permits required by other jurisdictions.	These requirements have been supplemented with other environmental authorizations for which an applicant must show evidence of compliance. Together, these requirements are proposed in Section 82.916.
82.209(a)	This subsection specifies that the scope of the 2005-adopted water quality protection requirements is outside of all municipal ETJs.	Proposed Section 82.912 describes the scope of water quality protection requirements as being all unincorporated areas of Travis County, including all ETJs, except that the water quality requirements do not apply to subdivision proposals in the City of Austin ETJ processed through the Single Office of Review.
82.209(b)	This subsection identifies basic requirements to control pollutant discharges of construction site runoff and requirements for a pre-construction conference.	Proposed Sections 82.935 – 82.939 detail storm water quality measures for construction activities. Section 82.950 details requirements for a pre-construction conference.
82.209(c)	This subsection defines certain environmental features and establishes distance buffers between development and either an environmentally valuable feature or waterway.	The definitions are modified and proposed for addition to Section 82.002. The definition of bluff has been changed to characterize more formations as bluffs. The requirements for setbacks have been strengthened for eastern watersheds and waterways with adjacent bluffs, for rim rock, and these changes are proposed in Section 82.941.
82.209(d)	This subsection identifies restrictions on the use of cut and fill of land under development.	The requirements have been modified, clarified, and new requirements are proposed relating to the quality of fill material. These requirements are proposed for Section 82.943.
82.209(e) – (g)	These subsections describe the requirements for permanent, structural water quality controls.	The engineering standards for these controls are not proposed for change and are specified in Section 82.944.

Affected Rule	Existing Requirement	Disposition of the Requirement
82.209(h)	This subsection requires that permanent, structural water quality controls be maintained by the property owner.	The proposed requirement for a BMP Maintenance Permit requiring proper operation and maintenance for these structures and annual fees are proposed in 82.917 through 82.919.
82.209(i)	This subsection requires that a person submitting a preliminary plan shall provide information on how storm water will be managed to protect water quality once the construction phase commences.	These requirements are proposed for Section 82.939 and have been expanded with some additional detail.
82.209(j) and 82.211(j)	These subsections adopted 2009 City of Austin and 2007 LCRA technical criteria manuals as standards for review of development proposals to Travis County.	Use of the same criteria manuals are proposed in Section 82.933. The proposed rule references the latest City of Austin manual approved on the date the Commissioners' Court adopts 82.933.
82.209(k) and 82.211(k)	These subsections identify that water quality controls are subject to the same requirements as drainage structures and specify fiscal security requirements in the HLWO area.	These general statements are proposed to be replaced with more specific standards for storm water, including fiscal security (new 82.920 and amended 82.401), construction plans (82.935), and required inspections (82.951 – 82.952).
82.211(a)	This subsection identifies the purpose of rule amendments in 2010, which set out requirements for water quality protection in the HLWO area.	This specific purpose is no longer needed. The more broad purpose of proposed Chapter 104 is found in 104.001.
82.211(b)	This subsection defines best management practices (BMPs), commercial development, master plan, single family subdivision development, and single family residence.	In proposed amendments to 82.002, the definition of BMP has been modified to be consistent with the TCEQ and the LCRA definitions. The definitions of commercial development and master plan are also proposed for amendment in 82.002. The definitions of single family subdivision development and single family residence are supplanted with applicable Travis County terminology in 82.002.

Affected Rule	Existing Requirement	Disposition of the Requirement
82.211(d)	This subsection describes submittal requirements to Travis County and LCRA for applications subject to review by both entities.	The submittal requirements for applicants for environmental review are proposed in 82.914 and the environmental requirements for each application type are proposed in 82.931.
82.211(e)	This subsection adopted a standard for the LCRA HWLO area for pre-application meeting for certain large developments.	This requirement is proposed for the same class of large applicants, and has been expanded to apply to all parts of Travis County jurisdiction in proposed 82.915.
82.211(f)	This subsection establishes distance buffers between development and a waterway in the HLWO area.	In proposed 82.941, setbacks established for the HLWO area are proposed to be the same and to apply to all western watersheds of Travis County.
82.211(g) - (h)	These subsections principally cross-references other sections in Chapter 82.	Proposed 82.935 – 82.940 and 82.943 detail the requirements for storm water quality at construction sites and cut and fill, respectively
82.211(i)	This subsection describes the requirements for permanent, structural water quality controls in the HLWO area.	The engineering standards for these controls are not proposed for change and are specified in Section 82.944.
82.302(f)	This subsection identifies general standards to control construction-related impacts on water quality in the HLWO area.	Proposed 82.935 – 82.940 detail storm water quality measures for construction activities in all parts of Travis County jurisdiction.
82.302(g)	This subsection requires that development comply with USEPA general permits relating to construction and industrial activity.	The existing section is out-of-date and references a time before TCEQ assumed the NPDES program from USEPA in Texas. Proposed 82.935 – 82.940 detail storm water quality measures for construction activities. This section includes the specific requirements from the TCEQ-issued construction general permit. Proposed 82.916, 82.945, and new proposed Chapter 104 address discharges associated with industrial activity.
108.001 – 108.018	In 1995, this Chapter was adopted as the tree preservation policy that applies on County property and rights of way.	Proposed 82.973 would adopt very similar procedures and standards and would reference the use of the COA tree preservation guidelines adopted in the city’s Environmental Criteria Manual.

## EXHIBIT 4

**Legislative Version of Rule Amendment Proposal  
Chapters 82 and 64, Travis County Code**

**Reader's Guide**

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

Underline format is proposed new text

**Text shown in strike-through is proposed for deletion, for example:**

~~Strike-through format is text proposed for deletion~~

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



**Section 82.002. Definitions.** For the purposes of ~~this chapter~~the Manual, the definition of various terms, phrases, words, and their derivations will have the meaning ascribed to them herein. When not consistent with the context, words used in the present tense include the future; words used in the singular number include the plural number; and words used in the plural number include the singular number. Any office referred to herein by title will mean the person employed or appointed for that position of his/her duly authorized deputy or representative. Definitions not expressly authorized herein are to be considered in accordance with customary usage. Additional definitions of words and phrases not defined in this section may be found in Section 64.031 of the Travis County Code. The definition of specific terms, phrases, ~~word~~words, and their derivations applicable to matter contained in ~~this chapter~~the Manual are as follows:

**The following definitions are proposed to be amended in this section, as follows:**

“Best Management Practices” or “(BMPs)” mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of water in the state or the Travis County MS4. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. In the Lake Travis watershed, BMP means those practices, including those described in LCRA’s Technical Manual, that effectively manage storm water runoff quality and volume. Practices specified to prevent and abate nonpoint source pollution resulting from stormwater runoff. These can include, but are not limited to, site design guidelines, temporary and permanent erosion controls, stormwater treatment ponds, and land management practices.

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

“County Executive” or “Executive Manager” means the ~~county~~ executive ~~manager~~ of the Transportation and Natural Resources Department of Travis County, a successor department, or a person designated by the ~~county~~ executive ~~manager~~.

“Erosion and ~~Sediment~~Sedimentation Controls” ~~mean temporary~~—Temporary and permanent Best Management Practices (BMPs) specified for preventing and abating accelerated soil erosion and sedimentation ~~control to the maximum extent practicable~~ during construction and are removed after completion of ~~re-vegetation~~revegetation. Permanent practices remain permanently in place to prevent soil erosion.

“Master Development Plan” or “Master Plan” means a conceptual plan of a multi-phased development showing the order of phased development, boundaries, adjacent property, environmental features (such as creeks, tributaries, slopes, recharge features, etc.), roads, designated land uses, sites for special use, and proposed location of water quality protection measures for the development. The plan includes a—reasonably detailed map or schematic drawing containing the following:

- (A) The boundaries of the entire development;
- (B) The names of adjacent platted subdivisions or the names of the record owners of adjoining unplatted property;
- (C) The location, width, and names of all existing or platted streets or public rights-of-way and all existing easements within and adjacent to the development;
- (D) The layout and width of proposed arterials, thoroughfares and collector streets and the general configuration of proposed streets and alleys;
- (E) The general arrangement and designations of land uses, and any sites for special use (that is, for parks, open space, detention, or public facilities);
- (F) The approximate location of the 25-year flood plain and the 100-year flood plain, the location and width of existing drainage channels, creeks and water courses within the development;
- (G) The location of proposed drainage courses and any necessary off-site extensions.

“Owner” means the ~~The~~ owner of real property subject to a proposed or existing subdivision, site, parcel of land, or development. Also: Subdivider, Applicant, Developer.

~~Stormwater~~ “Storm Water Pollution Prevention Plan” or “SWPPP” or “SWP3” means a document the plan required by the construction general permit issued by the Texas Commission on Environmental Quality (TCEQ) which describes the best management practices and activities to be implemented by a person to identify and address potential sources of pollutants or contamination at a site and the actions to eliminate or reduce pollutant discharges to water in the state, a conveyance, or a Municipal Separate Storm Sewer to the maximum that are reasonably expected to affect the quality of discharges from a construction activity, and that describes the implementation of practices that will be used to minimize to the extent practicable. The contents of the SWP3 shall include all practices and activities required by the relevant TCEQ permit as well as including additional requirements specified in the Travis County Code the discharge of pollutants in storm water during the construction activities required during land development.

“Western Watershed” means the ~~The~~ Lake Travis, Lake Austin or ~~Town~~ Lady Bird Lake watersheds.

**The following definitions are proposed additions to this section:**

“Aggregate” means any commonly recognized construction material originating by the disturbance of the surface, including dirt, soil, rock asphalt, clay, granite, gravel, gypsum, marble, sand, shale, stone, caliche, limestone, dolomite, rock, rip rap, dimension stone, minerals, and other similar substance.

“Agricultural Development” means activities associated with the production of livestock or use of the land for planting, growing, cultivating, and harvesting crops, or participating in a wildlife management plan. Agricultural development does not include the processing of plant or animal products after harvesting nor the production of timber and forest products..

“Applicant” means a person who submits an application to Travis County.

“Bluff” means a feature that is adjacent to a waterway that has a vertical change in elevation of more than 40 feet and an average gradient measured from the base of the bluff to its crest greater than a 1 : 1 slope (greater than one (1) foot vertical for each one (1) foot horizontal).

“BMP Maintenance Permit” means an operating permit issued by the County Executive to maintain the permanent water quality controls associated with a completed development.

“Canyon Rimrock” means a rimrock that is adjacent to a waterway that has a rock substrate with a gradient that exceeds 60 percent for a vertical distance of at least four feet, and that is exposed for at least 50 feet horizontally along the rim of the canyon.

“Certified Erosion, Sediment, and Storm Water Inspector” or “CESSWI” means a person who holds a valid certification issued by EnviroCert International, Inc., and who possesses the qualifications and experience necessary for the inspection of ESC and SWP3s.

“Certified Inspector of Erosion and Sediment Control” or “CIESC” means a person who holds a valid certification issued by CIESC, Inc., and who possesses the qualifications and experience necessary for the inspection of ESC and SWP3s.

“Certified Professional in Erosion and Sediment Control” or “CPESC” means a person who holds a valid certificate issued by EnviroCert International, Inc, who possesses the qualifications and experience necessary for SWP3 and ESC plan development, approval, evaluation, and inspection.

“Clean Water Act” or “CWA” means the federal Water Pollution Control Act (33 U.S.C. §§1251 - 1387 (1977, as amended)).

“Common Plan of Development” means a construction activity that is completed in separate stages, separate phases, or in combination with other construction activities. A common plan of development (also known as a “common plan of development or sale”) is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or

hearing, zoning requests, or other similar documentation and activities. A common plan of development does not necessarily include all construction projects within the jurisdiction of a public entity (e.g., a city or university). Construction of roads or buildings in different parts of the jurisdiction would be considered separate "common plans," with only the interconnected parts of a project being considered part of a "common plan" (e.g., a building and its associated parking lot and driveways, airport runway and associated taxiways, a building complex, etc.). Where discrete construction projects occur within a larger common plan of development or sale but are located ¼ mile or more apart, and the area between the projects is not being disturbed, each individual project can be treated as a separate plan of development or sale, if any interconnecting road, pipeline or utility project that is part of the same "common plan" is not included in the area to be disturbed

"Construction Activity" means clearing, grading, and excavating that results in land disturbance of equal to or greater than one acre. Construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal or greater than one acre. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

"Construction Support or Maintenance Area" means an area placed either on or in the proximity of a construction site or activity, used by the owner or operator of the construction site, for support activities associated with the development or construction, including areas for concrete or asphalt batch operations, material formulation or fabrication, construction or sales office, material storage, vehicle storage or maintenance, and similar activities.

"Contemporaneous Reclamation" means the sequential or progressive reclamation of the portions of a mining or quarrying site affected by mining or quarrying operations that is performed in advance of final site reclamation, but which may or may not be final reclamation, performed to minimize the area exposed to erosion, at any one time, by mining or quarrying activities.

"Conveyance" means curbs, gutters, man-made or natural channels and ditches, drains, pipes, and other constructed features designed or used for flood control or to otherwise transport storm water runoff.

"Critical Environmental Feature" means a feature that is of critical importance to the protection of environmental resources, and includes a bluff, canyon rimrock, cave, point recharge feature, sinkhole, spring, and wetland.

"Discharge" or "To Discharge" means to either deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of, or to allow, permit, or suffer any of these acts or omissions.

"DRASTIC" means a classification system for comparing land units on the basis of their vulnerability to ground-water pollution, a detailed description of which is found in Appendix 1 of Title 30, Texas Administrative Code, Chapter 210.

“Fill” or “Fill Material” means material including, but not limited to rock, sand, soil, clay, concrete rubble with no exposed metal, and overburden or spoils from mining or other excavation activities. The term fill material does not include any material classified as a solid waste or any contaminated materials.

“Hazardous substance” means any substance that is designated as such by the administrator of the Environmental Protection Agency pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601 et seq.), is regulated pursuant to Section 311 of the federal Clean Water Act (33 U.S.C. Sec. 1321 et seq.), or is designated as such by the Texas Commission on Environmental Quality.

“Inspector” means a representative of the County Executive who is responsible for making investigations, responding to citizen complaints or concerns, and conducting inspections of development projects, property, and facilities, to determine the compliance status of an activity with this chapter, other requirements of the Travis County Code, and state environmental code.

“Industrial Activity” means any of ten (10) categories of industrial activities included in the definition of “storm water discharges associated with industrial activity” as defined in 40 CFR Section 122.26(b)(14)(i) – (ix) and (xi).

“Linear Construction” means a construction activity with longitudinally oriented land disturbance, that is typical of infrastructure projects and which may include an excavation for burial of conduit, such as the placement of a drinking water, storm sewer, sanitary sewer, electrical, or telecommunication utility line, a drainage improvement, roadway, and similar activities.

“Mine” means an excavation in the earth from which ores, coal, limestone, or other mineral substances are being or have been removed by excavation or other mining methods. A mine includes an area of land or surface actively or previously mined for the production of dimension stone, crushed or broken stone, construction sand and gravel, clay, or industrial sand.

“Municipal Separate Storm Sewer” means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

(A) owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to water of the United States;

(B) designed or used for collecting or conveying storm water;

(C) which is not a combined sewer; and

(D) which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

“Non-Storm Water Discharge” means any discharge to the Municipal Separate Storm Sewer that is not composed entirely of storm water.

“Notice of Change” or “NOC” means a written notification to the TCEQ from a discharger authorized under a general permit, providing changes to information that was previously provided to the agency in a notice of intent form.

“Notice of Termination” or “NOT” means a written submission to the executive director of the Texas Commission on Environmental Quality from a discharger authorized under a general permit requesting termination of coverage.

“Operator” means the person responsible for the overall operation of a site or facility.

“Outfall” means a point source at the point where pollutants discharge to surface water in the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream. In the context of this chapter, pollutants may discharge from a place of industrial activity, construction activity, other anthropogenic activities, or from a MS4. Sheet flow leaving a linear transportation system without channelization is not considered an outfall. A point source such as a curb cut, concrete traffic barrier with drainage slots that drain into an open culvert, roadside ditch, or not actually discharging into a water in the State is not considered an outfall.

“Permanent Water Quality Control” or “Water Quality Control” means a structure, system, or feature that provides water quality benefits by treating storm water run-off, including a water quality pond, water quality detention pond, commercial pond, or residential pond.

“Person” means an individual, association, partnership, corporation, municipality, state or federal agency, or an agent or employee thereof.

“Point Recharge Feature” means a cave, sinkhole, fault, joint, or other natural feature that lies over an aquifer recharge zone and that may transmit a significant amount of surface water into the subsurface strata.

“Pollutant” means dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any water in the state. The term includes:

(A) tail water or runoff water from irrigation associated with an animal feeding operation or concentrated animal feeding operation that is located in a major sole source impairment zone as defined by Texas Water Code, Section 26.502; or

(B) rainwater runoff from the confinement area of an animal feeding operation or concentrated animal feeding operation that is located in a major sole source impairment zone, as defined by Texas Water Code, Section 26.502; and

(C) the term does not include tail water or runoff water from irrigation or rainwater runoff from other cultivated or uncultivated rangeland, pastureland, and farmland that is not owned or controlled by an operator of an animal feeding operation or concentrated animal feeding operation on which agricultural waste is applied.

"Pollution" means the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

"Primary Operator" means the person or persons associated with a construction activity that meets either of the following two criteria:

(A) The person or persons have operational control over a site plan, construction plan, and specifications, including the ability to make modifications to those plans and specifications; or

(B) The person or persons have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a storm water pollution prevention plan (SWP3) for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions).

"Quarry" means a site where aggregates are being or have been removed or extracted from the earth to form the pit or mine, including the entire excavation, stripped areas, haulage ramps, and the land under ownership, lease, or mineral rights immediately adjacent thereto upon which the plant processing the raw materials is located.

"Reclamation" means the process of removing structures and equipment and re-grading and re-vegetating as necessary to restore land affected by quarrying or mining to protect water quality in compliance with the purpose of this chapter.

"Residential" means of or relating to structures and accessory uses of a single family, mobile home, or duplex dwelling.

“Secondary Operator” means a person whose operational control is limited to the employment of other operators or to the ability to approve or disapprove changes to plans and specifications. A secondary operator is also defined as a primary operator and must comply with the permit requirements for primary operators if there are no other operators at the construction site.

“Sediment Basin” means a temporary pond where sedimentation of pollutants occurs which is used during site construction and then removed, or a permanent basin designed to be a permanent site structure but used for sedimentation during the construction phase of a site.

“Site” means the land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

“Site Construction” means a construction activity and land disturbance at a site, as distinguished from linear construction.

“Small Construction Project” means any proposed construction activity that is not a part of a common plan of development and does not:

(A) exceed 10,000 square feet of land disturbance;

(B) result in depositing more than two feet of earth fill;

(C) include a significant alteration of existing drainage;

(D) include construction within:

(i) 150 feet of a critical environmental feature;

(ii) a platted waterway setback; or

(iii) an area near a waterway that requires a setback; and

(E) exceed 3,000 square feet, if the construction is linear construction for utility placement.

“Small Municipal Separate Storm Sewer System” or “Small MS4” means a municipal separate storm sewer system which was not previously authorized under a National Pollutant Discharge Elimination System (“NPDES”) or Texas Pollutant Discharge Elimination System (“TPDES”) individual permit as a medium or large municipal separate storm sewer system, as defined at 40 CFR Sec. 122.26(b)(4) and (b)(7).

“Solid waste” means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting



from industrial, municipal, commercial, mining, and agricultural operations, and from community and institutional activities. The term:

(A) does not include:

- (i) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued in accordance with Texas Water Code, Chapter 26 (an exclusion applicable only to the actual point source discharge that does not exclude industrial wastewater while it is being collected, stored, or processed before discharge, nor does it exclude sludge that is generated by industrial wastewater treatment);
- (ii) uncontaminated soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements. The material serving as fill may also serve as a surface improvement such as a structure foundation, a road, soil erosion control, and flood protection.

(B) does include man-made materials exempted under (A)(ii) but where the land is sold, leased, or otherwise conveyed prior to the completion of construction of the surface improvements at a site where the man-made material is deposited.

“Storm Water” and “Storm Water Runoff” means rainfall runoff, snow melt runoff, and surface runoff and drainage.

“SWP3 Inspection Report” or “Storm Water Pollution Prevention Plan (SWP3) Inspection Report” means a report required under the terms of the TCEQ Construction General Permit and by this chapter as a part of a SWP3, that is prepared by a qualified individual for the owner or operator of a construction site after routine and periodic inspection of disturbed areas of land that have not been finally stabilized, to determine whether all sediment and erosion control measures are operating correctly.

“SWP3 Site Notebook” or “Storm Water Pollution Prevention Plan (SWP3) Site Notebook” means the on-site notebook and log associated with implementing the approved SWP3 that is maintained up-to-date at the construction site by the owner or construction site operator. The SWP3 Site Notebook is an integral part of the SWP3 and must contain all required SWP3 information not included in the approved construction plans at the time of development permit approval and all SWP3 information that is generated during the construction of a development project.

“TCEQ” means Texas Commission on Environmental Quality or any successor agency.

“Texas Pollutant Discharge Elimination System” or “TPDES” means the state program for issuing, amending, terminating, monitoring, and enforcing permits authorizing the discharge of pollutants to water in the State of Texas and imposing and enforcing pretreatment requirements under Clean Water Act §§ 307, 402, 318 and 405, the Texas Water Code and the Texas Administrative Code.

“Topsoil” means the surface layer of soil which is generally more fertile than the underlying soil layers, which is the natural medium for plant growth and which can provide the plant growth, soil stability, and other attributes necessary to meet the success standards approved in the reclamation plan.

“Topsoil Substitute Material” means soil or other unconsolidated material either used alone or mixed with other beneficial materials and which can provide the plant growth, soil stability, and other attributes necessary to meet the success standards approved in the reclamation plan.

“Waste” means sewage, industrial waste, municipal waste, recreational waste, agricultural waste, or other waste, as the terms are defined in Texas Water Code, Section 26.001.

“Water” or “Water in the State” means groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

“Waterway” means water in the state other than groundwater, percolating or otherwise, springs, or wetlands.

“Waterway Setback” means the surface area of a setback or buffer area parallel to both sides of a waterway established as a protective easement permanently managed for the purpose of surface water quality protection in which development is prohibited or limited.

“Wetland” means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetland boundaries are defined using the U.S. Army Corps of Engineer’s protocol described in the 1987 Corps of Engineers Wetlands Delineation Manual.

### **82.103. Coordination with Other Jurisdictions.**

- (a) through (b) No change.
- (c) Other Development.

In ~~additions~~ addition to compliance with the subdivision regulations of the County, a municipality, and ~~or~~ any other legislative created entities with subdivision authority, the development and use of real property in the County may be subject to regulation by other jurisdictions, such as the Lower Colorado River Authority, the Texas ~~Natural Resources Conservation Commission~~ on Environmental Quality, and the Barton Springs Edwards Aquifer Conservation District, as well as other County regulations, ~~as provided in Section 82.101(c)~~.

## **82.104. Enforcement.**

(a) Enforcement relating to Subdivision Platting Requirements. Violations of these Standards may be enjoined or damages may be recovered in an amount adequate for the County to undertake any necessary construction activity to bring about compliance with the Standards under Section 232.005, ~~of the Texas~~ Local Government Code. In addition, a knowing or intentional ~~violations~~ violation of the Standards is a Class B misdemeanor.

(b) Enforcement relating to Storm Water Management. A person who violates a requirement of this chapter relating to storm water management may be subject to the following remedies:

### (1) Civil Remedies.

(A) In accordance with Texas Local Government Code, Sec. 573.003, whenever Travis County finds that a person has violated a prohibition or failed to meet this chapter's storm water management requirements, that person is liable to the county for a civil penalty of not more than \$1,000 for each violation. Each day a violation continues is considered a separate violation for purposes of assessing the civil penalty.

(B) Travis County may bring suit in a district court to:

(i) restrain a violation or threatened violation of a requirement of this chapter; or

(ii) recover a civil penalty authorized by Texas Local Government Code, section 573.003(a).

(C) Travis County may use means other than civil penalties and injunctions when necessary to enforce violations or requirements of this chapter. Such means may include informal actions to deter non-compliance as described in enforcement policy adopted by the Commissioners' Court on July 26, 2001.

(2) Abatement of Violation and Remediation. Any person violating any of the provisions of this chapter is liable for any costs of violation abatement or remediation of any property, land, water, or wildlife habitat negatively affected, damaged, or threatened as a

result of any such violation. The cost of abatement or remediation is the responsibility of that person and not a cost borne by Travis County and any other affected entities.

(3) Injunctive Relief. It is unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. If a person has violated or continues to violate the provisions, Travis County may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation. Travis County may recover all attorney fees, court costs, and other expenses associated with enforcement of the Code, including sampling and monitoring expenses.

(4) Criminal Prosecution. Any person who has violated or continues to violate the requirements of this chapter shall be liable to criminal prosecution to the fullest extent as allowed under applicable law, and shall be subject to any criminal penalty or imprisonment authorized under such applicable criminal law.

(5) Remedies Not Exclusive. The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of Travis County to seek cumulative remedies. The discharger is subject to any administrative, civil, or criminal penalties, as applicable under the Texas Water Code.

## **82.106. Regulation of Land Excepted from the Platting Requirements.**

(a) No change.

(b) The applicable portions of the County's current Rules and Private Sewage Facilities and Regulations for Flood Plain Management and Guidelines and Procedures for Development Permits; ~~and~~

(c) To the extent that engineering and traffic safety concerns are raised, the Travis County Driveway Permit Process; and

(d) The requirements of ~~this~~ chapter for permanent management of storm water, construction management of storm water, and setbacks for development from waterways and ~~critical environmental~~ features.

## **82.201 General Subdivision Procedures.**

(a) General.

(1) The Commissioners Court will not approve a Final Plat for subdivision of land unless it complies with all applicable requirements ~~of these~~ and standards of this chapter.

(2) For subdivisions ~~with~~within the ETJ of a municipality with which the County has entered into an agreement under 242.001(c) and (d), Local Government Code, County review, if any, shall be as provided in the agreement. If any provision of the chapter cannot be reconciled with such an agreement in a manner consistent with Chapter 245, Local Government Code, the agreement shall control.

(a)(3) through (a)(4) No Changes.

(b) Applications.

(1) No Changes.

(2) The application for approval of a preliminary plan or Final Plat will be reviewed by TNR for completeness under the applicable requirements and procedures of ~~these Standards~~this chapter.

(A) through (C) No Change.

(3) through (8) No Change.

(9) A Master Development Plan must be submitted for an applicant to meet “fair notice” requirements under Section 82.102(a). Otherwise, an applicant may voluntarily submit a master development plan as a non-binding planning tool, but it is not required and will not be approved by the County Executive Manager or the Commissioners Court. If submitted either voluntarily or to meet “fair notice” requirements, it shall consist of a written plan, supporting documentation, and a reasonably detailed map or schematic drawing, drawn to scale. The submittal must contain ~~containing~~ the following:

(A) No Change.

(B) The ~~names~~names of each adjacent platted ~~subdivisions~~subdivisions ~~or~~and the ~~name names~~names of each the record ~~owner~~owners of adjoining unplatted property;

(C) through (D) No Change.

(E) The ~~location, dimensions, general arrangement~~ and designations of land uses, including all waterways, critical environmental features, and other land protected from development and proposed setbacks from waterways and critical environmental features;

(F) ~~Any~~any sites proposed for special use, ~~including (e.g.,~~ parks, open space, flood detention, permanent water quality controls, and ~~or~~ other public facilities);

(~~G~~F) The approximate location of the 25-year flood plain and the 100-year flood ~~plan~~plain, the location and width of existing drainage channels, creeks, and water courses within the development;

(~~A~~)(F) and

(~~I~~G) The proposed location of ~~proposed~~ drainage courses and any off-site extensions.

(c) Expiration and Extension.

(1) Preliminary Plan.

(A) No Change.

(B)

(i) No Change.

(ii) The expiration date of a preliminary plan may be extended administratively for a period of two years if neither the preliminary plan nor the regulations, including requirements of this chapter and Chapter 64, governing the original approval of the preliminary plan have significantly changed. No more than two such extensions shall be granted.

(iii) No Change.

**82.204. Final Plat.**

(a) Final Plat Approval. If the property proposed for a Final Plat is within the jurisdiction of any other governmental entity with platting authority, the Final Plat must be submitted concurrently to both jurisdictions. If the Final Plat application contains property currently within an existing recorded subdivision, see Section 82.201(d) for plat cancellation and revision procedures. A Final Plat must incorporate all the provisions of any Preliminary Plan for the property that has previously received approval from the Commissioners Court. A final plat proposal must comply with all applicable requirements of this chapter, including the water quality protection requirements. If changes are necessary, the approved Preliminary Plan must be revised, unless the entire tract is being final plated.

(b) No Change.

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

(1) through (24) No Change.

(25) Other Approvals.

(A) When a revision to a flood plain insurance rate map is initiated under Section 82.207, evidence required by that section must be submitted demonstrating of the Federal Emergency Management Agency's receipt of the applicant's request for revision before approval of the final plat that request.

(B) Outside the ETJ, or for any single-family residential subdivision of a tract exceeding 20 acres and for all commercial subdivisions, the owner must provide evidence of compliance with the environmental requirements of other jurisdictions, in accordance with Section 82.916. ~~submit copies of any of the following permits that are required for the development of the tract, or if a permit is not required, documentation of that fact from the appropriate agency or, if documentation from the agency is unavailable, bona fide documentation of that fact from a qualified professional. In this subsection, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.~~

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

~~(ii) Permits under Section 10 of the federal Rivers and Harbors Act and/or Section 404 of the federal Clean Water Act.~~

~~(iii) Permits under Section 10 of the federal Endangered Species Act.~~

~~(iv) The owner's proposed Stormwater Pollution Prevention Plan and Notice of Intent required to comply with Texas Pollutant Discharge Elimination System (TPDES) requirements under Section 26.040, Water Code, and Section 402 of the Clean Water Act. The final Plan and Notice must be submitted before approval of subdivision construction plans.~~

(C) through (E) No Change.

(d) Certifications and Acknowledgments.

(1) through (5) No Change.

(6) Plat Notes.

(A) through (D) No Change.

(E) The plat notes relating to water quality protection requirements, in accordance with Section 82.946 of this chapter.

(e) No Change.

**82.206. Private Street Subdivision.**

(a) General. A private street is privately owned and maintained, is not intended for use by the general public, and may have controlled or restricted access. Private streets normally serve residential properties on individual lots.

(1) through (2) No Change.

(3) Outside the ETJ of any municipality, private streets are subject to county regulations in order to ensure:

(A) through (D) No Change.

(E) Construction and post-construction operation of the private street does not cause or allow adverse impacts on water quality as a result of storm water runoff or other pollutant discharges.

(4) through (6) No Change.

(b) Creation of Private Streets in New Subdivisions.

(1) No Change.

(A) No Change.

(B) Association bylaws which outline membership, voting rights, and other items similar in nature; and

(C) Establishment of a contact person and mailing address for the association; and

~~(G)~~(D) Whenever there is a change in the information of (A) – (C), from that previously submitted, the association must promptly forward the revised information to the County Executive.

(2) Prior to the issuance of a Basic Development Permit for the construction of the private street subdivision improvements, the developer must submit a copy



of the association's Homeowners' Association's Certificate of Incorporation to the County Executive TNR.

(3) The following final plat notes are required:

(A) No Change.

(B) The undersigned owner does hereby subdivide \_\_\_\_ acres of land out of said \_\_\_\_\_ acres tract in accordance with this plat, to be known as "[subdivision's title]" subdivision, subject to the covenants and restrictions shown hereon, and hereby dedicates to the owners of the lots in the subdivision, public utilities serving the subdivision, emergency services providers with jurisdiction, and public service agencies, the use of all the private street and other easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released. The maintenance and payment of real property taxes on such private streets are the responsibility of the owner(s) of the subdivision or any duly constituted homeowners association under that certain instrument of record at Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Travis County Deed of Records in the Travis County Official Public Records. An express easement is hereby granted across said private streets and any common areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, solid and other waste material pickup, inspection or investigation of storm water management, and any other purpose any governmental authority deems necessary; and owner further agrees that all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the said private street and any common area as a result of any such use by governmental vehicles

(C) The private street shall be operated and maintained to prevent adverse impacts on water quality as a result of storm water runoff or other pollutant discharges. The entity identified in Doc. # xxx of the Travis County Official Public Records must manage the private street using appropriate structural and non-structural best management practices at all times to sufficiently prevent and address erosion and sedimentation. It is a continuing duty to operate and maintain any permanent water quality control and other best management practices associated with the private street, to reduce or eliminate the discharge of pollutants to the maximum extent practicable.

(4) through (9) No Changes.

(c) Conversion of Existing Public Streets to Private Streets.

(1) A homeowners or property owner's association must be in existence or created and must have the power to assess fees in order to own, pay applicable taxes, operate and maintain a permanent water quality control structure, and maintain the proposed private streets. Draft copies of the documents referenced at Section 82.206(b)(1)(A) and (B) are required to be submitted for review and approval during the review process. ~~Approved copies of the documents shall be recorded by the county at the time of abandonment and discontinuance.~~ In addition, a copy of the homeowners association's Certificate of Incorporation must be provided to TNR prior to the time of abandonment and discontinuance. Approved copies of the Order of the Commissioners Court shall be recorded by the county at the time of abandonment and continuance.

(2) through (4) No Change.

(5) If ~~security~~ gates are proposed, a Basic Development Permit application must be submitted that include plans ~~must be prepared~~ showing the location of the gates. A minimum storage space of 40 feet must be provided between the gates and the nearest intersecting street right-of-way. The design of the gates must be approved by the County-county, the emergency service provider, and, where applicable, any other governmental entity with jurisdiction.

(d) through (e) No Change.

**82.207 Water Quality Protection ~~Stormwater, Drainage, and Floodplains.~~**

(a) A preliminary plan, final plat, or development permit may not be approved unless it includes storm water drainage facilities, permanent water quality controls, and measures that:

(1) through (3) No Change.

(4) ensure surface grades will ~~not~~ permit water to gather in a pool that may become stagnant;

(5) control, both temporarily during construction and permanently thereafter, erosion and sedimentation so as to reduce to the maximum extent practicable or eliminate the discharge of pollutants into ~~minimize siltation of water courses,~~ in accordance with the requirements of Subchapters I and K;

(6) through (8) No Change.

(b) through (o) No Change.

**82.209 ~~Storm Water Quality, Riparian Corridors, and Environment.~~**

~~(a) — Geographic Scope~~

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

~~(b) — Water Quality Measures for Construction Activities.~~

~~—— (1) — Temporary and permanent best management practices shall be employed to prevent polluted stormwater runoff from all construction and development activities from entering surface waterways or groundwater during the construction process until final site stabilization is complete.~~

~~—— (2) — If the owner or Construction Site Operator is issued a TCEQ Edwards Aquifer permit, or individual TPDES stormwater permit, and if the owner's or Construction Site Operator's SWP3 and Notice of Intent comply with the applicable TCEQ general permit requirements, no additional best management practices shall be required to comply with Paragraph (1), except as provided in Paragraph (3).~~

~~—— (3) — Construction best management practices may be required in addition to those in the owner's or Construction Site Operator's SWP3 or TCEQ permit if: more than five acres will be disturbed at any one time;~~

~~the development will take place on any slope greater than ten percent;~~

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

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

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

~~(A) — a pre-construction site meeting;~~

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

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

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

~~(E) — accelerated maintenance; and~~

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

~~(c) — Buffer Zones~~

~~(1) Buffer Zones for Environmentally Valuable Features.~~

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

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

~~(ii) — “Canyon Rimrock” means a rimrock that is adjacent to a waterway that has a rock substrate with a gradient that exceeds 60 percent for a vertical distance of at least four feet, and that is exposed for at least 50 feet horizontally along the rim of the canyon.~~

~~(iii) — “Point Recharge Feature” means a cave, sinkhole, fault, joint, or other natural feature that lies over an aquifer recharge zone and that may transmit a significant amount of surface water into the subsurface strata.~~

~~(iv) — “Environmentally Valuable Features” means features that are of critical importance to the protection of environmental resources, and include bluffs, canyon rimrocks, cave, point recharge features, sinkholes, springs, and wetlands.~~

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

~~(B) Drainage patterns for development must be designed to protect environmentally valuable features from the effects of runoff from developed areas, and to maintain the catchment areas of recharge features in a natural state. Special controls must be used where necessary to avoid the effects of erosion, or sedimentation, or high rate of flow.~~

~~(C) Buffer zones for environmentally valuable features shall be included within protective easements.~~

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

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

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

~~For a bluff or canyon rimrock feature, the buffer zone is 50 feet.~~

~~(E) Except as provided in Subparagraph (F) below, within an environmentally valuable feature buffer zone:~~

~~(i) the natural vegetation cover must be retained to the maximum extent practicable;~~

~~(ii) construction is prohibited; and~~

~~(iii) wastewater disposal or irrigation is prohibited.~~

~~(F) If located at least 50 feet from the edge of the environmentally valuable feature, the prohibition of Subparagraph (E) does not apply to a yard, hiking trail, or a recharge basin designed to discharge to a point recharge feature without polluting ground water.~~

~~(3) Buffer Zones for Waterways.~~

~~(A) Waterways are classified as follows:~~

~~(i) Within a western watershed;~~

~~(1) a minor waterway has a drainage area of at least 64 acres and not more than 320 acres;~~

~~(2) an intermediate waterway has a drainage area of more than 320 acres and not more than 640 acres;~~

~~(3) a major waterway has a drainage area of more than 640 acres.~~

~~(ii) Within an eastern watershed:~~

~~(1) a minor waterway has a drainage area of at least 320 acres and not more than 640 acres;~~

~~(2) an intermediate waterway has a drainage area of more than 640 acres and not more than 1290 acres;~~

~~\_\_\_\_\_ (3) a major waterway has a drainage area of more than 1280 acres.~~

~~\_\_\_\_\_ (B) A buffer zone is established along each classified waterway. The boundaries of the buffer coincide with the boundaries of the fully developed 100-year flood plain for the waterway, except as follows. Buffer zones for waterways shall be included within protective easements.~~

~~\_\_\_\_\_ (ii) For a minor waterway, the boundaries of the buffer zone are located not less than 50 feet and not more than 100 feet from the centerline of the waterway.~~

~~\_\_\_\_\_ (iii) For an intermediate waterway, the boundaries of the buffer zone are located not less than 100 feet and not more than 200 feet from the centerline of the waterway.~~

~~\_\_\_\_\_ (iv) For a major waterway, the boundaries of the buffer are located not less than 200 feet and not more than 400 feet from the centerline of the waterway.~~

~~\_\_\_\_\_ (C) Notwithstanding Subparagraph (B), a waterway buffer zone does not extend beyond a rimrock or the crest of a bluff. A crest is a line along the top of a bluff beyond which the average slope has a gradient of not more than 50 percent for a distance of at least 40 feet.~~

~~\_\_\_\_\_ (D) The shoreline boundary of the waterway buffer for Lake Travis coincides with the 681 foot mean sea level contour line. The width of the buffer, measured horizontally inland, is 100 feet, or, for a detached single-family residential use, 75 feet.~~

~~(E) Development within a waterway zone buffer is prohibited except as follows:~~

~~\_\_\_\_\_ (i) A fence is permitted only if it does not obstruct flood flows,~~

~~\_\_\_\_\_ (ii) A golf course or part of a golf course is permitted only if no fertilizers, pesticides, or herbicides are used within the buffer zone.~~

~~\_\_\_\_\_ (iii) a park or similar open space use, other than a parking lot, is permitted only if a program of fertilizer, pesticide, and herbicide use is approved. Park development is limited to hiking, jogging, or walking trails and outdoor facilities, and excludes stable and corrals for animals.~~

~~\_\_\_\_\_ (iv) Along Lake Travis, a boat dock, pier, wharf, or marina and necessary access and appurtenances, is permitted.~~

~~\_\_\_\_\_ (v) A utility line may cross a waterway buffer zone.~~

~~\_\_\_\_\_ (vi) Detention basins and floodplain alterations are permitted if the requirements of Section 82.207 and the other provisions of this chapter are met.~~

~~—— (vii) A minor waterway buffer zone may be crossed by a residential or commercial street or driveway if necessary to provide access to property that cannot otherwise be safely accessed.~~

~~—— (viii) An arterial street identified in the metropolitan transportation plan may cross a major waterway buffer zone.~~

~~—— (ix) An arterial or collector street may cross an intermediate waterway buffer zone only if it is at least one mile from any other collector or arterial street crossing on the same waterway.~~

~~—— (x) An arterial or collector street may cross a minor waterway buffer zone, provided that a collector street crossing must be at least 2,000 feet from a collector or arterial street crossing on same waterway.~~

~~—— (xi) Street and utility crossings shall be aligned to be perpendicular to the waterway buffer zone.~~

~~—— (xii) The Executive Manager may grant exceptions to the requirements of clauses (ix) through (xi) where strict compliance is impracticable.~~

~~—— (xiii) All street and utility crossings shall be designed and constructed to minimize pollution of the waterway to the greatest extent practicable.~~

~~(d) Cut and Fill.~~

~~—— (1) Land Balancing.~~

~~—— (A) All cut and fill land balancing shall be limited to a maximum of 8 feet.~~

~~—— (B) Retaining walls shall not exceed one foot above the material being retained.~~

~~—— (C) Retaining wall over 5 feet in height shall be detailed in construction plans or plans submitted with the application for the site development permit.~~

~~—— (2) Detention and Water Quality Ponds.~~

~~There are no cut or fill limitations for the construction of water quality basins, stormwater detention ponds, streets, or driveways.~~

~~(3) Spoils Disposal.~~

~~(A) No fill shall be placed on any lot unless authorized in approved subdivision construction plans or a sit development permit.~~

~~(B) Temporary spoils shall be removed prior to acceptance of streets and drainage in a subdivision.~~

~~(C) Prior to removal of spoils from a site, the owner shall notify the Executive Manager of the destination of the spoils.~~

~~(e) — Post-Construction Water Quality Controls~~

~~Permanent water quality controls meeting the requirements of Subsection (f) for western watersheds and Subsection (g) for eastern watersheds shall be employed to prevent polluted stormwater runoff from developed sites from entering surface waterways or ground water after construction is complete.~~

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

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

~~(2) — For development on slopes greater than 10 percent but less than 20 percent, 80 percent of the additional pollutant load in the stormwater runoff for total suspended solids and 75 percent of the additional pollutant load in the stormwater runoff for total phosphorus and oil and grease shall be removed. For such development within 500 feet of the 691 foot mean sea level contour line, 90 percent of the additional pollutant load in the stormwater runoff for total suspended solids and 85 percent of the additional pollutant load in the stormwater runoff for total phosphorus and oil and grease shall be removed.~~

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

~~(4) — Streambank erosion shall be controlled by designing the drainage system so that the amount of erosion and siltation occurring in the receiving streams is not increased. The magnitude and frequency of the pre-development one year design storm shall remain the same.~~

~~(5) — The requirements for Paragraph (1) through (4) may be satisfied for a single-family residential subdivision if the subdivision has:~~

~~—————(A) a minimum lot size of one acre; and~~



~~—— (B) a street and drainage network designed without curbs or gutters, or otherwise adequately designed, so that runoff is treated using overland flow methods to a vegetated buffer meeting slope and vegetative area cover requirements.~~

~~(g) — Post-Construction Water Quality Controls for Eastern Watersheds~~

~~—— (1) Water quality controls are required for development with impervious cover exceeding 20% of net site area.~~

~~(2) The controls must provide at least the treatment level of a sedimentation/filtration system and must capture, isolate, and treat the water draining to the control from the contributing area.~~

~~(3) The required capture volume is the first one-half inch of runoff and an additional one-tenth on an inch of runoff for each 10% increase in impervious cover over 20% of gross site area.~~

~~(h) — Maintenance~~

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

~~(i) — Site Assessment and Stormwater Management Plan~~

~~—— (1) An owner subject to the requirements of this section shall submit with an application for a preliminary plan a site assessment that identifies all environmentally valuable features, waterways and their classifications, buffer zones, contours, and all other information necessary to determine compliance with this section.~~

~~—— (2) An owner subject to the requirements of this section must submit with an application for a preliminary plan a stormwater management plan that demonstrates permanent water quality structural and non-structural BMPs will comply with this section and shows their locations. The stormwater management plan may be included as part of a drainage plan under 82.207 or as a part of the material submitted under Subsection (b). The stormwater management plan must summarize the SWP3 and temporary structural and non-structural BMPs to be used.~~

~~(j) — Technical Criteria~~

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

~~Technical criteria for best management practices and water quality controls in eastern watersheds, environmentally valuable features, waterways, and buffer zones are those contained in the City of Austin Environmental Criteria Manual (effective December 15, 2009). The Executive Manager reserves the right to require alternate technical criteria, on a case-by-case basis, in consideration of site-specific conditions. Impervious cover for purposes of Section 82.209(g) shall be calculated as it is calculated in the City of Austin's ETJ under Chapter 30, the Joint City of Austin - Travis County Code.~~

~~Technical criteria for best management practices and water quality controls in western watersheds are those in the LCRA HLWO Water Quality Management Technical Manual (effective July 1, 2007), provided that to the extent of any conflict, in watersheds contributing to the Edwards Aquifer the owner may use any equivalent or more stringent technical criteria in TCEQ's Complying with the Edwards Aquifer Rules: Technical Guidance and Best Management Practices (RG-348).~~

~~(k) Construction Plan, Engineering, Fiscal Security, and Inspections~~

~~Water quality controls are subject to same requirements as drainage structures under this chapter regarding construction plans, engineering standards, fiscal security, and inspections.~~

**~~SECTION 82.211. Lake Travis Watershed Water Quality Protection.~~**

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

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

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

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

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

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

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

~~(c) Geographic Scope and Applicability.~~

~~(1) In addition to other requirements of this chapter, this section applies within unincorporated areas of Travis County within the HLWO area, except as specified in paragraph (2).~~

~~(2) The requirements of this section are not applicable to a Single-Family Subdivision Development within the extraterritorial jurisdiction of any municipality that has an executed agreement with Travis County that provides for a single office review and where a joint city/county code of subdivision regulations exists pursuant to Section 242.001(d)(4) of the Texas Local Government Code.~~

~~(3) In addition to the other requirements of this chapter, this section applies to the following proposals:~~

~~(A) A development application for a Single-Family Residence that proposes 10,000 square feet or greater of impervious cover or where one (1) acre or more of land would be disturbed;~~

~~(B) A Single-Family Subdivision Development or Commercial Development that proposes 10,000 square feet or greater of impervious cover or where one (1) acre or more of land would be disturbed; and~~

~~(C) A Re-development application that proposes a cumulative increase of impervious cover of 10,000 square feet or greater or where one (1) acre or more of land will be disturbed.~~

~~(4) A Travis County development permit issued pursuant to Chapter 64 of the Travis County Code is required for a Commercial Development or Single-Family Residence that will disturb less than one (1) acre of land. In addition to other requirements of this chapter, the application must describe how erosion and sedimentation will be controlled throughout the development process and how the site complies with the downstream buffer guidelines, in accordance with the LCRA Technical Manual.~~

~~(d) Development Application Procedures.~~

~~(1) In addition to other requirements of this chapter, an applicant for a development permit subject to this section is also subject to the requirements of paragraphs (2) — (4) of this subsection.~~

~~(2) Any development application, amendment application, and required supporting information shall be submitted to the Lower Colorado River Authority at the same time as it is provided to the Executive Manager.~~

~~(3) Whenever additional information is provided to the Executive Manager as a part of the administrative or technical review process for a development application, it also shall also be submitted at the same time to the Lower Colorado River Authority at the same time.~~

~~(4) Before making any changes to an approved master plan, an applicant must apply for an amendment to the development permit issued pursuant to Chapter 64 of the Travis County Code with respect to the approved master plan . An application for amendment shall be made and will be processed in accordance with the procedures of this subsection and any additional requirements of this chapter and Chapter 64. The application for amendment shall clearly identify the items being sought to be amended and the reasons therefore. No permit amendment is required for minor field adjustments of temporary erosion and sedimentation controls. A modification to an approved master plan shall be required if there is a material change in land use or an increase in density or impervious cover. Modifications to an approved master plan shall be processed in accordance with the performance standards in effect on the date of the application for the area or phase covered by such modification.~~

~~(e) Pre-Development Planning.~~

~~Before submitting an application for a development permit for a Single Family Subdivision Development greater than 20 acres in area or a Commercial Development greater than three acres in area, an applicant shall contact the Executive Manager to arrange a pre-development/concept plan meeting with the Executive Manager or his designee. The meeting will focus on the proposed land plan, slopes, buffers, environmentally valuable features, and water quality~~

management practices for construction activities and post-construction storm water management, and may include a site investigation. The objective of the meeting is to assess the desired development configuration and to offer constructive guidance regarding appropriate water quality management strategies for the site. Additional guidance on the meeting and procedures are found in the LCRA Technical Manual. After the meeting, the County will provide a letter to the applicant confirming that the meeting has been held.

(f) Buffer Zones:

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

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

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

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

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

~~(A) Option 1: Buffer Zones.~~

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

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

- ~~(iii) — Creeks draining less than 320 acres but more than 128 acres shall have a minimum buffer width of 100 feet from the centerline of the creek or swale.~~
- ~~(iv) — Creeks draining less than 640 acres but more than 320 acres shall have a minimum buffer width of 200 feet from the centerline of the creek or swale.~~
- ~~(v) — Creeks draining 640 acres or greater shall have a minimum buffer width of 300 feet from the centerline of the creek or swale.~~

~~(B) — Option 2: Floodplain Buffer Zone.~~

- ~~(i) — For creeks or rivers draining less than 40 square miles but more than five acres, excluding roadside swales, the buffer zone shall extend a minimum of 25 feet from the 100-year floodplain boundary paralleling each side of the creek or swale. The 100-year floodplain shall be based on the fully developed conditions as approved by LCRA.~~
- ~~(ii) — For creeks or rivers draining more than 40 square miles, the buffer zone shall be considered equal to the 100-year floodplain as designated by Federal Emergency Management Agency or by an engineered floodplain study approved by LCRA.~~

~~(C) — Exceptions to the Buffer Zone to Waterways.~~

- ~~(i) — Limited utility and roadway crossing may be approved by the Executive Manager. The number of crossings through buffer zones shall be minimized according to the guidance located in the LCRA Technical Manual.~~
- ~~(ii) — Along Lake Travis, necessary access and appurtenances to a boat dock, pier, wharf, or marina, may be approved by the Executive Manager. However, this exception is not allowable along the Lake Travis shoreline in the buffer zone of a swale, creek, or river.~~
- ~~(iii) — A low impact park development may be approved by the Executive Manager. A low impact park should be limited to trails, picnic facilities, and similar construction that does not significantly alter the existing vegetation or drainage patterns.~~

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

~~(h) Water Quality Measures for Construction Activities.~~

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

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

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

~~(i) Post-Construction Water Quality Controls.~~

~~(1) — Water Quality Volume. For the protection of water quality and drainage ways from channel erosion and stormwater runoff pollution, each development project subject to these performance standards shall provide water quality volume in approved BMPs found in the LCRA Technical Manual. The minimum required water quality volume is based on the one-year, three-hour storm runoff volume as defined in the LCRA Technical Manual. In addition, development projects can use Low Impact Development methodologies as identified in the LCRA Technical Manual to reduce or avoid stormwater storage volume.~~

~~(2) — Coverage of a development project or site under a Travis County development permit does not exempt the owner from the requirement to obtain a LCRA BMP Maintenance Permit, in accordance with Section 4, Subchapter A, Paragraph (d) of the LCRA HLWO effective March 1, 2007.~~

~~(3) Maintenance. A development project subject to this section must comply with Section 82.209(h).~~

~~(4) Alternate Standards. A Single-Family Subdivision Development project subject to this section that meets the criteria in (A) or a Commercial Development project subject to this section that meets the criteria in (B) need not comply with paragraphs (1) – (2), except as specified in paragraph (5).~~

~~(A) Single-Family Subdivision Development.~~

~~(i) The gross impervious cover is 15 percent or less and the Cluster Development sections have 20 percent or less gross impervious cover.~~

~~(ii) A street and drainage network is designed to include the use of open-roadway sections, ribbon curb and maintenance of sheet flow.~~

~~(iii) Impervious cover credit by use of porous pavement, rainwater harvesting, native landscaping and other methods is used to gain compliance as defined in the LCRA Technical Manual.~~

~~(B) Commercial Development.~~

~~(i) Projects less than three acres in area can achieve compliance with this section through the use of vegetated filter strips and flow-spreading methodologies as identified in the LCRA Technical Manual.~~

~~(ii) Impervious cover credit by use of porous pavement, rainwater harvesting, native landscaping and other methods can be used to gain compliance as defined in the LCRA Technical Manual. For a Single-Family Subdivision Development, the alternate standards of Section 5, Subchapter A, Paragraph (b)(2)(i) of the LCRA HLWO effective March 1, 2007, are adopted by reference.~~

~~(2) The Executive Manager may require that the water quality volume specified in paragraph (1) of this subsection be provided for a portion or portions of a development utilizing the alternate standards of paragraph (4), in consideration of factors including, but not limited to, minimum lot size of the subdivision, location and proximity of impervious cover sections of the development to the 691 foot~~



mean sea level contour line, extent to which the development site is able to preserve or achieve sheet flow, and the intensity of slopes to be developed at a site.

~~(j) Technical Criteria. Technical criteria for best management practices and water quality controls are those in the LCRA HLWO Water Quality Management Technical Manual, effective July 1, 2007, and subsequent amendments.~~

~~(k) Construction Plan, Engineering, Fiscal Security, and Inspections.~~

~~(1) Water quality controls are subject to the same requirements as drainage structures under this chapter regarding construction plans, engineering standards, and inspections.~~

~~(2) Approval of a permit application for commercial and single-family subdivision development is contingent upon the execution of an irrevocable letter of credit acceptable to Travis County in the amount specified in the permit which provides for the construction of temporary erosion and sedimentation controls and site stabilization, in accordance with the permit and any other provision of this chapter. The amount of the irrevocable letter of credit shall not be less than 100 percent of the cost as estimated by the Texas-registered professional engineer who seals the permit application. The irrevocable letter of credit shall be released after the final inspection/concurrence letter from the engineer has been received and after approval of a BMP Maintenance Permit by LCRA.~~

**82.216. Water Availability-Protection of Surface and Ground Water Quantity and Quality.**

(a) through (b) No Change.

(c) Impervious cover under this section shall be calculated in accordance with the requirements and guidance set up manner it is calculated under Section 82.944(b)(3) 82.214, Permanent Lake Travis Watershed Water Quality ControlProtection.

(d) No Change.

**82.301. General.**

(a) No Change.

(b) General Engineering Design Process. A final Development Permit application may be submitted to TNR during normal office hours. The application must be accompanied by: (1) ~~one set~~ two sets of the consulting engineer's construction drawings for streets, site development, drainage, storm water pollution prevention, permanent water quality control, water supply, wastewater, and roadway signing and striping plan; (2) one copy of the geotechnical report establishing pavement design standards based on City of Austin or AASHTO pavement thickness design for a full 20-year life; (3) temporary and permanent erosion and sedimentation control methods for all areas disturbed by the construction; and (4) an engineer's construction cost estimate signed and sealed by the same engineer who prepared the plans. In addition, an engineer's summary letter shall be submitted outlining the nature of the project and any requests for the use of Other Standards from the design standards with justification for such applications. A traffic impact analysis will be required for developments that generate traffic volumes in excess of 1,000 vehicles per day. A traffic impact analysis may be required for developments which generate less than 1,000 vpd depending on the type of access proposed, single versus multiple, or if the County believes that existing boundary streets which are affected by the subdivision access will require improvements to maintain an acceptable level of service at the intersections of the subdivision access roads.

(c) Engineer's Construction Plan Requirements. In addition to the construction plan requirements specified in this subsection, each application must include plan sheets prepared by a Texas-licensed professional engineer that comply with the requirements of Section 82.935.

(1) through (13) No Change.

(d) No Change.

### **82.302. Street and Drainage Design.**

(a) through (c) No Change.

(d) Exceptions or Additions to Design Guidelines. Exceptions or Additions to Approved Roadway Design Guidelines for inside and outside of the City of Austin ETJ.

(1) Street Grades. Shoulder section roadways may have minimum ~~centerline~~ centerline profile grades of 0.0%, if the bar ditches are provided with minimum flow\_line profile grades of 0.5% and the roadway has adequate cross-slope to drain storm\_water away from the pavement. Vertical curves less than one hundred feet long should be avoided. Alternative street grades may be approved using low hydrologic impact roadway projects, in accordance with section 82.971.

(2) through (10) No Change.

(e) No Change.

(f) Design for Erosion Control. Designs for erosion and sediment control, sustainable roadways, native vegetation, and tree preservation for roadways and Rights-of-Way shall conform to Subchapter K of this chapter.

~~(1) — Inside the ETJ of incorporated municipalities and within districts with special stormwater quality control requirements, development shall conform to the applicable standards of such municipalities or districts or the County's Standards, whichever are more stringent.~~

~~(2) — In any case, minimum requirements for temporary and permanent erosion control design for right-of-way and drainage easement areas are as follows:~~

~~(A) — The temporary control plan during construction shall be sufficient to prevent sedimentation of drainageways, drainage structures, and flood plain areas that could result in reduced flow capacity, excessive streambank erosion, erosion around structures, or damage of adjoining property.~~

~~(B) — The permanent erosion control plan design shall be sufficient to: —~~

~~(i) — Permanently stabilize all disturbed areas with permanent vegetation, including slopes and embankments.~~

~~(ii) — Prevent erosion from exit velocities at outlets of culverts, bridges, storm sewers, and channels through dissipators, rip-rap, level spreaders, linings, gabions, etc.~~

~~(iii) — Prevent gullyng and scouring of roadside ditches and open channels from excessive tractive force (shear stress), through vegetation, linings, retention blankets, retards, drop structures, etc., both during and after the vegetation re-establishment period.~~

~~(iv) — Protect the integrity of all structural improvements and prevent excessive continuing sedimentation from unstable right-of-way areas into drainage structures, channels, and bar ditches.~~

~~(g) — National Pollutant Discharge Elimination System (NPDES) Compliance:~~

~~Stormwater discharges from all development projects must conform to the NPDES requirement of the Clean Water Act, which is administered through the U.S. Environmental Protection Agency (EPA). Based on construction scope and total acreage of disturbed soil area, requirements can include: compliance with NPDES General Permits for Industrial Activity, preparation and execution of a Storm Water Pollution Prevention Plan, construction and completion notifications, etc.~~

(g) Driveways.

(1) through (4) No Change.

(5) Driveways may be constructed with ~~portland~~ Portland cement concrete or hot mix asphalt concrete and they should be constructed for their full length and width between the edge of roadway and the right-of-way line. Dip-style driveways, as shown in Exhibits 82.302 B and C, as revised on [Insert effective date of rule], should be used when roadway bar ditches are 18" or less deep measured vertically from the edge of roadway to the invert of the bar ditch. Driveway culverts should be used when bar ditches are greater than 18" deep.

(6) Pipe culverts must be constructed according to details shown in Exhibits 82.302 (D) and (E), as revised on [Insert effective date of rule]. Driveway pipe culverts should be sized to convey the storm event which the roadway bar ditch conveys.

(7) A proposal for a driveway shall provide appropriate construction controls that will reduce or eliminate erosion and sedimentation impacts of the project.

## 82.401 Construction Fiscal Security

(a) Requirement of Security

(1) Approval of a construction plan for a commercial development or development of a subdivision is contingent upon the filing of Requirement of Security. In order to assure that a Subdivision's streets and drainage structures are constructed in a timely manner and in accordance with the County's Standards, the Owner of the Subdivision shall file construction security (the "Security"), payable to the County Judge, in the amount equal to, but not exceeding 100% of the cost of such construction, as approved by the County.

(A) Outside the City of Austin ETJ, this section applies unless there is a legal agreement between Travis County and another jurisdiction that assigns fiscal security to another entity.

(B) Within the ETJ of the City of Austin, fiscal security as required by Travis County and the City of Austin by the Single Office of Review, in aggregate, shall be posted with the City of Austin.

(2) The requirement of security is necessary to ensure that:

(A) Streets and drainage structures for the subdivision are constructed in a timely manner and in accordance with the County's Standards; and

(B) Temporary erosion and sediment controls and permanent site stabilization for a commercial development or the development of a subdivision in accordance with the approved plan, permit, and standards required by Subchapters I and K.

(3) Construction Secured. The following plat note will be inserted on all plats to be approved by the County:

The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage improvements (the "Improvements") to County Standards in order for the County to accept the public Improvements for maintenance or to release fiscal security posted to secure private Improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the Improvements. The Owner(s)' obligation to construct the Improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owner(s) and their successors and assigns until the public Improvements have been accepted for maintenance by the County or the private Improvements have been constructed and are performing to County Standards.

(43) Computing Security Amount.

(A) An estimate of the costs of the road, drainage, and sidewalk construction shall be signed and sealed by a Texas Registered Professional Engineer and delivered to TNR for its approval. The estimate will be based on construction plans, which are acceptable to TNR, and current costs for such work, which have been developed by the County from City, County, and State bid results and from information provided by local suppliers. Preliminary construction plans may be submitted to TNR, if they are sufficiently detailed to establish a reliable basis for the preparation of the construction cost estimate. Quantities will be as shown on the Subdivision's construction plans or developed from the plans, if required. Estimates will be on forms developed by the County. Costs of large or unusual structures, such as bridges, will be based on current costs for similar structures in the area. However, in no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

(B) The amount of the security shall not be less than 100 percent of the cost estimated by the Texas-licensed professional engineer who seals the plan, as approved by Travis County. The estimate provided must determine the cost for Travis County to complete all temporary erosion and sediment controls, and permanent stabilization work at the site.

(54) Form of Security. The forms of acceptable Security, including a Bond, Letter of Credit, and Cash Security Agreement are included in the Appendix. The

Commissioners Court must approve substantive modifications to the form of security. Any form of Security selected will include an escalation clause that may require an increase in the amount of Security over time. Fiscal security for the construction of sidewalks shall be posted as provided in Section 82.202(g)(3). If ~~posed~~ posted separately from fiscal security ~~offor~~ other subdivision infrastructure, sidewalk fiscal security shall be in a form ~~which~~ that tracks the forms of security set forth in the Appendix ~~with the exception except~~ that the ~~term~~ term "Sidewalks" will be substituted for the term "Improvements" in the forms and, for sidewalks for which the homebuilder or other person undertaking site development is responsible, the reference to acceptance by the Commissioners Court at the end of the one-year construction performance period ~~is~~ will be deleted from the forms.

(65) Substitution of Security. In the case of impending call down of the Security, the The County Judge may accept an offer of substitute security in the then current amount of Security under an approved form without the necessity of Commissioners Court action. In cases where the Security is not about to expire, the County Executive may accept an offer of substitute security. The amount of Security shall be increased to account for any estimated increase in cost due to a change in the construction cost index for the items considered in the original computation of Security.

(67) When Security Required. ~~Security must be filed with the County prior to~~

(A) Security must be filed with the County prior to

(i) approval of a subdivision plat for recording; or

(ii) the commencement of the construction and site disturbance of any kind of the Improvements, if no Security is in place at that time.

(B) For construction projects required to provide fiscal security for erosion and sediment controls under this chapter, it shall be provided prior to the final approval of the development permit.

(C) If the Security for a recorded Subdivision expires before construction of the Improvements has been completed, it shall be reposted by the party responsible for the construction of such Improvements before construction begins or continues.

(87) Period of Security. The Security instruments shall have a principal period of three years or more. Bonds with no expiration date are acceptable. Letters of Credit may include the following statement:

It is a condition of this letter of credit that it shall be automatically extended without amendment, for additional one-year periods from the present or any future expiration date, unless the bank notifies Travis County in writing by registered mail or overnight courier, at least 60 days prior to the then current expiration date, that the bank elect not to extend this letter of credit for an additional one-year period.

(98) Construction Performance Period for Public Improvements. The Owner is responsible for the construction of the public Improvements during the Construction Performance Period, which begins upon the acceptance of the construction of the public Improvements by the County and ends a minimum of one year later, when, if the Improvements are performing to County Standards, the County releases the ~~Construction Performance Period Security~~ construction performance period security. If the public Improvements are not then performing to County Standards, the County will notify the owner in writing of the repairs which must be performed in order to bring the Improvements back to acceptable County Standards.

(10) Construction Performance Period for Temporary Erosion and Sediment Controls and Permanent Stabilization.

(A) The security for temporary erosion and sediment controls and permanent stabilization will be released after the final inspection letter from the applicant's engineer has been received, as specified in Section 82.951(b)(10), after acceptance of the certificate of compliance, and after approval of a BMP Maintenance Permit in accordance with Section 82.917, unless the County Executive has waived the requirement for the BMP Maintenance Permit.

(B) The security for temporary erosion and sediment controls and permanent stabilization for a commercial development or residential subdivision development in the Highland Lakes Watershed Ordinance area will, be released after the final inspection/concurrence letter from the engineer has been received by the County Executive and after approval of a BMP Maintenance Permit by Travis County or LCRA.

(11) The requirements of this section apply to a commercial development of a mine or quarry, to ensure construction of temporary erosion and sediment controls, permanent site stabilization, including complete implementation of a mine or quarry reclamation plan as specified in Section 82.945. Additional security requirements for a mine or quarry are specified in Section 82.945.

(b) Collection of Security.

(1) Condition and Period of Construction Security. The Construction Security will be conditioned that the Owner ~~of the Subdivision~~ shall promptly begin

construction of the Improvements, including construction of temporary erosion and sediment controls, after approval of the plat and shall diligently prosecute and complete such construction in accordance with the County Standards and specifications. The Construction Security will remain in full force and in effect until all of the ~~Subdivision~~ Improvements have been completed to the satisfaction of the County and public Improvements have been accepted and are performing to County Standards at the end of the Construction Performance Period. Additionally, the Construction Security collected for permanent site stabilization will remain in full force and in effect until stabilization has been completed to the satisfaction of the County and is performing to County Standards.

(2) Collection on Security. In the event any or all of the Improvements, including temporary erosion and sediment controls and permanent site stabilization fail to meet the County Standards and the Owner fails or refuses to correct the defects or damage called to his attention in writing by the County, the County may collect the Security to complete the Improvements. The County Judge is authorized to execute notices of intent to collect on posted Security without the necessity of Commissioners Court action, but the Court must authorize the collection of the Security.

(3) Conditions to Draw on Security. The County may draw upon any Security posted under in accordance with this Agreement Chapter upon the occurrence of one or more of the following events:

(A) The failure of the Owner or Operator or Subdivider to construct or complete the Improvements to the applicable County Standards;

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

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

(D) The arrangement by the Commissioners Court for the completion of one or more of the Improvements, including completion of temporary erosion and sediment controls, or permanent site stabilization; or

(E) The determination by the Commissioners Court that the completion of one or more of the public Improvements, including completion of temporary erosion and sediment controls, or permanent site stabilization is in the public Interest.

(4) Collection Is Not Acceptance. The collection on Security and the prosecution of construction to complete the Improvements, including to complete temporary erosion and sediment controls, or permanent site stabilization, to the



extent possible with the resulting funds is not acceptance of the Improvements for maintenance. The County is not a Subdivision developer and, if it undertakes the performance of such construction through a third party contractor, the County is acting as a third party trustee on behalf of the public.

(5) No Change.

(c) Reductions of Security

(1) Partial Reduction of Construction Security for Public Improvements, not including Security for temporary erosion and sediment control and permanent site stabilization. Where estimated costs for construction exceed \$50,000, partial reductions of construction Security may be allowed, but cannot exceed ninety percent (90%) of the Security posted for public Improvements or 100% of the Security posted for private Improvements. Partial reductions will be signed by the County Executive Manager, when provided with:

(A) through (C) No Change.

(2) A partial reduction of construction security for temporary erosion and sediment controls or permanent site stabilization is not allowable, except after satisfactory completion of a pre-defined section or phase of a subdivision or site plan has occurred in its entirety, as specified in paragraph (4) of this subsection.

(3) Full Release. The County Executive Manager will notify the Commissioners Court of the satisfactory construction of the public and private Improvements. The Commissioners Court may then authorize accepting public Improvements for maintenance. Upon acceptance of the public Improvements and the satisfactory completion of the Construction Performance Period, the County Executive Manager will fully release the Security for public Improvements, except for sidewalks not yet constructed. Upon approval of the private Improvements, the County Executive Manager will fully release the Security for the private Improvements.

(43) Partial Acceptance. Sections or Phases of subdivisions must be completed in their entirety, excluding sidewalks. No allowances will be made for accepting partially completed sections or phases without the approval of a variance from the Commissioners' Court.

(54) Sidewalk Fiscal. Fiscal for sidewalks shall be released as the sidewalks are constructed and a favorable inspection by a registered accessibility specialist is provided to TNR or substitute fiscal is provided on one or more lots by the then owner of the lot.

(65) Sidewalk Fiscal. Fiscal for sidewalks for which the homebuilder or other person undertaking site development is responsible shall be released as the

sidewalks are determined to be constructed in compliance with all requirements of this chapter.

(d) If the plat is to be approved and filed, the Owner must post Security in the amount of ten percent (10%) of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for a minimum of one year from the date of the approval of the plat and acceptance of the dedication by the County.

(e) Alternative Fiscal. Notwithstanding Sections (a)-(ed) above, the Owner of the land to be subdivided may request the Commissioners Court in writing in the form included in the Appendix for its approval to have the County hold a plat in abeyance until all of the Improvements have been completed to the satisfaction of the County. The Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed. The amount of Security to be posted for restoration for developments located within a municipality's ETJ shall be based upon the requirements of the applicable municipality or the County's Standards, whichever are more stringent. However, in no case shall the amount posted be less than the amount required for the County to perform or to contract for the performance of the work, if necessary. The Owner may also be required to post Security for boundary street Improvements, if the Improvements are not to be completed during the construction of the subdivision streets and drainage system. Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded to the Commissioners Court for approval.

(f) If an owner, operator, or subdivider succeeds another operator at a site, the County Executive may release the first operator after the successor operator files an application for the change, obtains a permit, posts the required security, and assumes, in writing, all outstanding stabilization or reclamation liability and requirements at the site transferred to the successor operator. All areas disturbed by the first operator that have not been transferred to the successor operator shall remain the liability of the first operator.

## **82.402. Road Assessments.**

Chapter 253 of the Texas Transportation Code authorizes the County to improve a road in a subdivision or an access road to a subdivision, and then assess all or part of the costs of the improvement pro rata against the record owners of the subdivision. There are the following prerequisites for such road assessments:

(1) The Commissioners Court must determine that the improvement is necessary for the public health, safety, ~~or~~ welfare of the residents of the County, or a determination that an unacceptable condition of adverse impact to surface water quality exists.

(2) through (6) No Change.

(7) If the proposition fails, the commissioners court may not order the improvement and assessment. The commissioners court may not again propose the improvement and assessment before the fourth anniversary of the date the county clerk declares the results of the vote to the commissioners court.

**82.601. Inspection: General Obligations and Responsibilities.**

(a) through (b) No Change.

(c) Performance Period. If during the one-year Performance Period, beginning on the date the public Improvements are accepted by the County and ending one (1) year thereafter, the public Improvements including permanent site stabilization are damaged, exhibit failures, re-vegetation is not fully complete, or have required excessive maintenance due to damage or defects in materials or workmanship, including utility backfills or design inadequacies or, if, with respect to permanent site stabilization, re-vegetation is not fully complete, the Owner shall take corrective actions, which are acceptable to the County. Prior to release of the Performance Bond, the public Improvements and site stabilization shall be in a condition substantially equal to that at the beginning of the Performance Period.

(d) through (h) No Change.

(i) ~~General Environmental Protection~~ Water Quality Pollution Prevention.

(1) Temporary erosion and sediment control control shall be constructed and maintained and permanent site stabilization shall be completed in an acceptable manner in accordance with the approved construction plan and SWP3, as required by Sections 82.933 – 82.940 of this chapter as outlined in the City of Austin's Environmental Criteria Manual.

(2) If the erosion and sediment controls or permanent site stabilization is are found to be inadequate, the owner or authorized representative of the owner contractor shall be notified to take corrective measures. If the contractor or primary operator fails to correct the deficiencies, the County may require the contractor to stop construction until the deficiencies are corrected in accordance with the approved plans.

**82.602. Inspection: Protection of Persons and Property.**

(a) and (b) No Change.

(c) Protection of Adjoining Property. The Owner shall be responsible for and shall require ~~his/her contractors~~ each contractor or primary operator to take proper means to protect the adjacent or adjoining property, ~~or any private properties,~~ and residents on

~~those properties from any. The scope of this requirement includes the prevention of~~ in any way encountered, which might be injured injury, damage, or serious effects related in any reasonable way to seriously affected by any process of construction to be undertaken by the owner or authorized representative of the owner. in the work from any damage or injury by reason of said process of construction and the ~~The~~ Owner shall be liable for any and all claims for such damage on account of the failure to fully protect all adjoining, adjacent, and private property and all residents on those properties.

(d) No Change.

(e) Location and Protection of Utilities.

(1) The Owner and his/her contractors are solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the work area. The contractor shall exercise due care to locate and to mark, uncover, or otherwise protect all utility lines in the work area. Upon request, the utility owners will provide such information they have as to the location and grade of water, wastewater, gas, storm sewer, and telephone and electric lines and other utilities in the work area; but such information shall not relieve the Owner or his/her contractor's obligation thereunder, which shall be primary and nondelegatable. Any utility lines damaged by the contractor's operations shall be immediately repaired by the contractor on approval of the utility or the Owner shall cause such damage to be repaired at his/her expense.

(2) Prior to the release of construction fiscal security as described in Section 82.401, the owner shall provide the County Executive with accurate record drawings, in accordance with the standards described in Section 82.604(h).

(f) No Change.

### **82.603. Inspection (Responsibility of Owner and County).**

(a) through (c) No Change.

(d) No Change.

(1) through (5) No Change.

(6) County Inspectors (TNR);

(e) Inspector Notifications. It is anticipated that through the Preconstruction Conference and the cooperation of the Owner, Contractor, Superintendent, Primary Operator, and Inspector, only a forty-eight (48) hour advance notice of intent to begin the work will be required. However, other circumstances may require additional advance notification. The Inspector shall be given the opportunity to choice of inspecting

~~and testing~~ inspect and test before, during, ~~or~~ and after the operation of various stages of construction.

(1) When a major item, such as excavating, placing of storm sewer pipe, processing of base, placing of curb and gutter, placing structures, laying asphaltic concrete, placing bedding material over storm water underdrains in a water quality control structure, or constructing drains, is under way, the Inspector will follow up at intervals. If the work is stopped for any reason (e.g., rain, strike, lack of materials, equipment breakdown, etc.) for seven (7) calendar days or more, the Inspector shall be notified twenty-four (24) hours in advance of work startup. Usual construction sequence is shown in Exhibit 82.301 E in the Appendix and is generally as follows:

- (A) Placement of storm water erosion and sediment controls.
- (B) Excavation.
- ~~(C)~~ Subgrade preparation.
- ~~(D)~~ Installation of underground pipe, conduit, and structures.
- ~~(E)~~ Processing first left of base.
- ~~(F)~~ Placing curb and gutter.
- ~~(G)~~ Processing final left of base.
- ~~(H)~~ Laying asphaltic concrete.

(2) through (6) No Change.

(f) through (m) No Change.

#### **82.604 Inspection: Approval of Construction: and Performance Period Guarantee.**

(a) No Change.

(b) Within four (4) working days after the Owner or the Owner's consulting engineer or contractor has given the Inspector written notice that the work has been substantially completed, the Inspector will review the work and a report will be prepared for the Owner with copies for the Owner's consulting engineer and the contractor. This report will include: (1) any remaining items discovered which do not comply with the Construction Documents; (2) requirements of the County previously required and not completed; and (3) any other items required for the issuance of the Approval of Construction Letter. The Inspector's report shall not excuse the Owner from requiring his/her contractors to perform all the work required by the Construction Documents regardless of the time of discovery.

(c) A construction approval meeting will be convened on the site of the work and at a time agreed to by the Inspectors ~~TNR~~ and the Owner. The Owner will also invite contractors as appropriate and the Owner's consulting engineer. An Approval of

Construction Letter will be issued by the County. ~~The Letter will be issued~~ at the onsite meeting if all items listed below in this section are in order. If there are exceptions, an approval letter will not be issued and a letter of exception will be issued ~~for the~~with reasons of exceptions. An Approval Letter will then be issued when the exceptions are cleared. The Approval of Construction Letter will not be issued ~~until contingent upon~~ the following documents ~~being supplied~~ are submitted to the County:

(1) through (2) No Change.

(3) Reproducible Plans, certified as “Record drawings”, by the Owner’s Consulting Engineer, including any documentation on the drawings to meet any applicable requirements of subsection (h).

(4) No Change.

(5) If applicable, a copy of the ~~Conditional~~ Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision.

After the Approval of Construction Letter has been issued, the public streets and drainage will be accepted by the Commissioners Court and the construction will be monitored by the County for the one year maintenance period. If damages, failures, or defects appear, or if unsatisfactory stabilization or unsatisfactory re-vegetation occurs, the Owner will be notified to make corrections.

(d) through (f) No Changes.

(g) In addition to the requirements of this section, at the time of substantial completion, the owner or the owner’s consulting engineer must also comply with the requirements of Section 82.951(b)(10) relating to final inspection of the site stabilization in accordance with the SWP3.

(h) Standards for Geo-Referencing of Structures. This subsection applies to a subdivision construction plan, a commercial site construction plan, and a utility or right-of-way project that is not a small construction project and when either a permanent storm water drainage structure has been constructed or whenever a setback from a waterway or critical environmental feature exists. This subsection applies in addition to the requirements of subsection (c).

(1) The owner’s consulting engineer shall provide the County Executive with “record drawings” in a reproducible form of the permanent drainage system constructed for a project, as part of the final inspection and completion approval process. These record drawings shall be in general conformance with paragraph (c)(3) of this section, along with the additional requirements of paragraphs (2) – (5) of this subsection to provide information for the Travis County MS4 Map.

(2) The record drawings shall be of the “as-built” condition observed at the final inspection of the project.

(3) The record drawing sheets shall include the plan cover sheet, the site plan sheet, the drainage layout sheet, the drainage plan and profile sheets, and the detention and permanent water quality control plans and detail sheets, as applicable to the individual project.

(4) The record drawing sheets shall include, as a minimum, the location of:

(A) each drainage structure and permanent water quality control structure, including: culverts, bridges, inlets, manholes, open channels, outfalls, storm sewer pipe outlets, headwalls, ponds, filter strips, and any permanent water quality control structure; and

(B) the storm sewer piping extending underground between the inlet, outlet, and manhole structures; and

(C) setbacks for waterways and critical environmental features, and drainage easements.

(5) The record drawings shall consist of one printed copy and one digitally reproducible copy, with digital data in a format approved by the County Executive, for ease of incorporation or conversion into a Geographic Information Systems (GIS) format.

## **82.901. Permits.**

(a) The County requires permits for the construction of all driveways accessing public roads, utility installation and servicing within public rights-of-way, and Basic Development Permit for all construction outside incorporated areas for residential and commercial development and soils disposal sites. The Basic Development Permit shall incorporate the construction and water quality protection Standards outlined in required by this chapter document as well as the requirements of ~~Travis County Regulations for Flood Plain Management~~ Chapter 64 of the Travis County Code (Regulations for Floodplain Management and Guidelines and Procedures for Development Permits). All incomplete permit applications will expire one year after the submittal date. A 180-day extension may be granted by the Executive Manager upon request before the one-year time limit has passed. Applicants attempting to complete an expired permit application must apply for a new permit. A renewal of a permit may be allowed by the County Executive-Manager, if it is determined that no significant changes have been made to the construction plans and specifications.

(1) Driveway Permit Submittal Requirements.

(A) No Change.

(B) To scale drawing~~Drawing~~ describing the type, layout, and location of driveway, including documentation either acknowledging use of approved standard details and in accordance with the requirements of 82.931(g) of this chapter for driveways, or alternative details reviewed during the permitting process.

(C) No Change.

(2) Utility Installation Permit.

(A) through (B) No Change.

(C) All work shall be in compliance with the construction and water quality protection Standards ~~outlined in~~ required by this ~~chapter~~ document as well as the requirements of Chapter 64 of the Travis County Code (Regulations for Floodplain Management and Guidelines and Procedures for Development Permits), as applicable to the project~~Travis County Regulations for Flood Plain Management.~~

(D) through (I) No Change.



**Chapter 64. Regulations for Floodplain Management  
and Guidelines and Procedures for Development Permits**

**SUBCHAPTER A.**

**64.001. Findings and General Authority.**

(a) **No Change.**

(b)

(1) through (2) No Change.

(3) Pursuant to the authority granted to it by the Texas Legislature in Texas Local Government Code, Chapter 573, the Travis County Commissioners Court is authorized to take any necessary or proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system (Section 402, Federal Water Pollution Control Act (33 U.S.C. Section 1342)).

**64.045. Dedication of Easements and Rights-of-Way.**

(a) through (d) No Change.

(e) Upon completion of construction of the development in accordance with the permit, the owner shall provide reproducible plans or record drawings to the County Executive that meet the requirements of Section 82.604(h) of the Code, relating to georeferencing of structures completed.

**64.062 Development Permit Application.**

(a)

(1) through (20) No Change.

(21) The information required by Section 82.931 of the Code for environmental review, as specified for the permit application type.

(b) through (g) No Change.

**64.066. Approval or Denial of Development Permit.**

(a) through (j) No Change.

(k) The failure of the application to include any of the applicable information required by Section 82.931 of the Code.

#### **64.071. Revocation of Permits.**

(a) and (b) No Change.

(c) Grounds for suspension or revocation of a permit include, but are not limited to:

(1) Refusal~~refusal~~ to make corrections as may be required by the Floodplain Administrator;

(2) Refusal to make corrections as may be required for compliance with the requirements of Chapter 82, Subchapters H - K of the Code (relating to Water Quality Protection Standards);

(3) Allowing~~allowing~~ work to be covered so an inspection cannot be made;

(4) Denial~~denial~~ of access for inspections to the Floodplain Administrator or other agents of the County Executive~~his agent~~.

#### **64.183. Utilities and Individual Septic Tank Systems.**

(a) Except as provided in Subsection ~~(b)~~(c), a basic development permit or special flood hazard area development permit must be obtained prior to the installation, repair, or removal of all utilities, including as water and wastewater lines, on-site waste disposal systems, gas lines, telephone and electric lines and related facilities.

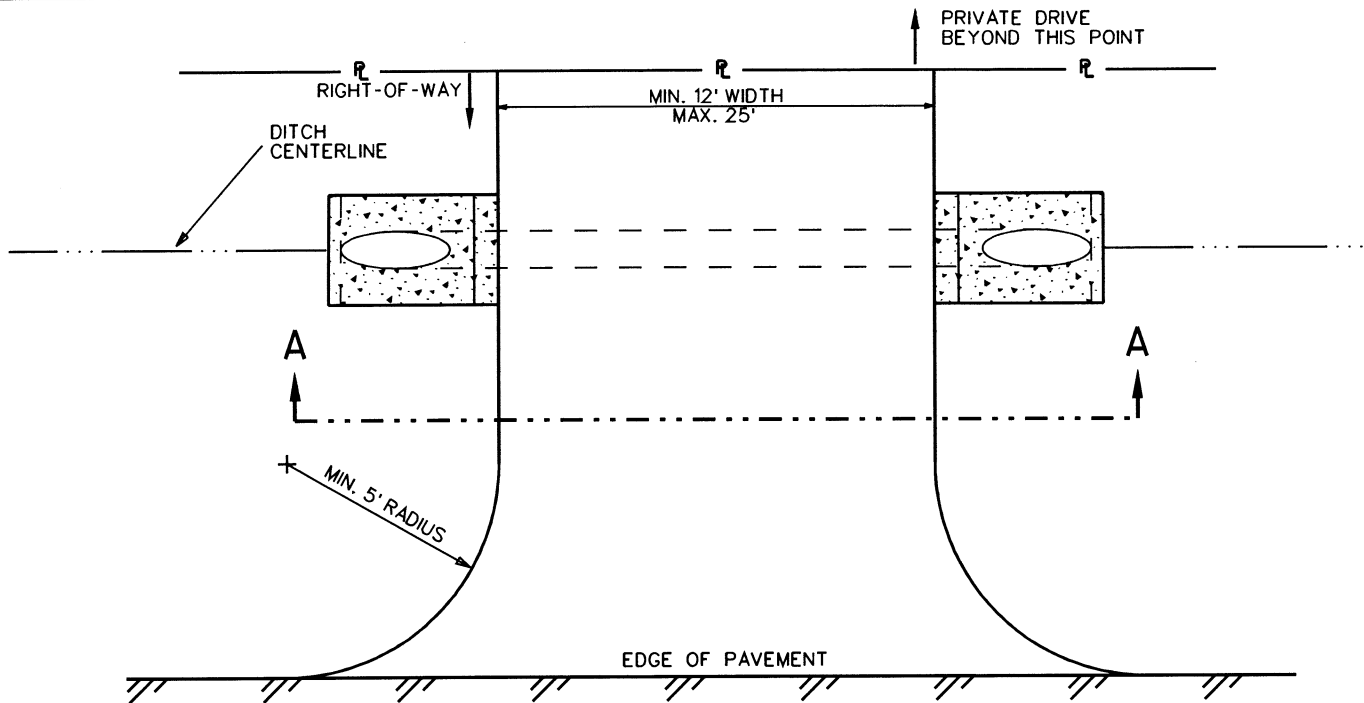
(b) In addition to the requirements of this Chapter, an application submitted for the basic development permit shall include all of the applicable information required by Section 82.931 of the Code.

(c) A permit does not have to be obtained prior to performing emergency repairs to a utility, but written notice must be provided to the Floodplain Administrator on the next County business day as to the location of the repair, the nature of the repair, the name of the person conducting the repairs, the name and address of the property owner, and the name and address of the person who requested the repairs. For the purpose of this subsection, an emergency repair is a repair that is necessary to mitigate or prevent an immediate threat to the health and safety of the public.

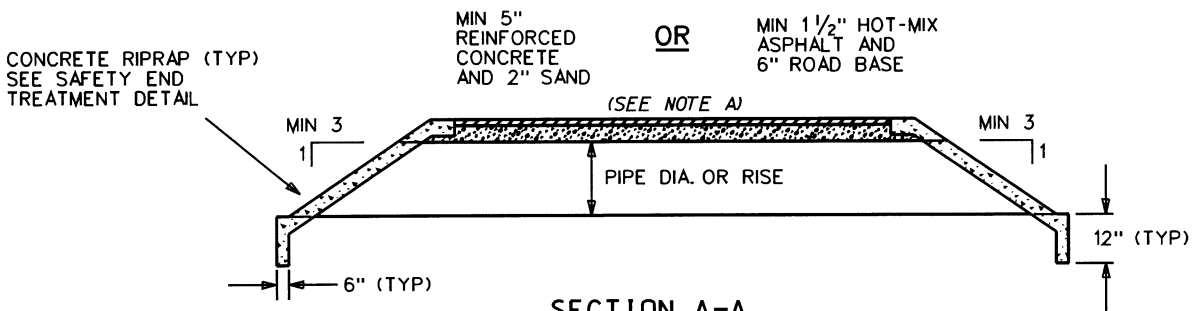
~~(d)~~ No sewage treatment plant, septic tank system, or other on-site sewage disposal system shall be operated when there are floodwaters over any portion of the on-site sewage disposal system.



## EXHIBIT 5

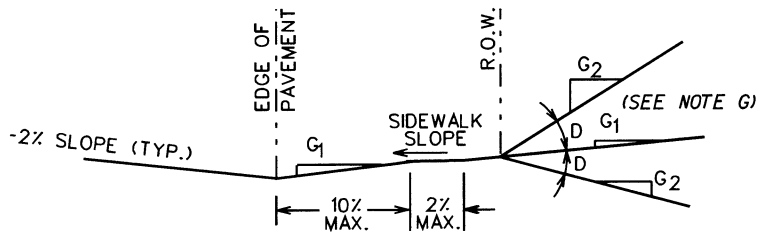


**PLAN VIEW**



**SECTION A-A**

DRAWINGS  
NOT TO SCALE



**ALLOWABLE GRADES**

**NOTES:**

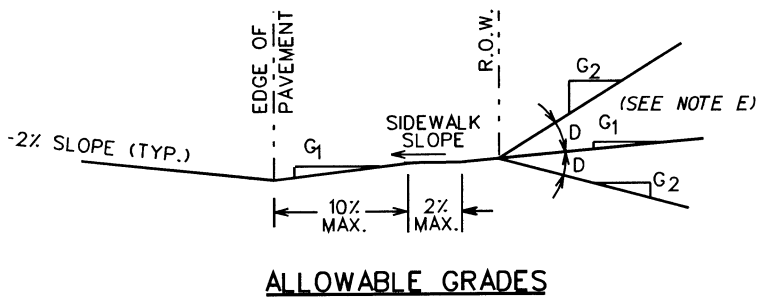
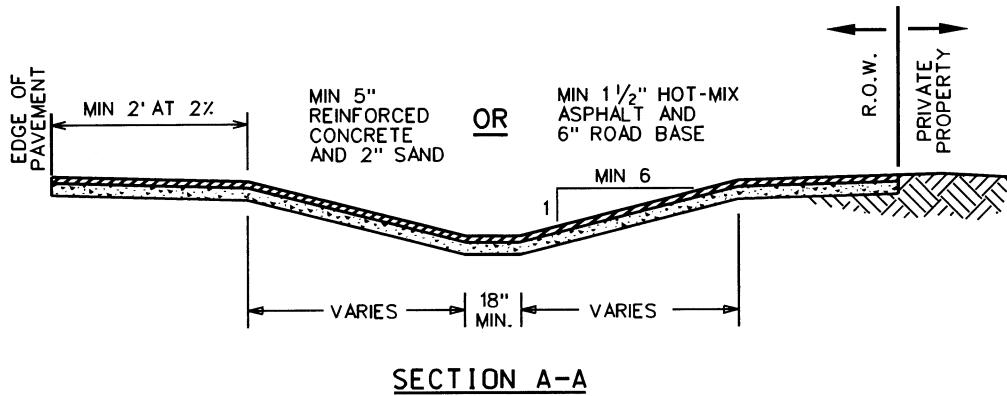
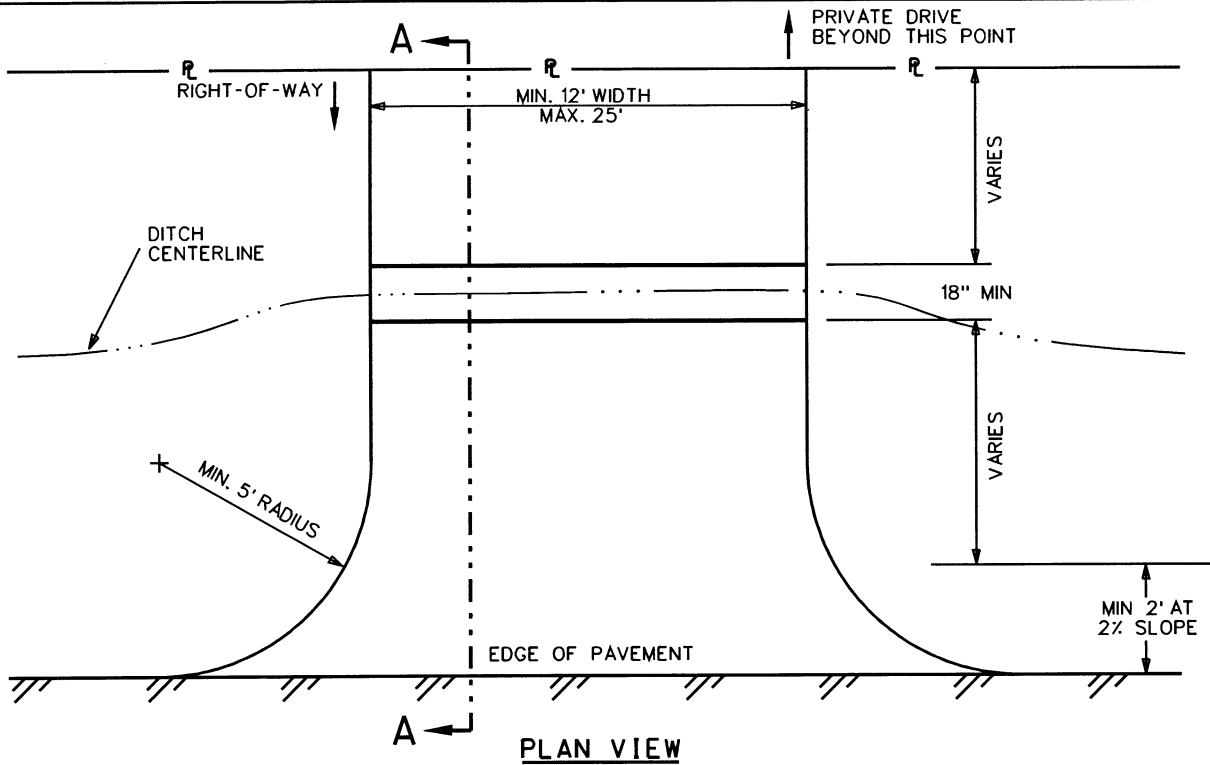
- A) MATERIAL DEPTHS SHOWN ABOVE ARE MINIMUMS. TOTAL COVER OVER PIPE IS RECOMMENDED TO BE 12" OR MORE.
- B) PIPE MAY BE CORRUGATED METAL OR CONCRETE ONLY. PIPE MAY BE ROUND OR ARCH SHAPE.
- C) MINIMUM REINFORCEMENT IN CONCRETE DRIVE SHALL BE •3 @ 18" O.C.E.W. OR 6X6XW1.5XW1.5 WELDED WIRE MESH
- D) INSTALL CULVERT PIPE TO MATCH FLOWLINE OF DITCH.
- E) ENGINEERED DRAWINGS MUST BE SUBMITTED FOR COMMERCIAL DRIVEWAYS.
- F) SPECIAL CONDITIONS MAY APPLY TO ARCH PIPES LARGER THAN DES 3 AND ROUND PIPES LARGER THAN 30".
- G) WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS AND "G2" IS GREATER THAN 15%. "G1" PLUS "D" SHOULD NOT EXCEED 15%.

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DATE: 09-Mar-11



**TRAVIS COUNTY, TEXAS**  
**TRANSPORTATION and NATURAL**  
**RESOURCES DEPARTMENT**

**RESIDENTIAL DRIVEWAY**  
**WITH CULVERT PIPE**

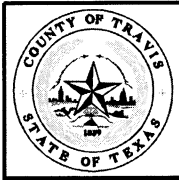


DRAWINGS  
NOT TO SCALE

NOTES:

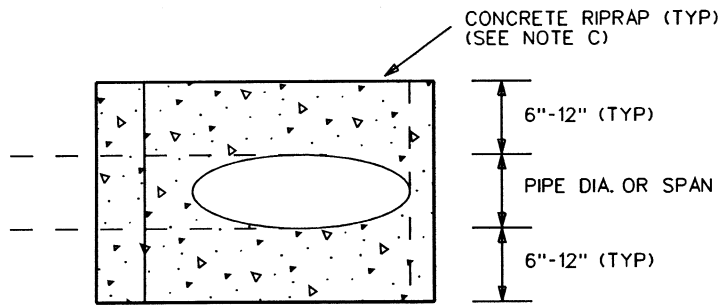
- A) DIP CENTERLINE TO BE ALIGNED WITH DITCH CENTERLINE.
- B) TOP OF DIP SECTION TO MATCH DITCH FLOWLINE ELEVATION.
- C) MINIMUM REINFORCEMENT IN CONCRETE DRIVE SHALL BE  
• 3 @ 18" O.C.E.W. OR 6X6XW1.5XW1.5 WELDED WIRE MESH
- D) ENGINEERED DRAWINGS MUST BE SUBMITTED FOR COMMERCIAL DRIVEWAYS.
- E) WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS AND "G2" IS GREATER THAN 15%. "G1" PLUS "D" SHOULD NOT EXCEED 15%.

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DATE: 09-Mar-11

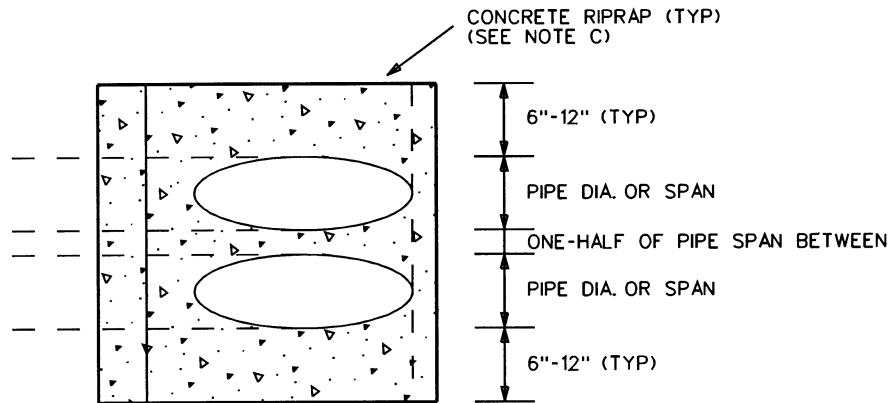


**TRAVIS COUNTY, TEXAS**  
**TRANSPORTATION and NATURAL**  
**RESOURCES DEPARTMENT**

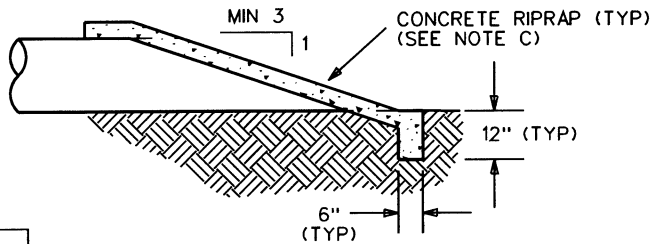
**RESIDENTIAL DRIVEWAY**  
**DIP-STYLE**



**PLAN VIEW -- SINGLE PIPE**



**PLAN VIEW -- MULTIPLE PIPES**




**SECTION**

DRAWINGS  
NOT TO SCALE

**NOTES:**

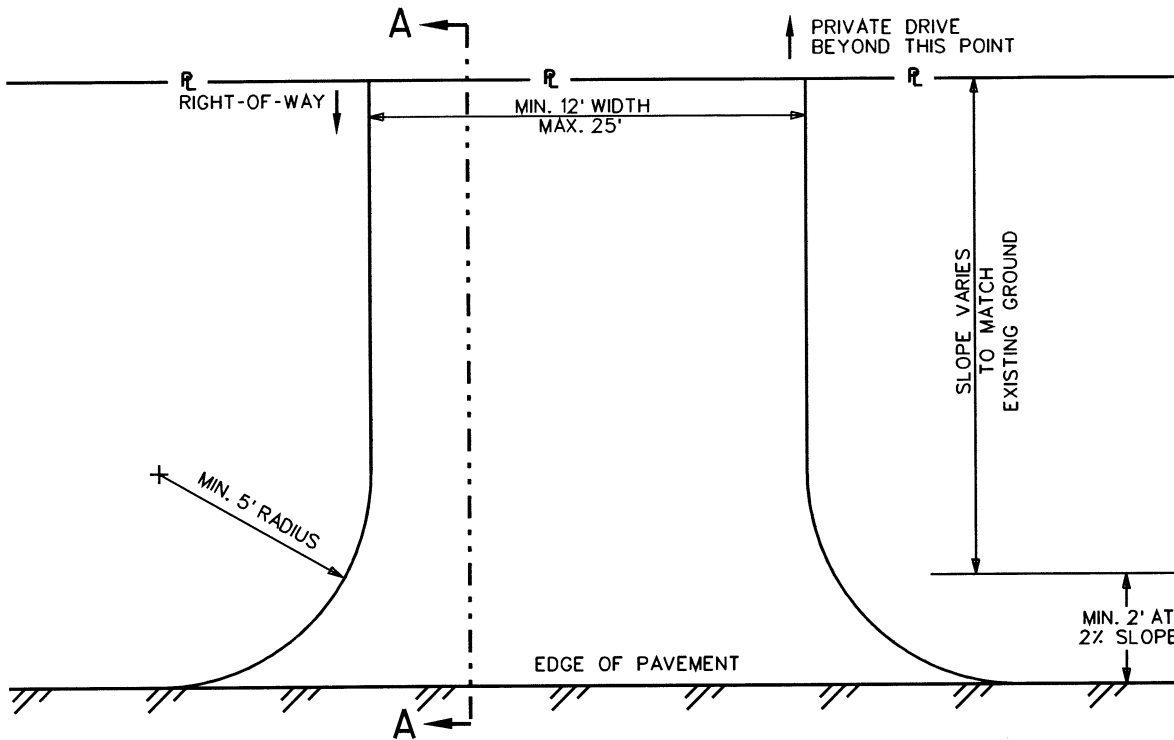
- A) PIPE SIZE AND NUMBER TO BE DESIGNATED BY PERMITTING DEPARTMENT.
- B) PIPE MAY BE CORRUGATED METAL OR CONCRETE ONLY. PIPE MAY BE ROUND OR ARCH SHAPE.
- C) CONCRETE RIPRAP SHALL BE A NOMINAL 4" THICK REINFORCED WITH MIN 6X6XW1.5XW1.5 WELDED WIRE MESH
- D) SPECIAL CONDITIONS MAY APPLY TO ARCH PIPES LARGER THAN DES 3 AND ROUND PIPES LARGER THAN 30".
- E) ENGINEERED DRAWINGS MUST BE SUBMITTED FOR COMMERCIAL DRIVEWAYS

FILE: Q:\Project\Environmental\Driveway\_Stds\safety\_end\_2011.dgn  
DATE: 09-Mar-11

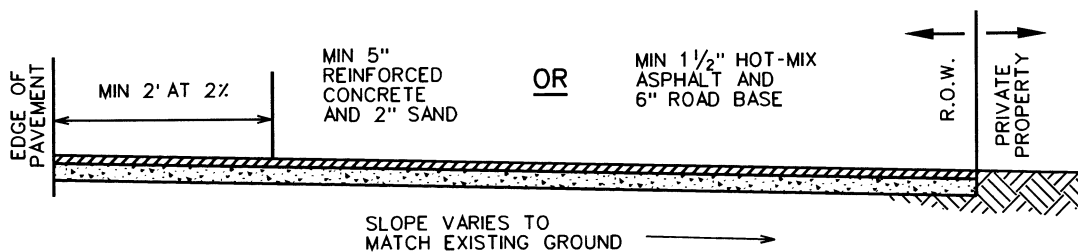


**TRAVIS COUNTY, TEXAS**  
**TRANSPORTATION and NATURAL RESOURCES DEPARTMENT**

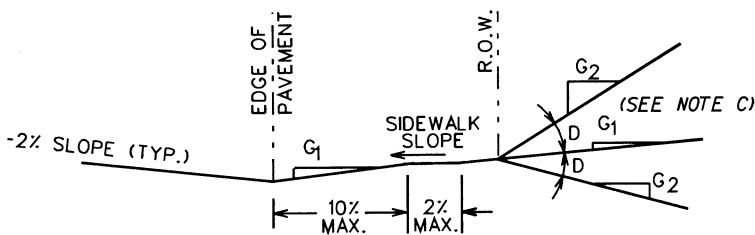
**SAFETY END TREATMENT FOR RESIDENTIAL DRIVEWAY CULVERT**



PLAN VIEW



SECTION A-A



ALLOWABLE GRADES

DRAWINGS  
NOT TO SCALE

FILE: Q:\Project\Environmental\Driveway\_Stds\straight\_tie\_in\_2011.dgn  
DATE: 09-Mar-11

NOTES:

- A) MINIMUM REINFORCEMENT IN CONCRETE DRIVE SHALL BE  $\bullet 3 @ 18"$  O.C.E.W. OR 6X6XW1.5XW1.5 WELDED WIRE MESH
- B) ENGINEERED DRAWINGS MUST BE SUBMITTED FOR COMMERCIAL DRIVEWAYS.
- C) WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS AND "G2" IS GREATER THAN 15%. "G1" PLUS "D" SHOULD NOT EXCEED 15%.



**TRAVIS COUNTY, TEXAS**  
**TRANSPORTATION and NATURAL**  
**RESOURCES DEPARTMENT**

**RESIDENTIAL DRIVEWAY**  
**STRAIGHT TIE-IN**





## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By/Phone Number:** Cheryl Aker, x49558

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

**Commissioners Court Sponsor:** County Judge Samuel Biscoe

### **AGENDA LANGUAGE:**

**CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR A RESOLUTION NOMINATING BAZAARVOICE, INC. AS AN ENTERPRISE ZONE PROGRAM PROJECT.**

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

See attached.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

**RESOLUTION NO. ####**

**WHEREAS**, Travis County (“County”) on May 26, 2009, passed Order No. 05262009 electing to participate in the Texas Enterprise Zone Program, and the local economic development incentives available in Travis County are the same on this date as were outlined in Order No. 05262009; and

**WHEREAS**, the Office of the Governor, Economic Development and Tourism through the Economic Development Bank will consider the project proposed by Bazaarvoice, Inc. (Bazaarvoice) as an enterprise project pursuant to a nomination and an application made by the County; and

**WHEREAS**, the County desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the County and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

**WHEREAS**, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (Act), Bazaarvoice has applied to the County for designation as an enterprise project;

**WHEREAS**, Bazaarvoice meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Bazaarvoice is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of Bazaarvoice as an enterprise project will contribute significantly to the achievement of the plans of the County for development and revitalization of the area.

**WHEREAS**, the County finds that Bazaarvoice meets the criteria for an enterprise zone project and wishes to nominate Bazaarvoice as an enterprise project on the grounds that it will be located at the qualified business site and will create a higher level of employment, economic activity and stability; and

**WHEREAS**, the County Commissioners Court finds that it is in the best interest of the County to nominate Bazaarvoice as an enterprise project pursuant to the Act;

**NOW, THEREFORE, BE IT RESOLVED BY THE TRAVIS COUNTY COMMISSIONERS COURT:**

1. The above recitals are adopted as findings of the Travis County Commissioners Court.
  
2. Bazaarvoice is a “qualified business”, as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.
  
3. The Travis County Commissioners Court nominates Bazaarvoice to the Office of the Governor, Economic Development and Tourism, through the Economic Development Bank, as an enterprise project that shall take effect on the date of designation of the enterprise project by EDT and terminate five (5) years after the date of designation.

**ADOPTED:** \_\_\_\_\_, 2012      **ATTEST:** \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

(SEAL)



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By/Phone Number:** Yolanda Reyes, (512)854-9106

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive, Planning and Budget

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

A handwritten signature in black ink, appearing to read "Leroy Nellis", is written over the printed name of the elected official.

**AGENDA LANGUAGE:** Consider and take appropriate action on budget amendments, transfers and discussion items.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**  
Please see attached documentation.

**STAFF RECOMMENDATIONS:** Please see attached documentation.

**ISSUES AND OPPORTUNITIES:** Please see attached documentation.

**FISCAL IMPACT AND SOURCE OF FUNDING:** Please see attached documentation.

**REQUIRED AUTHORIZATIONS:**

Leroy Nellis – Planning and Budget Office, (512) 854-9106

Jessica Rio – Planning and Budget Office, (512) 854-9106

Cheryl Aker – County Judge's Office, (512) 854-9555

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

# BUDGET AMENDMENTS AND TRANSFERS

## FY 2012

2/7/2012

### AMENDMENTS

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	068	5831	981	9892	Reserves	Fund 068 Allocated Resv.		\$ 19,848	1
	068	5831	601	6099	HHS	Other Purchased Serv.	\$ 19,848		

### TRANSFERS

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	0110	511	6022	Co. Judge	Notary Fees		\$ 20	3
	001	0110	511	6503	Co. Judge	Travel,Meals,Lodging		\$ 750	
	001	0110	511	6504	Co. Judge	Training & Seminars		\$ 1,334	
	001	0110	511	0701	Co. Judge	Reg.Sal-Permnt Empl		\$ 1,796	
	001	0110	511	0801	Co. Judge	Reg.Sal-Temp Empl	\$ 3,900		
T2	001	0110	511	6504	Co. Judge	Training & Seminars		\$ 166	3
	001	0110	511	2002	Co. Judge	FICA Tax - OASDI	\$ 131		
	001	0110	511	2006	Co. Judge	Worker's Compensation	\$ 4		
	001	0110	511	2007	Co. Judge	FICA Tax - Medicare	\$ 31		

## Diana Ramirez

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**From:** Caula McMarion  
**Sent:** Tuesday, January 31, 2012 4:25 PM  
**To:** Diana Ramirez  
**Cc:** Kathleen Haas; Sherri Fleming; Ana Almaguel  
**Subject:** Public Health Interlocal Funding  
**Attachments:** Scanned from a Xerox multifunction device

Diana:

The Public Health Interlocal negotiations, and the budget mark-up for FY 2012 occurred consecutively. When the Adopted Budget was approved to fund the Interlocal contact in 2012, funds for it was insufficient. The Public Health Interlocal contract award for FY 2012 is for \$2,932,484. Health and Human Services line budget for FY 2012 for this Interlocal is \$2,912,636 which is short by \$19,848. This is taking into account that we are fully using the \$60,600 in the food permit account in 068-5831-601-6099.

Per our conversation, I am requesting approval to transfer these funds from allocated reserves (068-5831-981-9892) to fully fund the Public Health Interlocal.  
Copy of BA# 31143 is attached.

*PBO concurs. Darani 2/1/12.*

Budget Adjustment: 31143

Fyr \_ Budget Type: 2012-Reg  
PBO Category: Amendment  
Just: Negbal

Author: 58 - MCMARION, CAULA  
Court Date: Tuesday, Feb 7 2012  
Transfer funds from Reserves to cover shortage for the Public Health Interlocal FY2012

Created: 1/31/2012 3:38:47 PM  
Dept: HEALTH & HUMAN SERVICES

From Account	Acct Desc	Project	Proj Desc	Amount
068-5831-981-9892	ALLOCATED RESERVES			19,848
				19,848
To Account		Project		Amount
068-5831-601-6099	OTHER PURCHASED SERVICES			19,848
				19,848

Approvals	Dept	Approved By	Date Approved
Originator	58	CAULA MCMARION	1/31/2012 04:01:51 PM
DepOffice	58	KATHLEEN HAAS	1/31/2012 04:19:41 PM

*D. Carney 2/1/12*  
*Project Health 2/1/12*





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

700 Lavaca, Ste. 1560  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Members of Commissioners Court  
**FROM:** Aerin-Renee Toussaint, Budget Analyst  
**DATE:** January 31, 2012  
**RE:** Office Specialist Sr. Extension, Dept. 01 (County Judge)

The County Judge's Office desires to extend a temporary Office Specialist Sr. position to an intern currently employed in the Department. The intern previously worked in the office as a student and provided value by helping to ease the workload of the office.

Because of the performance and assistance provided by this intern, the Judge's Office wishes to extend employment to the individual through April 30<sup>th</sup>, 2012.

This position will be compensated at \$4,205.95 (including benefits) and will be internally funded using realized salary savings and a transfer from operating line items. The position will have an end date of 4/30/2012.

PBO supports this action because the individual is being internally funded and will continue to be valuable to the Department during the remaining months of employment.

cc: Samuel T. Biscoe, Travis County Judge  
Leroy Nellis, Jessica Rio, PBO  
Melissa Velasquez, County Judge



**SAMUEL T. BISCOE**  
COUNTY JUDGE

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TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748 ROOM 520  
AUSTIN, TEXAS 78767  
(512) 854-9555  
(512) 854-9535 FAX

# MEMORANDUM

**TO: Planning and Budget Office**

**FROM: Samuel T. Biscoe, Travis County Judge**

**DATE: January 31, 2012**

**RE: Department 01 Office Specialist Sr. extension**

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We are requesting to use internal funds to extend the position of Office Specialist Sr. in our office. This employee has provided great value to our office, and we wish to extend employment.

Budget Adjustment: 31139

Fyr \_ Budget Type: 2012-Reg

Author: 1 - VELASQUEZ, MELISSA

Created: 1/31/2012 2:27:11 PM

PBO Category:

Court Date: 2/7/2012

Dept: COUNTY JUDGE

Just: Other

extension of slot #20006 Office Specialist Sr, County Judge's Office, CC 2-7-12

From Account	Acct Desc	Project	Proj Desc	Amount
001-0110-511-6022	NOTARY FEES			20
001-0110-511-6503	TRAVEL, MEALS, LODGING			750
001-0110-511-6504	TRAINING & SEMINARS			1,334
001-0110-511-0701	REG SALARIES-PERMNT EMPL			1,796
				3,900
To Account		Project		Amount
001-0110-511-0801	REG SALARIES-TEMP EMPL			3,900
				3,900

Approvals	Dept	Approved By	Date Approved
Originator	1	MELISSA VELASQUEZ	1/31/2012 2:30:07 PM
DepOffice	1	MELISSA VELASQUEZ	1/31/2012 2:30:08 PM

*Melissa Velasquez 2/1/12*

Budget Adjustment: 31140

Fyr \_ Budget Type: 2012-Reg

Author: 1 - VELASQUEZ, MELISSA

Created: 1/31/2012 2:29:14 PM

PBO Category:

Court Date: 2/7/2012

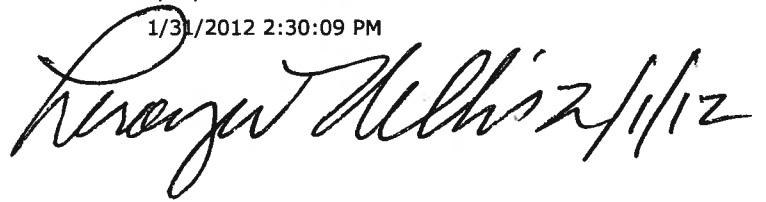
Dept: COUNTY JUDGE

Just: Other

extension of slot #20006 Office Specialist Sr, County Judge's Office, CC 2-7-12

From Account	Acct Desc	Project	Proj Desc	Amount
001-0110-511-6504	TRAINING & SEMINARS			166
				166
To Account		Project		Amount
001-0110-511-2002	FICA TAX - OASDI			131
001-0110-511-2006	WORKER'S COMPENSATION			4
001-0110-511-2007	FICA TAX - MEDICARE			31
				166

Approvals	Dept	Approved By	Date Approved
Originator	1	MELISSA VELASQUEZ	1/31/2012 2:30:05 PM
DepOffice	1	MELISSA VELASQUEZ	1/31/2012 2:30:09 PM



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

Amount	Dept Transferred Into	Date	Explanation
\$15,196,426			Beginning Balance
(\$354,050)	County Clerk	10/13/2011	Voting Equip. for other entities elections
(\$3,559)	Comm. Pct. 4	10/18/11	ACC Internship Program
(\$3,559)	Records Mngt.	10/18/11	ACC Internship Program
(\$650)	Comm. Pct. 3	10/18/11	Office Supplies
(\$1,500)	Constable Pct. 1	10/25/2011	Bilingual Pay
\$37,432	Various	10/26/2011	Cancelled Purchase Orders
(\$41,044)	JP Pct. 1	10/26/2011	Special Project Temp. Employee
(\$41,044)	JP Pct. 1	10/26/11	Special Project Temp. Employee
\$24,673	Various	11/7/11	Cancelled Purchase Orders
(\$57,415)	Purchasing	11/8/2011	Temp. Empl-Transition to new acting sys.
(\$5,000)	General Admin.	11/22/2011	Redistricting Services
(\$299,500)	TNR	11/22/11	Purchase 244 Acres-Wilbarger Crk
(\$1,248,996)	ITS	11/22/11	BEFIT Hardware and Software
(\$70,000)	Sheriff's Office	12/6/2011	TCSO Training Funds
\$30,927	Various	12/8/11	Cancelled Purchase Orders
(\$34,620)	TNR	12/16/11	FTE Monitor Nonpotable Water
\$11,865	Various	12/16/11	Cancelled Purchase Orders
(\$25,000)	TNR	12/22/2011	Envision Central Texas
(\$30,000)	County Attorney	12/22/11	Redistricting Outside Counsel
(\$45,640)	Criminal Courts	12/27/2011	Continue Veterans Court Program
(\$10,000)	TNR	12/28/11	Clean Air Force
\$28,827	Auditor	1/13/12	Technical correction for Excess rollover amt.
(\$5,500)	Facilities	1/17/12	Palm Square Appraisal Fee
(\$3,089)	TNR	1/17/12	Lake Travis Economic Study
(\$5,177)	County Judge	1/24/12	ACC Internship Program
(\$5,177)	Records Mngt.	1/24/12	ACC Internship Program
(\$5,177)	JP Pct. 1	1/24/12	ACC Internship Program
(\$14,415)	Tax Office	1/24/12	Temp. Empl-extension for Redistricting
(\$15,000)	Facilities	1/24/12	Renovations to 1101 Nueces for PlanetSafe
\$26,321	Various	1/24/12	Cancelled Purchase Orders
\$6,984	Various	1/30/12	Cancelled Purchase Orders
<b>\$13,038,343</b>	<b>Current Balance</b>		

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

Amount	Explanation
(\$750,000)	TNR - Landfill
(\$300,000)	Criminal Courts - Possible Capital Cases
(\$208,000)	RMCR - Offsite Storage
(\$200,000)	HRMD - Revised Tuition Reimbursement Policy
(\$175,000)	PBO - Bank Depository Contract
(\$149,135)	County Clerk - Redistricting effects on Elections
(\$100,000)	RMCR - Postage
(\$55,208)	TNR - TXI Environmental Monitoring
(\$18,767)	HRMD - ACC Internship Program
(\$20,000)	Emergency Services - HazMat Reserve
(\$347,012)	Criminal Courts - Drug Court, Veterans Court Grants
(\$193,169)	Civil Courts - Family Drug Court Grant
(\$45,000)	HHS&VS - Coordinator Position - SafeHaven/SafePlace

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

(\$137,421)	TNR - Northeast Metro Park - Phase III
(\$12,500)	TNR - Ozone Monitoring at McKinney Roughs
(\$294,139)	TCSO - 700 Lavaca Security
(\$5,941,788)	Compensation
<b>(\$8,947,139)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$4,091,204</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,433,446 (\$90,000)	TNR	12/13/11	Beginning Balance Guardrail Improvements
<b>\$1,343,446 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Identified During the FY12 Budget Process:**

<b>Amount</b>	<b>Explanation</b>
(\$365,000)	TNR - International Cemetery
(\$330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
(\$48,505)	TCSO - Security
(\$90,000)	TNR - New Guardrail Installations
(\$80,000)	RMCR - A/V Equipment for 700 Lavaca Street
(\$38,500)	TNR - Northeast Metro Park - Phase III
<b>(\$952,005)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$391,441 Remaining CAR Balance After Possible Future Expenditures**

**Salary Savings Reserve Status (001-9800-981-9803)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$330,703			Beginning Balance
<b>\$330,703 Current Reserve Balance</b>			

**Emergency Reserve Status (001-9800-981-9814)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$4,950,000			Beginning Balance
<b>\$4,950,000 Current Reserve Balance</b>			

**Fuel & Utility Reserve Status (001-9800-981-9819)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Planning Reserve Status (001-9800-981-9821)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$4,000,000			Beginning Balance
(\$425,000)	CJP	12/27/11	Related to Civil Courthouse Contract
(\$65,000)	CJP	1/19/2012	Legal Services Contract
<b>\$3,510,000 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$250,000			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

**Future Grant Requirements Reserve Status (001-9800-981-9837)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$596,369			Beginning Balance
<b>\$596,369 Current Reserve Balance</b>			



**Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)**

Amount	Dept Transferred Into	Date	Explanation
\$60,250			Beginning Balance
<b>\$60,250 Current Reserve Balance</b>			

**IJS/FACTS Reserve Status (001-9800-981-9840)**

Amount	Dept Transferred Into	Date	Explanation
\$4,700,000			Beginning Balance
<b>\$4,700,000 Current Reserve Balance</b>			

**Transition Reserve Status (001-9800-981-9841)**

Amount	Dept Transferred Into	Date	Explanation
\$750,000			Beginning Balance
<b>\$750,000 Current Reserve Balance</b>			

**Reserve for State Cuts Status (001-9800-981-9842)**

Amount	Dept Transferred Into	Date	Explanation
\$300,000			Beginning Balance
<b>*\$300,000 Current Reserve Balance</b>			

**Starflight Maintenance Reserve Status (001-9800-981-9843)**

Amount	Dept Transferred Into	Date	Explanation
\$640,000 (\$245,000)	EMS	11/15/11	Beginning Balance Rescue Hoist
<b>\$395,000 Current Reserve Balance</b>			

**TCSO Overtime Reserve Status (001-9800-981-9844)**

Amount	Dept Transferred Into	Date	Explanation
\$1,500,000			Beginning Balance
<b>\$1,500,000 Current Reserve Balance</b>			

**\* Reserved for MHMR**

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,043,855			Beginning Balance
<b>\$1,043,855 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$51,367,824 (\$27,695,392) (\$5,886,705)	TNR Facilities	11/22/11 11/22/11	Beginning Balance Park Land, Vehicles and Rd.Impvts. 700 Lavaca, 1st and 2nd floor Renovations
<b>\$17,785,727 Current Reserve Balance</b>			



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 02/7/2012, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Travis R. Gatlin, Planning and Budget Office, 854-9346

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive  
Planning and Budget

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- A. Annual application to Texas Department of Transportation to continue the Underage Drinking Prevention Program in the County Attorney's Office;
- B. Annual application to the Office of the Governor, Criminal Justice Division, to continue the portion of the Travis County Veterans Court within the Criminal Courts funded by this source;
- C. Annual application to the Department of Health and Human Services: Substance Abuse and Mental Health Services Administration (SAMHSA) to continue the federally funded portion of the Driving While Intoxicated Court Program managed by the Community Supervision and Corrections Department; and
- D. Annual contract with the Capital Area Trauma Advisory Council to receive Texas Department of State Health Services resources for safety equipment and training for the Starflight Program.

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

Items A, B and C are annual applications to continue existing grant programs. Item D is the annual contract to receive resources for one-time equipment and training for the Emergency Medical Services Department.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval of all items

### **ISSUES AND OPPORTUNITIES:**

Additional information is provided on each item's grant summary sheet.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Item A requires a grant match that is available within the County Attorney's FY 12 budget. Items B, C and D do not require a grant match.

**REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leroy Nellis  
Cheryl Aker

TRAVIS COUNTY

2/7/2012

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2012

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
<b>Applications</b>											
A	19 Underage Drinking Prevention Program	10/1/2012-9/30/2013	\$161,205	\$230,502	\$35,951	\$53,875	\$481,533	3.50	R	MC	9
B	24 Veterans Court Grant	9/1/2012-8/31/2013	\$226,516	\$0	\$0	\$0	\$226,516	2.00	R	MC	52
C	39 Travis County Adult Probation DWI Court	9/30/2012-9/29/2013	\$206,515	\$0	\$0	\$0	\$206,515	3.05	R	MC	71
<b>Contracts</b>											
D	59 Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	\$5,888	\$0	\$0	\$0	\$5,888	-	R	S	92

**PBO Notes:**

- R - PBO recommends approval.
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed.

**County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload**

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

**FY 2012 Grant Summary Report**  
**Grant Applications approved by Commissioners Court**

*The following is a list of grants for which application has been submitted since October 1, 2011, and the notification of award has not yet been received.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	\$77,502	\$0	\$25,834	\$0	\$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	\$129,793	\$0	\$43,624	\$0	\$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	\$500,000	\$0	\$166,667	\$0	\$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	\$298,671	\$0	\$437,941	\$73,677	\$810,289	28.00	11/1/2011
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2012	\$7,500	\$0	\$7,500	\$0	\$15,000	-	12/27/2011
47	State Homeland Security Grant program (through CAPCOG)- SCBA equipment	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- equipment licenses	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- maintenance contract	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- replacement equipment	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- chemical protective clothing	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- radiological isotope identifier	10/01/2012-11/30/2014	\$33,500	\$0	\$0	\$0	\$33,500	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- dosimeters	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
49	FY 12 Habitat Conservation Plan Land Acquisition Assistance Grant	5/1/2012-8/30/2014	\$4,834,800	\$0	\$3,223,200	\$0	\$8,058,000	-	1/17/2012
49	Emergency Management Performance Grant	10/1/2011-9/30/2012	\$138,465	\$138,464	\$0	\$0	\$276,929	3.00	1/24/2012
58	Coming of Age (CNCS)	4/1/2012-3/31/2012	\$50,495	\$321,591	\$0	\$0	\$372,086	6.80	1/24/2012
24	Travis County Veterans Court	7/01/2012-6/30/2013	\$53,414	\$0	\$0	\$0	\$53,414	-	1/31/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Drug Court & In-Home Family Services	9/01/2012-8/31/2013	\$181,000	\$20,011	\$0	\$0	\$201,011	0.24	1/31/2012
45	Juvenile Accountability Block Grant (JABG) Local Assessment Center	9/01/2012-8/31/2012	\$101,525	\$11,280	\$0	\$0	\$112,805	1.34	1/31/2012

\*Amended from original agreement.

\$6,562,665    \$491,346    \$3,904,766    \$73,677    \$11,032,454    39.38



**FY 2012 Grant Summary Report  
Grants Approved by Commissioners Court**

*The following is a list of grants that have been received by Travis County since October 1, 2011*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Drug Diversion Court	9/01/2011-8/31/2012	\$132,702	\$0	\$0	\$0	\$132,702	1.00	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	\$155,000	\$0	\$0	\$0	\$155,000	2.00	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	\$119,185	\$0	\$0	\$0	\$119,185	1.00	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	\$231,620	\$0	\$0	\$0	\$231,620	4.00	10/4/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiatives Projects*	5/06/2008-8/31/2013	\$1,650,140	\$0	\$0	\$155,101	\$1,805,241	-	10/4/2011
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	\$464,733	\$99,779	\$0	\$0	\$564,512	-	10/11/2011
58	Comprehensive Energy Assistance Program*	1/01/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	10/18/2011
37	Austin/Travis County Human Trafficking LE Task Force*	1/01/2011-9/30/2012	\$15,000	\$0	\$0	\$0	\$15,000	-	10/18/2011
24	Drug Diversion Court*	9/01/2010-8/31/2011	\$188,422	\$0	\$19,132	\$0	\$207,554	1.00	10/18/2011
37	2012 Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	\$500	\$0	\$0	\$0	\$500	-	10/25/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	\$21,000	\$0	\$0	\$0	\$21,000	-	10/25/2011
45	Travis County Eagle Resource Project	9/1/2011-8/31/2012	\$39,907	\$0	\$0	\$0	\$39,907	-	10/25/2011
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2011 - 9/30/2014	\$550,000	\$0	\$28,012	\$155,321	\$733,333	4.00	11/1/2011
47	Emergency Management Performance Grant	10/1/2010-3/31/2012	\$78,753	\$78,753	\$0	\$0	\$157,506	3.00	11/8/2011
37	State Criminal Alien Assitance Program (SCAAP)	7/1/2009-6/30/2010	\$683,501	\$0	\$0	\$0	\$683,501	-	11/22/2011
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	11/22/2011
47	Urban Area Security Initive*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$0	\$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	\$8,846	\$0	\$0	\$0	\$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	\$75,743	\$22,723			\$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	\$493	\$493	\$0	\$0	\$986	-	12/13/2011
42	Drug Diversion Court*	09/01/2011-08/31/2012	\$132,702	\$0	\$4,605	\$2,602	\$139,909	1.00	1/3/2012
58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	\$212,612	\$0	\$0	\$0	\$212,612	-	1/10/2012
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	1/24/2012-8/31/2013	\$175,000	\$0	\$0	\$0	\$175,000	-	1/17/2012
37	Travis County Sheriff's Office Response Equipment	12/01/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	1/31/2012
24	Formula Grant - Indigent Defense Grants Program	10/01/2011-9/30/2012	\$441,998	\$0	\$0	\$0	\$441,998	-	1/31/2012
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County*	11/19/2012-8/31/2012	\$590,797	\$0	\$0	\$0	\$590,797	2.00	1/31/2012

\*Amended from original agreement.

\$17,625,439      \$273,744      \$51,749      \$313,024      \$18,263,956      22.61

**FY 2012 Grants Summary Report**

**Permission to Continue**

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	3/31/2012	12/27/2011	N/A	No
58	Comprehensive Energy Assistance Program* Casey Family Programs	1/1/2012-12/31/2012	\$0	\$0	\$175,000	0.00	3/31/2012	12/27/2011	N/A	No
58	Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,196	\$15,196	\$30,392	1.00	3/31/2012	12/27/2011	N/A	No
Totals			\$44,392	\$44,392	\$263,784	5.00				

\*This portion of the request is not a typical permission to continue and will temporarily use General Fund resources for grant program operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

**Grant Contracts approved by Commissioners Court**

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000	\$ -	\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA). For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.	\$ -	\$ -	\$ 2,207,900	\$ 1,292,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -	\$ -	\$ -
Travis County Sheriff's Office	Travis County Sheriff's Office Response Equipment (ARRA) - One-time funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 4,611,349	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to develop a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>		<b>\$ 3,070,731</b>	<b>\$ 1,161,189</b>	<b>\$ 8,619,525</b>	<b>\$ 2,175,626</b>	<b>\$ 7,252,569</b>	<b>\$ 1,135,059</b>	<b>\$ 2,272,470</b>	<b>\$ 1,260,059</b>	<b>\$ 1,607,470</b>	<b>\$ 1,760,059</b>	<b>\$ 1,490,480</b>	<b>\$ 1,760,059</b>

County impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

### GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	County Attorney's Office/Underage Drinking Prevention Program	
Contact Person/Title:	Gloria Souhami/Program Director	
Phone Number:	854-4229	

Grant Title:	Underage Drinking Prevention Program			
Grant Period:	From:	10/1/2012	To:	9/30/13
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>	
Grantor:	Texas Department of Transportation			
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>		
Originating Grantor:	US DEPT OF TRANSPORTATION National Highway Traffic Safety Administration (NHTSA)			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	157,362	0	34,951	0	\$187,954
Operating:	3,843	230,502	1,000	53,875	\$60,843
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
<b>Total:</b>	<b>\$161,205</b>	<b>\$230,502</b>	<b>\$35,951</b>	<b>\$53,875</b>	<b>\$248,797</b>
FTEs:	2.5	0.00	1	0.00	3.50

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	DB	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
<b>Measures For Grant</b>						
Presentations and Community Events	700	315				700
Outcome Impact Description	Community demand for presentations continues to grow.					
Involvement with other organizations and agencies	150	29				150
Outcome Impact Description	Program continues its work with outside organizations and agencies.					
Media Coverage	70	216				70
Outcome Impact Description	Program continues to utilize public and private media outlets.					
Number of material distributed	115,000	89,8431				115,000
Outcome Impact Description	Program continues to disseminate materials to grant mandated tri-county area.					

**PBO Recommendation:**

PBO recommends approval of this grant application. The entire grant match is fully budgeted in the FY12 Adopted budget. The cash match consists of \$17,600 in General Fund contributions and \$18,351 from CAPSO funds.

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

The goal of the existing program is to discourage illegal underage alcohol consumption in Travis County. The Travis County Attorney's Office is responsible for the prosecution of DWI/DUI cases and other alcohol related offenses in Travis County. The Comprehensive Underage Drinking Prevention Program provides prevention resources for the department and Travis County citizens.

The grant is enhancing an existing program by expanding community prevention activities to middle school youth while continuing education efforts to high school and college students as well as hosting information booths at community events and collaborating with other agencies.

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

The General Fund contributes \$17,600 toward the full-time community educator's salary and mileage to meet match requirements. The County Attorney's Office contributes \$18,351 through CAPSO funds.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

Yes, a county match is required - \$1,000 county commitment for mileage, \$15,750 contribution for a school educator salary, \$17,231 portion of FTE salary and \$1,734 toward two FTE salaries and approximately \$55,000 in-kind services such as media, print shop, computer and network services, office space, fax and telephone service.

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

They are not permitted and costs are included in matching funds.

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

No, the program will not discontinue. The UDPP will request additional funding via a grant extension.

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

N/A – This program is a continuation of an existing program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The program continues community prevention activities to grades 4<sup>th</sup> – 12<sup>th</sup> and under 21 college students as well as parents. Will also continue to expand community collaborations.



**TRAVIS COUNTY ATTORNEY'S  
UNDERAGE DRINKING  
PREVENTION PROGRAM**

**Travis County Attorney's Office**

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-4229

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

**MEMORANDUM**

**TO: Katie Petersen**

**FROM: Gloria Souhami**

**DATE: January 24, 2012**

**RE: UDPP FY13 Grant Summary Sheet**

Katie,

Please find the grant summary sheet for the UDPP FY'13 grant proposal. The county contribution to the budget and activities remain the same as in previous years. Thanks for all your help.

# Texas Traffic Safety eGrants

## Fiscal Year 2013

**Organization Name:** Travis County Attorney's UDPP

**Legal Name:** County of Travis

**Payee Identification Number:** 17460001922000

**Project Title:** Comprehensive Underage Drinking Prevention Program

**ID:** 2013-Travis C-G-1YG-0008

**Period:** 10/01/2012 to 09/30/2013

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Project Title

Comprehensive Underage Drinking Prevention Program

**Project Description**

To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

**How many years has your organization received funding for this project?**

This will be our fifth or more year.

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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X The following person has authorized the submittal of this proposal.

Name	Samuel Biscoe
Title	Travis County Judge
Address	PO Box 1748
City	Austin
State	Texas
Zip Code	78767
Phone Number	512-854-4229 (xxx-xxx-xxxx)
Fax Number	512-854-9316 (xxx-xxx-xxxx)
E-mail address	sam.biscoe@co.travis.tx.us

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Select a County: Hays County - Austin District  
Travis County - Austin District  
Williamson County - Austin District

**County of Travis**  
**Comprehensive Underage Drinking Prevention Program**

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Select a Political District Served ([View a map](#)):

U.S. Congress\* Congressional District 10  
Congressional District 21  
Congressional District 25  
Congressional District 31

Texas Senate\* Texas Senate District 5  
Texas Senate District 14  
Texas Senate District 25

Texas House\* Texas House of Representatives District 20  
Texas House of Representatives District 45  
Texas House of Representatives District 46  
Texas House of Representatives District 47  
Texas House of Representatives District 48  
Texas House of Representatives District 49  
Texas House of Representatives District 50  
Texas House of Representatives District 51  
Texas House of Representatives District 52

## **Alcohol and Other Drug Counter Measures**

Select a goal:

**X To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities**

Select a strategy:

Improve anti-DWI public information and education campaigns including appropriate bilingual campaigns.

**X To reduce the number of DUI-related crashes where the driver is under age 21**

Select a strategy:

Improve education programs on alcohol and driving for youth.

Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving.

## **Problem Identification and Solution**

### **I. Problem Identification**

Alcohol is the most commonly used and abused drug among US youth. Although drinking under age 21 is illegal, people aged 12 to 20 years drink 11% of all alcohol consumed in the US (Underage Drinking Enforcement Training Center 2011). Alcohol continues to be the most widely used substance among Texas secondary school students, with 62% reporting they had used alcohol at some point in their lives (Texas Department of State Health Services, 2010). Texas currently leads the nation in the number of drinking and driving deaths (NHTSA 2011). In 2010, there were 1,075 people killed in motor vehicle crashes where a driver was under the influence of alcohol. This is 35.5% of the total number of people killed in motor vehicle traffic crashes (TxDOT 2011). Vehicle crashes are the leading cause of death for teens (15-20 years old), and 31% of teen traffic deaths are alcohol-related (MADD Power of Parents 2010). From January 2011 - September 6, 2011, there were 1,874 alcohol related crashes and injuries in Travis, Hays and Williamson Counties (TxDOT 2011). In Austin, 24% of traffic fatalities were alcohol-related (Austin Police Department 2011). According to the Adolescent Drinking - 2011 Texas Youth Risk Behavior Survey, 1 in 3 students rode with someone who had been drinking, and 1 in 10 students drove after they had been drinking. The UDPP believes the availability and use of alcohol resulting in underage drinking and driving crashes and fatalities is a significant traffic safety problem for youth.

Travis, Hays and Williamson Counties have rural areas where youth drink because there is not much else to do and drive at the earliest legal age (UDPP 2011). Historically, idle youth are cited as a prime factor in the prevalence of underage drinking. While some view underage drinking as a "rite of passage", teens have a greater risk of death in an alcohol-related crash than the overall driving population, despite their inability to legally purchase, possess or consume alcohol. Texans ages 17-24 accounted for 27.5% of all drinking and driving deaths despite representing only 8% of the overall Texas population (2009 Crash Records Report.) This risk is also increased by the tendency of teens to drive during high-risk weekends and holidays. [UDPP 2011/Leadership to Keep Children Alcohol Free Foundation 2011] Underage impaired driving, Minor in Possession, and making available to a minor continue to challenge parents, teachers, law enforcement, faith communities, and the community at large. The Austin Metropolitan Statistical Area, which includes Hays, Williamson and Travis Counties, is expected to grow approximately 150% by 2039. This growth will see an additional 640,000 more vehicles on the road (Capital Area Council of Government 2010). The student population will continue to grow as well, and so will new teen drivers, with a new crop of students each fall who have not been reached with the prevention message. In 2010-2011, there were 281,307 students in Travis, Hays, and Williamson County schools (Texas Education Agency 2011). In addition, the Travis County Hispanic population is projected to exceed the Anglo population by 2015 (Travis County CAN 2010). Motor vehicle crashes are the leading cause of death for Hispanics one to 44 years of age (TxDOT 2010). This illustrates a need for culturally sensitive and bilingual outreach and material for Spanish speakers.



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Underage youth are attracted to the tri-county area by higher education institutions and recreational activities, which include water sports and aquatic recreation. A 2010 Red Cross study cites alcohol as a factor in about 25%-50% of adolescent and adult deaths from drowning or injuries. College age youth are particularly at risk for water fatalities as they are for binge drinking.

Close to 40% of college students in the US binge drink, and that number has remained virtually unchanged for decades. Almost 2,000 US college students die yearly from alcohol-related injuries. Locally, the 2010 City of Austin Healthy Adolescent Initiative focus group with youth ages 10-19, tells us that alcohol is the #1 drug of choice.

The Eanes ISD 2010 PRIDE Survey revealed that 43% of 12th graders reported 30 day alcohol use, and 72 % said alcohol was fairly or very easy to get. The Austin ISD 2010-2011 cites 80 alcohol violations in high schools and middle schools. A national survey of more than 2,500 11th and 12th graders found 90% believed their friends were more likely to drink and drive on prom night (Liberty Mutual Insurance & SADD 2011). Parents making alcohol available and hosting parties is a factor in underage drinking.

Nationally 29% of current drinkers aged 12 to 20 reported that their last use of alcohol in the past month occurred at home, and parents or other family members provided the alcohol 21% of the time (SAMHSA 2009 Survey on Drug Use and Health). Efforts to reduce underage drinking must focus on adults as well as youth and must engage the whole community.

**II. Project Plan**

**Problem Solution**

In order to reduce underage drinking and driving in three counties, these measures will be utilized: "Why Risk It?" and "Busted!" presentations to high/middle schools and 4th/5th graders in elementary school, as well as to parents/care givers, that includes information regarding riding with a drinking driver, the zero tolerance law, and the legal and social consequences of underage drinking. Presentations are conducted by staff and law enforcement volunteers. It will also increase the awareness of risk, in order to reduce the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and conditions. UDPP assessments assist in tailoring presentations to youth behaviors.

The Eanes ISD 2010 PRIDE Survey says friend's homes are most popular with older students. Leading national surveys reveal that parents are the number one source that teens turn to for important information; parents can influence their teen's decision not to drink alcohol (MADD 2010). The UDPP addresses this issue by providing adult/parent presentations that include the "Jacqueline Saburido" video and working with school parent support specialists, parent involvement programs (Parent/Teacher Coffee) and PTA. Adults are also targeted during the Christmas/New Year's Emphasis Patrol dedicated to an underage victim of DWI. This media event is reinforced by teen anti-DWI/alcohol awareness presentations. It maintains cooperative multi-jurisdictional law enforcement efforts addressing underage impaired driving. The program will also reach adults and college age youth through orientations, open enrollments, presentations and health fair events sponsored by

**Comprehensive Underage Drinking Prevention Program**

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public and private employers, as well as by colleges and universities.

Other educational components will include media campaigns during high risk times and participation in grassroots projects such as Red Ribbon Week and Project Celebration. A survey of more than 2,500 high school juniors and seniors found that 90% believe their peers are more likely to drink and drive on prom night and 79 % believe the same is true of graduation night (Join Together, May 2011). High-risk times such as spring break, prom, graduation and Halloween will be targeted, and BWI and DWI/summer water safety will be addressed in partnership with the Central Texas Water Safety Coalition. Continue collaboration with groups, including the Austin Police Department Athletic League, Williamson County Youth Substance Abuse Prevention Coalition, Hispanic Futures Conference, Community Action Network, Del Valle and Austin ISDs School Health Advisory Councils (SHAC), and the Safe Kids Coalition. Continue UDPP task force efforts by increasing membership and providing quality programs and speakers. The task force celebrates a history of community service and has grown to over 200 members. The task force meets regularly and encourages members to support, utilize and create awareness of new and existing resources; it also serves as a distribution site for seasonal campaign material and local event information. Will also utilize Travis County Television for public affairs show "Focus on Youth and Alcohol" and community notices.

The Comprehensive Underage Drinking Prevention Program is in a position to reduce alcohol-related harm in the tri-county area by providing education and outreach prevention services as well as changing social norms and perceptions about youth and alcohol. Continuing the UDPP provides continuity to build on previous successes and makes a significant contribution in saving the lives of teenagers by discouraging alcohol consumption. The UDPP addresses the spectrum of underage drinking from 4th graders to 20 year-old college age youth, where the risks vary from riding with a drinking driver for young students to binge drinking, and drinking and driving for older youth.

UDPP strengths include name recognition, staff longevity, working relationships with school districts, private and charter schools, established task force and strong working relationships with local law enforcement agencies and media. The "Why Risk It?" program will continue to reach high school age and older youth. The anti-DWI high school program will be supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school and to 4th/5th grade students. Evidence based research shows prevention programs at key transition points can produce beneficial effects even among high risk children and families. The UDPP will also grow its partnership with the Mexican Consulate, Con Mi Madre (Hispanic Mother/Daughter program), PTAs in predominantly Spanish speaking schools, and other Spanish speaking parent groups to address this population's risks.

The UDPP will utilize branded materials to enhance marketing efforts and enforce its mission statement: To create a community consensus that underage drinking is illegal, unhealthy and unacceptable.

**Objectives, PI&E, Performance Measures and Activities**

Objectives indicate the specific purpose of the project. Objectives should follow the SMART principle - Specific, Measurable, Action-oriented, Realistic, and Time framed.

**Objective statement:**

Action Verb                      To Conduct

Target Number                      460

Baseline Measure

Performance Measure              Busted and Why Risk It presentations to youth and adults in Travis, Hays and Williamson Counties.

Completion Date                      By 9/30/2013  
 (mm/dd/yyyy)

Activity	Responsible	Activity Completion Date (mm/dd/yyyy)
1. Contact schools for presentations	Subgrantee	5/31/2013
2. Contact community youth groups for presentations.	Subgrantee	5/31/2013
3. Conduct Busted and Why Risk It? presentations to elementary through 12th grade youth, as well as to adults.	Subgrantee	9/30/2013
4. Participate in age appropriate community events.	Subgrantee	6/30/2013
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**Objectives, PI&E, Performance Measures and Activities**

Objectives indicate the specific purpose of the project. Objectives should follow the SMART principle - Specific, Measurable, Action-oriented, Realistic, and Time framed.

**Objective statement:**

Action Verb                      To Establish

Target Number                  12

Baseline Measure

Performance Measure        collaboration between existing agencies on underage drinking and anti-DWI issues.

Completion Date  
(mm/dd/yyyy)                      By 9/30/2013

Activity	Responsible	Activity Completion Date (mm/dd/yyyy)
1. Participate in forums on underage drinking prevention for parents of elementary school youth.	Subgrantee	9/30/2013
2. Coordinate outreach efforts with existing underage drinking prevention efforts: ISD Project Celebrations, Mexican Consulate events, etc.	Subgrantee	9/30/2013
3. Collaborate with other county coalitions focused on anti-DWI/underage drinking prevention: Williamson Co. Youth Substance Abuse Prevention Coalition.	Subgrantee	9/30/2013
4. Attend underage drinking prevention/anti-DWI, and youth health & safety meetings: Safe Kids, Greater Austin Underage Drinking Co., Suicide Prev., etc.	Subgrantee	9/30/2013
5. Create partnerships for community events.	Subgrantee	9/30/2013
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**Objectives, PI&E, Performance Measures and Activities**

Objectives indicate the specific purpose of the project. Objectives should follow the SMART principle - Specific, Measurable, Action-oriented, Realistic, and Time framed.

**Objective statement:**

Action Verb To Participate

Target Number 40

Baseline Measure

Performance Measure community events in Travis, Hays and Williamson Counties.

Completion Date (mm/dd/yyyy) By 9/30/2013

Activity	Responsible	Activity Completion Date (mm/dd/yyyy)
1. Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	9/30/2013
2. Collaborate with other agencies to prevent duplication of efforts.	Subgrantee	9/30/2013
3. Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee	5/31/2013
4. Contact and work with local colleges and universities on underage drinking and driving prevention efforts.	Subgrantee	6/30/2013
5. Provide presentations to and staff information booths at recreation centers.	Subgrantee	8/30/2013
6. Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	9/30/2013
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**Objectives, PI&E, Performance Measures and Activities**

Objectives indicate the specific purpose of the project. Objectives should follow the SMART principle - Specific, Measurable, Action-oriented, Realistic, and Time framed.

**Objective statement:**

Action Verb                      To Collect

Target Number                 12

Baseline Measure

Performance Measure              months of UDPP statistics in Travis, Hays and  
Williamson Counties.

Completion Date  
(mm/dd/yyyy)                        By 9/30/2013

Activity	Responsible	Activity Completion Date (mm/dd/yyyy)
1. Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	6/30/2013
2. Compile data and determine any trends for each county.	Subgrantee	9/30/2013
3. Identify youth community service options for each county.	Subgrantee	5/30/2013
4. Identify links between underage drinking and other social issues.	Subgrantee	9/30/2013
5. Compile information and data collected. Report findings on underage drinking statistics at end of year meeting with each county.	Subgrantee	8/31/2013
6. Conduct pre and post surveys before and after UDPP presentations	Subgrantee	5/31/2013
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**Objectives, PI&E, Performance Measures and Activities**

Objectives indicate the specific purpose of the project. Objectives should follow the SMART principle - Specific, Measurable, Action-oriented, Realistic, and Time framed.

**Objective statement:**

Action Verb To Conduct

Target Number 5

Baseline Measure

Performance Measure Underage Drinking Prevention Task Force meetings

Completion Date (mm/dd/yyyy) By 9/30/2013

Activity	Responsible	Activity Completion Date (mm/dd/yyyy)
1. Maintain a database of coalition task force members.	Subgrantee	9/30/2013
2. Determine speakers and agenda for task force meetings.	Subgrantee	9/30/2013
3. Invite representatives from Williamson and Hays Counties to attend task force meetings.	Subgrantee	9/30/2013
4. Conduct and attend task force meetings.	Subgrantee	8/30/2013
5. Provide statistics/information to task force members	Subgrantee	8/31/2013
6. Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	8/31/2013
7. Coordinate activities with other groups and agencies to prevent duplication of efforts.	Subgrantee	8/31/2013
8. Partner with Hays and Williamson Counties on task force activities.	Subgrantee	9/30/2013
9.		
10.		

**Objectives, PI&E, Performance Measures and Activities**

Objectives indicate the specific purpose of the project. Objectives should follow the SMART principle - Specific, Measurable, Action-oriented, Realistic, and Time framed.

**Objective statement:**

Action Verb                      To Conduct

Target Number                      1

Baseline Measure

Performance Measure              year round public information and education (PI&E) campaign in the tri-county area.

Completion Date                      By 9/30/2013  
 (mm/dd/yyyy)

Activity	Responsible	Activity Completion Date (mm/dd/yyyy)
1. Determine and develop types of materials needed.	Subgrantee	12/31/2012
2. Submit proposed materials and the PI&E plan to the department for approval.	Subgrantee	1/31/2013
3. Produce/distribute material and maintain records of all PI&E material received and distributed.	Subgrantee	9/30/2013
4. Report on program activities.	Subgrantee	9/30/2013
5. Participate in season campaigns: Christmas/New Year's, Red Ribbon Week, Spring Break and Graduation in coordination with federal/state campaigns.	Subgrantee	6/30/2013
6. Contact and serve PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee	6/30/2013
7. Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data and trends.	Subgrantee	9/30/2013
8. Utilize public access TV for public service and community billboard announcements and produce "Focus on Youth and Alcohol" TV show for TCTV.	Subgrantee	9/30/2013
9. Submit press releases to existing news sources (print and broadcast) in all three counties.	Subgrantee	9/30/2013
10. Update press kit & update program fact sheet with current data distribution to task force agencies and the public.	Subgrantee	9/30/2013



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Position / Title: Community Educator  
 Salary Type: Yearly  
 Unit Price: \$18,300.00 is 100 % of the Individuals Total Salary (applicable to monthly/yearly)  
 Quantity: 1  
**Total:** \$18,300.00  
 Fringe Rate: 55.935%  
 Fringe Total: \$10,236.10  
 Breakdown of Fringe Percentage: FICA 6.2%, Health Insurance 690/month/person, Life Insurance \$8.25/month/person, Retirement 12.27%, Worker's Comp. .75 x .0026 x salary, Medicare 1.45%

Please enter allocation amount per items entered in the following fields. Click the **Save** button to calculate the percentages for (100) Salaries and (200) Fringe Benefits.

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	\$437.00	2.39%	\$10,236.10	100.00%
Match:	\$17,863.00	97.61%	\$0	0.00%
Program Income:	\$0	0.00%	\$0	%
Total: 0.00	\$18,300.00		\$10,236.10	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Position / Title: Longevity Pay  
 Salary Type: Yearly  
 Unit Price: \$2,100.000 is 100 % of the Individuals Total Salary  
 (applicable to monthly/yearly)  
 Quantity: 1  
**Total:** \$2,100.00  
 Fringe Rate: 20.12%  
 Fringe Total: \$422.52

**Breakdown of Fringe  
 Percentage:**

Please enter allocation amount per items entered in the following fields. Click the <b>Save</b> button to calculate the percentages for (100) Salaries and (200) Fringe Benefits.				
Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	\$2,100.00	100.00%	\$422.52	100.00%
Match:	\$0	0.00%	\$0	0.00%
Program Income:	\$0	0.00%	\$0	%
Total:0.00	\$2,100.00		\$422.52	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Position / Title: Program Assistant  
 Salary Type: Yearly  
 Unit Price: \$50,122.000 is % of the Individuals Total Salary (applicable to monthly/yearly)  
 Quantity: 1  
**Total:** \$50,122.00  
 Fringe Rate: 40.473%  
 Fringe Total: \$20,285.88  
 Breakdown of Fringe Percentage: FICA 6.2%, Health Insurance 690/month/person, Life Insurance \$8.25/month/person, Retirement 12.27%, Workers Comp. .75  
 Fringe Percentage: x.0026 x salary, Medicare 1.45%

Please enter allocation amount per items entered in the following fields. Click the **Save** button to calculate the percentages for (100) Salaries and (200) Fringe Benefits.

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	\$48,930.00	97.62%	\$20,285.88	100.00%
Match:	\$1,192.00	2.38%	\$0	0.00%
Program Income:	\$0	0.00%	\$0	%
Total:0.00	\$50,122.00		\$20,285.88	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Position / Title: Program Coordinator  
 Salary Type: Yearly  
 Unit Price: \$58,027.000 is 100 % of the Individuals Total Salary (applicable to monthly/yearly)  
 Quantity: 1  
**Total:** \$58,027.00  
 Fringe Rate: 31.42%  
 Fringe Total: \$18,232.08  
 Breakdown of Fringe Percentage: FICA 6.2%, Health Insurance \$690/month/person, Life Insurance \$8.25/month/person, Retirement 12.27%, Workers Comp. .75 x .0026 x salary, Medicare 1.45%

Please enter allocation amount per items entered in the following fields. Click the **Save** button to calculate the percentages for (100) Salaries and (200) Fringe Benefits.

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	\$56,718.00	97.74%	\$18,232.08	100.00%
Match:	\$1,309.00	2.26%	\$0	0.00%
Program Income:	\$0	0.00%	\$0	%
Total: 0.00	\$58,027.00		\$18,232.08	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Description Hotel Expenses  
 Please explain Save a Life Hotel for one staff member  
 Unit Price \$100.000  
 Quantity 3  
 Total \$300.00

Purpose/Details Hotel expenses for one staff member to attend the Save a Life Conference.

Non-Enforcement Travel Mileage

Please enter allocation amount per items entered in the following fields.  
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$300.00	100.00%
Match	\$0	0.00%
Program Income	\$0	%
Total	\$300.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Description      Meals  
 Please explain   Save a Life meals for one staff member  
 Unit Price        \$36.000  
 Quantity         3  
 Total              \$108.00

Purpose/Details Meals for one staff member attendin the Save a Life Conference.  
 Non-Enforcement Travel Mileage

Please enter allocation amount per items entered in the following fields.  
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$108.00	100.00%
Match	\$0	0.00%
Program Income	\$0	%
Total0.00	\$108.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Description Mileage  
 Please explain Save a Life mileage for one staff member/SA, TX  
 Unit Price \$0.550  
 Quantity 200  
 Total \$110.00

Purpose/Details Mileage for onoe staff member to attend the Save a Life Conference in San Antonio, Texas.

Non-Enforcement Travel Mileage

Please enter allocation amount per items entered in the following fields.  
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$110.00	100.00%
Match	\$0	0.00%
Program Income	\$0	%
Total0.00	\$110.00	

County of Travis  
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Description Mileage  
 Please explain to/from mtg, comm events, activities in tri-county  
 Unit Price \$0.550  
 Quantity 3500  
 Total \$1,925.00

Purpose/Details Mileage to and from meetings, community events and activities (day to day business) in Travis, Hays and Williamson Counties.

Non-Enforcement Travel Mileage

Please enter allocation amount per items entered in the following fields.  
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$925.00	48.05%
Match	\$1,000.00	51.95%
Program Income	\$0	%
Total	\$1,925.00	



County of Travis  
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Description      County Match - Supplies  
Unit Price        \$1,000.00  
Quantity          1  
Total Cost        \$1,000.00

Purpose/Details County match for office products, files, pens, paper, and other supplies.

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$1,000.00	100.00%
Program Income	\$0	%
Total	\$1,000.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Description      Community Volunteers - Match  
 Unit Price        \$21.36  
 Quantity          100  
 Total Cost        \$2,136.00

Purpose/Detail    Community volunteers for presentations and attendance at booth events.

Please enter allocation amount per items entered in the following fields.  
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$2,136.00	100.00%
Program Income	\$0	%
Total	\$2,136.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Description    Earned Media - Match  
 Unit Price      \$225,366.00  
 Quantity        1  
 Total Cost      \$225,366.00

Purpose/Detail    Earned media - value of program publicity earned via television, print and radio media.

Please enter allocation amount per items entered in the following fields.  
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$225,366.00	100.00%
Program Income	\$0	%
Total	\$225,366.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Description Law Enforcement Volunteers - Match  
 Unit Price \$30.00  
 Quantity 100  
 Total Cost \$3,000.00

Purpose/Detail Law enforcement volunteers for presentations and attendance at booths and community events.

Please enter allocation amount per items entered in the following fields.  
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$3,000.00	100.00%
Program Income	\$0	%
Total	\$3,000.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Description    Media - Match  
Unit Price    \$22,675.00  
Quantity       1  
Total Cost     \$22,675.00

Purpose/Detail    Travis County Television shows, dubs, tapes/DVDs. PSAs, web site management.

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$22,675.00	100.00%
Program Income	\$0	%
Total	\$22,675.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Description    Print Shop - Match  
 Unit Price     \$10,000.00  
 Quantity       1  
 Total Cost      \$10,000.00

Purpose/Detail    Estimated cost for printing of brochures, fact sheets, seasonal campaign material, etc.

Please enter allocation amount per items entered in the following fields.  
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$10,000.00	100.00%
Program Income	\$0	%
Total	\$10,000.00	

County of Travis  
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Description      School Educator Salary - Match  
Unit Price        \$1,215.59  
Quantity          12  
Total Cost        \$14,587.08  
Purpose/Detail    Salary for school educator - county match.

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$14,587.08	100.00%
Program Income	\$0	%
Total	\$14,587.08	

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**Comprehensive Underage Drinking Prevention Program**

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Name PI&E Promotional Items  
 Description Bumper Stickers  
 Unit Price \$0.20  
 Quantity 2500  
 Total Cost \$500.00

Purpose/Details Red bumper stickers with "DWI Kills" message.

Please enter allocation amount per items entered in the following fields.  
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$500.00	100.00%
Match		0.00%
Program Income		%
Total	\$500.00	



County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Name                      Other  
Description              Office Rent - Match  
Unit Price                \$1,400.00  
Quantity                 12  
Total Cost                \$16,800.00  
Purpose/Details        Match amount for rent of office space.

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$16,800.00	100.00%
Program Income		%
Total 0.00	\$16,800.00	

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Name            Other  
Description    Parking - Match  
Unit Price      \$250.00  
Quantity       12  
Total Cost      \$3,000.00

Purpose/Details County match amount for parking costs of two downtown parking spots for staff.

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$3,000.00	100.00%
Program Income		%
Total	\$3,000.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Name            PI&E Educational Items  
Description    Pencils - English  
Unit Price      \$0.10  
Quantity       9000  
Total Cost      \$900.00

Purpose/Details Pencils with English message: "Why Risk It? Under 21, Don't Drink."

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$900.00	100.00%
Match		0.00%
Program Income		%
Total	\$900.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Name PI&E Educational Items  
 Description Pencils - Spanish  
 Unit Price \$0.10  
 Quantity 5000  
 Total Cost \$500.00

Purpose/Details Pencils with Spanish "Why Risk It?" Under 21, Don't Drink."; "Para que arriesgarte? Menor de 21, no tomes."

Please enter allocation amount per items entered in the following fields.  
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$500.00	100.00%
Match		0.00%
Program Income		%
Total	\$500.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Name            PI&E Promotional Items  
Description    Plastic Pouches  
Unit Price      \$1.25  
Quantity       400  
Total Cost     \$500.00

Purpose/Details Plastic pouches with "Why Risk It? Under 21, Don't Drink." message.

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$500.00	100.00%
Match		0.00%
Program Income		%
Total	\$500.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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Name            Other  
Description    Telephone/Fax Service - Match  
Unit Price     \$1.00  
Quantity       400  
Total Cost     \$400.00

Purpose/Details Match amount of cost for telephone and fax service.

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$400.00	100.00%
Program Income		%
Total	\$400.00	

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

**Budget Summary**

Budget Category		TxDOT	Match	Program Income	Total
<b>Category I - Labor Costs</b>					
(100)	Salaries:	\$108,185.00	\$20,364.00	\$0	\$128,549.00
(200)	Fringe Benefits:	\$49,176.58	\$0	\$0	\$49,176.58
	<b>Sub-Total:</b>	<b>\$157,361.58</b>	<b>\$20,364.00</b>	<b>\$0</b>	<b>\$177,725.58</b>
<b>Category II - Other Direct Costs</b>					
(300)	Travel:	\$1,443.00	\$1,000.00	\$0	\$2,443.00
(400)	Equipment:	\$0	\$0	\$0	\$0
(500)	Supplies:	\$0	\$1,000.00	\$0	\$1,000.00
(600)	Contractual Services:	\$0	\$277,764.08	\$0	\$277,764.08
(700)	Other Miscellaneous:	\$2,400.00	\$20,200.00	\$0	\$22,600.00
	<b>Sub-Total:</b>	<b>\$3,843.00</b>	<b>\$299,964.08</b>	<b>\$0</b>	<b>\$303,807.08</b>
	<b>Total Direct Costs:</b>	<b>\$161,204.58</b>	<b>\$320,328.08</b>	<b>\$0</b>	<b>\$481,532.66</b>
<b>Category III - Indirect Costs</b>					
(800)	Indirect Cost Rate:	\$0	\$0	\$0	\$0
<b>Summary</b>					
	<b>Total Labor Costs:</b>	<b>\$157,361.58</b>	<b>\$20,364.00</b>	<b>\$0</b>	<b>\$177,725.58</b>
	<b>Total Direct Costs:</b>	<b>\$3,843.00</b>	<b>\$299,964.08</b>	<b>\$0</b>	<b>\$303,807.08</b>
	<b>Total Indirect Costs:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>Grand Total:</b>	<b>\$161,204.58</b>	<b>\$320,328.08</b>	<b>\$0</b>	<b>\$481,532.66</b>
	<b>Fund Sources: (Percent Share)</b>	<b>33.48%</b>	<b>66.52%</b>	<b>0.00%</b>	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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County of Travis  
**Comprehensive Underage Drinking Prevention Program**

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2013-Travis C-G-1YG-0008 Printed On: 1/26/2012

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2013-Travis C-G-1YG-0008 Printed On:  
1/26/2012



### GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Director of Court Management	
Phone Number:	512-854-9224	

Grant Title:	Travis County Veterans' Court			
Grant Period:	From:	09/01/12	To:	08/31/13
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$155,604	0	0	0	\$155,604
Operating:	\$66,470	0	0	0	\$66,470
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	\$4,442	0	0	0	\$4,442
<b>Total:</b>	<b>\$226,516</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$226,516</b>
FTEs:	2.00	0.00	0.00	0.00	2.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JC	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures Applicable Dept. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
# of defendants screened for eligibility for court	360	90 proj.	180 proj.	270 proj.	360 proj.	360
# of defendants accepted into court	40	12 proj.	25 proj.	37 proj.	40 proj.	40
<b>Measures For Grant</b>						
Provide linkage to appropriate treatment for identified veterans	50	13 proj.	26 proj.	39 proj.	50 proj.	50
<b>Outcome Impact Description</b>						
At least 40 veterans will receive treatment and services through the VA while prosecution is deferred to better serve the ends of justice.	40	12 proj.	25 proj.	37 proj.	40 proj.	40

**PBO Recommendation:**

This grant application, if funded, will provide state resources for the third year of the Veterans Court Program in the Criminal Courts. This grant will allow for the continuation of the docket focused on serving the needs of veterans who are non-violent misdemeanor defendants in the criminal justice system. This grant application is for a total of \$226,516 and will fund two FTE.

The Auditor's Office and County Attorney's Office have both reviewed the application and have raised no issues. PBO recommends approval of this application.

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

It is the goal of the Travis County Veterans Court to link misdemeanor and felony veteran defendants to the VA for assessment and treatment services, monitor their treatment compliance, and divert them from further criminal sanctions. The court will focus on those defendants with Post Traumatic Stress Disorders, Traumatic Brain Injury, and other mental health disorders that resulted from combat related experiences. 79% of offenders with mental health disorders have issues with substance abuse. It is anticipated that a large number of the Court's participants will need substance abuse intervention which is an integral part of the Veterans Court Program.

A Veterans Court Implementation Grant was first received from the Office of the Governor, Criminal Justice Division (OOG/CJD) in April 2010 (partial-year FY10). The Governor's Office continued funding the Veterans Court Program in FY11 and FY12. The Veterans Court held its first docket on November 10, 2010. On November 10, 2011, the court graduated its first veteran and accepted its 34<sup>th</sup> veteran into the program.

The Travis County Veterans Court Program is again requesting that the Office of the Governor, Criminal Justice Division fund the Veterans Court Program for FY13. It

should be noted that an application is also being submitted to the Texas Veterans Commission to fund a portion of the Veterans Court services during the period between July 1, 2012 and June 30, 2013.

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

There are no long term County funding requirements for this grant.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no county match for this grant.

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

Yes, we are requesting a 2% indirect cost allocation.

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

Yes, this program will discontinue without grant funding. We will seek additional funding from other sources.

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

The Travis County Veterans Intervention Project Jail Survey report published in July 2009 indicates that about 150 veterans are incarcerated in the Travis County Jail at any one time. About one-third of these veterans were arrested more than once during the 90 day survey period. It is anticipated that an increasing number of veterans will be returning from deployment to central Texas. It is hoped that with the collaboration of the local veteran's service delivery system and our Courts, this group of veterans can address their treatment needs and decrease the likelihood of their return to our jail.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This court docket will be an additional docket scheduled in County Court at Law #4 bi-weekly. Although there are specialty dockets for defendants with mental health or substance abuse issues, the unique treatment needs of this target population has not been previously addressed.

**Travis County Resolution  
FY13 Veterans Court Grant**

**WHEREAS**, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the Veteran's Court be operated during FY13; and

**WHEREAS**, The Travis County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS**, Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Travis County Commissioners Court approves submission of the grant application for the Veteran's Court to the Office of the Governor, Criminal Justice Division.

Signed by: \_\_\_\_\_  
County Judge Samuel T. Biscoe

Passed and Approved this \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year)

Grant Application Number: 2339704

**Print This Page**

**Agency Name:** Travis County  
**Grant/App:** 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

**Project Title:** Veteran's Court  
**Status:** Application Pending Submission

**Profile Information**

**Applicant Agency Name:** Travis County  
**Project Title:** Veteran's Court  
**Division or Unit to Administer the Project:** Criminal Courts  
**Address Line 1:** 509 W. 11th Street, Room 2.700  
**Address Line 2:**  
**City/State/Zip:** Austin Texas 78701-1748  
**Start Date:** 9/1/2012  
**End Date:** 8/31/2013

**Regional Council of Governments(COG) within the Project's Impact Area:** Capital Area Council of Governments  
**Headquarter County:** Travis  
**Counties within Project's Impact Area:** Travis

**Grant Officials:**

**Authorized Official**

**User Name:** Samuel Biscoe  
**Email:** sam.biscoe@co.travis.tx.us  
**Address 1:** Post Office Box 1748  
**Address 1:**  
**City:** Austin, Texas 78767  
**Phone:** 512-854-9555 Other Phone:  
**Fax:** 512-854-9535  
**Title:** The Honorable  
**Salutation:** Judge

**Project Director**

**User Name:** Debra Hale  
**Email:** debra.hale@co.travis.tx.us  
**Address 1:** 509 W. 11th Street, Room 2.700  
**Address 1:**  
**City:** Austin, Texas 78701  
**Phone:** 512-854-9432 Other Phone: 512-854-9244  
**Fax:** 512-854-4464  
**Title:** Ms.  
**Salutation:** Ms.

**Financial Official**

**User Name:** Susan Spataro  
**Email:** susan.spataro@co.travis.tx.us  
**Address 1:** P.O. Box 1748  
**Address 1:**  
**City:** Austin, Texas 78767  
**Phone:** 512-854-9125 Other Phone:  
**Fax:** 512-854-6640  
**Title:** Ms.  
**Salutation:** Ms.

**Grant Writer**

**User Name:** Debra Hale  
**Email:** debra.hale@co.travis.tx.us  
**Address 1:** 509 W. 11th Street, Room 2.700  
**Address 1:**  
**City:** Austin, Texas 78701  
**Phone:** 512-854-9432 Other Phone: 512-854-9244  
**Fax:** 512-854-4464

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eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

**Title:** Ms.

**Salutation:** Ms.

You are logged in as **User Name:** debrahale

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**Print This Page**

**Agency Name:** Travis County  
**Grant/App:** 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

**Project Title:** Veteran's Court  
**Status:** Application Pending Submission

**Narrative Information**

**Primary Mission and Purpose**

The Drug Court Program supports projects that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code.

**Funding Levels**

The anticipated funding levels for the Drug Court program are as follows:

- Minimum Award - \$10,000
- Maximum Award - None
- Match Required - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

*Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

*\* The requirements for this fund source are subject to change pursuant to actions of the Texas Legislature.*

**Preferences** - Preference will be given to:

1. mandated drug courts under Texas Health and Safety Code, §469.006; and
2. non-mandated drug courts operating in counties with a population of less than 200,000.

**Ten Essential Characteristics**

Drug Court programs, as defined in Chapter 469 of the Texas Health and Safety Code, that provide court-supervised substance abuse treatment as an alternative to traditional sanctions, must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding:

Integration of Services - The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

The Travis County Veterans Court (TCVC) has established working relationships with the Veterans Administration, as well as local community treatment providers to ensure that every veteran participant with a diagnosed substance abuse problem receives the appropriate treatment needed. Each participant receives an assessment through the VA. In cases where substance abuse or dependence is identified, the veteran is referred to the VA's Substance Abuse Treatment Program (SATP). In cases where the veteran is unable to attend the SATP Program, he or she is referred to a community agency offering intensive outpatient treatment, as well as continuing care. Veterans in recovery are also encouraged to attend support group meetings, such as Peer2Peer groups, in order to support their sobriety.

Non-Adversarial Approach - The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

The Travis County Veterans Court follows the nationally recognized Drug Court model, utilizing a team approach to provide positive support, enhance motivation and reward progress. The Veterans Court team, which includes the Judge, members of the County Attorney's Office, defense counsel, VA staff, the Veterans Court Administrator and Caseworker, attended training sponsored by the National Association of Drug Court Professionals (NADCP) in Tulsa, Oklahoma in October, 2011. This training focused on the practices of effective Veterans Courts. Included in this training was an opportunity to observe a court staffing session and the Tulsa Veterans Court hearing. The Travis County Veterans Court team also meets prior to each court session to staff, discuss and agree upon an approach with each veteran in the program. Every effort is made to utilize rewards for compliance and to recognize even the smallest steps toward change. All team members are aware of the stages of change model, as well as the research that shows that the use of rewards is more effective than the use of sanctions. It is the goal of the TCVC team to develop a positive, trusting and supportive relationship with each participant.

Prompt Placement - Early identification and prompt placement of eligible participants in the program.

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## eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

In recognition of research which shows that reducing the length of time an individual who commits a crime gets into treatment decreases recidivism, the TCVC attempts to place qualified veterans into the program as quickly as possible. A system has been developed to notify the program manager and caseworker of all veterans who have been booked into the Travis County jail within 24 hours of booking. The manager and caseworker can then make contact with each individual to do an initial screening to determine possible eligibility. Potential participants are encouraged to apply as soon as possible, after discussion with their attorney. Both the veteran and attorney are provided information about the TCVC and given an application after the first contact. Once an application is received, the application is forwarded to the County Attorney's Office for review. The County Attorneys staff cases weekly for consideration. Once an applicant is determined to be eligible and appropriate, they are scheduled for the next TCVC hearing. Approved applicants usually are placed on the next court docket within 7-14 days.

Access – Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services. As stated above, each veteran in need of substance abuse treatment is referred to either the VA's residential or SATP, depending on need, or to an Intensive Outpatient treatment program offered by one of two community treatment providers with whom the Court has a contractual working relationship. All veterans in need of job training or placement, housing, education, medical, or any other rehabilitative services are referred to the VA, Texas Workforce Commission Veterans Leadership Program or other community resources offering support in areas needed. Veterans are regularly reassessed to determine changing needs. Furthermore, the TCVC refers some vets to the Hope for Heroes program for individual and family counseling, as well as some alternative practices such as acupuncture and biofeedback.

Abstinence Monitoring – Monitoring of abstinence through weekly alcohol and other drug testing.

Monitoring of abstinence through weekly alcohol and other drug testing. Veterans who have been assessed as abusing drugs may be tested for use by random, regular urinalysis or by eye scan equipment. Alcohol abusers may be placed on the SCRAM ankle monitor, In-Hom device or the Ignition Interlock device. Some are required to have more than one of these monitoring devices. Abstinence is reinforced in court and is required for each veteran to move to the next phase of the program.

Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.

The caseworker coordinates the monitoring of participant compliance by communicating daily with the VA's Veterans Justice Outreach Specialist. The caseworker is able to access information regarding each participant's compliance with treatment requirements often within hours of scheduled attendance. The caseworker also communicates with the primary counselors of those veterans who are accessing treatment through other community agencies. In cases in which the veteran is in violation of program conditions, the caseworker or administrator will email other members of the Veterans Court team to inform them of the issue. A progress report is written by the caseworker prior to each court hearing and cases are staffed prior to court so that each person on the team is fully aware of compliance and noncompliance by each TCVC participant.

Judicial Interaction – Ongoing judicial interaction with program participants.

Participants in the TCVC are required to appear in court to meet with the judge every other week while in phase one. The judge establishes a rapport with each participant by utilizing information about each veteran's history in the military and other personal information. He establishes a direct connection with each participant by asking them to share their military background and by thanking them for their service. He also utilizes his own military experience to further develop rapport with each participant. The judge discusses the vets' compliance in treatment and with other court requirements during each session and provides frequent praise and reinforcement, as well as admonishment and possible sanctions, when appropriate.

Evaluation – Monitoring and evaluation of program goals and effectiveness.

The TCVC will establish a protocol for evaluating program effectiveness, including completion of outcome studies. The Veterans Court is committed to utilizing evidence-based practices in order to maximize its effectiveness in reducing recidivism and facilitating prosocial change among participants.

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

All members of the TCVC team attend training that is relevant to the goals and mission of the program. As stated above, each of the 10 members of the Veterans Court team attended a week-long training sponsored by NADCP in Tulsa OK in Oct, 2011. In addition to discussing the 10 key components of effective Veterans Courts, the team was able to observe the Tulsa Veterans Court staffing and court proceedings. Team members also attend training on PTSD, Traumatic Brain Injuries (TBI) and other mental health and substance abuse training sponsored by the VA, the County Attorney's Office, local mental health organizations, etc.

Partnerships – Development of partnerships with public agencies and community organizations.

The TCVC has been successful at establishing partnerships with numerous agencies and community organizations which support veterans in our community. The program manager and caseworker are members of the Veterans Intervention Project (VIP) and the Austin Veterans and Family Advocacy Council (AVFAC). They attend meetings with the staff at the Veterans Administration Mental Health Office, work with the Texas Veterans Commission's employment specialists, the Batterers Intervention and Prevention Program, the Hope for Heroes project and other local organizations in order to network and leverage services for veterans in the program.

## Drug Court Program Requirements

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# eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

## General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** that best fit this drug court.

Select all that apply:

- Pre-adjudication
- Post-adjudication
- Reentry
- Civil
- N/A

**Observation** - The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

**Policies and Procedures** - The drug court will develop and maintain written policies and procedures for the operation of the program.

**Information Sharing** - The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

**Jurisdiction** - Provide the name of the court administering the Drug Court program (e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Travis County Court at Law #4.

**Drug Court Date** - If the Court has commenced operations, provide the date that the Court was established.

Enter the date [mm/dd/yyyy]:

11/10/2010

## Drug Court Type

- Adult - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- Family - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Juvenile - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).
- Veterans - Programs serving veterans or current members of the United States armed forces, including members of the Reserves, National Guard or State Guard.

Select the type of drug court that will be operated:

- Adult
- Veterans
- Family
- Juvenile
- N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

- Yes
- No
- N/A

**Presiding Judge** - The presiding judge of a drug court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over drug court, or a retired judge available as a sitting judge.

Enter the name, phone number, and email address of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a judge is appointed.

The Honorable Michael Denton. 512-854-4717. michael.denton@co.travis.tx.us

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## eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

Enter the name, phone number and email address of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a coordinator is appointed.

**Note:** *The Drug Court Coordinator usually monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, prepares and oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court.*

Jackson Glass. 512-854-8382 jackson.glass@co.travis.tx.us

**Federal Funding** – Applicant agrees to apply for federal grant funding from the Bureau of Justice Assistance to support operations of the court. Applicant also agrees to notify CJD immediately of any additional state or federal grants or other funds that may become available to support operation of the court. At that time, CJD may deobligate a portion of the funds awarded under this solicitation.

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and how the funds were used or will be used if the federal grant period overlaps with the grant period for this solicitation.

Enter the federal funding description:

\$155,000 Grant Period: September 1, 2011 - August 31st, 2012; These funds are currently funding two Veterans Court staff members, Court Appointed attorney fees, office supplies, and outreach mileage.

### TDSHS - CMBHS Registration

Applicant assures that it is currently registered or will register with the Texas Department of State Health Services (TDSHS) – Clinical Management for Behavioral Health Services (CMBHS) database. Information about registration procedures can be accessed [here](#).

### Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Diane Blankenship, Human Resources Director

Enter the Address for the Civil Rights Liaison:

P.O.Box 1748 Austin, TX 78767-1748

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

512-854-9165

### Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Drug Court Program Solicitation.

I certify to all of the above eligibility requirements.

### Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

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## eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

On any given day, veterans account for one of every hundred individuals in U.S. Jails and Prisons (Noonan and Mumola, 2007). Although veterans are not over represented in the justice system as compared to their proportion in the U.S. general adult population, the unmet mental health and substance abuse treatment needs of justice-involved veterans is a growing concern. Research literature suggests a connection between high levels of combat exposure, PTSD, and involvement in the criminal justice system (Calhoun, Malesky, Bosworth, and Beckham, 2004). Additionally, many veterans return home to lost jobs, terminated leases, severed relationships, and other hardships. With an increasing number of veterans anticipated to be returning to our area, Travis County would like to continue to provide the structure of the Veterans Court to address the treatment needs of these individuals.

### Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

The Travis County Veteran's Intervention Project Jail Survey Report published in July, 2009 indicates that about 150 veterans are incarcerated in the Travis County Jail at any one time. About one-third of these veterans was arrested more than once during the 90 day survey period. 73% of the cases during this period were misdemeanor offenses. Of this group, 65% of the arrested veterans were not linked to VA services. A follow-up survey, completed in November, 2011, further supports the need to address our arrested veterans, many of whom are not utilizing VA services.

### Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

Travis County facilitates the community planning process that is required by the Texas Administrative Code as a prerequisite for applying for funding through the Governor's Office, CJD.

### Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

It is the goal of the Travis County Veteran's Court to link non-violent misdemeanor defendants to VA services, monitor their treatment compliance, and divert them from further criminal sanctions. Through the cooperation and collaboration of Travis County Courts with partners such as the Department of Veteran's Affairs Health Care Services System and veteran services providers, the court hopes to promote sobriety and enhance mental health for program participants.

### Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

Not applicable

### Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

The Travis County Veterans Court held its first court hearing on November 10, 2010. By the end of August 2011, the court met its goal of accepting 25 veterans into the program during the first year. The Veterans Court has grown to include 33 active participants as of January 19, 2012 and expects to exceed its goal of serving 40 veterans during the current year.

### Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

The Travis County Veteran's Court helps honorably discharged veterans arrested for misdemeanor non-violent offenses by providing attention, structure and supportive services needed to reduce their risk for recidivating and to improve their reintegration to post-deployment life. In lieu of a final conviction, participants are allowed to complete a court supervised treatment program. Participants in the court are referred to Veterans Administration treatment services addressing Post Traumatic Stress Disorder, Traumatic Brain Injury, or mental health disorders. Each participant is assessed by a VA psychiatrist. This assessment is utilized by the Veterans Court caseworker to develop an individualized

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eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

treatment plan, known as a Strategic Action Plan (SAP) in collaboration with the veterans. Regular judicial contact supports the participant's motivation for change and continued involvement in treatment efforts. Participants are also offered the opportunity to be linked with other veterans serving as peer mentors, who can assist with issues of re-adjusting to civilian life and navigating through the VA treatment/benefit system. Each veteran will participate in treatment at the VA to address any mental health issues, such as PTSD, TBI or other psychological and emotional problems. If a veteran has a co-occurring substance abuse problem, they will also participate in a VA substance abuse treatment program. In situations in which a veteran cannot access substance abuse treatment at the VA due to scheduling conflicts, he/she is referred to a community treatment provider to address substance abuse issues. Participants who are suspected of abusing drugs and/or alcohol may be ordered to participate in urinalysis screening and/or alcohol monitoring using the Scram or In-Hom device. Some participants may also be required to have an ignition interlock device installed on their vehicle. Additionally, participants are encouraged to attend weekly support groups, such as Peer2Peer groups, abstinence support meetings, and other individual or group counseling as deemed appropriate. The Travis County Veterans Court operates collaboratively with the VA and many community organizations. It incorporates the 10 key components of effective Veterans Courts, utilizes principles of evidence-based practices, and provides frequent judicial contact to help veterans obtain access services to reduce their risk of re-offending. The Court plans to serve at least 40 veterans during FY12.

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**Print This Page**

**Agency Name:** Travis County  
**Grant/App:** 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

**Project Title:** Veteran's Court  
**Status:** Application Pending Submission

**Measures Information**

**Progress Reporting Requirements**

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of new enrollments in the program.	15	40
Number of participants in the program. ("Participants" should include the number in the program at the beginning of the reporting period plus the number of enrollments - example: total number served.)	33	40
Number of people assessed for eligibility to participate in the program.	21	50

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
-----------------------	--------------	--------------

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of participants employed or enrolled in school at time of drug court graduation (part time or full time).	1	9
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program.	0	0
Number of participants that successfully complete the program.	1	11

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------

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**Print This Page**

**Agency Name:** Travis County  
**Grant/App:** 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

**Project Title:** Veteran's Court  
**Status:** Application Pending Submission

**Budget Summary Information**

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$59,070.00	\$0.00	\$0.00	\$0.00	\$59,070.00
Indirect Costs	\$4,442.00	\$0.00	\$0.00	\$0.00	\$4,442.00
Personnel	\$155,604.00	\$0.00	\$0.00	\$0.00	\$155,604.00
Supplies and Direct Operating Expenses	\$1,900.00	\$0.00	\$0.00	\$0.00	\$1,900.00
Travel and Training	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$226,516.00	\$0.00	\$0.00	\$0.00	\$226,516.00

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**Agency Name:** Travis County  
**Grant/App:** 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

**Project Title:** Veteran's Court  
**Status:** Application Pending Submission

**Budget Details Information**  
**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	2% allowable by CJD	\$4,442.00	\$0.00	\$0.00	\$0.00	\$4,442.00	0
Contractual and Professional Services	Attorney	Court-Appointed Attorney Fees: Defense Attorney to represent participants in court sessions/staffings. 20 hours per month for 12 months X \$40.00 an hour.	\$9,600.00	\$0.00	\$0.00	\$0.00	\$9,600.00	0
Personnel	Counselor and/or Therapist (licensed)	Veterans Court Program Manager	\$92,186.00	\$0.00	\$0.00	\$0.00	\$92,186.00	100
Personnel	Counselor and/or Therapist (licensed)	Veterans Court Casework Manager	\$63,418.00	\$0.00	\$0.00	\$0.00	\$63,418.00	100
Contractual and Professional Services	Drug Analysis or Employee Drug Testing Services	Secure Remote Alcohol Monitoring (SCRAM) services for 7 participants at \$270 per month per person.	\$22,680.00	\$0.00	\$0.00	\$0.00	\$22,680.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage to meet with various Veterans agencies in Central Texas.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	General office supplies for Program Manager and Counselor	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Training expenses to attend National Association of Drug Court Professionals.	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Urinalysis test cups - 250 cups x \$5.60 per cup.	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Intensive outpatient and aftercare treatment for 15 participants at \$1,786 per person.	\$26,790.00	\$0.00	\$0.00	\$0.00	\$26,790.00	0

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[Print This Page](#)

**Agency Name:** Travis County  
**Grant/App:** 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

**Project Title:** Veteran's Court  
**Status:** Application Pending Submission

### Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

### Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

### Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes  
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Manager monitors contract compliance with the vendors used for professional services. This includes conducting site visits and having regular contact with the vendors to monitor client services and progress.

### Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

**Note:** Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

- Yes  
 No  
 N/A

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## eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes  
 No  
 N/A

### Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2012

Enter the End Date [mm/dd/yyyy]:

9/30/2013

### Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

18974629

Enter the amount (\$) of State Grant Funds:

4791145

### Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

- Yes  
 No

**Note:** Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an Independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2010

### Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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## eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

**Type II Entity:** Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

**Requirements for a Type II Entity:** Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

**Type III Entity:** Defined as an applicant that is NOT a Type I or Type II Entity. **Requirements for a Type III Entity:** Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

### Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

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Veteran's Court Grant - CJD  
FY'13

Budget Category	Budget Item Description	Amount
Personnel	Program Manager/Court Coordinator: This position is responsible for the development of court program guidelines and processes. Additional duties include: Coordinating the identification and screening of possible participants; Serving as liaison between VA provider and community organizations; Developing and monitoring the court mentoring program; Coordinating the collection of program data.	\$92,186
	Casework Manager: This position will monitor the progress of participants in the program; structures VA treatment options for participants; attends staffing and court hearings, documents participant activities; coordinates court appearances and other services for participants; works under the supervision of the Program Manager	\$63,418
	<b>Subtotal Personnel</b>	<b>\$155,604</b>
Contractual and Professional Services	Intensive outpatient and aftercare treatment for 15 participants at \$1,786 per person.	\$26,790
	Court-Appointed Attorney Fees: Defense Attorney to represent participants in court sessions/staffings. 20 hours per month for 12 months X \$40.00 an hour.	\$9,600
	Secure Remote Alcohol Monitoring (SCRAM) services for 7 participants at \$270 per month per person.	\$22,680
	<b>Subtotal Contracted Services</b>	<b>\$59,070</b>
Supplies & Operating Expenses	General office supplies for Program Manager and Counselor	\$500
	Urinalysis test cups - 250 cups x \$5.60 per cup.	\$1,400
	<b>Subtotal Supplies &amp; Operating Expenses</b>	<b>\$1,900</b>
Travel and Training	Training expenses to attend National Association of Drug Court Professionals.	\$5,000
	Mileage to meet with various Veterans agencies in Central Texas.	\$500
	<b>Subtotal Travel and Training</b>	<b>\$5,500</b>
Indirect Costs	<b>2% allowable by CJD</b>	<b>\$4,442</b>
70	<b>Total</b>	<b>\$226,516</b>

### GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	39/10 Travis County Adult Probation	
<b>Contact Person/Title:</b>	Lila Oshatz, Division Director Programs and Services	
<b>Phone Number:</b>	512-854-7602	

<b>Grant Title:</b>	Travis County Adult Probation DWI Court		
<b>Grant Period:</b>	From:	9/30/2012	To: 9/29/2013
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Department of Health and Human Services: Substance Abuse and Mental Health Services Administration (SAMHSA)		
<b>Will County provide grants funds to a subrecipient?</b>		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
<b>Are the grant funds pass-through another agency? If yes list originating agency below</b>		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	184,091	0	0	0	\$184,091
Operating:	18,294	0	0	0	\$18,294
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	4,130	0	0	0	\$4,130
<b>Total:</b>	<b>\$206,515</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$206,515</b>
FTEs:	3.05	0.00	0.00	0.00	3.05

<b>Permission to Continue Information</b>					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MG	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Maintain a DWI Court completion rate of 70% or higher *Due to program start date and length (1 yr min.) first participants will not graduate until Jan. 31, 2012	70%	NA*				70%
<b>Measures For Grant</b>						
Number of new enrollments	50	6				50
Outcome Impact Description	SAMHSA grant funding will double the number of program participants served beyond the original grant funding from the Governor's Office.					
Number of successful completions	25	NA*				35
Outcome Impact Description	FY 12 completion rates are zero to date as it takes participants a minimum of 12 months to complete the treatment program. The program enrolled its first participants during FY 2011, therefore the first group of participants will graduate on January 31, 2012.					
Outcome Impact Description						

**PBO Recommendation:**

PBO recommends approval of this application. There is no grant match nor continuing obligations for the County. Please note that Dr. Nagy is the authorized official on this application.

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

The mission of the Travis County Adult Probation DWI Court is to enhance public safety by providing an intensive, judicially supervised program of team-based counseling, treatment, and supervision for alcohol/substance dependent DWI offenders. This mission is accomplished through collaborative partnerships among the DWI Court, public agencies, and community-based organizations. The DWI Court is a pro-active approach which entails the early identification of repeat DWI offenders and providing to them the support and services needed to eliminate their repetitive involvement with the criminal justice system.

Specific program goals:

1. Participants will receive timely substance abuse treatment to address identified substance abuse needs and other criminogenic need areas.
2. Participants will receive timely judicial oversight to support and confront behavioral change through a well-defined strategy of sanctions and incentives.
3. Participants will receive timely drug/alcohol testing to insure abstinence.

4. Participants will receive case management services and will have their conditions monitored by the probation officer.

Funding from SAMHSA is expansion funding which allows the DWI Court to serve more participants.

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

SAMHSA funding is for three years, 9/30/2010 to 9/29/2013. Each year of the grant, the Department is required to submit a noncompetitive continuation application. The Department will continue to apply for grant funding to support DWI Court program needs for future fiscal years.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No match requirement

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

Yes

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

No. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the DWI Court through a combination of funding sources.

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

This is a noncompetitive continuation application for FY 2013.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The DWI Court represents another sentencing option for the judiciary, specifically the establishment of an additional "best practice" problem solving court to impact recidivism and provide continued reduction in community corrections costs. The DWI Court is consistent with the Department's Travis Community Impact Supervision (TCIS) initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of the offender through a structured system of sanctions and incentives.

**SAMHSA Continuation Application**

**Grant # 5H79TI023060**

1. Application for Federal Assistance (Face Page) SF-424
2. SF-424A
3. Attestation Letter
4. Checklist
5. Project/Performance Site Location(s) Form
6. Disclosure of Lobbying Activities- Not applicable
7. Key Staff Changes- Not applicable
8. Project/Program Narrative
9. Designation of Central Email Address for SAMHSA Notice of Award

<b>Application for Federal Assistance SF-424</b>		
<b>*1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>*2. Type of Application:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>*If Revision, select appropriate letter(s):</b> <input type="text"/> <b>*Other (Specify)</b> <input type="text"/>
<b>*3. Date Received:</b> <input type="text"/>	<b>4. Applicant Identifier:</b> <input type="text"/>	
<b>5a. Federal Entity Identifier</b> <input type="text"/>	<b>*5b. Federal Award Identifier:</b> 5H79TI023060	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>	
<b>8. APPLICANT INFORMATION</b>		
<b>*a. Legal Name:</b> <input type="text" value="Travis County Adult Probation"/>		
<b>*b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="45-0588607"/>	<b>*c. Organization DUNS:</b> <input type="text" value="008498300"/>	
<b>d. Address</b>		
*Street1:	<input type="text" value="411 W. 13th Street"/>	
Street2:	<input type="text" value="Suite 600"/>	
*City:	<input type="text" value="Austin"/>	
County/Parish:	<input type="text"/>	
*State:	<input type="text" value="Texas"/>	
Province:	<input type="text"/>	
*Country:	<input type="text" value="USA"/>	
*Zip/Postal Code:	<input type="text" value="78701"/>	
<b>e. Organizational Unit</b>		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: <input type="text"/>	*First Name: <input type="text" value="Lila"/>	
Middle Name: <input type="text"/>		
*Last Name: <input type="text" value="Oshatz"/>		
Suffix: <input type="text"/>		
Title: <input type="text"/>		
Organizational Affiliation: <input type="text"/>		
*Telephone Number: <input type="text" value="512-854-7602"/>	Fax Number: <input type="text"/>	
*Email: <input type="text" value="Lila.Oshatz@co.travis.tx.us"/>		



**Application for Federal Assistance SF-424**

**9. Type of Applicant 1: Select Applicant Type:**

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify)**

**10. Name of Federal Agency:**

**11. Catalog of Federal Domestic Assistance Number**

**CFDA Title:**

**\*12. Funding Opportunity Number:**

**\*Title:**

**13. Competition Identification Number:**

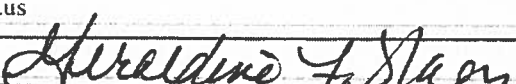
**Title:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Grant # 5H79T1023060

Application for Federal Assistance SF-424	
<b>16. Congressional Districts Of:</b>	
*a. Applicant TX-021	b. Program/Project TX-021
Attach an additional list of Program/Project Congressional Districts if needed: 424 A Additional Program District	
<b>17. Proposed Project:</b>	
*a. Start Date: 9/30/2010	b. End Date: 9/29/2013
<b>18. Estimated Funding(\$):</b>	
*a. Federal	206,515 (year 3 of 3)
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	9,405 (not included in total)
*g. TOTAL	206,515
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>*20. Is the Applicant Delinquent on Any Federal Debt? (If "Yes", provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach.	
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)</b>	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>a. Authorized Representative</b>	
Prefix: Dr.	*First Name: Geraldine
Middle Name:	
Last Name: Nagy	
Suffix:	
*Title: Director	
*Telephone Number: 512-854-7694	Fax Number:
*Email: Geraldine.Nagy@co.travis.tx.us	
*Signature of Authorized Representative: 	Date Signed: 1/25/2012

**Additional Program/Project Congressional District**

TX-010

**BUDGET INFORMATION - Non- Construction Programs**

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Travis County Adult Probation DWI Court	93.243	\$	\$	\$ 206,515	\$	\$ 206,515
2.		\$	\$	\$	\$	\$ 0.00
3.		\$	\$	\$	\$	\$ 0.00
4.		\$	\$	\$	\$	\$ 0.00
5. TOTALS		\$ 0.00	\$ 0.00	\$ 206,515	\$ 0.00	\$ 206,515
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1) Travis County Adult Probation DWI Court Year 3	(2)	(3)	(4)		
a. Personnel	\$ 137,463	\$	\$	\$	\$	\$ 137,463
b. Fringe Benefits	\$ 46,628	\$	\$	\$	\$	\$ 46,628
c. Travel	\$ 14,188	\$	\$	\$	\$	\$ 14,188
d. Equipment	\$	\$	\$	\$	\$	\$
e. Supplies	\$ 200	\$	\$	\$	\$	\$ 200
f. Contractual	\$ 3,906	\$	\$	\$	\$	\$ 3,906
g. Construction	\$	\$	\$	\$	\$	\$
h. Other	\$	\$	\$	\$	\$	\$
i. Total Direct Charges (sum of 6a -6h)	\$ 202,385	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 202,385
j. Indirect Charges	\$ 4,130	\$	\$	\$	\$	\$ 4,130
k. TOTALS (sum of 6i and 6j)	\$ 206,515	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 206,515
7. Program Income (see remarks)		\$ 9,405	\$	\$	\$	\$ 9,405

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**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$ 0.00
9.	\$	\$	\$	\$ 0.00
10.	\$	\$	\$	\$ 0.00
11.	\$	\$	\$	\$ 0.00
12. TOTALS (sum of lines 8 and 11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 0.00	\$	\$	\$	\$
14. Non- Federal	\$ 0.00	\$	\$	\$	\$
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.	\$	\$	\$	\$
18.	\$	\$	\$	\$
19.	\$	\$	\$	\$
20. TOTALS (sum of lines 16 -19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges:	22. Indirect Charges: Per the Regional HHS Cost Allocation office in Dallas, indirect rates are not negotiated for local/county governments. Travis County's indirect rate for Travis County Adult Probation exceeds the 2% allowable rate referenced in the SAMHSA grant instructions for grant oversight for local/county/or tribal governments. Therefore, we will only include the allowable 2% as the indirect rate for oversight of the SAMHSA grant.
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23. Remarks: Projected program income only reflects a portion of the total fees accessed. Participants have a two year probation term for DWI Court. As a result, all accessed fees are not paid during the first year of program participation (fiscal year). Program income is to be applied towards in-kind positions dedicated to the SAMHSA grant. The amount of program income collected is only sufficient to support a portion of the in-kind positions.

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# ADULT PROBATION DEPARTMENT

*of Travis County*

**Central Unit**  
411 W. 13<sup>th</sup> Street,  
Suite 400  
Austin, TX 78701  
512-854-4600  
512-854-4606 Fax

**North Unit**  
10409 Burnet Rd  
Austin, TX 78758  
512-854-9775  
512-854-4533 Fax

**Mental Health Unit**  
4920 IH 35 North  
Suite 110  
Austin, TX 78751  
512-854-1800  
512-854-5285 Fax

**South Unit**  
4011 McKinney Falls Pkwy  
Suite 1300  
Austin, TX 78744  
512-854-CSCD (2723)  
512-854-4612 Fax

**SMART**  
3404 S FM 973  
Del Valle, TX  
78617  
512-854-3150  
512-247-5567 Fax



Mailing Address: PO Box 2245 Austin, Texas 78768-2245

[www.co.travis.tx.us/AdultProbation](http://www.co.travis.tx.us/AdultProbation)

Voice Response System: 512-495-6563 or 1-800-451-3887

Dr. Geraldine Nagy, Director  
Rosie Ramón-Durán, Assistant Director

January 25, 2012

RE: Grant # 5H79TI023060

Department of Health and Human Services  
Substance Abuse and  
Mental Health Services Administration  
Division of Grants Management  
1 Choke Cherry Road, Room 7-1091  
Rockville, MD 20857

Dear Grants Management Officer:

Please allow this letter to serve as an attestation that the detailed budget and narrative justification for the current budget period will not change more than 25% in the total budget planned for next year.

Sincerely,

A handwritten signature in cursive script that reads "Geraldine F. Nagy".

Dr. Geraldine Nagy  
Director

CHECKLIST

Grant # 5H79TI023060

Expiration Date: 08/31/2010

Public Burden Statement: Public reporting burden of this collection of information is estimated to average 4 - 50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for

reducing this burden to HHS Reports Clearance Officer, 200 Independence Ave., SW, Humphrey Bldg., Room 531H, Washington, DC, 20201, ATTN: PRA (0990-0317). Do not send the completed form to this address.

NOTE TO APPLICANT: This form must be completed and submitted with the original of your application. Be sure to complete each page of this form. Check the appropriate boxes and provide the information requested. This form should be attached as the last pages of the signed original of the application.

Type of Application:  New  Noncompeting Continuation  Competing Continuation  Supplemental

PART A: The following checklist is provided to assure that proper signatures, assurances, and certifications have been submitted.

- 1. Proper Signature and Date on the SF 424 (FACE PAGE) .....  Included NOT Applicable
2. If your organization currently has on file with HHS the following assurances, please identify which have been filed by indicating the date of such filing on the line provided. (All four have been consolidated into a single form, HHS 690)
- Civil Rights Assurance (45 CFR 80) ..... 3/10/2010
- Assurance Concerning the Handicapped (45 CFR 84) ..... 3/10/2010
- Assurance Concerning Sex Discrimination (45 CFR 86) ..... 3/10/2010
- Assurance Concerning Age Discrimination (45 CFR 90 and 45 CFR 91) ..... 3/10/2010
3. Human Subjects Certification, when applicable (45 CFR 46) .....

PART B: This part is provided to assure that pertinent information has been addressed and included in the application.

- 1. Has a Public Health System Impact Statement for the proposed program/project been completed and distributed as required? .....  YES  NOT Applicable
2. Has the appropriate box been checked on the SF-424 (FACE PAGE) regarding intergovernmental review under E.O. 12372 ? (45 CFR Part 100) ..... 
3. Has the entire proposed project period been identified on the SF-424 (FACE PAGE)? ..... 
4. Have biographical sketch(es) with job description(s) been provided, when required? ..... 
5. Has the "Budget Information" page, SF-424A (Non-Construction Programs) or SF-424C (Construction Programs), been completed and included? ..... 
6. Has the 12 month narrative budget justification been provided? ..... 
7. Has the budget for the entire proposed project period with sufficient detail been provided? ..... 
8. For a Supplemental application, does the narrative budget justification address only the additional funds requested? 
9. For Competing Continuation and Supplemental applications, has a progress report been included? ....

PART C: In the spaces provided below, please provide the requested information.

Business Official to be notified if an award is to be made.

Form for Business Official: Prefix: Dr, First Name: Geraldine, Middle Name: [blank], Last Name: Naov, Title: Director, Organization: Travis County Adult Probation, Street1: 411 W 13th Street Suite 600, City: Austin, State: TX, ZIP/Postal Code: 78701, Email Address: Geraldine.Naov@co.travis.tx.us, Telephone Number: 512-854-7694, Fax Number: 512-854-4600

Program Director/Project Director/Principal Investigator designated to direct the proposed project or program.

Form for Program Director: Prefix: [blank], First Name: Tila, Middle Name: [blank], Last Name: Oshatz, Title: Probation Division Director, Programs and Services, Organization: Travis County Adult Probation, Street1: 411 W 13th Street Suite 600, City: Austin, State: TX, ZIP/Postal Code: 78701, Email Address: Tila.Oshatz@co.travis.tx.us, Telephone Number: 512-854-7602, Fax Number: 512-854-4600

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**PART D: A private, nonprofit organization must include evidence of its nonprofit status with the application. Any of the following is acceptable evidence. Check the appropriate box or complete the "Previously Filed" section, whichever is applicable.**

- (a) A reference to the organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code.
- (b) A copy of a currently valid Internal Revenue Service Tax exemption certificate.
- (c) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- (d) A certified copy of the organization's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the organization.
- (e) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.

If an applicant has evidence of current nonprofit status on file with an agency of HHS, it will not be necessary to file similar papers again, but the place and date of filing must be indicated.

Previously Filed with: (Agency)

on (Date)

### INVENTIONS

If this is an application for continued support, include: (1) the report of inventions conceived or reduced to practice required by the terms and conditions of the grant; or (2) a list of inventions already reported, or (3) a negative certification.

### EXECUTIVE ORDER 12372

Effective September 30, 1983, Executive Order 12372 (Intergovernmental Review of Federal Programs) directed OMB to abolish OMB Circular A-95 and establish a new process for consulting with State and local elected officials on proposed Federal financial assistance. The Department of Health and Human Services implemented the Executive Order through regulations at 45 CFR Part 100 (Inter-governmental Review of Department of Health and Human Services Programs and Activities). The objectives of the Executive Order are to (1) increase State flexibility to design a consultation process and select the programs it wishes to review, (2) increase the ability of State and local elected officials to influence Federal decisions and (3) compel Federal officials to be responsive to State concerns, or explain the reasons.

The regulations at 45 CFR Part 100 were published in the *Federal Register* on June 24, 1983, along with a notice identifying the

Department's programs that are subject to the provisions of Executive Order 12372. Information regarding HHS programs subject to Executive Order 12372 is also available from the appropriate awarding office.

States participating in this program establish State Single Points of Contact (SPOCs) to coordinate and manage the review and comment on proposed Federal financial assistance. Applicants should contact the Governor's office for information regarding the SPOC, programs selected for review, and the consultation (review) process designed by their State.

Applicants are to certify on the face page of the SF-424 (attached) whether the request is for a program covered under Executive Order 12372 and, where appropriate, whether the State has been given an opportunity to comment.

**BY SIGNING THE FACE PAGE OF THIS APPLICATION, THE APPLICANT ORGANIZATION CERTIFIES THAT THE STATEMENTS IN THIS APPLICATION ARE TRUE, COMPLETE, AND ACCURATE TO THE BEST OF THE SIGNER'S KNOWLEDGE, AND THE ORGANIZATION ACCEPTS THE OBLIGATION TO COMPLY WITH U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES' TERMS AND CONDITIONS IF AN AWARD IS MADE AS A RESULT OF THE APPLICATION. THE SIGNER IS ALSO AWARE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT STATEMENTS OR CLAIMS MAY SUBJECT THE SIGNER TO CRIMINAL, CIVIL, OR ADMINISTRATIVE PENALTIES.**

**THE FOLLOWING ASSURANCES/CERTIFICATIONS ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE APPLICANT ORGANIZATION ON THE FACE PAGE OF THE APPLICATION:**

**Civil Rights – Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and all the requirements imposed by or pursuant to the HHS regulation (45 CFR part 80).**

**Handicapped Individuals – Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 84).**

**Sex Discrimination – Title IX of the Educational Amendments of 1972 (P.L. 92-318), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 86).**

**Age Discrimination – The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 91).**

**Debarment and Suspension – Title 2 CFR part 376.**

**Certification Regarding Drug-Free Workplace Requirements – Title 45 CFR part 82.**

**Certification Regarding Lobbying – Title 32, United States Code, Section 1352 and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 93).**

**Environmental Tobacco Smoke – Public Law 103-227.**

**Program Fraud Civil Remedies Act (PFCRA)**

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### Project/Performance Site Location(s)

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

#### Project/Performance Site Primary Location

Organization Name:	Travis County Adult Probation		
DUNS Number:	008498300		
* Street1:	411 W. 13th Street		
Street2:	Suite 600		
* City:	Austin	County:	Travis
* State:	Texas		
Province:			
* Country:	USA		
* ZIP / Postal Code:	78701-1838	* Project/Performance Site Congressional District:	TX-021

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

#### Project/Performance Site Location 1

Organization Name:	Travis County Adult Probation		
DUNS Number:	008498300		
* Street1:	10409 Burnet Rd		
Street2:			
* City:	Austin	County:	Travis
* State:	Texas		
Province:			
* Country:	USA		
* ZIP / Postal Code:	78758-4410	* Project/Performance Site Congressional District:	TX-010

See next page for instructions.

### Project/Performance Site Location(s)

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

#### Project/Performance Site Location 2

Organization Name:	Travis County Adult Probation		
DUNS Number:	008498300		
* Street1:	509 W. 11th Street-County Court at Law #7		
Street2:			
* City:	Austin	County:	Travis
* State:	Texas		
Province:			
* Country:	USA		
* ZIP / Postal Code:	78701-2103	* Project/Performance Site Congressional District:	TX-021

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

#### Project/Performance Site Location 3

Organization Name:			
DUNS Number:			
* Street1:			
Street2:			
* City:		County:	
* State:			
Province:			
* Country:			
* ZIP / Postal Code:		* Project/Performance Site Congressional District:	

See next page for instructions.

## **Project Narrative – Grant #5H79TI023060**

**Key Personnel-** Project Director: Lila Oshatz, LMSW-AP, M.Ed. (30%);  
Evaluator: Dr. Carsten Andresen (20%); Clinical Supervisor: Jeff Nelson, LCDC (50%)

**Overview of Service Delivery:** The target population for the Travis County Adult Probation DWI Court (hereinafter referred to as TCAP-DC) consists of males and females ages 18 and older with repeat DWI offenses. The use of Evidence Based Practices (EBP) is paramount for service delivery. Services are delivered at the Travis County Adult Probation Department's Counseling Center. The TCAP-DC at the Counseling Center provides 13 weeks of Intensive Outpatient group and individual sessions, and a total of 39 weeks of continuing care/aftercare (26 weeks of intensive and 13 weeks of supportive). A Relapse track is also available for participants who have difficulty maintaining sobriety. Relapse can be addressed through a specialized Intensive Outpatient curriculum at the Counseling Center or through a five month intensive residential treatment intervention at the Department's Substance Abuse Treatment Facility, SMART. The treatment approach currently used is the EBP New Freedom curriculum. Additionally, year two (FY2012) operations will include the expansion of the target population to include felony-reduced cases as legislation in 2011 for the TCAP-DC Judge to hear felony cases did not materialize.

### **FY 2013 will include the following modifications:**

1. At this time, the only modifications being considered are the feasibility of gender-specific groups which will be determined by placement patterns and the inclusion of trauma-informed care principles in service delivery. These modifications could impact length of treatment phases. A technical assistance request for on-site trauma-informed care training is currently pending. Otherwise, it is the intent of the TCAP-DC to maintain FY 12 service delivery protocols.

### **Program Goals and Objectives for FY 2013 (Year 3):**

The specific program goals of the TCAP-DC will not be modified and will remain as follows:

- 1) Provide participants with timely substance abuse treatment to address identified substance abuse needs and other criminogenic need areas.
- 2) Provide participants with timely judicial oversight to support and confront behavioral change through a well-defined strategy of sanctions and incentives.
- 3) Provide participants with timely drug/alcohol testing to insure abstinence.
- 4) Provide participants with case management services and monitor their conditions by the probation officer.

Since the SAMHSA request focuses on the treatment component, the continuation grant application focuses solely on the treatment-related program goals identified previously (goals one and three). These goals are in alignment with the SAMSHA "Recovery" definition as the TCAP-DC supports the "process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential".

Goal One: For year three, the project will serve approximately 100 clients. This is a combination of 50 residual clients from year two and **50 new unduplicated clients entering in year 3**. The first objective for program goal one is to have approximately 65 clients receive primary treatment in the TCAP-DC during year 3. This is a combination of the 50 new clients entering in

year 3 and 15 clients who began primary treatment in year 2 but have not yet completed. The second objective for program goal one is to have approximately 80 clients in the continuing care phase (intensive and supportive) of the substance abuse treatment program. This is a combination of the 30 of the new clients entering continuing care in year 3 and 50 clients who began continuing care treatment in year 2 but have not yet completed. There will be residual clients at the beginning of each fiscal year, as clients may not complete each treatment phase in the same fiscal year that they began treatment as an open treatment group service delivery model is used rather than a closed treatment group model. The 12 month step down treatment intervention model will continue to be used. Achievement of program goal one, provision of substance abuse treatment will provide clients with the necessary tools or catalyst to manage their substance dependence and related criminogenic behaviors. Public safety will be enhanced if clients are able to successfully complete treatment/aftercare and maintain a wellness lifestyle which includes sobriety.

**Goal Three:** The objective for program goal three is to provide all Year 3 clients, new and residual, with regular random drug/alcohol testing or breathalyzer testing. This will be accomplished by following the Probation Department's Random Drug Testing protocol at the Department's drug testing lab(s) or will be administered by the Probation Officer. In addition, clients are required by state law to install an Ignition Interlock device on their vehicle at their own expense. SCRAM, a continuous alcohol monitoring device, is also utilized as a sanction, when needed, at the client's expense, if not indigent. Achievement of program goal three, provision of drug/alcohol testing, will monitor any drug/alcohol use among clients and guide the TCAP-DC team members in imposing sanctions to assist clients in responding to an initial relapse and preventing a full relapse.

#### **Projected Time Line in included on Page 5**

#### **Progress on Approved Objectives and Evaluation:**

**Number served:** Since the official start date of 9/30/10, TCAP-DC has screened and admitted 46 clients as of 12/31/11. The first client entered on 11/9/10. All data referenced below is during the period of 11/9/10-12/31/11. This represents 46 clients. During the Intensive Outpatient Treatment Phase of the program, clients participated in a total of 169 group sessions and 234 individual sessions. During the aftercare phase, clients participated in a total of 126 group sessions and 170 individual sessions. For the clients who participated in the Relapse Track, they received an additional 54 individual sessions and extended participation in IOP groups. As of 12/31/11, of the 46 participants in the 12 month program, there have been 5 discharges. Successful: 2 (4 more will graduate January 31, 2012); Unsuccessful: 3 [Jail sentence- 1; Medical- 1 (Cancer treatment); Administrative- 1 (Allowed to move out of state to attend law school, however, still on probation)]. The TCAP-DC anticipates being able to meet the target goal of serving 50 people during year three operations (9/30/12-9/29/13).

**Demographics of TCAP-DC population:** As of 12/31/11, there are 46 misdemeanor TCAP-DC probationers who are under supervision for a second DWI offense. At placement into TCAP-DC, 65% of clients (30) were between the ages of 18 – 30 years old, with the majority of that category being between 26-30 years old. At placement, 35% (16) were between the ages of 31 – 50 years old. The race-ethnicity of the group is diverse, reflecting 3 (7%) Asian, 28 (61%) Caucasian, 14 (30%) Hispanic, and 1 (2%) African-American. This is consistent with Texas

Department of Transportation Travis County DUI ethnicity data. There were 20 (43%) female and 26 (57%) male clients. The educational background of the clients suggests few educational deficits, with only 2 (4%) people entering the program without a high school diploma/GED. Of the participants, 16 (35%) possess a high school diploma/GED, 20 (44%) have some college, and 8 (17%) possess a college degree or higher. The majority of the group also has some degree of employment, with 30 (65%) participants employed full time, 8 (17%) employed part time, and 8 (17%) unemployed with one of the 8 falling into the retired/student/disabled category. The majority, 34 (74%), have medium or high risk scores. Finally, per the GPRA, 18 of the 46 clients were identified as having co-occurring disorders.

Abstinence and Treatment compliance: As of 12/31/11, 100% of participants were drug tested and 67% were in compliance with abstinence measures. There were 26 documented relapses among 15 participants (33%) with some participants relapsing more than once. TCAP-DC determined relapse in the following manner: Positive Urinalysis testing – 10, Court ordered Ignition Interlock Device – 8, SCRAM (Continuous Alcohol Monitoring ankle bracelet) – 1, Breathalyzer – 2 and self report – 5. Various types of sanctions were given to clients from 11/9/10 – 12/31/11 including: extra court appearances, increased number of Ignition Interlock Device breath tests, verbal reprimands, Community Service Restitution (CSR), essays, extra individual sessions, increased UA testing, increased participation in recovery support services, screening for residential treatment program, and jail time. The following provides a snapshot of the number of times several of these sanctions were ordered: Increased UA testing- 12; SCRAM (ankle bracelet providing continuous alcohol monitoring)- 28; CSR- 28; and Jail time- 7. The Judge used verbal praise as incentives with the participants. Special Medallions were provided to all graduates, early discharge from weekly docket settings, movie gift card (follow-up GPRA incentive), success gift bags and food treats.

**Key Program Accomplishments:**

1. None of the SAMSHA participants have re-offended with a subsequent DWI since entering the program, despite relapses.
2. Team participation and collaboration from integral county departments to support the TCAP-DC has been productive and consistent.
3. Client treatment engagement is consistent and the no-show rate of less than 1% for treatment sessions and is well-below the 10% no-show rate for other Intensive Outpatient programming at the Department's Counseling Center Intensive Outpatient Program.
4. Continued use of a procedural Agreement within the Department to facilitate client access to the Department's operated Residential treatment facility for chronic relapse TCAP-DC cases, when needed.
5. Adherence to all intake GPRA data entry timelines upon initial admission to the Program has been accomplished.
6. Data tracking was completed by the support staff position until October 31, 2011. Data tracking has now returned to counseling supervisor. The formalized data collection processes based on Research Manager's protocol is still followed.
7. Revision of Policy and Procedure Manual to expand sanctions/incentives options for TCAP-DC has been completed.
8. Participant Handbook has been developed to serve as a resource for all TCAP-DWI Court clients.

9. Development of the process to track/document initial referrals to TCAP-DC as well as how best to designate screening/referrals from program contacts into a data base has been accomplished via an agreement with the prosecutor's office.
10. Attendance at two SAMSHA sponsored trainings, Gender Specific Treatment – Females and Trauma-informed Care occurred. These were excellent trainings and will enable further staff development and responsive service delivery.

#### **Barriers to Program Accomplishments and Proposed Actions**

1. Slower than anticipated development of SAMSHA FY 2012 caseload has been the result of winter holidays which included fewer than normal scheduled dockets and lack of pleadings.

**Proposed Resolution:** Continue with expansion of potential pool of participants to include Felony-reduced cases and DWI 1<sup>st</sup> probated cases who receive a subsequent offense while already on probation. Agreement has been reached with prosecution and courts to facilitate this goal. Training for prosecution staff and defense attorneys will occur in February-March 2012 with pleadings being accepted in April 2012. Probation re-assessment procedures have been revised to include referral of DWI 1<sup>st</sup> probated cases who receive a subsequent DWI to TCAP-DC for staffing.

2. Defense Attorneys have not consistently ensured that projected participants appear at assessments and/or pleadings and enter a plea to begin TCAP-DC. The TCAP-DC team has been working diligently to reinforce with local defense attorneys the importance of assessment appearance and docket appearance.

**Proposed Resolution:** A designated Training was provided to defense attorneys that stressed the importance of assessment and treatment matching. Additional education efforts with the local defense bar will be provided to clarify that commitment of client participation to TCAP-DC requires consistent assessment/docket appearance.

3. Follow-up GPRA completion was not 100% as one participant could not complete the follow-up despite use of post-treatment incentives. Notification to participants regarding follow-up incentives was only shared post treatment.

**Proposed Resolution:** Inform all participants at intake that incentives for follow-up GPRA will be available to secure follow-up data.

#### **Anticipated Milestones for FY 2013**

1. Increased client intakes to ensure robust service delivery.
2. Ability to tailor treatment curricula to identified client needs for each of the three phases of service delivery, Intensive Outpatient, Intensive Continuing Care and Supportive Aftercare.
3. With inclusion of Felony-reduced cases, TCAP-DC will provide an additional sanctioning option to the judiciary.
4. Enhancing TCAP-DC team composition to include a felony prosecutor as well as current misdemeanor prosecutor.
5. With gender specific groups and/or trauma informed care protocols, modification of treatment phases to expand Phase I – Primary treatment from 3 months to 4 months, Intensive Aftercare would remain at 6 months with reduction in Supportive Aftercare from 3 months to 2 months.

**Key staff changes:** The following modifications were approved in Year 2 through the end of project period (close of year 3). Modifications are as follows for **funded positions:** the Counseling Center Senior Counselor (Clinical Supervisor) increased from 35% to 50% FTE, Project Director moved from in-kind category to funded position at 30% FTE and Office Specialist position was deleted as not needed. These changes were made to improve program efficiency and effectiveness.

**Projected Time Line**

<b>Grant Timeline</b>		
<b>Dates</b>	<b>Activity</b>	<b>Responsible Party</b>
4/1/12	Grant submissions for DWI Court funding	Project Director
4/30/2012	Felony-reduced cases accepted for pleadings	Judge
6/1/2012	Begin trauma-informed care training for staff	Project Director
6/1/2012	Research curriculum re-design for gender specific groups	Clinical Supervisor
7/1/2012	Modify phase length to meet participant needs	Clinical Supervisor
9/30/2012	SAMHSA year three funding begins	NA
9/30/2012	Existing program operations continue	NA
10/1/12	Continue grant submissions for DWI Court funding	Project Director
9/30/2012	GPRAs data collection continues	Research Manager
10/4/2012	Commissioners Court accepts continuation funding	NA
10/4/2012	Ad Hoc Steering Committee Meeting	Project Director
10/4/2012	Begin implementation of trauma-informed care protocols	Clinical Supervisor
10/4/2012	If feasible, implementation of gender specific group	Project Director
11/30/12	Begin Process Evaluation of TCAP-DC client participation*	Research Manager
12/2012	FY 2012 program data report	Research Manager
1/2013	Quarterly Review of GPRAs data collection	Research Manager
1/2013	Ad Hoc Steering Committee Meeting	Project Director
4/2013	Quarterly Review of GPRAs data collection	Research Manager
4/2013	Ad Hoc Steering Committee Meeting	Project Director
7/15/13	Secure continuation funding	Project Director
7/2013	Quarterly Review of GPRAs data collection	Research Manager
7/2013	Ad Hoc Steering Committee Meeting	Project Director
9/30/2013	SAMHSA No-cost extension, if applicable	Project Director
10/2/2013	Commissioner's Court funding acceptance	NA
12/2013	FY 2013 program data report	Research Manager
1/2014	Quarterly Review of GPRAs data collection	Research Manager
1/2014	Ad Hoc Steering Committee Meeting	Project Director
4/2014	Quarterly Review of GPRAs data collection	Research Manager
4/2014	Ad Hoc Steering Committee Meeting	Project Director
7/2014	Ad Hoc Steering Committee Meeting	Project Director

\*Process evaluation focuses on the first 12-16 months of the TCAP-DC.



DESIGNATION OF CENTRAL EMAIL ADDRESS FOR  
SAMHSA NOTICE OF AWARD (NoA)

The Notice of Award can now be sent electronically to grantees. If you have not done so already, please remember to submit this form as an attachment with your application to enable this feature. If you have already completed this designation of central email address form, and there are no changes, do not resubmit this form. If there are changes please complete the following categories below.

Dear Grants Management Specialist Helen Zhou

(Name)

1. SAMHSA Grant No.: 5H79TI023060
2. Name of Grantee Organization: Travis County Adult Probation
3. Grantee Mailing Address: P.O. Box 2245
4. City Austin State Texas Zip 78768
5. HHS 12 Digit EIN on NoA: 1450588607A1
6. Central E-mail Address: Lila.Oshatz@co.travis.tx.us
7. Authorized Representative Telephone No.: (512) 854-7694

Please remember the email address you provide should be valid for the life of the grant. Only one email address can be assigned to an organization.

Authorized Representative\*

Date 1-25-12

\*Authorized Representative is the individual who signed Section 21. A. - Application for Federal Assistance (face page) SF-424.



### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Emergency Medical Services / STAR Flight (5910)
<b>Contact Person/Title:</b>	Casey Ping, Program Director
<b>Phone Number:</b>	(512) 854-6460

<b>Grant Title:</b>	Capital Area Trauma Regional Advisory Council (CATRAC)		
<b>Grant Period:</b>	From: 5/1/2011	To: 8/31/2012	
<b>Grantor:</b>	CATRAC pass-thru Department of State Health Services (DSHS)		
<b>American Recovery and Reinvestment Act (ARRA) Grant</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	0	0	0	0	0	0
Operating:	5,888	0	0	0	0	5,888
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
<b>Total:</b>	<b>5,888</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,888</b>
FTEs:	0.00	0.00	0.00	0.00	0.00	0.00

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

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

**PBO Recommendation:**

PBO concurs with acceptance of this grant contract award.

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

The requested funding was received by STAR Flight as pass-thru funding from the State of Texas. The 1311/911/3588 funds are collected by the State, then redistributed to the EMS agencies through the Regional Advisory Councils. The redistribution of the funds are in order for the agencies to enhance their existing emergency service programs.

With the acceptance of this funding, STAR Flight will not be creating any new programs, but would like to purchase additional personnel safety equipment and training for employees.

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

N/A

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no county match required.

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

N/A

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

N/A

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

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

With the acceptance of this funding, STAR Flight would request the purchase of additional personnel safety equipment and provide training for employees.




Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**To:** Travis County Commissioners Court  
**Through:** Danny Hobby, County Executive, Emergency Services   
**From:** Casey Ping, Program Director, **STAR Flight**  
**Date:** January 18, 2012  
**Subject:** EMS-County Assistance to **STAR Flight** Program

Each year Department of State Health Services (DSHS) distributes 113/911/3588 funds to Regional Advisory Councils (RAC's) under a program called "EMS-County Assistance". The RAC's further distribute to EMS agencies providing 9-1-1 services in a specific County. There are 22 RAC's in the State of Texas. Our local RAC is the Capital Area Trauma RAC (CATRAC). Each RAC develops it's method of calculating disbursement to the 9-1-1 service providers in each County. This is the second year **STAR Flight** has received this disbursement. I have included a copy of the Trauma System Fund Disbursement Plan for your review.

Travis County **STAR Flight** is eligible for \$5,888.30 of the Travis County amount. Up until last year, **STAR Flight's** portion has historically been included in the disbursement funds to the City of Austin as part of the Austin-Travis County EMS Department. Now that **STAR Flight** is separate, we receive the **STAR Flight** portion directly.

The disbursement amount can be used for operational purposes and does not require matching funds. **STAR Flight** management request the funding come back into the **STAR Flight** budget for the purchase of additional personnel safety equipment and provide further training for employees.

We recommend the Commissioners Court accept this disbursement of \$5,888.30 for the **STAR Flight** Program.

Please let me know if I can provide additional information or assistance in this matter.



**Capital Area Trauma Regional  
Advisory Council  
TSA-O**

**Emergency Medical Services  
1131/911/3588 Trauma System Fund  
Disbursement Plan**

**Purpose:** To provide an equitable division of 1131/911/3588 Trauma System Funds, in the CATRAC eleven counties with multiple Emergency Medical Services transporting agencies.

***Guidelines for EMS Trauma Fund Disbursement Calculations:***

Each CATRAC Executive Board County Representative will coordinate the allocation of their county's 1131/911/3588 Trauma System funding. The grant funds will only be awarded to those EMS transporting providers who meet eligibility requirements as defined by the CATRAC Bylaws and DSHS grant funding guidance. The award amount to each provider will be based on one of the two formulas listed below.

**Formula #1**

Bastrop, Blanco, Burnet, Caldwell, Fayette, Lee, Llano, San Saba, Travis and Williamson counties will calculate funding using the following methodology.

- a. 33.333% of said County's share will be divided based upon the **percent of emergency call volume** each EMS Provider provides in said County; using the previous full year's call data.
- b. 33.333% of said County's funds will be divided based upon the **percent of acreage** that each EMS Provider serves in its County.
- c. 33.333% of said County's funds will be divided based upon the **percent of population** that each EMS Provider serves in their County.

**Example:**

*County XYZ's share of the funding is \$5,445.00, and it has two (2) eligible EMS Providers. Using the CATRAC EMS Trauma System Fund Distribution Plan, the funds would be distributed as follows:*

***Percent of Emergency Call Volume***

- i.  $\$5,445.00 \times 33.333\% = \$1,814.98$   
 $\$1,814.98 \times 40\% \text{ for EMS "A"} = \$725.99$   
 $\$1,814.98 \times 60\% \text{ for EMS "B"} = \$1,088.99$

**Percent of Acreage**

II.  $\$5,445.00 \times 33.333\% = \$1,814.98$   
 $\$1,814.98 \times 60\% \text{ for EMS "A"} = \$1,088.99$   
 $\$1,814.98 \times 40\% \text{ for EMS "B"} = \$725.99$

**Percent of Population Served**

III.  $\$5,445.00 \times 33.333\% = \$1,814.98$   
 $\$1,814.98 \times 35\% \text{ for EMS "A"} = \$635.24$   
 $\$1,814.98 \times 65\% \text{ for EMS "B"} = \$1,179.74$

In County XYZ, the two (2) eligible EMS Providers would receive the following portion of the said County's funds:

EMS "A"	\$ 725.98 (Emerg. Call Volume)	EMS "B"	\$1,088.99 (Emerg. Call Volume)
	\$1,088.99 (Acreage)		\$ 725.99 (Acreage)
	<u>\$ 635.24 (Population)</u>		<u>\$1,179.74 (Population)</u>
Total	\$2,450.21	Total	\$2,994.72

**Formula #2**

Hays County will disburse their county's funding allocation as follows: 2/3 to San Marcos-Hays County EMS and 1/3 to Wimberley EMS.

**Procedures to Award Funds:**

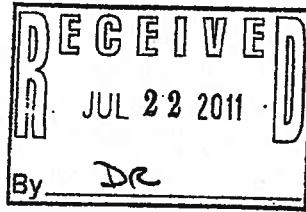
1. The CATRAC Executive Board County Representative will provide to the CATRAC Executive Director a worksheet showing the calculations and disbursement amounts for each eligible EMS transporting provider in their county. The County Representative will notify each eligible provider of their disbursement amount and calculations used to determine the allocation. Any disagreement as to how the funds are distributed will be presented in writing to the CATRAC Executive Director and Executive Board.
2. The Executive Director will report the funding allocations to the CATRAC Executive Board and the eligible EMS providers after disbursements have been calculated.
3. Checks for allocated funds will be written by CATRAC directly to the eligible EMS transporting providers.
4. Awardees from the eleven counties must provide the CATRAC Executive Director with a detailed expenditure report, including the standard DSHS reporting form, copies of invoices and copies of cleared checks that paid for said expenditures by the due date stated on the report form. A summary of expenditures will be compiled and presented to the CATRAC Executive Board at the close of the grant period.

Approved 7/22/2002  
Revised 7/14/2011



## TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.  
COMMISSIONER



P.O. Box 149347  
Austin, Texas 78714-9347  
1-888-963-7111  
TTY: 1-800-735-2989  
[www.dshs.state.tx.us](http://www.dshs.state.tx.us)

July 19, 2011

Dear Contractor:

Enclosed is an approved copy of your Department of State Health Services (DSHS) contract. Please file it with the office of record for your agency.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Tu-Anh Perez at 512-776-2182 via email at [tuanh.perez@dshs.state.tx.us](mailto:tuanh.perez@dshs.state.tx.us).

Sincerely,

A handwritten signature in cursive script that reads "Bob Burnette".

Bob Burnette, Director  
Client Services Contracting Unit

Enclosures

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-038277 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CAPITAL AREA TRAUMA RAC (Contractor), a Non Profit Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$121,419.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 05/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

- a. Core Contract (this document)
- b. Program Attachments:

2011-038277-001 EMS - COUNTY ASSISTANCE

- c. General Provisions (Sub-recipient)
- d. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the

General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CAPITAL AREA TRAUMA RAC  
Address: STE 200 4100 ED BLUESTEIN BLVD  
AUSTIN, TX 78721-2300  
Vendor Identification Number: 17427478064000

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CAPITAL AREA TRAUMA RAC

By: Bob Burnette  
Signature of Authorized Official

By: Dave Reimer  
Signature

7/19/11  
Date

July 13, 2011  
Date

Bob Burnette, C.P.M., CTPM

DAVE REIMER - EXECUTIVE DIRECTOR  
Printed Name and Title

Director, Client Services Contracting Unit

4100 ED BLUESTEIN BLVD. Suite 200  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

AUSTIN TEXAS 78721  
City, State, Zip

(512) 458-7470

512 926-6184  
Telephone Number

Bob.Burnette@dshs.state.tx.us

executivedirector@catrac.org  
E-mail Address for Official Correspondence



CONTRACT NO. 2011-038277-  
PROGRAM ATTACHMENT NO. 001  
PURCHASE ORDER NO. 0000374463

CONTRACTOR: CAPITAL AREA TRAUMA RAC

DSHS PROGRAM: EMS - COUNTY ASSISTANCE

TERM: 05/01/2011 THRU: 08/31/2012

SECTION I. STATEMENT OF WORK:

Department of State Health Services (DSHS) will provide funding from the Emergency Medical Services (EMS) Trauma Care System Account and Emergency Medical Services, Trauma Facilities, and Trauma Care Systems Fund established by Health and Safety Code §773.122 and from the Designated Trauma Facility and Emergency Medical Services account established by Health and Safety Code §780.003, to assist Contractor in the enhancement and delivery of patient care in the EMS and trauma care system. Contractor shall administer the distribution of these funds to eligible EMS providers to provide coordination with the appropriate Trauma Service Area (TSA).

The funds in this Program Attachment are to be used by eligible EMS providers for the following:

- Supplies;
- Operational expenses;
- Education and training;
- Equipment;
- Vehicles; and/or
- Communications systems.

For the purposes of this Program Attachment, buildings, land, food, or investments (stocks, bonds, mutual funds, etc.) are NOT ALLOWABLE COSTS.

The contractor can utilize funds from the EMS/RAC and EMS/TOB-RAC program attachment to administer this program attachment.

The EMS providers located in the Contractor's county (ies) which are eligible to receive funding are specified in Exhibit A, which is attached hereto and made a part hereof.

Contractor shall comply with the distribution proposal approved by DSHS. Distribution proposal may not be revised without prior approval by DSHS.

Contractor shall return all funds not expended to DSHS no later than thirty (30) days after the end of this contract term.

DSHS will utilize current revenues available for the disbursement of these funds to Contractor.

DSHS shall inform Contractor in writing of any changes to applicable federal and state laws, rules, regulations, standard or guideline except that Contractor shall inform DSHS in writing if it shall not continue performance under the Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

## SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in the Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall:

- Comply with all applicable laws and regulations established at federal and state levels as these regulations now appear or may be amended during the period of this Program Attachment. Standards and guidelines referenced are those in effect on the beginning date of this Program Attachment and include:
  - Health and Safety Code, §780.003-§780.006;
  - Chapter 773 of the Health and Safety Code; and,
  - Title 25 Texas Administrative Code, Chapter 157.123, 157.130 and 157.131

SECTION III. SOLICITATION DOCUMENT: Exempt by Statute - Health and Safety Code Sec. 773.122 and Health and Safety Code Sec. 780.004.

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Lump Sum Payment

SECTION VI. BILLING INSTRUCTIONS: N/A

SECTION VII. BUDGET:

SOURCE OF FUNDS: State

DSHS will make a lump sum payment. DSHS will utilize current revenues available for the disbursement of these funds to Contractor.

Total payments will not exceed \$121,419.00.

**SECTION VIII. SPECIAL PROVISIONS:**

General Provisions, **Compliance and Reporting Article, Reporting Section** is replaced with the following:

Contractor shall submit a report to DSHS Program, no later than **September 15, 2011**, that contains the following:

- A spreadsheet which outlines the specific amount of funding each EMS provider listed on Exhibit A will receive. This amount should be based on the contractor's previously submitted distribution plan.

Contractor shall submit reports to DSHS, no later than **September 14, 2012**, that contains the following:

- Name of each EMS provider who received funding; and
- An itemized list of expenditures for each provider with proof of payment for **May 1, 2011 through August 31, 2012** (examples of proof of payment include copies of receipts showing paid in full, cancelled checks, invoices with \$0 balance, or handwritten receipt must be noted as to how it was paid).

Reports shall be submitted to the following address:

Department of State Health Services, MC1876  
Office of EMS and Trauma Systems Coordination  
Attn: Contract Manager  
P. O. Box 149347  
Austin, Texas 78714-9347

General Provisions, **Services Article, Education to Persons in Residential Facilities, Consent to Medical Care of a Minor and Telemedicine Medical Services Sections** are not applicable to this Program Attachment.

General Provisions, **Payment Methods and Restrictions Article, Payment Methods Section** is replaced with the following:

DSHS will submit a lump sum payment as specified in **SECTION VIII. BUDGET** to Contractor no later than thirty (30) days after the contract is fully executed by both parties.

General Provisions, **Payment Methods and Restrictions Article, Billing Submission, Final Billing Submission, Working Capital Advance and Financial Status Reports (FSRs) Sections** are not applicable to this Program Attachment.

General Provisions, **Confidentiality Article, Exchange of Client-Identifying Information, Security of Patient or Client Records, and HIV/AIDS Model Workplace Guidelines Sections** are

not applicable to this Program Attachment.

General Provisions, **Notice Requirements Article, Child Abuse Reporting Requirement** Section is not applicable to this Program Attachment.

**General Provisions, General Business Operations of Contractor Article, Insurance, Fidelity Bond, Cost Allocation Plan, Reporting for Unit Rate and Fee for Service Contracts, Historically Underutilized Businesses (HUBs), Contracts with Subrecipient Subcontractors, Status of Subcontractors, Incorporation of Terms, Equipment (Including Controlled Assets) Purchases, Supplies, Changes to Equipment List, Property Inventory and Protection of Assets, Bankruptcy, Title to Property, Disposition of Property, Closeout of Equipment, and Assets as Collateral Prohibited** Sections are not applicable to this Program Attachment.

For a period of not less than one year nor more than three years, as determined by DSHS, DSHS may refrain from disbursing funds under Health and Safety Code, §773.122 and §780.003-§780.006 to a Regional Advisory Council (RAC) if DSHS determines the RAC used funds in violation of that section.

Exhibit A  
 EMS Trauma Care System Account  
 FY 2011 Eligible EMS Providers  
**Capital Area Trauma RAC**

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<b>Blanco</b>	<b>\$6,714.00</b>	
North Blanco County EMS	PO Box 557	Johnson City

<b>Burnet</b>	<b>\$11,802.00</b>	
Burnet Fire Department	127 E Jackson	Burnet
Marble Falls Area EMS, Inc.	PO Box 296	Marble Falls
Spicewood VFD EMS	PO Box 2	Spicewood

<b>Caldwell</b>	<b>\$6,753.00</b>	
City of Lockhart EMS	214 Bufkin Ln	Lockhart
Luling Emergency Medical Services	130 Hays St	Luling
San Marcos-Hays County EMS, Inc.	PO Box 641	San Marcos

<b>Fayette</b>	<b>\$9,880.00</b>	
Fayette County EMS	750 E Camp St	La Grange

<b>Hays</b>	<b>\$9,140.00</b>	
San Marcos-Hays County EMS, Inc.	PO Box 641	San Marcos
Wimberley EMS	PO Box 33	Wimberley

<b>Lee</b>	<b>\$6,474.00</b>	
B&M Ambulance Service, Inc.	PO Box 158	Giddings
Lexington Volunteer EMS	PO Box 56	Lexington

<b>Llano</b>	<b>\$9,159.00</b>	
Llano County EMS	200 W Ollie	Llano
Marble Falls Area EMS, Inc.	PO Box 296	Marble Falls

<b>San Saba</b>	<b>\$10,427.00</b>	
San Saba County EMS	607 E Commerce St	San Saba

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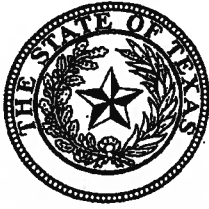
**Travis****\$32,118.00**

American Medical Response of Texas, Inc.	3601 Bluestein Dr	Austin
Austin/Travis County EMS, City of	PO Box 1088	Austin
Travis County Starflight	7800 Old Manor Rd	Austin

**Williamson****\$18,952.00**

Austin/Travis County EMS, City of	PO Box 1088	Austin
Thorndale Volunteer EMS	PO Box 308	Thorndale
Travis County Starflight	7800 Old Manor Rd	Austin
Williamson County EMS	PO Box 873	Georgetown

**Total Dollar Amount: \$121,419.00**



# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Dave Reimer  
Signature

July 13, 2011  
Date

DAVE REIMER - Executive Director  
Print Name of Authorized Individual

2011-038277  
Application or Contract Number

CAPITAL AREA TRAUMA RAC  
Organization Name

**Fiscal Year 2011 Department of State Health Services Contract**  
**General Provisions**  
(Core/Subrecipient)

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## ARTICLE I COMPLIANCE AND REPORTING

**Section 1.01 Compliance with Statutes and Rules.** Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract will control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

**Section 1.02 Compliance with Requirements of Solicitation Document.** Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.

**Section 1.03 Reporting.** Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

**Section 1.04 Client Financial Eligibility.** Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

**Section 1.05 Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.

**Section 1.06 Applicable Laws and Regulations Regarding Funding Sources.** Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through

web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements § 14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through weblinks on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

**Section 1.07 Statutes and Standards of General Applicability.** Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

- a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
- b) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
- c) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;
- d) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing;
- e) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
- f) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
- g) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
- h) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
- i) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
- k) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;

- l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
- n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
- p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
- q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
- r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
- s) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
- t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
- u) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104); and
- v) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference.

**Section 1.08 Applicability of General Provisions to Interagency and Interlocal Contracts.**

Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

- a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
  - 1) Hold Harmless and Indemnification, Section 13.19;
  - 2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
  - 3) Insurance, Section 12.03;
  - 4) Liability Coverage, Section 12.05;
  - 5) Fidelity Bond, Section 12.04;
  - 6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
  - 7) Debt to State and Corporate Status, Section 3.01;
  - 8) Application of Payment Due, Section 3.02; and
  - 9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).
- b) The following additional provisions will apply to interagency contracts:
  - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
  - 2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
  - 3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.
- c) The following additional provisions will apply to interlocal contracts:
  - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
  - 2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
  - 3) Each Party represents that it has been authorized to enter into this Contract.
- d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

**Section 1.09 Civil Rights Policies and Complaints.** Upon request, Contractor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office  
701 W. 51st St., Mail Code W206  
Austin, Texas 78751  
Toll-free phone (888) 388-6332  
Phone (512) 438-4313  
TTY Toll-free (877) 432-7232  
Fax (512) 438-5885

**Section 1.10 Licenses, Certifications, Permits, Registrations and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

## ARTICLE II SERVICES

**Section 2.01 Education to Persons in Residential Facilities.** If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

**Section 2.02 Disaster Services.** In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

**Section 2.03 Consent to Medical Care of a Minor.** If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts



with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

**Section 2.04 Telemedicine Medical Services.** Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

- a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
- b) contraindication considerations for telemedicine use;
- c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- g) priority in scheduling the system for clinical care of individuals;
- h) quality oversight and monitoring of satisfaction of the individuals served; and
- i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

**Section 2.05 Fees for Personal Health Services.** Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee must not exceed the actual cost of providing the services. No client may be denied a service due to inability to pay.

**Section 2.06 Cost Effective Purchasing of Medications.** If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

**Section 2.07 Services and Information for Persons with Limited English Proficiency.** Contractor shall take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English

proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

### ARTICLE III FUNDING

**Section 3.01 Debt to State and Corporate Status.** Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

**Section 3.02 Application of Payment Due.** Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

**Section 3.03 Use of Funds.** Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

**Section 3.04 Use for Match Prohibited.** Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

**Section 3.05 Program Income.** Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of program income to further the program objectives of the state or federal statute under which the Program Attachment was made, and Contractor shall spend the program income on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions, the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm> and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

**Section 3.06 Nonsupplanting.** Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or

local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

#### ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

**Section 4.01 Payment Methods.** Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be one of the following methods:

- a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
- b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

**Section 4.02 Billing Submission.** Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

**Section 4.03 Final Billing Submission.** Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

**Section 4.04 Working Capital Advance.** If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the contract manager assigned to the Program Attachment to justify the need for a working capital advance. Contractor shall liquidate the working capital advance as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

**Section 4.05 Financial Status Reports (FSRs).** Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and

financial assessment. Contractor shall submit the final FSR no later than sixty (60) days following the end of the applicable term.

**Section 4.06 Third Party Payors.** A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided. Third party payors include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients who are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the thirty (30)-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

## **ARTICLE V            TERMS AND CONDITIONS OF PAYMENT**

**Section 5.01 Prompt Payment.** Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor shall comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review by the Department.

**Section 5.02 Withholding Payments.** Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

**Section 5.03 Condition Precedent to Requesting Payment.** Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 **Acceptance as Payment in Full.** Except as permitted in the Fees for Personal Health Services section of the Services Article of these General Provisions or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

**ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS**

Section 6.01 **Allowable Costs.** For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220); and UGMS, as applicable	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other	48 CFR Part 31, Contract Cost	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding

than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency		agency common rule
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A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

**Section 6.02 Independent Single or Program-Specific Audit.** If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The \$500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years. Incumbent audit firms may participate in the re-procurement process; however, Contractor shall not procure services of the same audit firm for more than ten (10) consecutive years and shall require that the audit firm limit the amount of time the lead or coordinating audit partner (having primary responsibility for the audit) conducts the independent audit to a maximum of five (5) years within a ten-year period. Contractor may request, in writing to the DSHS Contract Oversight and Support Section, an exception from lead partner rotation for years six (6) through ten (10) of a ten-year period if the audit firm has only one lead partner. If the request is approved, Contractor shall require the audit firm to provide certification annually for years six through ten that the audit firm has no more than one partner and shall require the audit firm to contract with an independent audit firm to perform a second partner review of the

single or program-specific audit work performed for Contractor. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

**Section 6.03 Submission of Audit.** Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services  
Contract Oversight and Support, Mail Code 1326  
P.O. Box 149347  
Austin, Texas 78714-9347

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

## ARTICLE VII CONFIDENTIALITY

**Section 7.01 Maintenance of Confidentiality.** Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable rules and regulations.

**Section 7.02 Department Access to PHI and Other Confidential Information.** Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

**Section 7.03 Exchange of Client-Identifying Information.** Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or

other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

**Section 7.04 Security of Patient or Client Records.** Contractor shall maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

**Section 7.05 HIV/AIDS Model Workplace Guidelines.** If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.

## ARTICLE VIII RECORDS RETENTION

**Section 8.01 Retention.** Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment.



## ARTICLE IX ACCESS AND INSPECTION

Section 9.01 **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any, and Contractor's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 9.02 **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

## ARTICLE X NOTICE REQUIREMENTS

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC)

Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at [www.dshs.state.tx.us/childabusereporting](http://www.dshs.state.tx.us/childabusereporting). Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

**Section 10.02 Significant Incidents.** In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

**Section 10.03 Litigation.** Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

**Section 10.04 Action Against the Contractor.** Contractor shall notify the contract manager assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

**Section 10.05 Insolvency.** Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

**Section 10.06 Misuse of Funds and Performance Malfeasance.** Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make

such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at <http://www.oig.hhs.gov/fraud/hotline/> no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

**Section 10.07 Criminal Activity and Disciplinary Action.** Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall not permit any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

**Section 10.08 Retaliation Prohibited.** Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

**Section 10.09 Documentation.** Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

## ARTICLE XI ASSURANCES AND CERTIFICATIONS

**Section 11.01 Certification.** Contractor certifies by execution of this Contract to the following:

- a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
- b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;

- c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
- d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
- e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
- f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
- g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contractor or its principals;
- h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
- i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

**Section 11.02 Child Support Delinquencies.** As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

**Section 11.03 Authorization.** Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

**Section 11.04 Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

**Section 11.05 Ineligibility to Receive the Contract.** (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

**Section 11.06 Antitrust.** Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

**Section 11.07 Initiation and Completion of Work.** Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

## **ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR**

**Section 12.01 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.** Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-

profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

**Section 12.02 Management and Control Systems.** Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site:

<http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

- a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
- c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

**Section 12.03 Insurance.** Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance

proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

**Section 12.04 Fidelity Bond.** For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to \$100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

**Section 12.05 Liability Coverage.** For the benefit of DSHS, Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall ensure that the policy includes Property of Others coverage with respect to funds and other property of the State related to this Contract, and includes DSHS as a loss payee on the policy. Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

**Section 12.06 Overtime Compensation.** Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior written approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

**Section 12.07 Program Site.** Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

**Section 12.08 Cost Allocation Plan.** Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to <mailto:coscap@dshs.state.tx.us> no later than the 60<sup>th</sup> calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plans must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

**Section 12.09 Employee/Volunteer Background Screening.** Contractor shall comply with employee/volunteer background screening standards established by the Department.

**Section 12.10 Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at <http://www.window.state.tx.us/procurement/prog/hub>. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

**Section 12.11 Buy Texas.** Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

**Section 12.12 Contracts with Subrecipient and Vendor Subcontractors.** Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into a subrecipient agreement equaling or exceeding \$100,000, Contractor shall obtain written approval from DSHS. Contractor shall establish written policies and procedures for procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:



- a) name and address of all parties and the subcontractor's Vendor Identification Number (VIN);
- b) a detailed description of the services to be provided;
- c) measurable method and rate of payment and total not-to-exceed amount of the contract;
- d) clearly defined and executable termination clause; and
- e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s).

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs; or if the subcontractor would be ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract section (Assurances and Certifications Article); or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article).

**Section 12.13 Status of Subcontractors.** Contractor shall require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

**Section 12.14 Incorporation of Terms in Subrecipient Subcontracts.** Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

**Section 12.15 Independent Contractor.** Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

**Section 12.16 Authority to Bind.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and

guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

**Section 12.17 Tax Liability.** Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

**Section 12.18 Notice of Organizational Change.** Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to the Contractor's name; contact information; key personnel, officer, director or partner; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

**Section 12.19 Quality Management.** Contractor shall comply with quality management requirements as directed by the Department.

**Section 12.20 Equipment (Including Controlled Assets) Purchases.** Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of \$5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor shall initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

**Section 12.21 Supplies.** Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

**Section 12.22 Changes to Equipment List.** All items of equipment purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment.

If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

**Section 12.23 Property Inventory and Protection of Assets.** Contractor shall maintain an inventory of equipment and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Form GC-11 (Contractor's Property Inventory Report) to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15<sup>th</sup> of each year. The report is located on the DSHS website at <http://www.dshs.state.tx.us/contracts/forms.shtm>. Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

**Section 12.24 Bankruptcy.** In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

**Section 12.25 Title to Property.** At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

**Section 12.26 Property Acquisitions.** Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

**Section 12.27 Disposition of Property.** Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than \$5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than \$5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than \$5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

**Section 12.28 Closeout of Equipment.** At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the contract manager assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds must be secured by Contractor at the time of Closeout or termination of the Program Attachment and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

**Section 12.29 Assets as Collateral Prohibited.** Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

### ARTICLE XIII GENERAL TERMS

**Section 13.01 Assignment.** Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

**Section 13.02 Lobbying.** Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds \$100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section .27 and A-21 paragraphs 17 and 28. Contractor shall include this provision in any subcontracts.

**Section 13.03 Conflict of Interest.** Contractor represents to the Department that it and its - subcontractors, if any, do not have nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the Department or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

**Section 13.04 Transactions Between Related Parties.** Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

**Section 13.05 Intellectual Property.** Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

- a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
- b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance

- required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.
- c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number \_\_\_\_\_ from (federal awarding agency)" or "The project described was supported by grant number \_\_\_\_\_ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."
  - d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.
  - e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

**Section 13.06 Other Intangible Property.** At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall inventory all such non-copyrightable intangible property. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.

**Section 13.07 Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

**Section 13.08 Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on

which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

**Section 13.09 Successors.** This Contract will be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

**Section 13.10 Headings.** The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.

**Section 13.11 Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

**Section 13.12 Survivability of Terms.** Termination or expiration of this Contract or a Program Attachment for any reason will not release either Party from any liabilities or obligations in this Contract that (a) the Parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

**Section 13.13 Direct Operation.** At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

**Section 13.14 Customer Service Information.** If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

**Section 13.15 Amendment.** The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

**Section 13.16 Contractor's Notification of Change to Certain Contract Provisions.** The following changes may be made to this Contract without a written amendment or the Department's prior approval:

- a) contractor's contact person and contact information;
- b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
- c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than \$100,000, provided that the total budget amount is unchanged;
- d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures;
- e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds; and
- f) a change to remove community sites, independent school districts or schools, in substance abuse Program Attachments in accordance with an Implementation Plan that must be submitted along with the notification of the change to the contract manager assigned to the Program Attachment.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

**Section 13.17 Contractor's Request for Revision of Certain Contract Provisions.** A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

- a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of \$100,000 or more, provided that the total budget amount is unchanged;
- b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
- c) change in clinic hours or location;
- d) change in the equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget;
- e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract); and
- f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
- g) changes to add community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at



<http://www.dshs.state.tx.us/grants/forms.shtml>, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

**Section 13.18 Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

**Section 13.19 Hold Harmless and Indemnification.** Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments; and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

**Section 13.20 Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under this Contract.

**Section 13.21 Electronic and Information Resources Accessibility and Security Standards.** As required by 1 Tex. Admin. Code Chapter 213, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor shall provide the Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>. Contractor certifies that any network hardware or software purchased or provided under this Contract has undergone independent certification testing for known and relevant vulnerabilities, in accordance with rules adopted by DIR.

**Section 13.22 Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure has been removed and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

**Section 13.23 Interim Contracts.** The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

#### **ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE**

**Section 14.01 Actions Constituting Breach of Contract.** Actions or inactions that constitute breach of contract include, but are not limited to, the following:

- a) failure to properly provide the services and/or goods purchased under this Contract;
- b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
- c) failure to pay refunds or penalties owed to the Department;
- d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
- e) failure by Contractor to provide a full accounting of funds expended under this Contract;
- f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
- g) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
- h) Contractor is on or is added to the Excluded Parties List System (EPLS).

**Section 14.02 General Remedies and Sanctions.** The Department will monitor Contractor for both programmatic and financial compliance. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

- a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
- b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor's authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend this Contract, or (2) an action taken by the Department to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
- c) deny additional or future contracts with Contractor;
- d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
- e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
- f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

- g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
- h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
- i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
- j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
- k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be conducted;
- l) require Contractor to obtain technical or managerial assistance;
- m) establish additional prior approvals for expenditure of funds by Contractor;
- n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
- o) demand repayment from Contractor when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
- p) pursue a claim for damages as a result of breach of contract;
- q) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any employee, volunteer, officer or governing body member, if the employee, volunteer, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
- r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, match insufficiency, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
- s) reduce the Contract term;
- t) recoup improper payments when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
- u) assess liquidated damages;
- v) demand repayment of an amount equal to the amount of any match Contractor failed to provide, as determined by DSHS;
- w) impose other remedies, sanctions or penalties permitted by statute.

**Section 14.03 Notice of Remedies or Sanctions.** Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which

may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

**Section 14.04 Emergency Action.** In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

- a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
- b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

## **ARTICLE XV CLAIMS AGAINST THE DEPARTMENT**

**Section 15.01 Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

**Section 15.02 Notice.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 **Sole Remedy.** The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 **Condition Precedent to Suit.** Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 15.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

## ARTICLE XVI TERMINATION

Section 16.01 **Expiration of Contract or Program Attachment(s).** Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 16.02 **Effect of Termination.** Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 16.03 **Acts Not Constituting Termination.** Termination does not include the Department's (1) withdrawal of funds awarded on the basis of Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

**Section 16.04 Termination Without Cause.**

- a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.
- b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
- c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
- d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

**Section 16.05 Termination For Cause.** Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

- a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
- b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
- c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
- d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
- e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
- f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
- g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
  - 1) Contractor fails to make payments;
  - 2) Contractor makes an assignment for the benefit of its creditors;
  - 3) Contractor admits in writing its inability to pay its debts generally as they become due;

- 4) if judgment for the payment of money in excess of \$50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
- 5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;
- 6) Contractor is adjudicated bankrupt or insolvent;
- 7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
- 8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
- 9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
- 10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;
- h) Contractor's management system does not meet the UGMS management standards; or
- i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

**Section 16.06 Notice of Termination.** Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

## **ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS**

**Section 17.01 Void Contracts.** Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

**Section 17.02 Effect of Void, Suspended, or Involuntarily Terminated Contract.** A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that



Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

**Section 17.03 Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

## ARTICLE XVIII CLOSEOUT

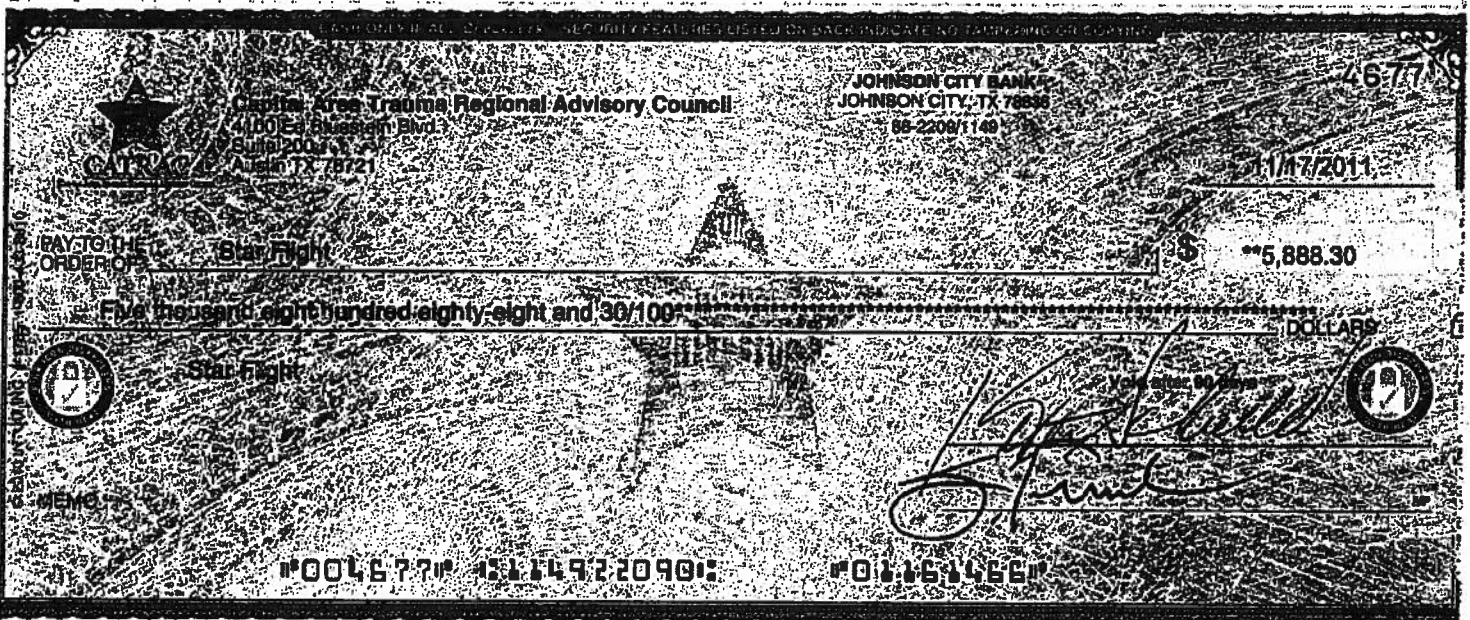
**Section 18.01 Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

**Section 18.02 Administrative Offset.** The Department has the right to administratively offset amounts owed by Contractor against billings.

**Section 18.03 Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

**Section 18.04 Payment of Refunds.** Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

**Section 18.05 Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.



Capital Area Trauma Regional Advisory Council

11/17/2011

Star Flight

4677

Date	Type	Reference	Original Amount	Balance Due	Payment
11/15/2011	Bill	FY11-12 EMS Co.	5,888.30	5,888.30	5,888.30
		Check Amount			5,888.30

Proj Code M12679 Code BBI



Johnson City Bank

5,888.30

# Travis County Treasurer

# Deposit Receipt

WT. 283946

General Fund.....001	Expo.Center.....501
Comm.Sup.&Corr..	Self Insurance...525
Road & Bridge.....099	Perm.School.....601
Law Library.....011	Cash Bond Esc..702
CAPSO.....013	LCRA Parks.....737
ADRS.....016	St Court Cost...774
Counseling Ctr.....017	Pooled Fds.CP..897
.....	Operating Acct..899
.....	.....
INTEREST & SINKING	.....
Cons.Debt Serv....394	.....
NWTCRD #3.....395	.....
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\$ 5,888.30

**The Treasurer of  
Travis County, Texas**

**RECEIVED FROM**  
STARFLIGHT(59)  
PAM

The sum stated above is to be credited to the account of the respective funds named hereon.

**FOR: FEES**

BB1 PJ#M12679

Currency \$  
Coin \$  
Checks # 1 \$ 5,888.30  
Total Deposit \$ 5,888.30

Date: 11-30-2011

AUSTIN, TEXAS

\_\_\_\_\_  
DOLORES ORTEGA CARTER  
TRAVIS COUNTY TREASURER

150



**EMS Provider  
Report of Combined 911/3588/1131  
Trauma System Funds Expenditures  
FY11**

# **INSTRUCTIONS**

**1. The grant period runs from May 1, 2011 – August 31, 2012. However, we need reports and documentation turned in to us earlier so that we have time to proof and copy your documents, and complete our final report for DSHS.**

**Documents and Expenditure Reports are due to CATRAC by JUNE 30, 2012.**

**The funds may be used for any of the following (see Report Form):**

- Supplies**
- Operational expenses**
- Education and training**
- Vehicles and/or Equipment**
- Communications systems**

**2. Make a copy of Invoices for items purchased with the grant funds at the time of purchase.**

**3. Make a copy of the CANCELLED check for items purchased with the grant funds. Copies are usually supplied on your Bank Statement or through your bank's Internet Banking website.**

**4. Complete the Report. Make sure you include copies of invoices and cancelled checks.**

**5. Mail Completed Report, Invoice Copies and Cancelled Check Copies to CATRAC no later than June 30, 2012. We would encourage reports to be submitted earlier if possible.**

**CATRAC  
4100 Ed Bluestein Blvd., Suite 200  
Austin, TX 78721**



**EMS Provider  
Report of Combined  
911/3588/1131  
Trauma System Funds  
Expenditures  
FY11**

County of Licensure: \_\_\_\_\_

Name of Provider: \_\_\_\_\_

Administrator (Print): \_\_\_\_\_

Counties of Operation: \_\_\_\_\_

Total Amount of Combined Funding Received: \_\_\_\_\_

**FY11 Expenditure period is May 1, 2011- August 31, 2012**

**Receipts (Invoices) and Copies of CANCELLED Checks Are Required**

*For the purposes of this Program, buildings, land, food, or investments (stocks, bonds, mutual funds, etc.) are NOT ALLOWABLE COSTS.*

**Supplies:**

Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____

**Education & Training:**

# Persons Trained: _____	Date: _____	Cost: \$ _____
# Persons Trained: _____	Date: _____	Cost: \$ _____

**Equipment:**

Type: _____	Cost: \$ _____
Type: _____	Cost: \$ _____
Type: _____	Cost: \$ _____

**Vehicles:**

Type: _____	Cost: \$ _____
-------------	----------------

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**Communications Equipment:**

Type: \_\_\_\_\_ Cost: \$ \_\_\_\_\_  
Type: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

**Other Operation Expenditures:**

Type: \_\_\_\_\_ Cost: \$ \_\_\_\_\_  
Type: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

**Total All Expenditures: \$ \_\_\_\_\_**

Please Prioritize and list anticipated needs for future funds:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please prioritize and list any anticipated long-term system development needs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Completing Report (Print) \_\_\_\_\_

Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

RAC/County Authorized Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

**Please attach required expenditure documentation –  
Copies of *INVOICES* and copies of *CANCELLED* checks.  
Expenditure Reports are due no later than close of business June 30, 2012.**

Mail reports with supporting documentation to:

CATRAC  
4100 Ed Bluestein Blvd., Suite 200  
Austin, TX 78721

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## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By/Phone Number:** Norman McRee/854-4821

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive, Planning & Budget

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

### AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$923,174.33, for the period of January 13 to January 19, 2012.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

### STAFF RECOMMENDATIONS:

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 \$923,174.33.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$923,174.33

### REQUIRED AUTHORIZATIONS:

Dan Mansour, 854-9499

Diane Blankenship, 854-9170

Leroy Nellis, 854-9106

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** February 7, 2012

**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:** January 20, 2012 to January 26, 2012

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$923,174.33

**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 \$923,174.33.

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**  
**JANUARY 20, 2012 TO JANUARY 26, 2012**

- 
- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
  - Page 2. Chart of Weekly Reimbursements Compared to Budget.**
  - Page 3. Paid Claims Compared to Budgeted Claims.**
  - Page 4. FY Comparison of Paid Claims to Budget.**
  - Page 5. Notification of amount of request from United Health Care (UHC).**
  - Page 6. Last page of the UHC Check Register for the Week.**
  - Page 7. List of payments deemed not reimbursable.**
  - Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: February 7, 2012  
 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: January 20, 2012  
 TO: January 26, 2012

**REIMBURSEMENT REQUESTED: \$ 923,174.33**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,710,568.40
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: January 31, 2012	\$ (784,679.34)
October 5, 2010 adj	\$ -
Adjust to balance per UHC	\$ 135.10
	\$ 0.17
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 923,174.33</b>
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 923,174.33</b>

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


All claims over \$25,000 (1 this week totaling \$43,848.52) 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.

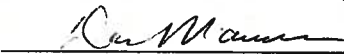
Fifteen percent (15%) of all claims under \$25,000 (\$133,148.31) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$200,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled (\$19,174.63).

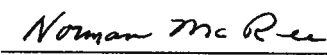
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 1/30/12  
 Diane Blankenship, Director, HRMD Date

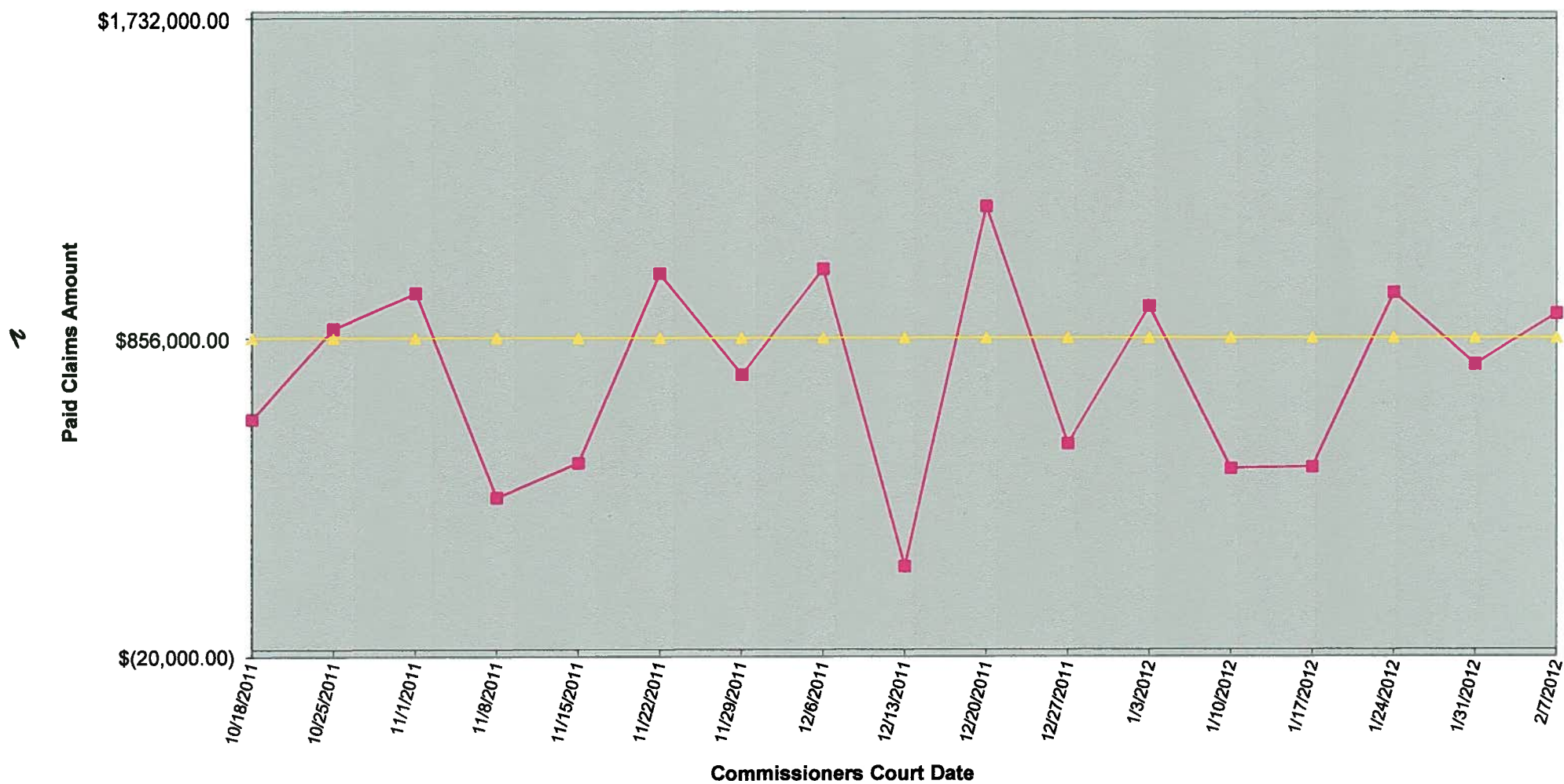
 1-30-2012  
 Dan Mansour, Risk Manager Date

 1-27-12  
 Cindy Purinton, Benefit Contract Administrator Date

 1/27/12  
 Norman McRee, Financial Analyst Date

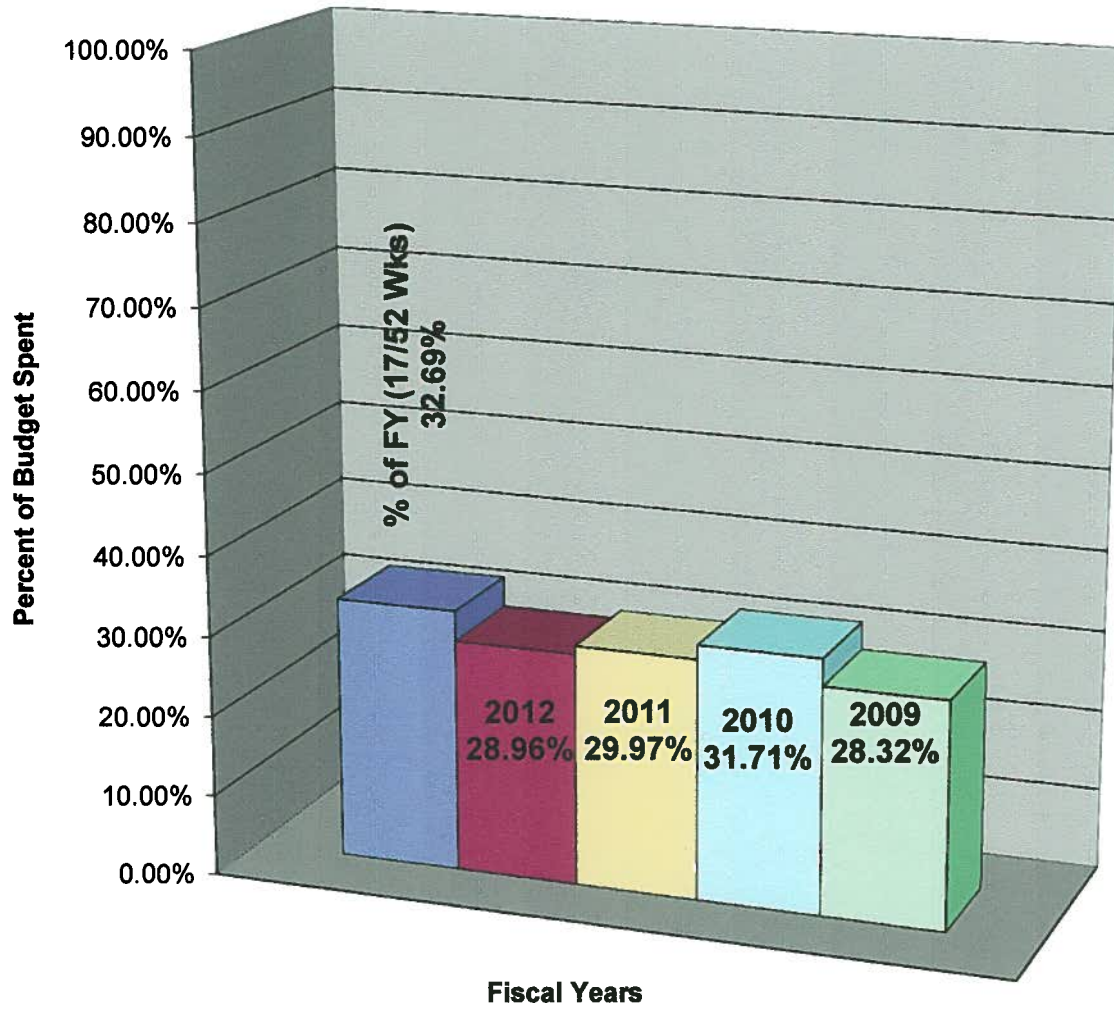
\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

**Travis County Employee Benefit Plan  
FY12 Paid Claims vs Weekly Claims Budget of \$856,615.23**





### Comparison of Claims to FY Budgets Week 17



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**Norman McRee**

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**From:** SIFSAX@UHC.COM  
**Sent:** Thursday, January 26, 2012 11:20 PM  
**To:** Norman McRee  
**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: 2012-01-27                      REQUEST AMOUNT: \$1,710,568.40

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

---

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-01-26	\$998,950.31
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$1,669,090.69</u>
+ CURRENT DAY NET CHARGE:	\$41,477.71
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	<u>\$1,710,568.40</u>

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ACTIVITY FOR WORK DAY: 2012-01-20

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$397,037.88	\$00.00	\$397,037.88
5972	\$02.88	\$00.00	\$02.88

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012\_01\_26

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	(248.46)	A1	28152	AA		7 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(251.81)	A1	38895	AA		6 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(265.47)	A1	75117	AH		1 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(339.73)	A1	38976	AH		6 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(354.07)	A1	56527	AE		2 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(379.24)	A1	16083	AE		7 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(379.24)	A1	68007	AE		1 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(386.27)	A1	56564	AA		11 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(407.44)	A1	56562	AA		11 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(408.60)	A1	62538	AH		1 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(414.06)	A1	85627	AH		3 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(453.05)	A1	56563	AA		11 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(453.94)	A1	62540	AH		1 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(492.73)	A1	80080	AH		1 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(555.10)	A1	56862	AH		6 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(572.81)	A1	38919	AH		11 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(661.09)	A1	56864	AH		6 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(697.89)	A1	56781	AH		1 1/16/2012	200	1/23/2012	1/26/2012
701254	632	(3,246.16)		26 271102	AA		5 1/23/2012	50	1/26/2012	1/26/2012

923,174.33

***Travis County Hospital and Insurance Fund - County Employees  
UHC Payments Deemed Not Reimbursable***

For the payment week ending: 01/26/2012

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



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# Travis County - Hospital and Self Insurance Fund (526)

## Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 1/26/2012

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<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b>CEPO</b>		
	EE	
	<b>526-1145-522.45-28</b>	<b>88,822.45</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>59,530.25</b>
Total CEPO		\$148,352.70
<b>EPO</b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>195,979.62</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>34,417.11</b>
Total EPO		\$230,396.73
<b>PPO</b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>484,880.66</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>59,544.24</b>
Total PPO		\$544,424.90
Grand Total		\$923,174.33



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 2/7/2012

**Prepared By/Phone Number:** Cynthia Lam-Roldan, 854-4822

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, 854-9106

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

Handwritten signature of Leroy Nellis in black ink.

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine requests from Tax Collector for a variance to Travis County Code § 10.03002, General Overview for Determining Pay Policy and Travis County Code § 10.03008, Promotion.

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

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 5.**

**B. Non-Routine Personnel Actions – Pages 6 - 9.**

**Tax Collector** requests approval for a salary adjustment that exceeds 10% above midpoint – Travis County Code § 10.03002, Slot 32, Administrative Asst II, PG 13. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

**Tax Collector** requests approval for a promotion that is above midpoint and greater than a 5% increase in salary. Travis County Code § 10.03008, Slot 87, Administrative Asst II, PG 13. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

### **STAFF RECOMMENDATIONS:**

N/A

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**REQUIRED AUTHORIZATIONS:**

Todd Osburn, Human Resources Management Department, 854-2744

Diane Blankenship, Human Resources Management Department, 854-9170

Leroy Nellis, Planning and Budget Office, 854-9106

Cheryl Aker, County Judge's Office, 854-9555

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



**Human-Resources Management Department**

700 Lavaca Street, 4<sup>th</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

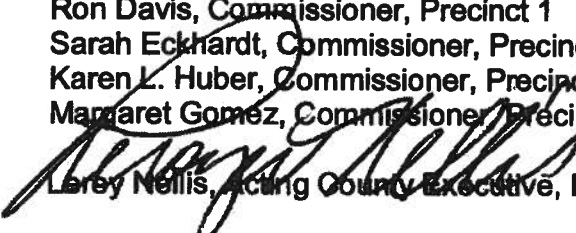
• (512) 854-9165 / FAX (512) 854-9757


**February 7, 2012**

**ITEM # :**

**DATE:** January 27, 2012

**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:**  Lorey Nellis, Acting County Executive, Planning and Budget

**FROM:** Diane Blankenship, Director, HRMD 

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 5.**

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**Tax Collector** requests approval for a salary adjustment that exceeds 10% above midpoint – Travis County Code § 10.03002, Slot 32, Administrative Asst II, PG 13. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

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If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

LN/DB/TLO

**Attachments**

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

**WEEKLY PERSONNEL AMENDMENTS - ROUTINE**

<b>NEW HIRES</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>	
Constable 2	48	Court Clerk I*	13 / \$30,380.80	13 / \$30,380.80	
County Atty	185	Victim Counselor Sr	16 / Minimum / \$37,024.00	16 / Minimum / \$37,024.00	
JP Pct 5	10	Court Clerk I	13 / \$31,492.64	13 / \$31,492.64	
Juvenile Probation	291	Cook	8 / Level 3 / \$23,483.20	8 / Level 3 / \$23,483.20	
Juvenile Probation	627	Juvenile Rsdntl Trt Ofcr Sr	15 / Minimum / \$34,608.50	15 / Minimum / \$34,608.50	
Sheriff	142	Deputy Sheriff Law Enforcement**	72 / Step 1 / \$46,622.16	72 / Step 1 / \$46,622.16	
Sheriff	152	Deputy Sheriff Law Enforcement**	72 / Step 1 / \$46,622.16	72 / Step 1 / \$46,622.16	
Sheriff	203	Deputy Sheriff Law Enforcement**	72 / Step 1 / \$46,622.16	72 / Step 1 / \$46,622.16	
Sheriff	1455	Deputy Sheriff Law Enforcement**	72 / Step 5 / \$50,465.79	72 / Step 5 / \$50,465.79	
Sheriff	1626	Security Coord	12 / Level 3 / \$30,804.80	12 / Level 3 / \$30,804.80	
Sheriff	1876	Registered Charge Nurse	21 / Midpoint / \$64,918.26	21 / Midpoint / \$64,918.26	
Sheriff	1889	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77	
TNR	202	Office Spec	10 / Level 5 / \$28,371.20	10 / Level 5 / \$28,371.20	
Temporary to Regular			Actual vs Authorized		

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
Constable 5	20018	ACC Intern	98 / \$15.00	98 / \$15.00	02
County Atty	20002	Office Asst	8 / \$10.36	8 / \$10.36	02
County Atty	20003	Office Asst	8 / \$10.36	8 / \$10.36	02
County Atty	20013	Office Asst	8 / \$10.36	8 / \$10.36	02
County Atty	20017	Office Asst	8 / \$10.36	8 / \$10.36	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05) (Includes Retirement Benefits)					

<b>TEMPORARY APPOINTMENTS</b>					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	Temporary Status Type Code
County Clerk	20016	Office Asst	8 / \$10.36	8 / \$10.36	02
JP Pct 1	20008	ACC Intern	98 / \$15.00	98 / \$15.00	02
Juvenile Public Defender	20004	Attorney I	21 / \$24.97	21 / \$24.97	02
Records Mang & Comm Resrc	20009	ACC Intern	98 / \$15.00	98 / \$15.00	02
Tax Collector	50044	Administrative Asst I	11 / \$12.70	11 / \$12.70	05
Tax Collector	50053	Administrative Asst I	11 / \$12.70	11 / \$12.70	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, Includes Retirement Benefits)					

<b>CAREER LADDERS - POPS</b>						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Constable 3	10	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$47,942.75	\$52,441.17	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1113	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$46,622.16	\$49,979.07	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1382	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
*Actual vs Authorized						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot - Position Title - Grade - Salary</b>	<b>Dept. (To)</b>	<b>Slot - Position Title - Grade - Salary</b>	<b>Comments</b>
<b>District Atty</b>	Slot 176 / Attorney VI / Grd 28 / \$90,713.42	<b>District Atty</b>	Slot 177 / Attorney VI / Grd 28 / \$90,713.42	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>District Atty</b>	Slot 177 / Attorney VI / Grd 28 / \$85,924.80	<b>District Atty</b>	Slot 176 / Attorney VI / Grd 28 / \$85,924.80	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>District Clerk</b>	Slot 58 / Court Clerk Asst* / Grd 11 / \$29,375.13	<b>District Clerk</b>	Slot 58 / Court Clerk I / Grd 13 / \$31,158.40	Promotion. Pay is between min and midpoint of pay grade.
<b>HHS</b>	Slot 54 / Case Worker / Grd 15 / \$38,759.76	<b>HHS</b>	Slot 54 / Case Worker / Grd 15 / \$40,830.40	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Juvenile Probation</b>	Slot 429 / Juvenile Rsdntl Trt Ofcr I* / Grd 12 / \$31,904.34	<b>Juvenile Probation</b>	Slot 416 / Juvenile Detention Ofcr I* / Grd 12 / \$31,904.34	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 214 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$65,804.96	<b>Sheriff</b>	Slot 141 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$65,804.96	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 463 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	<b>Sheriff</b>	Slot 581 / Deputy Sheriff Law Enforcement* / Grd 72 / \$46,622.16	Promotion. Peace Officer Pay Scale (POPS).
<b>Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot - Position Title - Grade - Salary</b>	<b>Dept. (To)</b>	<b>Slot - Position Title - Grade - Salary</b>	<b>Comments</b>
<b>Sheriff</b>	Slot 710 / Office Spec Sr / Grd 12 / \$36,402.91	<b>Sheriff</b>	Slot 623 / Law Enforcement Spec / Grd 13 / \$38,223.05	Promotion. Pay is between midpoint and max of pay grade.
<b>Sheriff</b>	Slot 1539 / Security Coord / Grd 12 / \$28,323.10	<b>Sheriff</b>	Slot 1886 / Cadet / Grd 80 / \$34,594.77	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
<b>Tax Collector</b>	Slot 124 / Tax Spec II / Grd 14 / \$33,540.38	<b>Tax Collector</b>	Slot 111 / Tax Spec III / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
<b>TNR</b>	Slot 364 / Financial Analyst* / Grd 17 / \$49,760.21	<b>ITS</b>	Slot 119 / Financial Analyst / Grd 17 / \$49,760.21	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
<b>Actual vs. Authorized</b>				

<b>AD HOC CLASSIFICATION CHANGE</b>							
<b>Dept.</b>	<b>Slot #</b>	<b>Current</b>			<b>HRMD Recommends</b>		
		<b>Auth Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>
<b>Pretrial Services</b>	88	Counselor Sr / 16170	NE	16	Chem Dependency Counselor Sr / 16076	NE	16
<b>Department requests in order to meet departmental needs.</b>							

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**SECTION B: NON-ROUTINE PERSONNEL ACTIONS**

<b>NON-ROUTINE ACTIONS</b>				
<b>Dept. (From)</b>	<b>Slot - Position Title - Grade - Salary</b>	<b>Dept. (To)</b>	<b>Slot - Position Title - Grade - Salary</b>	<b>Comments</b>
<b>Tax Collector</b>	Slot 32 / Administrative Asst II / Grd 13 / \$41,917.68	<b>Tax Collector</b>	Slot 32 / Administrative Asst II / Grd 13 / \$43,846.40	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
<b>Tax Collector</b>	Slot 38 / Tax Spec I / Grd 12 / \$36,529.01	<b>Tax Collector</b>	Slot 87 / Administrative Asst II / Grd 13 / \$39,451.33	Promotion. Pay is above midpoint and greater than a 5% increase in salary. Travis County Code § 10.03008.

**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*

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

## MEMORANDUM

DATE: January 27, 2012

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: Leroy Nellis, Acting County Executive, Planning & Budget Office

FROM: Diane Blankenship, Director of Human Resources

SUBJECT: Tax Office Non-Routine Salary Actions, Slots 32, 87

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

### Tax Office Requests:

#### Request #1 (slot 32)

The Tax Office requests approval to grant a salary adjustment to one Administrative Assistant II (Slot #32). The proposed salary increase is in the amount of \$1,928.72, which translates to an increase of 4.60%. The specifics of the proposed action are shown below:

<u>Slot #</u>	<u>Title</u>	<u>PG</u>	<u>From</u>	<u>To</u>
32	Administrative Asst II	13	\$41,917.68	\$43,846.40

### 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.

**Request #2 (slot 87)**

The Tax Office requests approval to promote one Tax Specialist I (Slot #38) to an Administrative Assistant II (Slot #87) and provide a pay increase in the amount of \$2,922.32 which translates to an increase of 8.00%. The specifics of the proposed action are shown below:

**From:**

<u>Slot #</u>	<u>Department</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
38	Tax Office	Tax Specialist I	12	\$36,529.01

**To:**

<u>Slot #</u>	<u>Department</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
87	Tax Office	Admin Assistant II	13	\$39,451.33

**Policy:**

Travis County Code §10.03008(b)(3) states that Elected/Appointed Officials and Department Heads have flexibility in determining the amount of pay increase accompanying promotions but that any increase "above midpoint and greater than a 5% increase in the employee's current salary" must be approved by Commissioners Court.

**Recommendations:**

HRMD recommends approval of both requests. For *Request #1*, the employee is already beyond the 'midpoint plus 10%' mark that triggers a non-routine action. The salary action simply takes the employee to the maximum of the pay range. The amount of the increase is not excessive.

For *Request #2*, the promotion to Administrative Assistant II is consistent with HRMD's analysis. The proposed salary is both above midpoint and more than 5%, which is what is triggering a non-routine action. The proposed salary is between midpoint and 10% above midpoint. The percentage increase (8%) is on the higher end for a one pay grade increase in Travis County, but well within standard compensation practices.

The Planning & Budget Office (PBO) has confirmed that the Office has sufficient permanent salary savings to fund these actions.

8



COMMUNICATIONS SECTION

[www.traviscountytax.org](http://www.traviscountytax.org)

(512) 854-9473

**Tina Morton**  
Travis County Tax Assessor-Collector  
& Voter Registrar

**Main Office:** 5501 Airport Blvd.  
Austin, TX 78751-1410

Date: January 23, 2012

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: Diane Blankenship, Director of HRMD  
Diana Ramirez, PBO

FROM: Tina Morton, Tax Assessor-Collector

SUBJECT: Tax Office Personnel Action Forms

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Attached are **two** personnel action forms for review and approval.

The first personnel action form moves Tax Specialist 1 (Slot 38) to Administrative Assistant II (Slot 87). This action increases salary by 8% from \$36,529 to \$39,451. The second action adjusts (Slot 32) from \$41,917 to \$43,846, a 4% increase. We believe these two positions have been historically underpaid and this action brings both into line with internal equity.

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All personnel actions are funded with the current budget. Please contact me at 854-9005 if there are any questions or concerns.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By/Phone Number:** Dana Hess/ 854-2743

**Elected/Appointed Official/Dept. Head:**

Diane Blankenship, Director, HRMD / 854-9170

Leroy Nellis, Interim County Executive, PBO / 854-9106

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

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the deletion of Chapter 16: Leadership Training – Funding Guidelines and addition of the Leadership Training – Funding Guidelines to Chapter 10 (Sections 10.0191 – 10.0196) as per Commissioners Court approval on February 20, 1996.

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

On February 20, 1996, Commissioners Court approved Leadership Training – Funding Guidelines directing the guidelines to be placed in Chapter 10 of Travis County policies. However, the Leadership Training – Funding Guidelines became a stand-alone Chapter 16.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval and adoption of the attached revision.

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

None identified.

### **REQUIRED AUTHORIZATIONS:**

Diane Blankenship, Director, HRMD, 854-9170

Leroy Nellis, Interim County Executive, PBO, 854-9106

Cheryl Aker, County Judge's Office, 854-9555

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a single pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# HRMD

*Human Resources Management Department*

700 Lavaca Street, 4<sup>th</sup> Floor

• Suite 420

• Austin, Texas 78701

• (512) 854-9165 / FAX(512) 854-4203

## MEMORANDUM

January 30, 2012

**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

**FROM:** Dana Hess, Employment Specialist, HRMD

**VIA:** Diane Blankenship, Director, HRMD

A handwritten signature in black ink, appearing to be "DB", written over the name Diane Blankenship.

**SUBJECT:** Leadership Training – Funding Guidelines

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### **Proposed Motion:**

Discuss and take appropriate action on the deletion of Chapter 16: Leadership Training – Funding Guidelines and subsequent addition of Leadership Training – Funding Guidelines to Chapter 10 (Sections 10.0191 – 10.0196).

### **Summary and Recommendation:**

As per Commissioners Court approval on February 20, 1996, Leadership Training – Funding Guidelines was to be added to Chapter 10 (Sections 10.0191 – 10.0196) in the benefits area of the chapter. Instead, it has solely resided in Chapter 16. Movement of these guidelines to the benefits area of Chapter 10 not only follows Commissioners Court direction, but also is appropriate as funding leadership training is one of many Travis County benefits.

### **Budgetary and Fiscal Impact:**

None identified.

### **Issues and Opportunities:**

The movement of these guidelines to the benefits area of Chapter 10 follows Commissioners Court direction and places funding leadership training in the same chapter/area as Travis County benefits.

**§ 10.0191 Leadership Training-Funding Guidelines**

**§ 10.0192 Purpose**

The purpose of this policy is to benefit Travis County and the community by providing an opportunity for county employees to participate in leadership training as funds are available and to provide written guidelines for consideration in awarding of those funds. This program is separate from the Tuition Refund Program and will not overlap.

**§ 10.0193 Program Criteria**

(a) Eligibility

- (1) All Travis County employees are eligible to apply for financial assistance to attend a leadership-training program.
- (2) Any department or group of employees may also apply for financial assistance to sponsor an in-service leadership program.

(b) Program Content. The program should offer training and skills to the participant, which would result in direct benefit to Travis County by providing the following:

- (1) Training or improving the leadership skills and abilities of the participant.
- (2) Networking opportunities with other community leaders on community issues.
- (3) A curriculum, which includes issues such as
  - (A) community projects,
  - (B) diversity,
  - (C) public service,
  - (D) employee development,
  - (E) organizational development,
  - (F) leadership skills, and
  - (G) empowerment; and
- (4) the opportunity for applicants to learn about broad-based community issues that affect Travis County citizens and to interact with individuals in the public and private sectors.

**§ 10.0194 Application Process**

(a) The employees or department shall submit a Memorandum of Request to the Human Resources Management Department (HRMD) which includes:

- (1) employee's name and department.
  - (2) name of the program.
  - (3) program curriculum.
  - (4) total costs of the requested program,
  - (5) comprehensive explanation of the benefits his or her attendance would have for Travis County.
  - (6) supervisor and elected or appointed official's Statement of Support, and
  - (7) supervisor's approval if requested attendance is during regular work hours.
-

- (b) All applicants are encouraged to pursue program scholarships and/or departmental training funds prior to submitting an application and to provide evidence of that attempt with the application.
- (c) All applications should be pre-approved prior to beginning a program. Failure to get pre-approval could negatively impact the funding decision.

**§ 10.0195 Awards**

- (a) Final awards will be made by Commissioners Court, and sole discretion remains with the Travis County Commissioners Court.
- (b) Disbursement of Funds
  - (1) Awards will be paid directly to the organization sponsoring the program unless the employee has paid the fees and is seeking reimbursement. All requests for reimbursement must include necessary documentation of payment and be submitted within 30 days after payment was made to the organization.
  - (2) All employees are required to complete their program. Employees who fail to complete programs for which they have received awards will be required to reimburse the county unless there are major compelling reasons for non-completion, as determined by the Travis County Commissioners Court.

**§10.0196 Amount of Allocation**

- (a) Each employee who applies for an award under this policy will be eligible to receive an award that will cover 80 percent of tuition and fees up to \$800 per employee, per fiscal year.
-



## **Chapter 16. Leadership Training-Funding Guidelines**

### **§ 16.001 Purpose**

The purpose of this policy is to benefit Travis County and the community by providing an opportunity for county employees to participate in leadership training as funds are available and to provide written guidelines for consideration in awarding of those funds. This program is separate from the Tuition Refund Program and will not overlap.

### **§ 16.002 Program Criteria**

- (a) Eligibility
  - (1) All Travis County employees are eligible to apply for financial assistance to attend a leadership-training program.
  - (2) Any department or group of employees may also apply for financial assistance to sponsor an in-service leadership program.
  
- (b) Program Content. The program should offer training and skills to the participant, which would result in direct benefit to Travis County by providing the following:
  - (1) Training or improving the leadership skills and abilities of the participant.
  - (2) Networking opportunities with other community leaders on community issues.
  - (3) A curriculum, which includes issues such as
    - (A) community projects,
    - (B) diversity,
    - (C) public service,
    - (D) employee development,
    - (E) organizational development,
    - (F) leadership skills, and
    - (G) empowerment; and
  
  - (4) the opportunity for applicants to learn about broad-based community issues that affect Travis County citizens and to interact with individuals in the public and private sectors.

**§ 16.003      Application Process**

- (a) The employees or department shall submit a Memorandum of Request to the Human Resources Management Department (HRMD) which includes:
  - (1) employee's name and department.
  - (2) name of the program.
  - (3) program curriculum.
  - (4) total costs of the requested program,
  - (5) comprehensive explanation of the benefits his or her attendance would have for Travis County.
  - (6) supervisor and elected or appointed official's Statement of Support, and
  - (7) supervisor's approval if requested attendance is during regular work hours.
- (b) All applicants are encouraged to pursue program scholarships and/or departmental training funds prior to submitting an application and to provide evidence of that attempt with the application.
- (c) All applications should be pre-approved prior to beginning a program. Failure to get pre-approval could negatively impact the funding decision.

**§ 16.004      Awards**

- (a) Final awards will be made by Commissioners Court, and sole discretion remains with the Travis County Commissioners Court.
- (b) Disbursement of Funds
  - (1) Awards will be paid directly to the organization sponsoring the program unless the employee has paid the fees and is seeking reimbursement. All requests for reimbursement must include necessary documentation of payment and be submitted within 30 days after payment was made to the organization.
  - (2) All employees are required to complete their program. Employees who fail to complete programs for which they have received awards will be required to reimburse the county unless there are major compelling reasons for non-completion, as determined by the Travis County Commissioners Court.

**§16.005      Amount of Allocation**

- (a) Each employee who applies for an award under this policy will be eligible to receive an award that will cover 80 percent of tuition and fees up to \$800 per employee, per fiscal year.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By/Phone Number:** John Pena, CTPM; Marvin Brice, CPPB

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, Purchasing Agent

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

**Agenda Language:**

APPROVE ISSUANCE OF JOB ORDER NO. 5, WATER DAMAGE REMEDIATION, MOLD DAMAGE REMEDIATION AND DECONTAMINATION SERVICES, CONTRACT NO. 11K00092JE, BLACKMON MOORING OF TEXAS, INC.

Ø **Purchasing Recommendation and Comments:**

Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This contract requires the vendor to provide water damage remediation, mold damage remediation and decontamination services throughout the county.

Risk Management request approval for issuance of Job Order No. 5 to Blackmon Mooring of Texas, Inc. This job order is for emergency services as a result of a broken water line that flooded courtrooms and adjoining offices from the 5<sup>th</sup> floor through the 1<sup>st</sup> floor of the Blackwell-Thurman Criminal Justice Center at 509 W. 11<sup>th</sup>. Upon approval, Job Order No. 5 will be issued for the payment of the total negotiated cost of \$113,911.80.

Ø **Contract Expenditures:** Within the last 11 months \$54,569.30 has been spent against this contract.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Ø **Contract Modification Information:**

Modification Amount: N/A (As needed basis)

Modification Type: Annual Contract

Modification Period: N/A

Ø **Solicitation-Related Information:** N/A

Solicitations Sent: Responses Received:

HUB Information: % HUB Subcontractor:

Ø **Special Contract Considerations:** N/A

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 550591

Funding Account(s): 525-1140-522-4506

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Blackmon Mooring of Texas, Inc.  
Attn: Mark Roth  
4616 W. Howard Lane, Bldg. 7, Suite 700  
Austin, Texas 78728

- A. TASK ORDER NO. 5, WHICH REQUIRE'S BLACKMON MOORING OF TEXAS, INC., TO COMPLETE EMERGENCY SERVICES DUE TO A BROKEN WATER LINE RESULTING IN INTERIOR FLOODING OF FIVE (5) FLOORS IN THE TRAVIS COUNTY, BLACKWELL-THURMAN CRIMINAL JUSTICE CENTER LOCATED AT 509 W. 11<sup>TH</sup> STREET, AUSTIN, TEXAS, PER CONTRACT REQUIREMENTS, BLACKMON MOORING OF TEXAS, INC.'S QUOTE, SCOPE OF WORK, PLANS & SPECIFICATIONS, AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF **\$113,911.80** IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. NOTICE TO PROCEED HAS ALREADY BEEN VERBALLY ISSUED.

BLACKMON MOORING OF TEXAS, INC.

Mark Roth 1-22-2012  
MARK ROTH DATE  
COMMERCIAL MANAGER

TRAVIS COUNTY

Cyd V. Grimes 1/23/12  
CYD V. GRIMES, C.P.M. DATE  
PURCHASING AGENT

\_\_\_\_\_  
SAMUEL T. BISCOE DATE  
TRAVIS COUNTY JUDGE



**BLACKMON-MOORING**

4616 W. Howard Lane Bldg 7 # 700

Austin, Texas 78728

Federal Tax ID: 74-1944162 / 512-730-1948 / FAX: 512-835-2140

**Customer Name:** Travis County  
1010 Lavaca St,  
Austin, TX 78701  
Lloyd Evans

**Invoice No:** 10610500  
**Date:** 01/05/12

**Appointment No:** 10610500  
**Payment Term:** UPON RECEIPT

**Bill To:** above

**Amount Due:** \$113,911.80

**Remit To:** Blackmon-Mooring of Austin, Inc.  
Attn: Accounts Receivable  
4616 W. Howard Ln. Bldg 7 # 700  
Austin, Texas 78728

**Worksite:** Travis County-Blackwell-Thurman Criminal  
509 W. 11TH St.

**BMS Rep:** Mark Roth  
**Telephone:** 512 583-0807

Description Of Work	Amount	Credit	Total
Approved Restoration Services			
Water Damage per attachment...	\$113,911.80		\$113,911.80

**Sub Total** \$113,911.80  
**Tax** \$0.00

**Balance Due:** \$113,911.80

CJC WATER EVENT  
CLAIM NO. P12373500560401  
DOL: 12-23-2011  
PROJECT CODE: AR0627  
REQ NO. 550591

**Blackmon Mooring**

4616 W. Howard Lane  
 Bld.7, Suite 700  
 Austin, TX 78728

TRAVISCTY10610500

**Emergency Services**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
31. Emergency Service Call and Inspection 3 person	1.00 EA	0.00	125.00	125.00
92. Content Manipulation and Furniture Handling	25.00 HR	0.00	26.50	662.50
35. Supervisor	35.75 HR	0.00	32.50	1,161.88
36. Skilled Labor-12-23-2011 (Ladies)- Debris removal and cleanup	26.00 HR	0.00	26.50	689.00
81. Rags	0.50 BX	0.00	20.00	10.00
84. Duct Tape	3.00 RL	0.00	4.75	14.25
85. Trash Bags	4.00 BX	0.00	65.00	260.00
32. Truck Mounted extraction vacuum	1.00 EA	0.00	45.00	45.00
18. Remove wet ceiling tiles-	2,040.00 SF	0.00	0.39	795.60
30. Water extraction from floor	23,758.00 SF	0.00	0.28	6,652.24
22. Apply anti-microbial to flooring-5 floors	23,758.00 SF	0.00	0.16	3,801.28
19. Remove Base for Disposal	2,899.00 LF	0.00	0.59	1,710.41
21. Dry wall cavity, including drilling holes in wall-Skilled labor	2,899.00 LF	0.00	0.69	2,000.31
29. Equipment setup-Skilled Labor	40.00 HR	0.00	26.50	1,060.00
34. Dump Charges-Clean water damaged material	550.00 CF	0.00	1.00	550.00
125. Latex gloves	24.00 EA	0.00	2.00	48.00

Totals: Emergency Services

19,585.47

**Day 2 Cleanup**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
37. Skilled Labor-Cleaning all 5 floors-12- 24-2011	40.00 HR	0.00	26.50	1,060.00
53. Supervisor- 12-24-2011	31.75 HR	0.00	32.50	1,031.88
86. Duct Tape	1.00 RL	0.00	4.75	4.75
87. Rags	0.50 BX	0.00	20.00	10.00
88. Trash Bags	0.25 BX	0.00	65.00	16.25
120. HEPA Vacuum-6 Gallon	2.00 EA	0.00	22.00	44.00

TRAVISCTY10610500

1/6/2012

Page: 2

**Blackmon Mooring**

4616 W. Howard Lane  
Bld.7, Suite 700  
Austin, TX 78728

**CONTINUED - Day 2 Cleanup**

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TOTAL</b>
126. Latex gloves	7.00 EA	0.00	2.00	14.00
<b>Totals: Day 2 Cleanup</b>				<b>2,180.88</b>

**Day 4 Cleanup**

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TOTAL</b>
45. Skilled Labor-Cleaning all 5 floors-12-26-2011	17.00 HR	0.00	26.50	450.50
54. Supervisor-12-26-2011	23.50 HR	0.00	32.50	763.75
90. Rags	1.00 BX	0.00	20.00	20.00
91. Trash Bags	0.10 BX	0.00	65.00	6.50
121. HEPA Vacuum-6 Gallon	2.00 EA	0.00	22.00	44.00
127. Latex gloves	5.00 EA	0.00	2.00	10.00
<b>Totals: Day 4 Cleanup</b>				<b>1,294.75</b>

**Day 5 Cleanup**

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TOTAL</b>
58. Skilled Labor-12-27-2011	26.00 HR	0.00	26.50	689.00
59. Supervisor-12-27-2011	19.50 HR	0.00	32.50	633.75
93. Rags	1.00 BX	0.00	20.00	20.00
94. Trash Bags	0.25 BX	0.00	65.00	16.25
122. HEPA Vacuum-6 Gallon	2.00 EA	0.00	22.00	44.00
128. Latex gloves	6.00 EA	0.00	2.00	12.00
<b>Totals: Day 5 Cleanup</b>				<b>1,415.00</b>

**Day 6 Cleanup**

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TOTAL</b>
71. Skilled Labor-12-28-2011	11.00 HR	0.00	26.50	291.50
TRAVISCTY10610500			1/6/2012	



**Blackmon Mooring**

4616 W. Howard Lane  
 Bld.7, Suite 700  
 Austin, TX 78728

**CONTINUED - Day 6 Cleanup**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
72. Supervisor - 12-28-2011	24.50 HR	0.00	32.50	796.25
95. Provide box, packing paper & tape - small size- on 12-28-2011	40.00 EA	0.00	2.28	91.20
129. Latex gloves	5.00 EA	0.00	2.00	10.00
<b>Totals: Day 6 Cleanup</b>				<b>1,188.95</b>

**Demo- Day 7**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
55. Demolition of water damaged sheet rock wall- 5th Floor- 12-29-2011	271.00 SF	0.00	0.48	130.08
62. Apply anti-microbial agent to same areas wall cavities- 5th Floor-12-29-2011	271.00 SF	0.00	0.16	43.36
63. Demolition of water damaged sheet rock wall- 4th Floor-12-29-2011	728.00 SF	0.00	0.48	349.44
64. Apply anti-microbial agent to same areas wall cavities- 4th Floor-12 29-2011	728.00 SF	0.00	0.16	116.48
77. Skilled Labor-12-29-2011	31.50 HR	0.00	26.50	834.75
78. Supervisor- 12-29-2011	34.00 HR	0.00	32.50	1,105.00
96. Duct Tape	2.00 RL	0.00	4.75	9.50
97. Rags	3.00 BX	0.00	20.00	60.00
98. Trash Bags	3.00 BX	0.00	65.00	195.00
99. Polyethylene Plastic Sheeting	2.00 RL	0.00	69.00	138.00
100. Layflat plastic tubing-Courtroom Drying	1.00 RL	0.00	55.00	55.00
130. Latex gloves	5.00 EA	0.00	2.00	10.00
123. HEPA Vacuum-6 Gallon	3.00 EA	0.00	22.00	66.00
56. Dump Charges-Clean water damaged material	180.00 CF	0.00	1.00	180.00
<b>Totals: Demo- Day 7</b>				<b>3,292.61</b>

**Demo- Day 8**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
TRAVISCTY10610500			1/6/2012	Page: 4

**Blackmon Mooring**

4616 W. Howard Lane  
Bld.7, Suite 700  
Austin, TX 78728

**CONTINUED - Demo- Day 8**

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TOTAL</b>
102. Demolition of water damaged sheet rock wall- 3rd Floor-12-30-2011	412.00 SF	0.00	0.48	197.76
103. Apply anti-microbial agent to same areas wall cavities- 3rd Floor-12-30-2011	412.00 SF	0.00	0.16	65.92
104. Demolition of water damaged sheet rock wall- 2nd Floor-12-30-2011	235.00 SF	0.00	0.48	112.80
105. Apply anti-microbial agent to same areas wall cavities- 2nd Floor-12-30-2011	235.00 SF	0.00	0.16	37.60
106. Demolition of water damaged sheet rock wall- 1st Floor-12-30-2011	14.00 SF	0.00	0.48	6.72
107. Apply anti-microbial agent to same areas wall cavities- 1st Floor-12-30-2011	14.00 SF	0.00	0.16	2.24
118. Skilled Labor-12-30-2011	58.00 HR	0.00	26.50	1,537.00
119. Supervisor- 12-30-2011	31.50 HR	0.00	32.50	1,023.75
108. Duct Tape	3.00 RL	0.00	4.75	14.25
109. Rags	1.50 BX	0.00	20.00	30.00
110. Trash Bags	3.20 BX	0.00	65.00	208.00
131. Latex gloves	12.00 EA	0.00	2.00	24.00
111. Polyethylene Plastic Sheeting	2.00 RL	0.00	69.00	138.00
112. Dump Charges-Clean water damaged material	110.00 CF	0.00	1.00	110.00
124. HEPA Vacuum-6 Gallon	3.00 EA	0.00	22.00	66.00
<b>Totals: Demo- Day 8</b>				<b>3,574.04</b>

**Day 9 Clean**

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TOTAL</b>
132. Skilled Labor-12-31-2011	54.50 HR	0.00	26.50	1,444.25
133. Supervisor- 12-31-2011	21.50 HR	0.00	32.50	698.75
<b>Totals: Day 9 Clean</b>				<b>2,143.00</b>

**Day 10 Clean**

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TOTAL</b>
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TRAVISCTY10610500

1/6/2012

Page: 5

**Blackmon Mooring**

4616 W. Howard Lane  
 Bld.7, Suite 700  
 Austin, TX 78728

**CONTINUED - Day 10 Clean**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
148. Skilled Labor-2-1-2011	18.00 HR	0.00	26.50	477.00
149. Supervisor- 2-1-2011	9.00 HR	0.00	32.50	292.50
<b>Totals: Day 10 Clean</b>				<b>769.50</b>

**Jan 6 Courtroom Work**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
140. Skilled Labor-12-31-2011	16.00 HR	0.00	26.50	424.00
141. Supervisor- 12-31-2011	8.00 HR	0.00	32.50	260.00
142. Duct Tape	1.00 RL	0.00	4.75	4.75
143. Trash Bags	0.15 BX	0.00	65.00	9.75
144. HEPA Vacuum-6 Gallon	1.00 EA	0.00	22.00	22.00
145. Latex gloves	3.00 EA	0.00	2.00	6.00
146. Polyethylene Plastic Sheeting	1.00 RL	0.00	69.00	69.00
<b>Totals: Jan 6 Courtroom Work</b>				<b>795.50</b>

**Clean Carpet**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
24. Clean and deodorize carpet -affected area 5 floors- 12-31-2011	16,500.00 SF	0.00	0.27	4,455.00
113. Content Manipulation and Furniture Handling	21.00 HR	0.00	26.50	556.50
<b>Totals: Clean Carpet</b>				<b>5,011.50</b>

**Drying Equipment**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
12. Air mover (per 24 hour period) - No monitoring- 168 unit x 5 days ea-	840.00 EA	0.00	25.00	21,000.00

**Blackmon Mooring**

4616 W. Howard Lane  
Bld.7, Suite 700  
Austin, TX 78728

**CONTINUED - Drying Equipment**

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TOTAL</b>
13. Dehumidifier (per 24 hour period) - XLarge - No monitoring- 46 units x 5 days ea	230.00 EA	0.00	100.00	23,000.00
25. Air mover (per 24 hour period) - No monitoring- 115 unit x 1 days ea	115.00 EA	0.00	25.00	2,875.00
26. Dehumidifier (per 24 hour period) - XLarge - No monitoring- 32 units x 1 days ea	32.00 EA	0.00	100.00	3,200.00
51. Air mover (per 24 hour period) - No monitoring- 93 unit x 1 days ea	93.00 EA	0.00	25.00	2,325.00
52. Dehumidifier (per 24 hour period)- XLarge - No monitoring- 25 units x 1 days ea	25.00 EA	0.00	100.00	2,500.00
60. Air mover (per 24 hour period) - No monitoring- 72 unit x 1 days ea	72.00 EA	0.00	25.00	1,800.00
61. Dehumidifier (per 24 hour period) - XLarge - No monitoring- 17 units x 1 days ea	17.00 EA	0.00	100.00	1,700.00
114. Air mover (per 24 hour period) - No monitoring- 46 unit x 3 days ea	138.00 EA	0.00	25.00	3,450.00
115. Dehumidifier (per 24 hour period) - XLarge - No monitoring- 11 units x 3 days ea	33.00 EA	0.00	100.00	3,300.00
116. Air mover (per 24 hour period) - No monitoring- 5 unit x 1 days ea	5.00 EA	0.00	25.00	125.00
117. Dehumidifier (per 24 hour period) - XLarge - No monitoring- 1 units x 1 days ea	1.00 EA	0.00	100.00	100.00
40. Monitoring-Skilled Labor-During entire project	54.00 HR	0.00	26.50	1,431.00
136. Skilled Labor-1-2-2012 -Pickup Equipment	12.00 HR	0.00	26.50	318.00
137. Supervisor- 1-2-2012 -Pickup Equipment	12.00 HR	0.00	32.50	390.00
138. Power distribution box- 4 boxes x 7 days ea = 28	28.00 DA	0.00	25.95	726.60
139. Air Scrubbers-15 units x 5 days ea	65.00 EA	0.00	65.00	4,225.00
147. Air Scrubbers-1 units x 3 days ea- Court Room Demo Jan 6-2012	3.00 EA	0.00	65.00	195.00
<b>Totals: Drying Equipment</b>				<b>72,660.60</b>
<b>Line Item Totals: TRAVISCTY10610500</b>				<b>113,911.80</b>

**Blackmon Mooring**

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4616 W. Howard Lane  
Bld. 7, Suite 700  
Austin, TX 78728

**Summary for Dwelling**

Line Item Total	113,911.80
Replacement Cost Value	<u>\$113,911.80</u>
Net Claim	<u><u>\$113,911.80</u></u>



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MARK ROTH

## Blackmon Mooring

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4616 W. Howard Lane  
Bld.7, Suite 700  
Austin, TX 78728

Insured: Travis County - Blackwell-Thurman Criminal Justice  
Center -Lloyd

Fax: (512) 854-9757

Billing: Chuck Watts/ 1010 Lavaca St.  
Austin, TX 78701

Mobile: (512) 844-2822

Business: (512) 854-9586

Home:

Property: 509 W. 11th St.  
Austin, TX 78701

Estimator: MARK ROTH  
Company: Blackmon Mooring

Business: (512) 563-0807

Reference:  
Company: Repeat

Claim Number:

Policy Number:

Type of Loss: Water Damage

Date Contacted: 12/23/2011

Date of Loss: 12/23/2011

Date Inspected: 12/23/2011

Date Received: 12/23/2011

Date Entered: 12/26/2011

Price List: TRAINING  
Restoration/Service/Remodel  
Estimate: TRAVISCTY10610500

<sup>12-23-11</sup>  
BMS received a call at 8:03 am on ~~10-3-2011~~ from Lloyd of Travis County in regard to a water damage occurrence at 509 W. 11th St. at the Blackwell-Thurman Criminal Justice Center in Austin Texas on 5 floors of building. Mark Roth of BMS arrived on site at 8:31 am to inspect damage with Lloyd of Travis County. Upon arrival of several crews BMS will extract water on all 5 floors, remove wet ceiling tiles for disposal, remove cove base for disposal, drill holes, apply biocide, move contents and block and pad furniture as needed and set up drying equipment for structure.

Upon further examination it was found there is insulation in some interior walls that have received water damage and BMS recommends maybe a third party consultant to evaluate.

During walk through of facility on 12-27-2011 BMS and Travis County agreed on a consultant and RIMKUS has been hired to evaluate conditions also.

On 12-29-2011 at 9 am an adjuster -William Grace with FM Global visited site and walked all 5 floors of damage with Travis County and BMS. Removal of more materials was discussed and BMS will work with Rimkus Consultants on removal of remaining structural substrates as need.

In removal of sheet rock BMS will utilize hepa air scrubbers to minimize mess and set up containment barriers as needed. BMS has completed removal of materials and cleaned all carpet on 12-31-2011. All equipment has been picked up on job on 1-3-2012.

BMS will continue in drying structure and coordinate with Travis County, adjuster William Grace and Rimkus Consulting.

If at anytime you have any questions do not hesitate to call Mark Roth at 563-0807.

File No. 10610500



Blackmon Mooring of Austin, Inc.  
4818 West Howard Lane, Bldg. 7, Ste. 700  
Austin, Texas 78728

Tax ID # 74-1844162  
Telephone (877) 730-1828  
Telecopier (512) 835-2140

### STATEMENT OF WORK COMPLETE

CLIENT: Travis County HHS Courthouse

PROPERTY LOCATION: 509 W 11th St. Austin, Tx

WORK: Per Estimate and/or Scope of Work dated \_\_\_\_\_

Client acknowledges having fully inspected the work performed by Blackmon-Mooring or its subcontractors to Client's Property. All the work and services promised to have been completed fully and to Client's satisfaction. Client further acknowledges that the work complies with the requirements of our agreement, and there are no other services or work that need to be completed or corrected by Blackmon-Mooring.

Client hereby accepts custody and control of Property as of this date in its current condition and releases Blackmon-Mooring from further responsibility with regard to said Property.

Client does hereby agree to and authorize payment of any remaining amounts due for the services rendered by Blackmon-Mooring.

CLIENT:

COMPANY NAME (if applicable) \_\_\_\_\_

Mark E Buchanan  
Signature

Printed Name: MARK E BUCHANAN

Title (if applicable): FACILITY COORDINATOR

Date: 1/2/15

All areas dry except 3rd floor courtroom ceiling. Travis County is aware and will schedule demo of this area at their convenience.

Requisition number . . . . . 0000550591  
 Requisition date . . . . . 1/17/12  
 Total for the requisition . . . . . 113,911.80

Line#	Expense Acct	Project	Percent	Amount
1	52511405224506	AR0627	100.00	113,911.80

Total . . . : 113,911.80

----- Items -----

Line#	Quantity	UOM	Description
1	113911.80	DOL	CJC - 509 W. 11TH. WATER DAMAGE CJC WATER EVENT CLAIM NO: P 12373500560401

Press Enter to continue.

F3=Exit F7=Alternate view F12=Cancel





# Human Resources Management Department

700 Lavaca St. Suite 420

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-3128

## Memorandum

January 19, 2012

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

Through: Dan Mansour, Risk and Benefits Manager *DM*

From: Bill Paterson, Sr. Risk/Safety Specialist *BP*

Re: Emergency Water Extraction Work Order at CJC

HRMD – Risk Management has reviewed the attached invoice for emergency services performed by Blackmon Mooring under contract # 11K0092JE and recommends payment. Requisition # 550591 has been set up and is pending approval from the Office of the Auditor.

Please contact Bill Paterson if you have any questions. *Account # 525 1140 522 45 016*

Attachments: Invoice, Time & Materials Logs, Statement of Completion

Sincerely,

*William F Paterson*  
William F Paterson ARM  
Senior Risk/Safety Specialist

RECEIVED  
TRAVIS COUNTY  
2012 JAN 20 AM 10:58  
PURCHASING  
OFFICE

*1-20-2012 to John Pena*



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By/Phone Number:** Nancy Barchus, 512-854-9764

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** APPROVE CONTRACT AWARD FOR EMERGENCY GENERATOR PREVENTIVE MAINTENANCE SERVICES AND LOAD BANK TESTING, IFB NO. B110302-NB, TO THE TO THE LOW BIDDER, LOFTIN EQUIPMENT COMPANY.

Ø **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This contract requires the contractor to supply Emergency Generator Preventive Maintenance Services and Load Bank Testing to Travis County Sheriff's Maintenance Department.

On December 8, 2011, IFB No. B110302-NB was issued through BidSync. Five (5) bids were received on January 6, 2012. The Purchasing Office concurs with Travis County Sheriff's Management Department's recommendation to award a contract to the lowest bidder, Loftin Equipment Company.

The contract calls for maintenance service in a three year cycle. All three years will require basic maintenance that will meet jail standards. The third year will require additional maintenance work such as replacing hoses and belts. The Travis County Correctional Complex campus houses numerous emergency generators with staggered service schedules, so not every generator will require the additional service on a single year. This staggered schedule helps to keep the costs level throughout all three years. The basic requisitions created at the beginning of each year are for basic maintenance service, other costs may occur if unforeseen problems appear and repairs must be made.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Ø **Contract Expenditures:** Within the last 12 months \$18,605.00 has been spent against this requirement.

Ø **Contract-Related Information:**

Award Amount: Base amounts: FY12: \$20,828.00  
FY13: \$21,409.00  
FY14: \$20,457.00

Contract Type: Term

Contract Period: February 7, 2012 through February 6, 2013

Ø **Solicitation-Related Information:**

Solicitations Viewed: 34

Responses Received: 5

HUB Information: N/A

% HUB Subcontractor: N/A

Ø **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:

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 538422 (FY12: \$20,828.00)

Funding Account(s): 001-3735-583-5007

Comments:



JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

## MEMORANDUM

**TO:** Nancy Barchus, Purchasing Agent Assistant

**FROM:** Mike Herman, TCSO Building Maintenance Supervisor

**DATE:** January 20, 2012

**SUBJECT:** Award recommendation for Project: Emergency Generator Preventive Maintenance Services and Load Bank Testing

The Travis County Sheriff's Office Maintenance Department recommends that Loftin Equipment Company, Inc. be awarded the bid for the TCCC Emergency Generator Preventive Maintenance Services and Load Bank Testing project. The performance period will be 60 calendar days beginning the second week of August and upon issuance of the Notice to Proceed. The TCSO Fiscal office will create a requisition to reflect the vendor bid price to match the attached FY12 generator unit pricing on the service schedule that was provided by Loftin Equipment. FY12 service total is \$20,828.00.

TCSO Fiscal office will create a requisition encumbrance in future years to be consistent with the vendor pricing schedule. In FY13 for a service total of \$21,409.00 and in FY 14 for the FY14 service total of \$20,457.00

Travis County Bid Number	<u>B110302-NB</u>
Commodity/Sub-Commodity	<u>936-025-5007</u>
Account Number	<u>001-3735-583.50-07</u>
Sheriff's Office Work Order number	<u>231796-231817</u>
TCSO Maint Requisition Request number	<u>5281</u>
Sheriff's Office Requisition Request number	<u></u>

**CC:** Mike Herman, TCSO Building Maintenance Supervisor  
 Maria Wedhorn, TCSO Financial Analyst Sr.  
 Wallace Sefcik, TCSO Building Maintenance Division Manager  
 Bonnie Floyd, Assistant Purchasing Agent  
 Wes Priddy, Captain, Corrections Bureau  
 Samantha Peterman, Finance

**TRAVIS COUNTY**  
**Account Balance Inquiry**

Fiscal Year . . . . . :	2012
Account number . . . . . :	1-3735-583.50-07
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	37 SHERIFF
Division . . . . . :	35 CORRECTIONS BUREAU
Basic activity . . . . . :	58 CORRECTNS & REHABILITATN
Sub activity . . . . . :	3 TRAVIS CO JAIL/CORRECTNS
Element . . . . . :	50 REPR & MTNC-SERVCS PURCHD
Object . . . . . :	07 REPAIRS - OTHER EQUIPMENT

Budget . . . . . :	81,355
Encumbered amount . . . . . :	21,310.50
Pre-encumbered amount . . . . . :	25,614.04
Expenditures . . . . . :	4,203.62
Total expenditures . . . . . :	51,128.16
Balance . . . . . :	30,226.84

**Press Enter to continue.**

**F3=Exit F12=Cancel**

**Bid Tabulation Packet  
for  
Solicitation B110302-NB**

**EMERGENCY GENERATOR PREVENTIVE MAINTENANCE  
SERVICES AND LOAD BANK TESTING**



**Travis County**

## Bid #B110302-NB - EMERGENCY GENERATOR PREVENTIVE MAINTENANCE SERVICES AND LOAD BANK TESTING

Creation Date **Sep 22, 2011**End Date **Jan 6, 2012 12:00:00 PM CST**Start Date **Dec 8, 2011 9:47:38 AM CST**Awarded Date **Not Yet Awarded****Supplier Totals**

<b>Loftin Equipment Co.</b>		<b>\$47,999.00 (44/44 Items)</b>
Bid Contact <b>Steven Stewart, Jr</b> <b><a href="mailto:stevens@loftinequip.com">stevens@loftinequip.com</a></b> <b>Ph 866-441-0375</b> <b>Fax 210-881-2143</b>	Address <b>1241 Universal City Blvd</b> <b>Universal City, TX 78148</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>FLEET MAINTENANCE OF TEXAS [Ad]</b>		<b>\$52,665.82 (44/44 Items)</b>
Bid Contact <b>WAYNE FRANCIS</b> <b><a href="mailto:waynef@fmtaustin.com">waynef@fmtaustin.com</a></b> <b>Ph 512-836-8000</b> <b>Fax 512-385-0724</b>	Address <b>4812 EAST 7TH ST</b> <b>AUSTIN, TX 78702</b>	
Qualifications <b>SB</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Allegiance Power Systems Inc.</b>		<b>\$61,584.00 (44/44 Items)</b>
Bid Contact <b>John Smith</b> <b><a href="mailto:john.smith@allegiancepowersystems.com">john.smith@allegiancepowersystems.com</a></b> <b>Ph 512-964-8705</b>	Address <b>PO Box 4002</b> <b>Lago Vista, TX 78645</b>	
Qualifications <b>SB WBE</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Kentech</b>		<b>\$81,915.00 (44/44 Items)</b>
Bid Contact <b>Ashley Stout</b> <b><a href="mailto:RFQ@kentechpower.com">RFQ@kentechpower.com</a></b> <b>Ph 281-358-0980</b>	Address <b>21655 E. Hammond Dr.</b> <b>Porter, TX 77365</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Austin Generator</b>		<b>\$100,801.40 (44/44 Items)</b>
Bid Contact <b>Joe Rizzo</b> <b><a href="mailto:joe.rizzo@austingenerator.com">joe.rizzo@austingenerator.com</a></b> <b>Ph 512-251-2247</b>	Address <b>2004 Howard Lane</b> <b>Austin, TX 78728</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Loftin Equipment Company, Inc. [Ad]</b>		<b>\$0.00 (44/44 Items)</b>
Bid Contact <b>Rob Kurz</b> <b><a href="mailto:robk@loftinequip.com">robk@loftinequip.com</a></b> <b>Ph 214-422-8414</b>	Address <b>4728 Cotton Belt Dr.</b> <b>San Antonio, TX 78219</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	

PURCHASE REQUISITION NBR: 0000538422

REQUISITION BY: SAMANTHA 854-4185

STATUS: READY FOR BUYER PROCESS  
REASON: ROUTINE/ROY CORTEZ-FY2011 BUDGET

DATE: 8/23/11

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 75729 LOFTIN EQUIPMENT COMPANY

DELIVER BY DATE: 10/15/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ANNUAL GENERATOR CHECK FY2012 ON 21 UNITS AT TCCC COMMODITY: EQUIPMENT MAINT/GENERAL SUBCOMMOD: ELECTRICAL EQUIPMENT	20828.00	DOL	1.0000	20828.00	
REQUISITION TOTAL:					20828.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00137355835007	REPR & MTNC-SERVCS PURCHD REPAIRS - OTHER EQUIPMENT	100.00	20828.00
				20828.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

9/9/11 COMM/SUB WILL BE OVER 50K. NO CONTRACT IN  
PLACE IN FISCAL 2011.DO NOT APPROVE.GMC  
9/15/11PER SAMANTHA: BONNIE IS HAVING NANCY  
BARCHUS GO OUT FOR BIDS  
1/23/12 RETURN TO CORRECT AMOUNT. KS





## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By/Phone Number:** Jorge Talavera, CPPO, CPPB/854-9762;  
Marvin Brice, CPPB/854-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 3 to Contract No. PS100184JT, Stanley Consultants, for professional mechanical, electrical and plumbing (MEP) engineering services for the Travis County Correctional Complex (TCCC) Mini-Projects.**

- Ø **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- Ø This contract requires the Consultant, Stanley Consultants, to provide MEP engineering services for the project entitled, "TCCC Mini-Projects" at 3614 Bill Price Road in Del Valle, Texas. The project consists of designing renovation work at Buildings 100, 102, 106 and 130 at the TCCC.
- Ø The proposed Modification No. 3 provides for two additional construction phase site visits with documentation required for project completion. Modification No. 2, approved by the Commissioners Court on January 18, 2011, required the Consultant to revise the design of Building 130 as per County staff proposed layout changes. Modification No. 1 added engineering services for Building 102 which required the Consultant to research and document one HVAC system for which there was no as-built information available and develop construction documents to utilize a larger emergency generator and associated equipment.
- Ø Modification No. 3 will increase the contract by \$2,100.00, from \$71,050.00 to \$73,150.00. Because the previous modification caused the contract to exceed 25 percent of the original contract amount, the current modification requires Commissioners Court approval.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Ø **Contract Expenditures:** Within the last 12 months \$31,848.37 has been spent against this contract.

Ø **Contract Modification Information:**

Modification Amount: \$2,100.00

Modification Type: Professional Services

Modification Period: Through Project Completion

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 549128

Funding Account(s): 510-9711-804-8102

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

FM# TCCC-05-05C-4N

File: 502

**TO:** Cyd Grimes, CPM, Purchasing Agent

**VIA:** Steven M. Manilla, P.E., County Executive, TNR

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

**DATE:** January 4, 2012

**SUBJECT:** Travis County Correctional Complex (TCCC) Mini-Projects  
Stanley Consultants Inc., Contract Modification No. 3  
Contract #PS100184JT for Professional Engineering Services

Facilities Management recommends approval of Contract Modification No. 03 to Stanley Consultants Inc. for additional professional MEP engineering services related to the TCCC Mini-Projects located at the Travis County Correctional Complex. The additional services are to provide two additional site visits with associated back-up documentation.

This Contract Modification will increase the not-to-exceed contract amount by \$2,100.00 from \$71,050.00 to a revised not-to-exceed contract sum of \$73,150.00. Facilities Management Department (FMD) has reviewed and negotiated the cost for this Contract Modification and has determined that the cost is fair and reasonable.

Funds for this Contract Modification are in account #510-9711-804-8102 and the requisition number is 549128.

In accordance with the procedure to secure the approval of this Contract Modification, this request is being forwarded along with the supporting documents for your approval. If approved, please issue a fully executed Contract Modification Number 03 to Stanley Consultants Inc. If you have any questions or need additional information, please call Ken Gaede at extension 49894.

### ATTACHMENTS:

- 1) Cost Proposal from Stanley Consultants Inc.

### COPY TO:

Amy Draper, CPA, Financial Manager, FMD

Ken Gaede, AIA, Senior Project Manager, FMD

Carolyn O'Hara, RA, LEED AP, Project Manager, FMD

Jorge Talavera, Construction Procurement Specialist, Purchasing Office



# Stanley Consultants INC

A Stanley Group Company  
Engineering, Environmental and Construction Services - Worldwide

December 19, 2011

Mr. Ken Gaede, R.A.  
Facilities Management Department  
1010 Lavaca Street  
Austin, Texas 78701

Subject: Request for Qualifications Q090290-JT  
Professional Engineering Services for Travis County Correctional Complex (TCCC)  
Stanley Consultants' Proposal for Additional Services – Site Visits

Dear Ken:

Due to the contractor issues arising during construction of this project, Travis County requested Stanley Consultants spend additional field time observing the installation. As these are additional professional engineering services, we submit the following proposal for these additional engineering services.

Since the number of additional site visits is indefinite, per your directions, Stanley Consultants is providing unit prices for two versions. One version will include only a site visit with verbal discussion, while the other will also include follow-up documentation as required.

Stanley Consultants understanding of our Scope of Services is:

- Stanley Consultants will visit the TCCC as requested by Travis County.
- Stanley Consultants will provide follow-up documentation (submitted electronically in pdf or email format) when requested by Travis County.

Stanley Consultants proposes to provide these services for a fixed fee unit price of \$650.00 (SIX HUNDRED FIFTY DOLLARS) for a site visit without documentation and a fixed fee unit price of \$1,050.00 (ONE THOUSAND FIFTY DOLLARS) for a site visit with documentation. There will be no additional reimbursable fees.

If you have any questions or require additional information, contact Gary Sutorius at 512.427.3600.

Sincerely,

Stanley Consultants, Inc.

Mitchel Ortego, P.E.  
Project Principal

cc: Gary Sutorius; Stanley Consultants, Inc., Marketing Files

M:\newproposals\Travis County\0EBAB-17914 TCCC MEP Renovations\Revision4Proposal\Travis County Scope Rev 4 Proposal-Scope-Fee Letter Revised Dec 2011.doc

PURCHASE REQUISITION NBR: 0000549128

REQUISITION BY: AMY DRAPER 854-9040

STATUS: READY FOR BUYER PROCESS  
REASON: MOD PO #443608 - MEP TCCC MINI-PROJ ATTN: JORGE T

DATE: 12/21/11

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 76409 STANLEY CONSULTANTS

DELIVER BY DATE: 12/21/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION PHASE SERVICES TWO (2) ADDITIONAL SITE VISITS WITH DOCUMENTATION \$1,050 PER SITE VISIT PER PROPOSAL DATED 12/19/11 POC: KEN GAEDE 854-9894 COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVS INVENTORY BUILDING: FE STOCK NO: 911-015-00087	2100.00	DOL	1.0000	2100.00	
REQUISITION TOTAL:					2100.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	51097118048102	KDV003 CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM Planning&Design DV Jail	100.00	2100.00
				2100.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

TRAVIS COUNTY-FMD  
RECEIVED  
JAN 12 2012

**MODIFICATION OF CONTRACT NUMBER: PS100184JT Mechanical, Electrical and Plumbing (MEP) Engineering Services for the Travis County Correctional Complex (TCCC) Mini-Projects** PAGE 1 OF 2 PAGES

<b>ISSUED BY:</b> PURCHASING OFFICE 700 LAVACA ST., STE. 800 AUSTIN, TX 78701	<b>PURCHASING AGENT ASST: Jorge Talavera</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	<b>DATE PREPARED:</b>  <p style="text-align: center;">January 10, 2012</p>
<b>ISSUED TO:</b> Stanley Consultants Attn: Mitchel Ortego, P.E. 6836 Austin Center Boulevard, Ste. 350 Austin, Texas 78731	<b>MODIFICATION NO.:</b>  <p style="text-align: center;">Three</p>	<b>EXECUTED DATE OF ORIGINAL CONTRACT:</b>  <p style="text-align: center;">April 9, 2010</p>
<b>ORIGINAL CONTRACT TERM DATES:</b> <u>Through Project Completion</u>		<b>CURRENT CONTRACT TERM DATES:</b> <u>Through Project Completion</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
 Original Contract Amount: \$49,850.00 Current Modified Amount \$73,150.00

**DESCRIPTION OF CHANGES:** The above referenced contract is modified to reflect the changes as set forth below:

A. The following services for two (2) additional construction phase site visits with documentation are hereby added to the contract as detailed in the letter and scope of services attached as page 2 of this modification.

B. As a result, Exhibit 1, Compensation for Professional Services and Schedule of Payments, shall read as follows:

1. Reference Exhibit 1, Section 1:
  - a. The Basic Services Sum is changed from \$70,850.00 (as amended by Modification No. Two, dated January 5, 2011) to \$72,950.00, an increase of \$2,100.00.
2. Reference Exhibit 1, Section 1, Paragraph 1.1.1, (iii), Construction Phase:
  - a. The Construction Phase Services Sum is changed from \$4,800.00 to \$6,900.00, an increase of \$2,100.00.
3. Reference Exhibit 1, Section 5:
  - a. The "Total Agreement Sum" is changed from a not-to-exceed sum of \$71,050.00 (\$70,850.00 Basic Services and \$200.00 Reimbursable Expenses) (as amended by Modification No. Two, dated January 5, 2011) to a not-to-exceed sum of \$73,150.00 (\$72,950.00 Basic Services Sum and \$200.00 Reimbursable Expenses), an increase of \$2,100.00.

C. All other terms and conditions remain unchanged.

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

**Note to Vendor:**  
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
 DO NOT execute and return to Travis County. Retain for your records.

<b>LEGAL BUSINESS NAME:</b> <u>Stanley Consultants, Inc.</u>	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
<b>BY:</b> <u>Mitchel Ortego</u> SIGNATURE	<b>DATE:</b> <p style="text-align: center;">1/10/2012</p>
<b>BY:</b> <u>Mitchel Ortego, P.E.</u> PRINT NAME	
<b>TITLE:</b> <u>Project Principal</u> ITS DULY-AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS <b>BY:</b> <u>MB</u> CYD V GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	<b>DATE:</b>
--	--------------

TRAVIS COUNTY, TEXAS <b>BY:</b> _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	<b>DATE:</b>
---	--------------

RECEIVED



## Stanley Consultants INC

A Stanley Group Company  
Engineering, Environmental and Construction Services - Worldwide

December 19, 2011

Mr. Ken Gaede, R.A.  
Facilities Management Department  
1010 Lavaca Street  
Austin, Texas 78701

**Subject: Request for Qualifications Q090290-JT  
Professional Engineering Services for Travis County Correctional Complex (TCCC)  
Stanley Consultants' Proposal for Additional Services – Site Visits**

Dear Ken:

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If you have any questions or require additional information, contact Gary Sutorius at 512.427.3600.

Sincerely,

Stanley Consultants, Inc.

Mitchel Ortego, P.E.  
Project Principal

cc: Gary Sutorius; Stanley Consultants, Inc., Marketing Files

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## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By:** Darla Vasterling Phone #: 854-7564

**Division Director/Manager:** Anna M. Bowlin ACCP, Division Director of Development Services

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on the use of an Alternative Fiscal Agreement for the Park at Blackhawk II Section 3A, in Precinct One.

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

The developer of the subject subdivision requests to enter into an alternative fiscal agreement with Travis County. Under the alternative fiscal agreement the plat will be held in abeyance while the street and drainage facilities are constructed.

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff and staff finds the use of the subject agreements meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motion.

### **ISSUES AND OPPORTUNITIES:**

Under Alternative Fiscal the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

#### Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time. It is the City of Pflugerville's procedure not to approve the plat until the improvements are built.

#### Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements have been posted with Travis County using a Letter of Credit in the amount of \$160,000.00.



**Access to Publicly Maintained Road**

The Park at Blackhawk II Section 3A takes access from Easel Ridge Lane in the Park at Blackhawk II Phase 2A and the Park at Blackhawk II Jakes Hill and Martin Lane. Both subdivisions are maintained by Travis County.

**Waste Water Service**

Wastewater service for this subdivision will be provided by the Lakeside Water Control and Improvement District No. 2C.

**Construction Plans and Engineer's Estimate of Construction Cost Approved**

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #\_\_\_\_\_. The estimated cost of the improvements is \$960,442.00. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention.

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternate fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

- Alternative Fiscal Acknowledgment
- Exhibit "A" – Description
- Extension of Sixty-Day Period
- Proposed Plat
- Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director of Development Services	TNR	854-7561


**CC:**


**AB:SM:dv**

**1101 - Development Services -**

**1105 - Subdivision - The Park at Blackhawk II Phase 3A, Precinct One**

Exhibit 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit “A”**, which is attached hereto and made a part hereof. The Owner requests that Travis County’s Transportation and Natural Resources Department (“TNR”) hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the “Standards”) to the satisfaction of the Executive Manager of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision’s description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Alternative Fiscal

Executed this 10 day of JANUARY, 2012

OWNER: RMD RESIDENTIAL, LP

Address: 508 Brylor ST.

By: Nathan Neese

AUSTIN TX 78703

Name: NATHAN NEESE

Phone: 512-731-7192

Title: MEMBER OF GP  
Authorized Representative

Fax: NONE

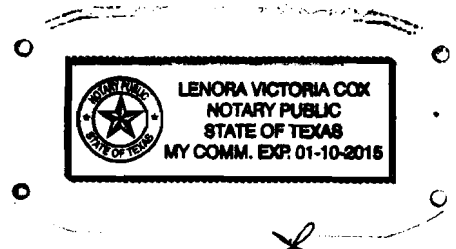
TRAVIS COUNTY, TEXAS:

By: \_\_\_\_\_  
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §



This instrument was acknowledged before me on the 10 day of January, 2012, by Nathan Neese in the capacity stated herein.

[Signature]  
Notary Public in and for the State of Texas

Lenora Cox  
Printed or typed name of notary

My Commission Expires: 1/10/2015

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, in the capacity stated herein.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
\_\_\_\_\_  
Printed or typed name of notary

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

**EXHIBIT "A"**

STATE OF TEXAS  
COUNTY OF

*KNOW ALL MEN BY THESE PRESENTS THAT ROWE LANE DEVELOPMENT, LTD., ACTING BY AND THROUGH TIEMANN LAND AND CATTLE DEVELOPMENT, INC., ROBERT M. TIEMANN, OWNER OF THAT CERTAIN 21.680 ACRE TRACT OF LAND OUT OF THE V. W. SWEARENGEN SURVEY NO. 32 SURVEY CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2008199266 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 10.747 ACRES IN ACCORDANCE WITH CHAPTER 232 AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "THE PARK AT BLACKHAWK II PHASE 3A" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON SHOWN ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.*

EXHIBIT 82.201(C)

EXTENSION OF SIXTY-DAY PERIOD FOR COMPLETED PLAT APPLICATION FINAL ACTION

Date: 1/10/2012

Owner's Name and Address: RMD RESIDENTIAL, L.P  
508 BAYLOR ST.  
Austin, TX 78703

Proposed Subdivision Name and Legal Description (the "Property"): Park at Blackhawk II Phase 3A

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

Executed and affective as of the date set forth below.

Owner: RMD RESIDENTIAL, L.P  
By: Nathan Neese  
Name: NATHAN NEESE  
Title: MEMBER OF GP  
Authorized Representative

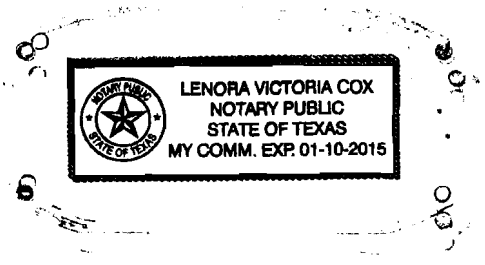
ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 10 day of January, ~~2011~~ <sup>2012</sup>, by Nathan Neese of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas  
[Signature]  
Lenora Cox  
(Printed Name of Notary)

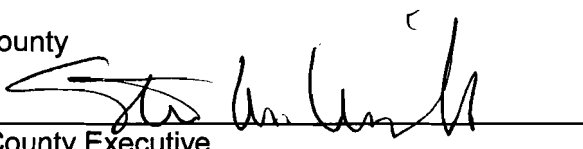
My Commission Expires: 1/10/15



**EXHIBIT 82.201(C)  
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2**

Travis County

By:



County Executive

Travis County Transportation and Natural Resources Department

**ACKNOWLEDGEMENT**

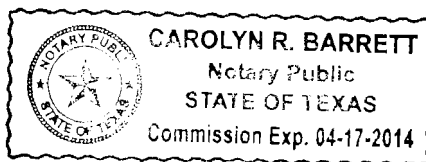
STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 27<sup>th</sup> day of January, 2012, by Steven M. Manula of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

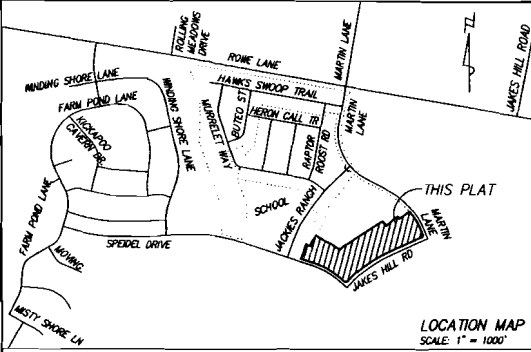
Notary Public, State of Texas

Carolyn R. Barrett

Carolyn R. Barrett  
(Printed Name of Notary)



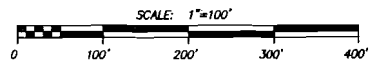
My Commission Expires: 4-17-14



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD	TAN
C1	43.63	1025.00	2°26'20"	S69°56'29"E	43.63	21.82
C2	31.54	525.00	3°28'31"	S36°58'02"E	31.53	15.77
C3	207.34	565.00	21°01'32"	S33°29'33"E	206.17	104.85
C4	38.01	25.00	89°21'41"	S21°43'04"W	35.17	24.74
C5	623.57	1545.00	21°01'32"	S54°51'10"W	619.35	316.09
C6	38.31	25.00	87°48'35"	S87°11'43"W	34.67	24.06
C7	341.84	885.00	22°07'53"	N59°57'56"W	339.72	173.09
C8	62.68	565.00	8°21'28"	N40°49'34"W	62.66	31.38
C9	104.78	565.00	10°37'32"	N32°20'04"W	104.63	52.54
C10	39.86	565.00	4°02'32"	N25°00'03"W	39.85	19.94
C11	268.05	1025.00	14°52'18"	N611°21'07"W	265.30	133.78
C12	60.72	1025.00	3°21'38"	N69°27'49"W	60.71	30.37
C13	71.65	1025.00	4°00'19"	N65°45'51"W	71.64	35.84
C14	71.65	1025.00	4°00'19"	N61°45'19"W	71.64	35.84
C15	74.56	1025.00	4°10'04"	N54°43'09"W	74.55	37.30
C16	31.09	1025.00	1°44'16"	N54°43'09"W	31.09	15.54
C17	131.81	1075.00	7°01'32"	N65°12'33"W	131.73	65.99
C18	23.01	15.00	87°51'49"	N74°21'18"E	20.82	14.46
C19	11.49	325.00	8°21'33"	N11°25'10"E	11.49	5.75
C20	18.29	275.00	3°48'37"	N32°18'42"E	18.29	9.15
C21	23.01	15.00	87°51'49"	N13°32'31"W	20.82	14.46
C22	68.29	1075.00	3°38'24"	N55°40'13"W	68.28	34.16
C23	95.99	75.00	7°31'50"	N89°29'04"E	88.57	55.83
C24	159.98	125.00	7°31'50"	N89°29'04"E	149.28	93.05
C25	9.32	125.00	4°16'29"	N55°59'14"W	9.32	4.66
C26	57.15	125.00	26°11'39"	N71°13'17"W	56.65	29.08
C27	52.50	125.00	24°03'45"	N83°39'01"E	52.11	26.64
C28	41.02	125.00	18°48'00"	N62°13'09"E	40.83	20.69
C29	318.11	1700.00	10°43'17"	N58°10'47"E	317.64	159.52
C30	10.66	1700.00	0°21'34"	N63°21'38"E	10.66	5.33
C31	68.85	1700.00	2°19'14"	N62°01'14"E	68.85	34.43
C32	68.85	1700.00	2°19'14"	N59°42'00"E	68.85	34.43
C33	68.85	1700.00	2°19'14"	N57°22'46"E	68.85	34.43
C34	68.85	1700.00	2°19'14"	N55°03'32"E	68.85	34.43
C35	32.03	1700.00	1°04'47"	N53°21'32"E	32.03	16.02
C36	327.46	1750.00	10°43'17"	N58°10'47"E	326.98	164.21
C37	30.23	1750.00	0°59'23"	N53°18'50"E	30.23	15.11
C38	69.02	1750.00	2°15'35"	N54°36'19"E	69.01	34.51
C39	69.02	1750.00	2°15'35"	N57°11'54"E	69.01	34.51
C40	69.02	1750.00	2°15'35"	N59°27'29"E	69.01	34.51

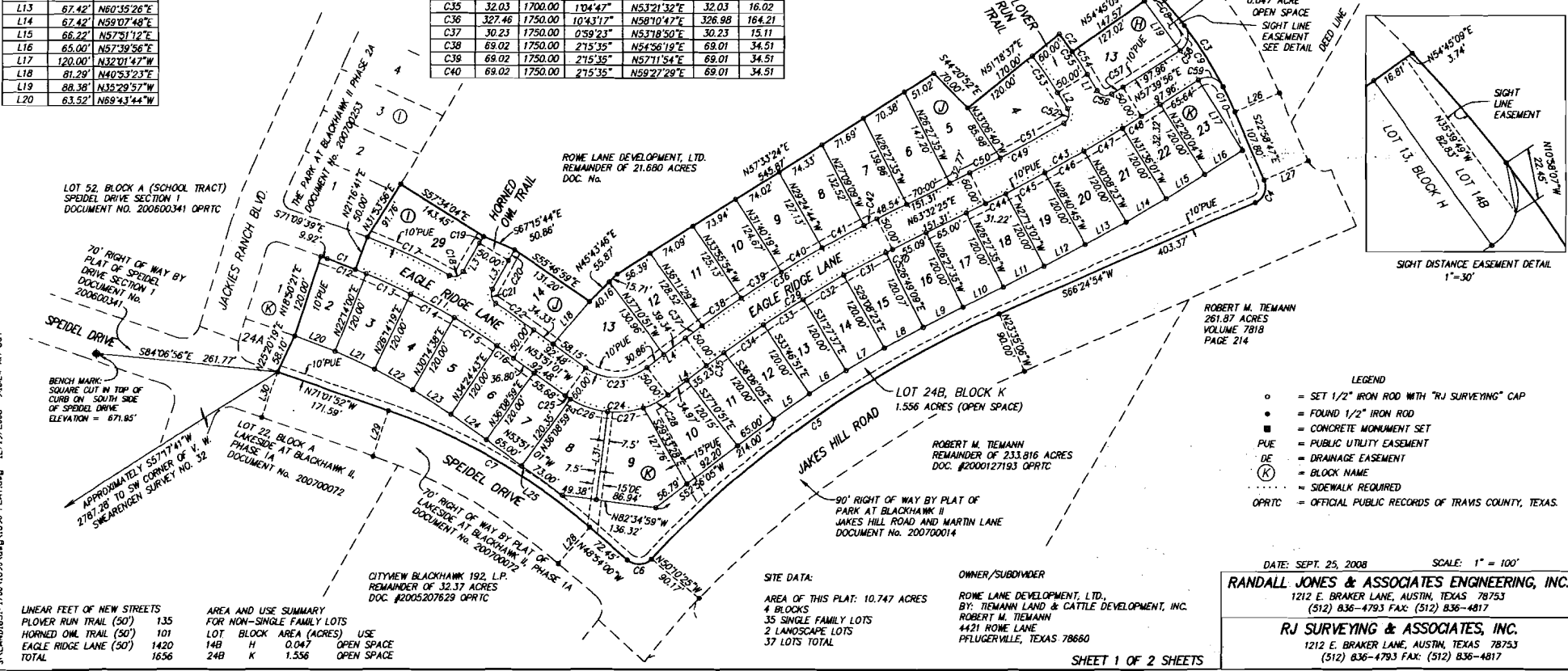
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD	TAN
C41	69.02	1750.00	2°15'35"	N61°43'03"E	69.01	34.51
C42	21.16	1750.00	0°41'34"	N63°11'38"E	21.16	10.58
C43	258.90	2525.00	5°32'30"	N60°36'10"E	258.79	129.57
C44	33.45	2525.00	0°45'33"	N63°109'39"E	33.45	16.73
C45	64.36	2525.00	1°27'38"	N62°10'04"E	64.36	32.18
C46	64.36	2525.00	1°27'38"	N60°35'26"E	64.36	32.18
C47	64.36	2525.00	1°27'38"	N58°07'48"E	64.36	32.18
C48	32.36	2525.00	0°44'03"	N58°01'57"E	32.36	16.18
C49	154.27	2475.00	3°34'17"	N61°45'17"E	154.24	77.16
C50	49.43	2475.00	1°08'40"	N62°58'05"E	49.43	24.72
C51	104.84	2475.00	2°25'37"	N61°10'57"E	104.83	52.43
C52	23.81	15.00	90°55'54"	N14°30'11"E	21.38	15.25
C53	64.06	475.00	7°43'37"	N34°49'34"W	64.01	32.08
C54	39.26	525.00	4°17'08"	N33°06'18"W	39.25	19.64
C55	70.80	525.00	7°43'37"	N34°49'34"W	70.75	35.46
C56	23.81	15.00	90°55'54"	N76°25'43"W	21.38	15.25
C57	19.02	2475.00	0°26'25"	N57°53'08"E	19.02	9.51
C58	41.59	25.00	85°18'46"	N10°00'33"E	36.96	27.43
C59	41.59	25.00	95°18'46"	N74°40'41"E	36.96	27.43

FINAL PLAT OF  
**THE PARK AT BLACKHAWK II PHASE 3A**  
 TRAVIS COUNTY, TEXAS



LINE	LENGTH	BEARING
L1	27.12	N30°57'46"W
L2	27.12	N30°57'46"W
L3	47.28	N30°24'24"E
L4	70.20	N52°49'09"E
L5	63.99	N55°03'32"E
L6	63.99	N57°22'46"E
L7	63.99	N59°42'00"E
L8	63.99	N62°05'15"E
L9	65.00	N63°26'49"E
L10	65.00	N63°32'25"E
L11	66.26	N63°20'23"E
L12	67.42	N62°03'04"E
L13	67.42	N60°35'26"E
L14	67.42	N59°07'48"E
L15	66.22	N57°31'12"E
L16	65.00	N57°39'56"E
L17	120.00	N32°01'47"W
L18	81.29	N40°33'23"E
L19	88.38	N32°29'57"W
L20	63.52	N69°43'44"W

LINE	LENGTH	BEARING
L21	63.25	N63°45'51"W
L22	63.25	N61°45'31"W
L23	65.82	N57°40'19"W
L24	64.24	N54°13'18"W
L25	138.00	N53°51'01"W
L26	70.00	N67°01'13"E
L27	70.01	N65°58'58"E
L28	70.00	N41°06'00"E
L29	70.00	N18°58'08"E
L30	70.00	N18°58'08"E
L31	129.46	N07°25'01"E



- LEGEND
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
  - = FOUND 1/2" IRON ROD
  - = CONCRETE MONUMENT SET
  - PUE = PUBLIC UTILITY EASEMENT
  - DE = DRAINAGE EASEMENT
  - ⊙ = BLOCK NAME
  - = SIDEWALK REQUIRED
  - OPRTC = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DATE: SEPT. 25, 2008 SCALE: 1" = 100'

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

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

SITE DATA:  
 AREA OF THIS PLAT: 10.747 ACRES  
 4 BLOCKS  
 35 SINGLE FAMILY LOTS  
 2 LANDSCAPE LOTS  
 37 LOTS TOTAL

OWNER/SUBDIVIDER  
 ROME LANE DEVELOPMENT, LTD.,  
 BY: TIEMANN LAND & CATTLE DEVELOPMENT, INC.  
 ROBERT M. TIEMANN  
 4421 ROME LANE  
 Pflugerville, Texas 78660

S:\LAND\651-1700\1650\1650-PLAT-3A.DWG 12/19/2008 9:10:24 AM CST



# THE PARK AT BLACKHAWK II PHASE 3A

TRAVIS COUNTY, TEXAS

**NOTES:**

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
- ALL STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED WITH CONCRETE CURB AND GUTTER.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET.
- SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS IN THIS SUBDIVISION AND SIDEWALK RAMPS, DESIGNED TO MEET ADA REQUIREMENTS FOR HANDICAP ACCESS, SHALL BE PROVIDED AT ALL STREET INTERSECTIONS. ALL SIDEWALKS SHALL BE 4 FEET IN WIDTH.
- THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NOS. 2002010202 AND 2002132073 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE SUPPLEMENTAL DECLARATIONS TO THE PARK AT BLACKHAWK AND LAKESIDE AT BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCUMENT NO. 2004106271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- LDT 24B, BLOCK K AND LOT 14B, BLOCK H SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND IS RESTRICTED TO NON-RESIDENTIAL USES. SEE DOCUMENT NOS. 2002010202 AND 2004106271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- WATER AND WASTE WATER SERVICE WILL BE PROVIDED BY LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT (WIOD) NO. 2C.
- THE OWNER/SUBDIVIDER, AS LISTED ON THIS PLAT, SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT. WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS, IT IS THE RESPONSIBILITY OF THE OWNER/SUBDIVIDER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING ADA REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WIOD NO. 2C. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
- THE PROPERTY OWNER OR HIS / HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS / HER ASSIGNS.
- WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

STATE OF TEXAS  
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS THAT ROME LANE DEVELOPMENT, LTD., ACTING BY AND THROUGH TIEMANN LAND AND CATTLE DEVELOPMENT, INC., ROBERT M. TIEMANN, OWNER OF THAT CERTAIN 21,680 ACRE TRACT OF LAND OUT OF THE V. W. SWEAREGEN SURVEY NO. 32 SURVEY CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2008199266 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 10.747 ACRES IN ACCORDANCE WITH CHAPTER 232 AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "THE PARK AT BLACKHAWK II PHASE 3A" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A. D. 20\_\_

ROME LANE DEVELOPMENT, LTD.

BY: TIEMANN LAND AND CATTLE DEVELOPMENT, INC.

ROBERT M. TIEMANN  
4421 ROME LANE  
PFLUGERVILLE, TEXAS 78660

**ACKNOWLEDGMENT:**

STATE OF TEXAS  
COUNTY OF TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS SEAL

**CITY CERTIFICATION:**

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

BY: \_\_\_\_\_  
STARLET SATTLER, CHAIRMAN

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

BY: \_\_\_\_\_  
TREY FLETCHER, PLANNING DIRECTOR

ATTEST:

\_\_\_\_\_  
KAREN THOMPSON, CITY SECRETARY

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: \_\_\_\_\_  
JEFF COLEMAN, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN THOMPSON, CITY SECRETARY

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

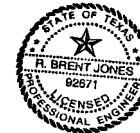
BY: \_\_\_\_\_  
TREY FLETCHER, PLANNING DIRECTOR

**ENGINEER'S CERTIFICATION:**

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C02854, TRAVIS COUNTY, TEXAS EFFECTIVE DATE SEPTEMBER 26, 2008.

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

*R. Brent Jones* 12/19/08  
R. BRENT JONES  
REGISTERED PROFESSIONAL ENGINEER No. 92671  
STATE OF TEXAS



**SURVEYORS CERTIFICATION:**

I, J. KENNETH WEIGAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED ON THE GROUND AS SHOWN HEREON, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TRAVIS COUNTY ORDER NO. 8596 STANDARDS FOR THE CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS OF 1964, AS AMENDED, AND THE CITY OF PFLUGERVILLE RULES AND REGULATIONS.

**PARKLAND REQUIREMENT:**

LAND REQUIRED PER ORIGINAL DEVELOPMENT AGREEMENT:	100 ACRES*
LAND DEDICATED BY PRIOR RECORDED PLATS:	70.44
LAND DEDICATED BY THIS PLAT	0

THE PARKLAND DEDICATION IS SET OUT IN THE DEVELOPMENT AGREEMENT FOR THIS PROJECT AND IS RECORDED IN THE CITY OF PFLUGERVILLE.

\* IF 100 ACRES IS NOT DEDICATED UPON THE COMPLETION OF THE DEVELOPMENT, A FEE IS REQUIRED FOR ANY SHORTAGE.



*J. Kenneth Weigand* 12-17-2008  
J. KENNETH WEIGAND  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741  
STATE OF TEXAS

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

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

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

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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

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

DANA DEBEAUVOUR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

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

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

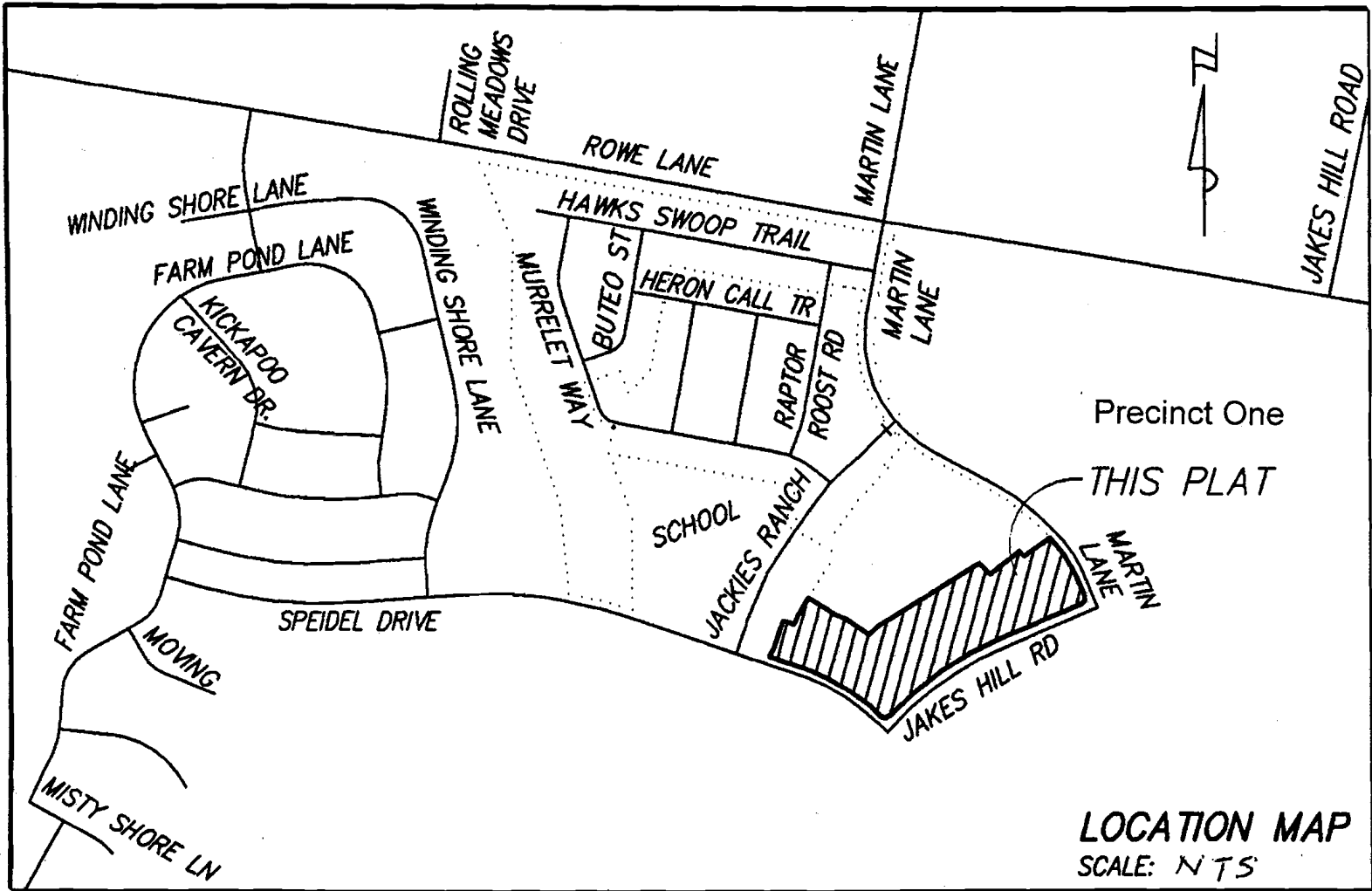
DANA DEBEAUVOUR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

DATE: SEPT. 25, 2008

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

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





## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By:** John Carr **Phone Number:** 512-854-4772

**Director/Manager:** Roger El Khoury, M.S., P.E., Director, FMD

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on request from the American Diabetes Association for a reduced facility rental fee to use the Travis County Exposition Banquet Hall on May 5, 2012 for the first Tour de Cure event in Austin in Precinct One.

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

Ms. Mercedes Feris, Special Events Manager with the American Diabetes Association, has requested the use of Banquet Hall at a reduced rental rate for their Tour de Cure event. This event, to be held on May 5, 2012, will benefit the American Diabetes Association and their mission to prevent and cure diabetes and to improve the lives of all people affected by diabetes. Additional information on the mission of the American Diabetes Association is included in the letter from Ms. Feris at Attachment One. The Banquet Hall has been reserved for their use on Saturday, May 5, 2012. Ms. Feris is requesting a 50% reduction in the Banquet Hall rental fee and in consideration of the 50% reduction in the rental fee; the American Diabetes Association will add Travis County as one of the sponsors for the event. The Travis County seal will be printed on the material advertising the event. Ms. Feris is also requesting approval for the donation of food items for event participants, volunteers, and sponsors. Spectators would procure any food and beverage items or alcoholic beverages they wished to consume from the Exposition Center concessionaire, G&M Catering. Attachment Two is a copy of the Exhibit A from the License Agreement reflecting the proposed reduced facility rental rate.

The American Diabetes Association has been recognized as a Better Business Bureau accredited charity for its accountability practices.

**STAFF RECOMMENDATIONS:**

Facilities Management Department (FMD) recommends approval of the use of the Banquet Hall at the reduced rate for the American Diabetes Association Tour de Cure event.

**ISSUES AND OPPORTUNITIES:**

Ms. Feris has agreed to add the Travis County seal on their printed material as a sponsor/partner in this worthwhile event. They have also agreed to payment of the other standard fees and charges that would apply, including custodial fees.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

FY 12 impact if approved is \$1,200 reduction in rental revenue.

**ATTACHMENTS/EXHIBITS:**

- 1. Ms. Feris letter, January 23, 2012
- 2. Exhibit A, License Agreement

**REQUIRED AUTHORIZATIONS:**

<i>cmc</i> Steve Manilla	County Executive	TNR	512-854-9429
Cynthia McDonald	Financial Manager	TNR	512-854-4239

CC:

Amy Draper	Financial Manager	FMD	854-9040
Tenley Aldredge	Assistant County Attorney	County Attorney	854-9415



January 23, 2012

Our Mission is to prevent and cure diabetes and to improve the lives of all people affected by diabetes.

Roger El Khoury, P.E.  
Director Facilities Management Department  
Travis County

The American Diabetes Association (ADA) requests Travis County to waive the partial (1/2) venue rental fee for the first Tour de Cure event held in Austin on May 5, 2012. We understand that Travis County cannot absorb the entire cost and we are willing to pay other charges that will apply such as custodial fees. We appreciate Travis County's current sponsorship and will include your seal/logo on all future printed collateral going forward.


We understand that you will allow the donation of food/beverage by outside vendors for our event participants, volunteers and sponsors. As we will not provide food, alcohol/beer and beverages to spectators, G&M Catering will have an opportunity to provide those items on a cash basis.

The mission of the American Diabetes Association is to prevent and cure diabetes and to improve the lives of all people affected by Diabetes. The American Diabetes Association is the nation's leading nonprofit health organization providing diabetes research, information and advocacy for all types of diabetes.

- Every 17 seconds a person is diagnosed with Diabetes.
- Kills more Americans than Breast Cancer & AIDS combined
- Current estimates that 1 in 3 adults will have Diabetes by 2050
- Minority children estimates predict 1 in 2 / 50% will develop Diabetes.
- Diabetes consumes 25% of Medicare's annual budget
- One out of every four health care dollars is spent caring for someone with diabetes.

The American Diabetes Association has been recognized once again as a Better Business Bureau (BBB) accredited charity for its accountability practices. This accreditation was presented by the BBB Wise Giving Alliance (Alliance). We appreciate your time and consideration. Please do not hesitate to contact me with any questions or concerns.

Thank you,

  
Mercedes Feris  
Special Events Manager  
American Diabetes Association

Austin, Tx. Office  
9430 Research Blvd.  
Bldg 2, Suite 150.  
Austin, TX. 78759

Diabetes Information  
1.800.DIABETES  
(1.800.342.2383)  
[www.diabetes.org](http://www.diabetes.org)

**EXHIBIT A**

**Travis County Exposition Center - Event Costing Schedule**

**Customer:** Mercedes Feris  
**Event:** American Diabetes Association - Tour de Cure  
**Date of Event:** 5-May-12

Item	Details	Unit	Qty	Rate	Amount
<b>Facility Rental Fees</b>	Luedecke Arena - Rental Period is 16 Hours	Day		\$ 3,000.00	\$ -
	Luedecke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -
	Luedecke Arena Dressing Room	Day		\$ 100.00	\$ -
	Skyline Club - Rental Period is 8 Hours	Day		\$ 1,200.00	\$ -
	Skyline Club for Each Additional Hour	Hour		\$ 100.00	\$ -
	Banquet Hall - Rental Period is 8 Hours	Day	<b>1</b>	\$ 1,800.00	\$ 1,800.00
	Banquet Hall for Each Additional Hour	Hour	<b>6</b>	\$ 100.00	\$ 600.00
	Show Barn - Rental Period is 12 Hours	Day		\$ 900.00	\$ -
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -
	Outside Show Barn Equestrian horse Arena	Day		\$ 200.00	\$ -
	All Grounds - Non-Concert Event	Day		\$ 1,000.00	\$ -
	Portion of the Grounds - Non-Concert Event	Day		\$ 500.00	\$ -
	All or Portion of the Grounds - Concert Event	Day		\$ 2,000.00	\$ -
	Other-50% discount by CC on February 7, 2012	Day	<b>(0.50)</b>	\$ 2,400.00	\$ (1,200.00)
<b>Total Facility Rental Fees</b>					<b>\$ 1,200.00</b>

<b>Equipment Rental Fees</b>	Tables	Each/Event		\$ 6.00	\$ -
	Chairs	Each/Event		\$ 1.50	\$ -
	Picnic Tables	Each/Event		\$ 10.00	\$ -
	Portable Bleachers	Each		\$ 20.00	\$ -
	Stalls	Each		\$ 15.00	\$ -
	Pens	Each		\$ 2.00	\$ -
	Cattle Ties	Each		\$ 2.00	\$ -
	50 stalls free if total stalls >100	Each		\$ 15.00	\$ -
	Other	Each		\$ -	\$ -
	<b>Total Equipment Rental Fees</b>				

<b>Custodial Fees</b>	Luedecke Arena	Day		\$ 600.00	\$ -
	Skyline Club	Day		\$ 200.00	\$ -
	Luedecke Arena Including Skyline	Day		\$ 775.00	\$ -
	Luedecke Arena Dressing Rooms	Day		\$ 75.00	\$ -
	Banquet Hall	Day	<b>1</b>	\$ 200.00	\$ 200.00
	Grounds	Day		\$ 260.00	\$ -
	Show Barn - One day horse show event	Day		\$ 200.00	\$ -
	Show Barn - Two days horse show event	2-Day		\$ 250.00	\$ -
	Show Barn - Three days horse show event	3-Day		\$ 300.00	\$ -
	Show Barn - All Events Except Horse Show	Day		\$ 200.00	\$ -
	Custodial Services During Event per Custodian	Hour	<b>32</b>	\$ 25.00	\$ 800.00
	Stall Cleaning	Each		\$ 5.00	\$ -
<b>Total Custodial Fees</b>					<b>\$ 1,000.00</b>

<b>Other Fees</b>	HVAC - Luedecke Arena	Hour		\$ 125.00	\$ -
	Forklift - with Driver	Hour		\$ 35.00	\$ -
	Moving and Placing Dirt	Hour		\$ 200.00	\$ -
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -
	Water Connection	Each		\$ 30.00	\$ -
	Other	Each		\$ -	\$ -
	<b>Total Other Fees</b>				

**ORIGINAL CONTRACT SUM** **\$ 2,200.00**

<b>DEPOSIT</b>	Non-Refundable = Percent of Original Contract Sum	<b>1</b>	<b>20%</b>	<b>\$ 440.00</b>
<b>BALANCE</b>	To Be Adjusted for Additional Services, If Applicable	<b>2</b>	<b>80%</b>	<b>\$ 1,760.00</b>
<b>DAMAGES DEPOSIT</b>	Refundable = Percent of Facilities Rental	<b>3</b>	<b>20%</b>	<b>\$ 240.00</b>
<b>PARKING SURCHARGE</b>	One-Third of Parking Fees Collected by Licensee	<b>4</b>		

1. Due at the Time the License Agreement is Signed by the Licensee
2. Due 30 Days Prior to Commencement of the Event
3. Due One Day Prior to Commencement of the Event
4. Due upon Event Conclusion



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By:** John Carr **Phone #:** 854-4772

**Director/Manager:** Roger A. El Khoury, M.S., P.E., Director, FMD

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

**Sponsoring Court Members:** County Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action on request from the Art Alliance Austin to use parking lot at 3<sup>rd</sup> and Guadalupe on April 13-15, 2012.

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

Facilities Management Department (FMD) received a request from Meredith Powell, Executive Director of Art Alliance Austin, to use the parking lot located at 3<sup>rd</sup> and Guadalupe Street. Art Alliance Austin is a non-profit 501(c)(3) organization. Ms. Powell is requesting use of the south half of the lot on Friday, April 13<sup>th</sup> and the full lot on Saturday April 14<sup>th</sup> and Sunday April 15<sup>th</sup>. Ms. Powell is requesting this use at no cost; however they would list Travis County as a sponsor for the Art City Austin event.

In 2011, the Commissioners Court considered a similar request from Mr. Powell. Subsequently, FMD was given direction to offer the use of the south half of the parking lot at a rate of \$750 per day. The total charge for just half of the lot would have been \$2,250 for the three day event. The Art Alliance Austin was unable or unwilling to agree to this fee and did not use the lot for their event. The operator of the parking lot then provided parking to patrons at their normally established fees and generated \$8,000 in revenue.

The parking lot is now under new management, Parking Systems of American, and is generating a guaranteed minimum of \$46,000 per month in revenue to the County.

### **STAFF RECOMMENDATIONS:**

Facilities Management Department recommends denial of the request from Art Alliance Austin to use the parking lot free of charge.

**ISSUES AND OPPORTUNITIES:**

In her letter, Ms. Powell asked for a response from Travis County by February 8, 2012 in order that they could make alternative plans if the use of the parking lot was not approved.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Approval of request for free use of the lot would result in an estimated loss of over \$8,000 in revenue.

**ATTACHMENTS/EXHIBITS:**

Ms Powell's letter, January 23, 2012

**REQUIRED AUTHORIZATIONS:**

Steve Manilla	County Executive	TNR	854-9429

CC:

Amy Draper	Financial Manager	FMD	854-9040

9520 – Facilities - 0101





art alliance austin

January 23, 2012

**board of directors**

Glenn Neal, Chair  
State of Texas

Christie Garbe, Vice Chair  
Central Health

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McCombs School of Business, UT Austin

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Fritz, Byrne Head & Harrison, PLLC

Carla Fraser: MPA  
Dyal and Partners

Marsha Jones  
HillCo Partners

Marshall Jones  
Wine and Food Foundation of Texas

Lacy LaBorde  
Pervasive Software

David Bodenman  
Highland Resources, Inc

**staff**

Meredith Powell  
Executive Director  
mpowell@artaallianceaustin.org  
512.609.8587

Allison Spector  
Program Director  
aspecter@artaallianceaustin.org  
512.609.8591

Leya Simmons  
Communications Director  
lsimmons@artaallianceaustin.org  
512.917.0393

**office location**

816 Congress Ave., Ste. 1140  
Austin, TX 78701

**mailing address**

P.O. Box 5705  
Austin, TX 78763

www.artallianceaustin.org

Mr. Roger El-Khoury  
Travis County Facilities Management  
1010 Lavaca Street, #400  
Austin, TX 78701

Dear Mr. El-Khoury:

Art City Austin, Austin's most prominent art festival takes place April 14-15, 2012. This downtown event features interactive community installations, educational components for youths and adults, artwork for sale, and local music and culinary treats. More than 20,000 people are expected.

Art Alliance Austin, a non-profit 501(c)(3), respectfully requests of Travis County the use of the parking lot at 4<sup>th</sup> and Guadalupe Streets, recently purchased by the County and operated by LAZ Parking. This lot has been reserved free of charge since the festival moved downtown from Laguna Gloria in 2000 (with the exception of 2011) and your consideration of continued support is very much appreciated.

**Request:**

In-kind use of the parking lot for patron (festival and Ballet Austin), artist and oversized vehicle parking

Dates: Friday, April 13 at 5:00a (south half)/5:00p (full lot) to Sunday, April 15 at Midnight

Considerations: Art Alliance Austin will work closely with LAZ Parking to ensure that the parking spaces used are adequately signed and blocked off and will also coordinate with the Austin Farmer's Market. In addition, insurance requirements will also be met.

If Travis County is willing to grant our request, we would list the County as a sponsor along with any other constituents you deem necessary. We hope that Travis County will join together as a partner in support of this cultural event.

Thank you for your consideration in reviewing our request. Please let me know if you need any further information. We would appreciate your response if possible by February 8, 2012 in order to make alternative plans should this lot not be available to us or the Ballet.

With gratitude,

Meredith L. Powell  
Executive Director  
Art Alliance Austin



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By:** John Carr **Phone #:** 854-4772

**Director/Manager:** Roger A. El Khoury, M.S., P.E., Director, FMD

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

**Sponsoring Court Members:** County Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action on the Property Management Agreement with Sentinel Lavaca Management Corporation associated with the 700 Lavaca building.

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

Facilities Management Department (FMD) received an offer from Sentinel Real Estate Corporation to extend the property management agreement between Sentinel and Travis County for the 700 Lavaca Street building. A copy of the offer letter dated January 4, 2012 is at Attachment One. Sentinel is proposing a 15 month extension of their contract for the period of July 1, 2012 through September 30, 2013 at a rate of \$10,000 per month (compared to the \$20,000 per month of the current term). Sentinel also proposes three options to extend beyond this term, which the rate being reduced by \$1,000 each year for the additional 12 month terms.

FMD has discussed this proposal with the other members of the Core Team. All members of the Core Team indicated they supported the proposal and recommended it be presented to the Commissioners Court for consideration.

### **STAFF RECOMMENDATIONS:**

Facilities Management Department recommends the Commissioners Court provide direction to staff to draft a contract amendment to the existing property management agreement incorporating the terms as proposed.

### **ISSUES AND OPPORTUNITIES:**

Sentinel Real Estate (Sentinel Lavaca Management) has been under contract since Travis County procured the 700 Lavaca Street building to provide financial and property management services. Sentinel also provided the property management services at this location prior to the purchase of the property by the County. Retaining these services from Sentinel Real Estate will provide continuity of services for the private tenants in the building. At

some point in the future, the County might wish to readdress whether or not to continue this private property management service, or to transition to County provided property management services.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

\$150,000 reduction in fees for the 15 month period from the current contract rates.

**ATTACHMENTS/EXHIBITS:**

Sentinel Real Estate offer, January 4, 2012

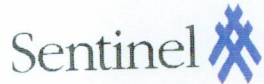
**REQUIRED AUTHORIZATIONS:**

Steve Manilla	County Executive	TNR	854-9429

CC:

Amy Draper	Financial Manager	FMD	854-9040

9520 – Facilities - 0101



January 4, 2012

Mr. Roger El Khoury  
Travis County Facilities Management  
PO Box 1748  
Austin, Texas 78767

Dear Roger,

It was a pleasure visiting with you at 700 Lavaca last month and I am pleased the asset has worked out so well for the County. Certainly the work performed to date is very well done and I congratulate you on its success.

As we discussed, the Sentinel team remains interested in continuing to manage the property on behalf of Travis County. Doris and the on-site staff have done an excellent job for us over the years and I think you would agree they are well suited for the needs of Travis County.

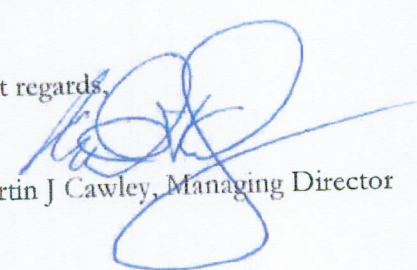
We do understand that even though the County has now had some time to acclimate themselves to the buildings operations, Sentinel would continue to provide a vital role in the management of the building at the same level of diligence and cooperation as we have over the last 2 years. Accordingly, we propose the following terms:

- 15 month extension for the periods July 1, 2012-September 30, 2012 and October 1, 2012-September 30, 2013: **\$10,000/month**
- Three individual, 12 month extension options starting October 1, 2013: Reducing the monthly fee by \$1,000 per year for each 12 month term.

This proposal represents savings of \$10,000 per month over the total extended term of 15 months, representing savings of \$150,000 for Travis County.

I am available to discuss this proposal at your convenience and also to meet personally if you so desire. We look forwards to hearing from you.

Best regards,

  
Martin J Cawley, Managing Director

CC: Robert Austin  
Doris Zagst



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By/Phone Number:** Rossana Barrios/854-4578

**Elected/Appointed Official/Dept. Head:** Joe Harlow, CIO

**Commissioners Court Sponsor:** Commissioner Margaret Gomez

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### **AGENDA LANGUAGE:**

Discuss and take appropriate action on Granger Fund Request for ITS related improvement at the Granger Building.

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

See attached memorandum.

### **STAFF RECOMMENDATIONS:**

Recommend approval of the proposed funding request and approval of renovation process.

### **ISSUES AND OPPORTUNITIES:**

See Attached Documentation

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

\$649,635 from the CAR Reserve and existing CO balances. (See attached documentation for detailed fiscal impact information.)

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office

Facilities Management Department

County Attorney

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



Travis County Courthouse, Austin, Texas

**TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES**

**Joe Harlow, CIO & Interim County Executive**

700 Lavaca · Suite 501A · Austin, TX 78701 · (512) 854-9666 · Fax (512) 854-4401

**MEMORANDUM**

**DATE: January 30, 2012**

**TO: Commissioners Court**

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

**SUBJECT: Granger Fund Request for ITS related improvement at the Granger Building**

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ITS is requesting Commissioners Court approval to use \$649,635 from the CAR Reserve and existing CO balances to begin work to renovate the Granger Building 1<sup>st</sup> and 2<sup>nd</sup> floors. As background, this project was not recommended during the FY 12 budget process since full program costs had yet to be ascertained. Since the beginning of the new fiscal year, ITS has coordinated efforts with both PBO and FMD to finalize costs, proposed timelines and identify funding sources for the Granger renovation. We believe the project is now ready to go forward.

The work ITS needs to complete will encompass the infrastructure to migrate or convert Granger from legacy voice to the improved Unified Communications VoIP model, along with the build out of necessary Main Distribution Facilities and an Intermediate Distribution Facilities (IDF). The MDF and IDF is where the network equipment will be housed to support the external and internal cabling infrastructure. Redundant cable will be installed throughout the two floors, and when time and budget allows, will provide a backbone for other floors at this site. There will also be Uninterrupted Power Supply (UPS) capability which will provide emergency power to the equipment in case of power interruption. This will allow the network equipment and voice system to stay in operation for a short period of time until power is restored.

cc: Roger El Khoury - FMD  
Leroy Nellis, Jessica Rio, Diana Ramirez, Katie Gipson - PBO  
Walter LaGrone, Randy Lott - ITS


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



700 Lavaca Street, Suite 1560  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

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

**FROM:** Jessica Rio, Assistant Budget Director 

**DATE:** January 27, 2012

**SUBJECT:** PBO Recommendation to Court Regarding ITS Related Improvements at Granger Building

In December of 2011 ITS met with PBO and Facilities Management to propose a request for funding related to already approved renovation work at the Granger Building. Both PBO and FM are supportive of ITS's request for \$649,635 to match up needed ITS work with the related FY 12 approved renovation of the Granger facility. The facilities portion of the renovation work was funded with CAR resources in Facilities Management (\$2,791,689).

During the FY 12 budget process, the ITS portion of the project was not recommended by PBO for approval because the full program costs were still very fluid and exceeded \$1.3 million for the entire facility. The cost estimates are now known and matched up with the phasing of FM's proposed renovation work at Granger. Therefore, PBO will be recommending appropriate funding from the CAR Reserve (\$63,850) and existing CO balances (\$585,785) in February as part of the scrubbing process (pending County Attorney review).

cc: Roger El Khoury  
Leroy Nellis  
Randy Lott  
Diana Ramirez  
Katie Petersen  
Hannah York  
Adrienne Yust



## Travis County Commissioners Court Agenda Request

February 7,

**Meeting Date:** ~~January 10~~, 2012

**Prepared By/Phone Number:** Elizabeth Montgomery, 854-3124

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney

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

**AGENDA LANGUAGE:** Consider and take appropriate action on revisions to Chapter One of the Travis County Code, Commissioners Court Rules of Procedure.

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

**STAFF RECOMMENDATIONS:** N/A

**ISSUES AND OPPORTUNITIES:** N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

**REQUIRED AUTHORIZATIONS:**

John Hille, County Attorney, 854-9513

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

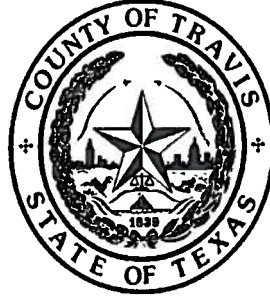
STEPHEN H. CAPELLE  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup> STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TENLEY A. ALDREDGE

TAMARA ARMSTRONG

JAMES M. CONNOLLY

DANIEL BRADFORD

† Member of the College  
of the State Bar of Texas

January 5, 2012

Honorable Samuel T. Biscoe  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

Re: Committees and Boards Policy; Our File No. 61.561

Dear Judge Biscoe:

Enclosed you will find the revisions to Section 1.017 of the County Code, dealing with Appointments to Committees and Boards. I believe I have captured the direction the Commissioners Court provided on December 13, 2011.

I am providing you these changes along with several others to Chapter One that have been requested or are needed due to changes in County practice. Please contact me if you have any questions or comments on the Policy.

Sincerely,

John C. Hille, Jr.  
Director, Transactions Division

JCH:erm

## Chapter 1. Commissioners Court Rules of Procedure

### Table of Contents:

1.001	Intent of Rules
1.002	Meeting Place and Times
1.003	Preparation of Court Agenda
1.004	General Rules
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1.0051	Amending this <del>Policies, Procedures, and Regulations Manual</del> Travis County Code
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1.006	(Available for Expansion)
1.007	Road District Policy Procedures (Attached)
1.008	Partial/Periodic Reduction of Performance Security
1.009 – 1.012	(available for expansion)
1.013	Tax Collector's Determination of Possible Delinquent Taxes Owed by Vendors/Providers
1.014	Robert's Rules of Order
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1.017	Commissioners Court Appointments to Committees and Boards
1.018	Program Resolution Establishing Travis County Risk Management Fund
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1.021	Policy for Naming County Parks and Park Facilities

### 1.001 Intent of Rules<sup>1</sup>

The following Rules of Procedure are adopted by the Travis County Commissioners Court as directory rules to promote the orderly conduct of its business and to make its formal methods of operation known to citizens who have business before the Court.

### 1.002 Meeting Place and Times<sup>2</sup>

- (a) The Commissioners Court will meet routinely in the Commissioner's Courtroom, 1st Floor, Travis County Administration Building, 314 W. 11th Street, Austin, Texas. Commissioners Court, Executive Sessions, Public Hearings and other special meetings may be held at the following locations: Travis County Courthouse, 1000 Guadalupe, Travis County Courthouse Annex, N.L. Gault Building, 1010 San Antonio, City Council Chambers of all municipal governments in Travis County and School Board meeting rooms of all school districts in Travis County.
- (b) The Commissioners Court will meet in a Voting Session at 9:00 a.m. on Tuesdays, unless special notice is given to the contrary.

<sup>1</sup> Sections 1.001 through 1.004 amended 2/3/1998, Item 3

<sup>2</sup> Sections 1.001 through 1.004 amended 2/3/1998, Item 3  
Chapter 1 – amendments added through 11/25/2008

**1.003 Preparation of Court Agenda**<sup>3 4</sup>

**(a) Voting Session**

- (1) Requests for items to be placed on the Court's Voting Session Agenda must be received in the office of the County Judge, 5th floor, -Travis County Administration Building, by 12:00 noon on Tuesdays, seven (7) days in advance of the Voting Session.
- (2) An item to be considered by the Commissioners Court must be placed on the agenda by a member of the Court. The item must be presented to the Court member in the following manner:
  - (A) With an explanatory memorandum, in standard briefing format, from an County Executive Manager or an Elected Official, or, in the case of (1) purchases of items to be used by all departments and offices, or (2) a purchase wherein the County Executive Manager or Elected official requests that a routine item be handled by the Purchasing Agent, from the Purchasing Agent;
  - (B) If the agenda item is a purchase of a good or service, then it shall include documentation to reflect review and approval from the Purchasing Agent;
  - (C) If the agenda item involves a budget revision, then it shall include documentation to reflect review and comment from the Planning and Budget Office;
  - (D) If the agenda item involves a contract or needs a legal opinion to support the action proposed, then it shall include documentation to reflect review and comment from the County Attorney's Office;
  - (E) Commitment that all witnesses and individuals affected by the item, as determined by the Court member, have been notified the item will be placed on the agenda; and
  - (F) With a copy of any document required to implement the item that requires signature of the Judge or all members of the court.
- (3) Requests to place items on the Court's agenda must be made ~~in-~~ writing on a form provided by the County Judge's Office for that purpose.
- (4) Written materials to be reviewed by the Commissioners Court in Voting Session must be submitted to the County Judge's Office in

<sup>3</sup> Sections 1.001 through 1.004 amended 2/3/1998, Item 3

<sup>4</sup> Sections 1.003 and 1.004 amended 9/4/2001, Item 32.

completed form at the time the item is requested to be placed on the Court's agenda.

- (5) Each Voting Session agenda will include an item called "Citizen's Communication". Citizens do not have to turn in agenda items before the Voting Session, but should appear in person at the session.
- (6) The County Judge's office will prepare and distribute the Voting Session Agenda on Thursday preceding the date of the Voting Session. The County Judge's office will also distribute the agenda and all backup material to the commissioners Court no later than Thursday prior to the date of the Voting Session. An electronic version of the agenda will also be distributed by Thursday at 5:00 p.m. At least one copy of this backup material will be available for the public to review in the office of the County Judge.
- (7) The County Judge's office will ensure compliance with the provisions of the Texas Open Meetings Law in posting notices of all the Court's meetings.
- (8) The County Judge may group routine items without controversy together on the Court's Voting Session Agenda as "Consent Items", which items may be approved by the Court on a single motion and vote.
  - (A) Prior to consideration of the "Consent Items" the County Judge, or presiding member of the Court, will honor any request from any Court Member that an item be removed from the Consent Items and separately considered by the Court.
  - (B) Each Voting Session agenda item may, after discussion, be designated as "Consent", if appropriate, and included in the consent motion of the appropriate Voting Session. However, any single court member may prevent an item from being included in the Voting Session consent motion.
- (9) Items that are likely to be discussed in Executive Session may be grouped on the agenda with an indication under which provisions of the Texas Open Meetings Law the Executive Session will be heard.
- (10) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original documents of such contracts or agreements requiring County Judge or Commissioners Court signatures must be submitted no later than 12:00 noon on the Monday before the meeting.

**1.004 General Rules<sup>5 6 7</sup>**

- (a) Person who gives testimony to the Commissioners court in Voting Session must first identify themselves by name and who, if anyone, or entity, they represent.
- (b) All Voting Session, Public Hearings, and meeting of the Commissioners Court will be ~~digitally audio tape~~ recorded and such ~~recording tapes~~ will be available for review by the public in the ~~office of the County Clerk~~ Records Management Department for at least two years from the date of the meeting.
- (c) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original copies of such contracts or agreements for signatures must be submitted at the time they are placed on the Court's agenda.
- (d) ~~Except for Executive Sessions, all Voting Sessions, Public Hearings, and meetings of the Commissioners Court will be tape recorded and such tapes will be available for review by the public in the office of the County Clerk for at least two years from the date of the meeting.~~
- (ed) Except for consultation with its attorneys under the provisions of Government Code section 551.071, all Executive Sessions of the Commissioners Court will be tape recorded and the recording shall be sealed and delivered to the custody of the County Treasurer to be held for at least two years from the date of the meeting. Tapes of Executive Session may only be reviewed as provided by law.

**1.005 Amending or Suspending Rules**

- (a) These rules may be amended by majority vote of the Commissioners Court meeting in Voting Session.
- (b) A rule may be suspended by majority vote of the Commissioners Court.

**1.0051 Amending this Travis County Code Policies, Procedures, and Regulations Manual<sup>8</sup>**

- (a) This ~~Travis County Code Policies, Procedures, and Regulations Manual~~ may, from time to time, be amended by order of the Commissioners Court of Travis County. All action to amend this ~~Travis County Code Policies, Procedures,~~

<sup>5</sup> Section 1.004 amended 4/8/1997, Item 6.

<sup>6</sup> Sections 1.001 through 1.004 amended 2/3/1998, Item 3

<sup>7</sup> Section 1.004 (a) amended 9/4/2001.

<sup>8</sup> Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9

~~and Regulations Manual~~ shall conform to the requirements of this section and to all other requirements imposed by law, including all the requirements of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~.

(b) Definitions. For the purposes of this section

- (1) "Amendment" means any creation of a new policy, procedure, or regulation or an addition to or change of an existing policy, procedure, or regulation.
- (2) "Policy" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of one or more officials or employees of Travis County.
- (3) "Procedure" means those rules of operation or administration adopted by the Commissioners Court for the purpose of standardizing the accomplishment or implementation of any policy or regulation.
- (4) "Regulation" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of persons generally, regardless of whether they are officials or employees of Travis County.

(c) Neither the Commissioners Court nor any of its employees shall take any action or make any attempt to enforce any policy or procedure which is not included in this ~~Travis County Code Policies, Procedures, and Regulations Manual~~.

- (1) Regulations not contained in this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ may be enforced by the Commissioners Court and its employees, if such regulations are otherwise enforceable as a matter of law.
- (2) Any employee of the Commissioners Court who becomes aware of the existence of a regulation which is not included in this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ shall immediately request that an agenda item be placed on the next available Commissioners Court agenda to amend this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ to include such unincorporated regulation, in accordance with the procedures outlined in this section and in accordance with §1.003 hereof.

(d) Procedure for amending this ~~Travis County Code Policies, Procedures, and Regulations Manual~~.

- (1) Any Travis County official or employee desiring to amend this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ shall prepare the desired amendment in writing. The desired amendment

shall conform to this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ in form, style, and numbering system.

- (2) The official or employee is encouraged to:
  - (A) Submit draft copies of the desired amendment to all other Travis County officials, ~~County e~~Executive managers, or department heads whose offices, areas of responsibility, or departments may or will be affected by the desired amendment and solicit their comments and advice concerning the desired amendment;
  - (B) Request the County Attorney to conduct a substantive legal review of the desired amendment; and
  - (C) Prepare an analysis of the fiscal impact the desired amendment is expected to have on the various budgets of Travis County and submit with the desired amendment a statement of any such expected fiscal impact.
- (3) The official or employee shall submit the desired amendment to the Travis County Attorney in writing on paper and ~~in Microsoft Word format on three and one-half-inch, high-density computer disk or disks in ASCII format~~. If possible, the desired amendment should be submitted to the Travis County Attorney in ~~Microsoft Word~~WordPerfect for Windows format.
- (4) The Travis County Attorney shall review the desired amendment to insure that it conforms to this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ in form, style, and numbering system.
  - (A) If the Travis County Attorney finds that the desired amendment fails in any way to conform to the form, style, or numbering system of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~, the Travis County Attorney shall return it to the official or employee together with written advice concerning the way or ways in which it fails to conform or, at the discretion of the Travis County Attorney and with the consent of the official or employee, the Travis County Attorney may change the desired amendment to conform to the form, style, and numbering system of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~.
- (5) If the desired amendment conforms to the form, style, and numbering system of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~, the Travis County Attorney shall forward the paper and ~~Microsoft Word~~computer disk copies of the desired amendment to the Travis County Judge or, at the request of the official

or employee, to another member of the Commissioners Court, together with a written opinion that the desired amendment conforms to the form, style, and numbering system of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ and a request that it be placed on the agenda of the Commissioners Court on a date selected by the official or employee desiring the amendment. Neither the opinion regarding conformity to form, style, and numbering system nor the agenda request itself shall be construed to indicate that the Travis County Attorney has reviewed the substance of the desired amendment or that the Travis County Attorney supports the adoption of the desired amendment.

- (6) Upon receipt of a desired amendment in writing on paper and ~~Microsoft Word computer disk~~, together with the opinion of the Travis County Attorney regarding conformity to form, style, and numbering system and an agenda request, the Travis County Judge shall treat it as an agenda request pursuant to § 1.003 hereof. The Travis County Judge shall not place a desired amendment on the agenda of the Commissioners Court unless he is in receipt of an opinion of the Travis County Attorney that the desired amendment conforms to the form, style, and numbering system of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ and an agenda request therefore.
- (7) Upon adoption of an amendment by the Commissioners Court, the Travis County Judge shall forward the amendment in writing on paper and ~~Microsoft Word computer disk~~ to the Travis County Clerk, by immediately handing the paper and ~~Microsoft Word disk~~ to the Clerk or her representative in the meeting room of the Commissioners Court.
- (8) Upon receipt of an amendment from the Travis County Judge, the Travis County Clerk shall cause the amendment to be added to the official copy of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~.

**1.0052 The Official Copy of the Travis County ~~Code Policies, Procedures, and Regulations Manual~~<sup>9</sup>**

- (a) The Travis County Clerk shall be the custodian of the official copy of the Travis County ~~Code Policies, Procedures, and Regulations Manual~~.
- (b) The Travis County Clerk shall cause to be published copies of the Travis County ~~Code Policies, Procedures, and Regulations Manual~~.

<sup>9</sup> Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9  
Chapter 1 – amendments added through 11/25/2008



- (c) The Travis County Clerk shall make copies of the Travis County ~~CodePolicies, Procedures, and Regulations Manual~~ available to the public and to all Travis County officials and department heads.
- (1) The Travis County Clerk shall charge members of the public an amount equal to the actual cost of publishing the copies of the ~~Travis County CodePolicies, Procedures, and Regulations Manual~~ which they receive.
  - (2) The Travis County Clerk shall withhold delivery of a copy of the ~~Travis County CodePolicies, Procedures, and Regulations Manual~~ to a member of the public until she has received the authorized charge therefore.
  - (3) In the event of any dispute about the actual cost of publishing, such actual cost of publishing shall be determined by the Travis County Auditor.
- (d) Each time the Travis County Clerk distributes a copy of the ~~Travis County CodePolicies, Procedures, and Regulations Manual~~, she shall determine whether the person to whom she is distributing the copy desires to receive any future amendments, as defined in section 1.0051(b)(1) hereof. Each person who desires to receive copies of future amendments shall be a "registered holder of the ~~CodeManual~~" and shall receive a "registered copy of the ~~CodeManual~~." The Travis County Clerk shall number each registered copy of the ~~CodeManual~~. She shall keep an accurate record of the name and address of each registered holder of the ~~CodeManual~~. Any registered holder of the ~~CodeManual~~ may change the name or address of the registered holder of their ~~CodeManual~~ or ~~CodeManuals~~ by written notification to the Travis County Clerk designating specifically the name and address of the new registered holder of each registered copy of the ~~CodeManual~~ by number of the copy.
- (1) The Travis County Clerk shall charge an annual subscription fee to registered holders of the ~~CodeManual~~ who are not Travis County officials, ~~County Executive managers~~, or department heads, hereinafter referred to as "private registered holders."
  - (2) The annual subscription fee shall be in the amount estimated to be the actual cost of publishing and distributing the amendments.
  - (3) The Travis County Clerk shall refuse to deliver a registered copy of the ~~CodeManual~~ to a private registered holder, unless she receives the annual subscription fee for the first year in advance. At the beginning of subsequent years, she shall provide all private registered holders with a statement of the annual subscription fee for the coming year and shall not deliver amendments to any private registered holder for that year, unless she receives the annual subscription fee for that

year in advance. Any registered copies which have not received copies of the amendments for a period of one (1) year shall be deleted from the list of registered copies.

- (4) In the event of dispute about the estimated cost of publishing and distributing the amendments, the estimated cost of publishing and distributing shall be determined by the Travis County Auditor.

1.006 (Available for Expansion)<sup>10</sup>

1.007 ~~Read District Policy Procedures (Attached)~~(Available for Expansion)<sup>11</sup>

1.008 **Partial/Periodic Reduction of Performance Security**

- (a) The Travis County Judge is hereby authorized to execute statements of partial and/or periodic reductions of the amounts of letters of credit posted for the completion of subdivision street and drainage improvements when provided with the following:
  - (1) a Lender's certified statement of amounts paid for completed work;
  - (2) a Professional Engineer's certification of quantities of work completed;
  - (3) a contractor's receipt of payment for work completed;
  - (4) an inspection report from ~~TNRP.I.T.D.~~ indicating the completion of that portion of the work represented by the Contractor's invoice;
  - (5) the approval of the Commissioner in whose precinct the subdivision is located; and
  - (6) the approval of the County Executive for TNRP.I.T.D. Director.
- (b) The reduction shall be for no more than ninety percent (90%) of the estimated quantities of the work completed to County specifications and shall not exceed ninety percent (90%) of the construction security.

1.009 – 1.012 (available for expansion)<sup>12</sup>

1.013 **Tax Collector's Determination of Possible Delinquent Taxes Owed by Vendors/Providers**

The Tax Collector's Office will review all contract vendor/providers to determine whether the vendor/provider owes delinquent property taxes. (added 04/29/87)

<sup>10</sup> Section 1.006 was rescinded 9/7/1988, Item #8.

<sup>11</sup> See Chapter 83

<sup>12</sup> Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9

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**1.014 Robert's Rules of Order**

The Commissioners Court adopts Robert's Rules of Order as the official rules unless otherwise dictated by State law.

**1.015 (available for expansion)<sup>13</sup>**

**1.016 Department Reorganization Guidance Procedures**

- (a) **Problem Identification.** In this phase, we would be presented with an explanation of problems which affect the performance and/or cost of the agency. Alternatives for solving those problems would be explored, and if reorganization was a possible solution, we would be given a specific explanation of why the administrative reorganization is the desired alternative.
- (b) **Assuming Phase A indicated that reorganization was appropriated, an organization chart would be developed which would result in the most functional and cost-effective approach.** In this phase no consideration will be given to the existing personnel and their current job positions. The idea is to develop the best, most streamlined organization we can, without deliberately creating or eliminating positions based on the personalities currently employed by the agency. The budget and performance impact of the reorganization would be considered in adopting a reorganization plan. When the plan is adopted, formal job descriptions would be written (or amended) for the entire agency.
- (c) **Analyze Effect on Current Employees.** Once an organization plan is adopted, the administrator of the department will report to the Commissioners Court what effect he/she believes the reorganization will have on current personnel. In other words, which employees are to be transferred to new positions, which employees may have a job description change, and which employees may not have jobs remaining after the reorganization is implemented. The Commissioners Court will encourage (but not require) that preference be given to current employees for new jobs to prevent lay-offs. Current employees should be given some extra credit applying for these jobs and should be given training if feasible to qualify for the jobs.
- (d) **Prepare Transition Plan.** In addition to our Reduction-in-Force (RIF) Policy, a transition plan would be prepared showing when the reorganization would actually take effect (perhaps in stages), what changes (office moves, equipment, etc.) need to be made prior to implementation, training and orientation sessions, budget changes, and so forth. Notice would be given to

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<sup>13</sup> Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9  
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every employee explaining the effect of the reorganization on them and the date such change would occur.

**1.017 Commissioners Court Appointments to Committees and Boards<sup>14</sup>**

**(a) Procedure for Appointing Court Members to Entities Soliciting Interested Applicants**

(1) When any member of the Commissioners Court becomes aware of a committee vacancy, he/she shall notify the County Judge's office. The County Judge's office shall be the central repository for all committee information, including vacancies. In December of each year, the County Judge's office will provide a copy of the comprehensive list of appointments made by the Commissioners Court showing the name of the board or commission, the name, ~~address, and phone number~~ of each appointee, ~~the name(s) of the nominating member(s) of the Commissioners Court,~~ and the date of expiration of each appointment.

(2) The County Judge will schedule an Item in January each year for the Commissioners Court to consider each appointment.

**(b) Procedure for Appointing Member of the Public to Entities**

**(1) Uniform Appointment Process**

(A) The Uniform Appointment Process (UAP) will be used for the following Boards and Committees:

1. Capital Metro Board of Directors
2. Central Texas Regional Mobility Authority Board of Directors
3. Integral Care Board of Directors
4. Central Health Board of Managers
5. Travis Central Appraisal District Board of Directors
6. Travis County Housing Authority

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<sup>14</sup> Section 1.017 was amended 2/27/1996, Item 6  
Chapter 1 – amendments added through 11/25/2008

(B) Reappointments. Before expiration of a term, or upon a vacancy arising for an organization subject to this UAP, the County Judge shall schedule a Commissioners Court Agenda Item for a Call for Applications as described below in (C), or in the case of an existing organization member, instruct the Coordinator for Intergovernmental Relations (IGR) to determine if the member desires to continue for an additional term, and contact the organization to determine if the member has a good attendance of meetings and is a good contributor to the organization. Should the Coordinator for IGR submit an acceptable report to the County Judge, the County Judge shall schedule for Commissioners Court the consideration of the re-appointment.

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(C) Call for Application.

- (i) In all other cases other than the process set out in subsection (B) the Commissioners Court shall order a Call for Applications.
- (ii) Should the Commissioners Court order a Call, Records Management will advertise on the County website the position offered, the position criteria required by statute, regulation or contract, the Standard Application, a description of this UAP, and any preferred qualification or skill sets desired by the Court. The position will be advertised for a period of one (1) month unless the Commissioners Court directs a different time period. Records Management may bi-annually, request the Commissioners Court to update the Standard Application and criteria for each position.
- (iii) Records Management will forward all applications received to IGR for processing.
- (iv) IGR will coordinate with any County Executive(s) the Commissioners Court directs for an appointment.
- (v) IGR and the County Executive(s) will verify the applicants meet the criteria and the deadlines; then short list the Applicants to a number of candidates for interview by the Commissioners Court; and forward the names to the County Judge.

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- (vi) The County Judge will schedule a Commissioners Court Agenda Item to determine a date(s) for interviews for the candidates which the Commissioners Court chooses to interview.
- (vii) After interviews, the Commissioners Court may appoint an interviewee to the organization, or make another Call for Applications.
- (viii) The Commissioners Courts motion to appoint or reappoint the member will include the beginning and ending dates of the term to which they are appointed.

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(2) All Other Appointments

(2) (A) The County Judge's office, with the assistance of the Commissioner's offices, will ~~accept the responsibility of compiling~~ maintain a mailing list of all community, neighborhood, civic organizations, etc. whose memberships may be interested in serving on Travis County committees. This list will be used to notify interested persons of the Travis county committees, their purpose and current or upcoming vacancies, and to provide them with a contact for additional information. In addition to the mailing list, utilization of the county's media department, as well as featured media stories, would be made to further advertise committee information and vacancies.

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(3) (B) Application for appointment will be collected by any member of the Commissioners Court, with the original being provided to the County Judge's office for central record keeping purposes.

(4) (C) Items regarding committee appointments will be routinely placed on the Commissioners Court agenda for action. Appropriate applications will be provided as back-up material prior to court action. The deadline for placing items on the Commissioners Court agenda will apply to the committee appointments as well.

~~(5) Posting of vacancies at various public locations may also be done.~~

(b) (D) Procedure for Commissioners Court Appointments

(1) (i) When the Court has five (or multiples of 5) appointments to make, each member of the Court will nominate one, or for multiples, an equal number.

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(2) (ii) When the Court has four (or eight) each Commissioner will nominate one (or equal number).

(3) (iii) When the Court has three (six or nine) appointments to make, the County Judge will nominate one (two or three) the Commissioners from Precincts 1 and 4 will jointly nominate one

(two or three), and the Commissioners from Precincts 2 and 3 will jointly nominate one (two or three).

~~(4)~~ ~~(iv)~~ When the Court has two appointments to make, the Commissioners from Precincts 1 and 4 will jointly nominate one, and the commissioners from Precincts 2 and 3 will jointly nominate one.

~~(5)~~ ~~(v)~~ When the Court has one appointment to make, any member of the Court may nominate someone. To assist in this appointment, the County Judge's office will send a notice one month in advance of the expiration of such an appointee's term to the County Commissioners, indicating the name, position, and date the term expires. No sooner than two weeks after such notice is sent, but preferably prior to the expiration of the term, the County Judge will sponsor a generically worded item on the Commissioners Court agenda indicating the name of the board or commission on which there is a vacancy. During the Commissioners Court meeting on this agenda item, any member of the Commissioners Court can nominate someone for the appointment, which will then be voted upon by the Commissioners Court.

~~(6)~~ ~~(vi)~~ Regardless of who makes a nomination, all Court members will use their appointments to insure fair and appropriate representation of the community on boards and commissions.

**1.018 ~~Program Resolution Establishing Travis County Risk Management Fund~~  
~~(Available for Expansion)~~**

**1.019 County Vehicle Usage Policy<sup>15</sup>**

**(a) Administrative Responsibility**

(1) The responsibility and authority to control use of County vehicles is assigned by the Commissioners Court to the Elected or Appointed Official or ~~County Executive Manager~~ to whom the vehicle has been appropriated. For example, the ~~County Executive Manager~~ for Health and Human Services is authorized to control the use of vehicles assigned to Health and Human Service, ~~Veterans Service and Agrilife Extension~~ departments, ~~and specifically to the Rural Community Action Program,~~ and the ~~County Executive Manager~~ for Transportation and Natural Resources is authorized to control the use of vehicles assigned to the central Vehicle Maintenance Program.

<sup>15</sup> Section 1.019 was replaced 11/25/08, Item 14.

(2) Subject to Chapter 40 of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ relating to the use of county-owned passenger vehicles while off-duty, elected or appointed officials or ~~County eExecutive managers~~ decide which, if any, of their employees are authorized to take County vehicles home, based on the following criteria:

- (A) Significant improvement in the efficiency and effectiveness of our service to the public through:
- (i) After hours service
  - (ii) Less cost to taxpayers
  - (iii) Ability to respond in emergencies or to public safety issues.
  - (iv) Availability of specific equipment attached to County vehicles.

(3) Department Heads are expected to monitor the use of County vehicles and to take appropriate corrective measures in the event of abuse, policy violation or loss of justification.

(4) The elected or appointed officials or ~~County eExecutive managers~~ will decide how to monitor the use of County vehicles and take appropriate action in the event of abuse or policy violation.

(5) County employees authorized to take home County vehicles will be identified to Commissioner's Court yearly, by each department, as part of the budget process.

(6) County employees who are authorized to take home vehicles shall not use such vehicles for personal use.

(b) Use by Other County Departments

(1) With the approval of the elected or appointed official or ~~County eExecutive manager~~ to whom a vehicle has been appropriated by the Commissioners Court, vehicles may be loaned to other County offices or departments for public purposes.

(2) When vehicles are loaned for a use outside the department to which they were appropriated by the Commissioners Court, the responsible department or office shall make a log showing the County office or department using the vehicle, the purpose and destination of the trip, the beginning and ending date and time of use, the beginning and ending odometer reading, and the name of the County employee(s) who will operate the vehicle.

(3) Use of vans by 4-H C.A.P.I.T.A.L. Project



- (A) The Director of the Travis County Agri~~Lifecultural~~ Extension Service shall be authorized by the Commissioners court to designate any person within the 4-H C.A.P.I.T.A.L. Project to drive vans owned by Travis County whether or not the person so designated is paid directly from Travis County funds.
  - (B) Any person so designated by the Director of the Travis ~~e~~County Agri~~Lifecultural~~ Extension Service shall be deemed an "employee" of Travis county for the sole purpose of bringing such person within the scope of coverage under the Travis County Risk Management Organization and Administration Policy.
  - (C) Authorization shall continue in full force and effect until amended or revoked by the Travis County Commissioners Court.
- (c) Prohibited Use
- (1) County vehicles may not travel outside the State of Texas at any time.
  - (2) County vehicles may not be operated by anyone other than a current Travis County employee who holds a valid Texas driver's license as appropriate for the occasion.
  - (3) County vehicles may not be used if the State inspection has expired, or if in the judgment of ~~County Executive Manager~~ for Administrative Operations or responsible elected or appointed official or ~~County eExecutive manager~~, the vehicle is unsafe for use.
  - (4) Except as may be authorized by Chapter 40 of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~, no County employee is authorized to routinely take home within Travis or surrounding counties, or otherwise use a County-owned vehicle for personal reasons unless expressly authorized by a Budget Amendment approved by the Commissioner's Court. To enable emergency response after hours, an elected or appointed official or ~~County eExecutive manager~~ may authorize other County employees to take home a County-owned vehicle within Travis or surrounding counties during the emergency period.
- (d) This  1.019 is subject to and shall be construed in accordance with Chapter 40 of this Code.
- (e) Citations. A citation includes all written orders from law enforcement for vehicle violations including traffic violations, violations recorded by cameras at red lights and non-traffic or non-moving vehicle violations like parking violations for misdemeanor offences.

- (1) An employee operating a county vehicle is responsible for obeying all laws related to operating and parking the vehicle.
- (2) If a citation is issued as a result of the employee's failure to operate or park the County vehicle legally, the employee is responsible for notifying their immediate supervisor and providing their immediate supervisor with a copy of the citation within twenty-four hours.
- (3) The immediate supervisor of the employee shall complete an Affidavit of Non-Liability and send it to the entity issuing the citation to inform that entity that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for any penalties resulting from the citation.
- (4) The employee is responsible for paying for all the penalties resulting from the citation received, including fines, fees, penalties, court costs and any other related penalties.
- (5) Failure to report citations and/or failure to pay citations will lead to disciplinary action up to and including termination.
- (6) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive Manager.

(f) Use of Toll Road

- (1) Only authorized County emergency vehicles may use toll roads. Elected and Appointed Officials shall annually submit a list of emergency vehicles authorized to use toll roads to the County Fleet Manager. The County Fleet Manager submits this list to the appropriate Toll Authorities.
- (2) County Employees using non-emergency County Vehicles on official County Business are expected to use alternative non-toll routes. If an employee uses a toll road for either official County business or other approved use, the employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.
- (3) If an employee uses a personal vehicle on County business, that employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.
- (4) If an employee incurs charges resulting from the unauthorized use of toll roads that result in a liability to Travis County, including tolls,

invoice fees, fines, court cost and any other related penalties; the employee is responsible for paying for them. The employee is responsible for informing their immediate Supervisor of any possible charge or penalty and providing their immediate supervisor with a copy of any citation within twenty-four hours.

- (5) The immediate Supervisor of the employee shall complete an Affidavit of Non-Liability and sent it to the appropriate toll authority to inform it that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for the tolls and any penalties related to non-payment of tolls.
- (6) Failure to pay tolls or report and pay citations resulting from non-payment of tolls may lead to disciplinary action up to and including termination.
- (7) Unauthorized use of toll roads may lead to disciplinary action up to and including termination.
- (8) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive ~~Manager~~.

**1.020 Policy for Naming New Travis County Facilities<sup>16</sup>**

- (a) Purpose: To develop written guidelines for naming Travis County Facilities in open and more efficient manner.
- (b) Procedure
  - (1) At any time a Travis County facility is to be named, the Commissioners Court will issue a call for recommendations, provide notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.
  - (2) Recommendation by a Private Citizen and/or Group. Any private citizen and/or group may make a recommendation to the Travis County Commissioners Court regarding the naming of a County facility by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.
  - (3) If the recommendation is to name the facility after an individual, the following criteria must be met:

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<sup>16</sup> Section 1.020 added 2/13/1996, item 4  
Chapter 1 – amendments added through 11/25/2008

- (A) The individual must have made a significant contribution to Travis County.
  - (B) The private citizen and/or group making the recommendation must provide a written biographical sketch of the individual, whether living or deceased, to the Commissioners Court when making the recommendation.
- (4) After the public hearing, the Commissioners Court will submit all recommendations to the Travis County Historical Commission, or any other group designated by the Commissioner Court, for review and comment.
  - (5) Within the time set by the Commissioners Court, the Travis County Historical Commission (or any reviewing group), will provide the Court with its comments on names which were considered.
  - (6) Upon receipt of the comments and recommendations made by the reviewing body, the Commissioners Court will consider all recommendations using the above criteria, and any other factors that the Commissioners Court deems appropriate, and make a final determination.
  - (7) Once a final decision has been made, the Commissioners Court:
    - (A) If the person for whom the facility will be named is living, the Commissioners Court must obtain the permission of that person prior to naming the facility.
    - (B) If the person for whom the facility will be named is deceased, the Commissioners Court should contact immediate family members when feasible.
- (c) **Final Decision.** A decision by the Commissioners Court to name or not name a facility will be final, and the sole discretion in this matter remains with the Commissioners Court. The fact that the criteria listed in Section 1.020(b)(3) have been met does not obligate the Commissioners Court to name a County facility after the individual recommended.

**1.021 Policy for Naming County Parks and Park Facilities<sup>17</sup>**

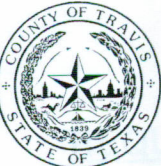
- (a) **Purpose:** To establish a formal policy and process for county parks, facilities, fields, and trails, and for placing plaques, markers, and memorials within county parks.
- (b) **Objectives:**

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<sup>17</sup> Section 1.021 (written as 1.21 in the order) was added 4/25/2000, Item 10.A.  
Chapter 1 – amendments added through 11/25/2008

- (1) Provide name identification for individual county parks.
  - (2) Provide name identification wherever appropriate for facilities and fields within the parks, and hike and bike trails.
  - (3) Provide citizen input into the process of naming parks and facilities.
  - (4) Insure that the Travis County Commissioners Court controls the naming of its public infrastructure and facilities.
- (c) **Criteria for Qualifying Names.** Names should provide some of individual identity related to:
- (1) The geographic location of the park, facility, or trail.
  - (2) An outstanding features of the park, facility, or
  - (3) Commonly recognized historical event, or individual verified by the Travis County Historical Commission.
  - (4) A deceased individual who made a significant to Travis County or its park system.
- (d) **Other Naming Alternatives**
- (1) Parks and facilities that are donated to the County can be named by deed restriction by the donor. The naming and acceptance of land is subject to approval by the Travis County Commissioners
  - (2) Facilities within parks, ball fields, picnic shelters, pavilions. etc. can be named separately the parks they are in, subject to the criteria out in Section c) of this policy.
- (e) **Procedure**
- (1) The Court will issue a call for recommendations, providing notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.
  - (2) Any private citizen and/or group or County department or employee may make a recommendation to the Travis County Commissioners Court regarding the naming of a County park or facility within a park or trail by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.
  - (3) The Travis County Transportation and Natural Resource Department will verify that all names submitted do not conflict with existing names facilities and that the proposed names conform to this policy.

- (4) After a minimum weeks public notice, the Commissioners Court will conduct a public hearing on qualified names to receive public comments on the names.
- (5) The Commissioners Court will make the final selection of the name.
- (f) **Renaming County Parks and facilities.** The renaming of parks and facilities is strongly discouraged so as not to diminish the original justification for the name. Park names by deed restrictions cannot be considered for renaming. In the event that renaming is justified the recommended name must conform to this policy.
- (g) **Other Considerations:**
  - (1) If a recommended name is a deceased individual, other than a historical figure, the private citizen making the recommendation must provide a written biographical sketch of the individual and an approving the recommendation from surviving family members.
  - (2) Neither the naming process or the name itself shall discriminate on the basis of race, religion, sex, age, or national origin.
- (h) **Final Decision.** A decision by the Commissioners Court to name or not to name a park, facility, or trail will be final, and the sole discretion in this remains with the Commissioners Court.
- (i) **Plaques, markers, memorials.** Plaques, markers, and memorials may be placed in the parks to recognize a significant donation or contribution to park improvements. The plaque, marker, and memorial will be not larger than \_\_\_\_" X \_\_\_\_" bronze plate imbedded in concrete at or below ground level. The recognition of multiple donors may be made on a larger sized plaque place in a common area at the discretion of the Transportation and Natural Resources Department.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By:** Michael Hettenhausen **Phone #:** 854-7563

**Division Director/Manager:** Anna Bowlin, Division Director, Development Services AB

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

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

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, March 6, 2012 to receive comments regarding the Revised Plat of Lot 1 Rivercliff Section Two Phase A and Lot 19 Replat of Lots 15-19 Rivercliff Subdivision (Revised plat - one lot - 15.39 acres - Rivercliff Drive - No ETJ) in Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

The property owner of Lot 1 of the Rivercliff Section Two Phase A and Lot 19 of the Replat of Lots 15 - 19 Rivercliff Subdivision has submitted an application to revise the existing two plats by combining the two single family lots into one single family lot. The resulting one lot will consist of 15.39 acres platted from Rivercliff Drive. No new public or private streets are proposed with this application. Parkland dedication or fees in lieu of dedication or fiscal surety are not required with this revised plat.

**STAFF RECOMMENDATIONS:**

As this revised plat application meets all Travis County subdivision standards, staff recommends approval of the motion.

**ISSUES AND OPPORTUNITIES:**

Staff requested and has received a letter of support for the plat revision from the president of the Rivercliff homeowners' association. Also, as part of the requirements for a revised plat, a notice of public hearing sign will be posted on the property announcing the date, time, and location of the public hearing.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

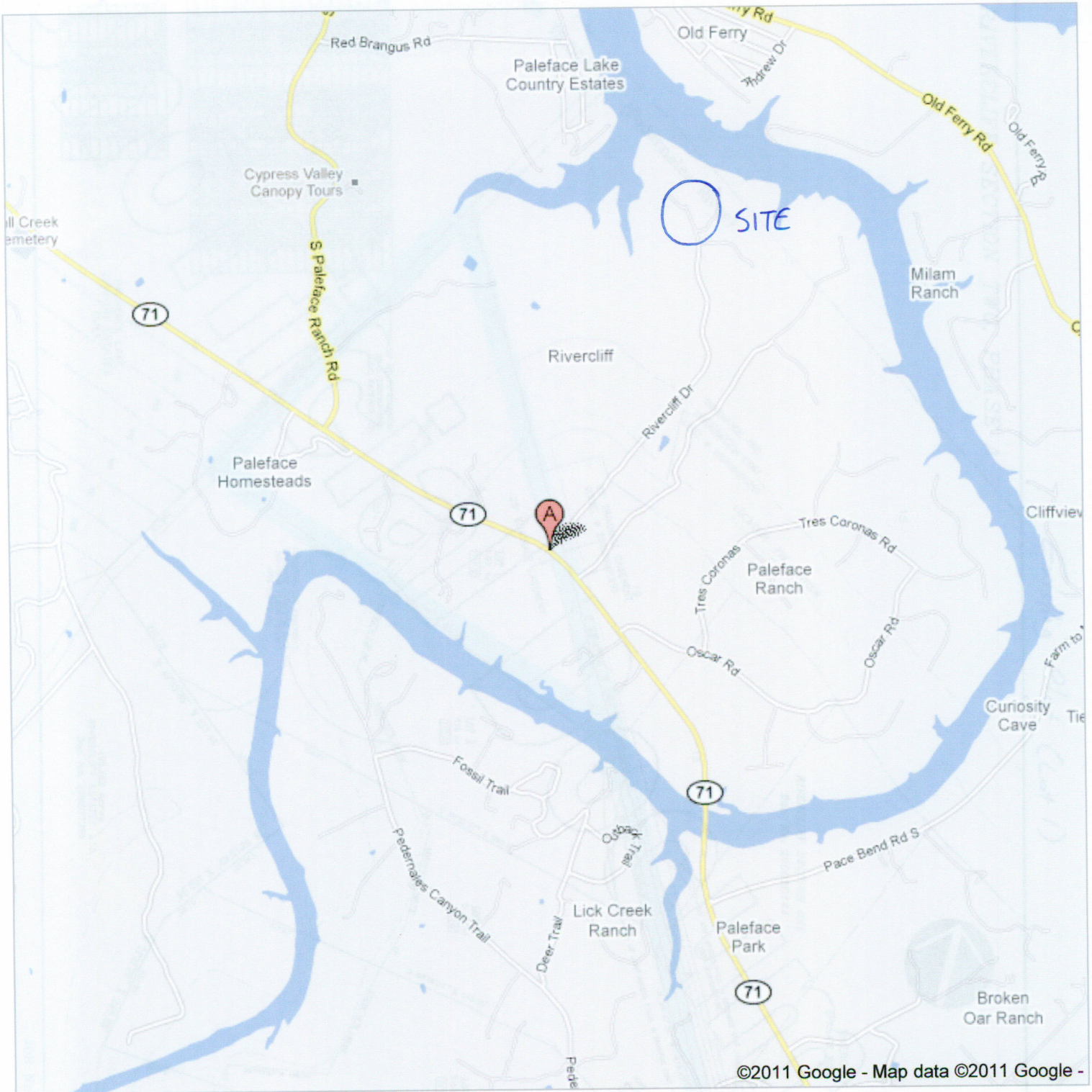
- Precinct map
- Location map
- Existing plat
- Proposed revised plat



Address Texas 71 & Rivercliff Dr  
Travis Southwest, TX 78669

Get Google Maps on your phone

Text the word "GMAPS" to 466453



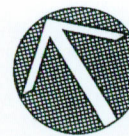
©2011 Google - Map data ©2011 Google -



Existing PLat (Lot 19)

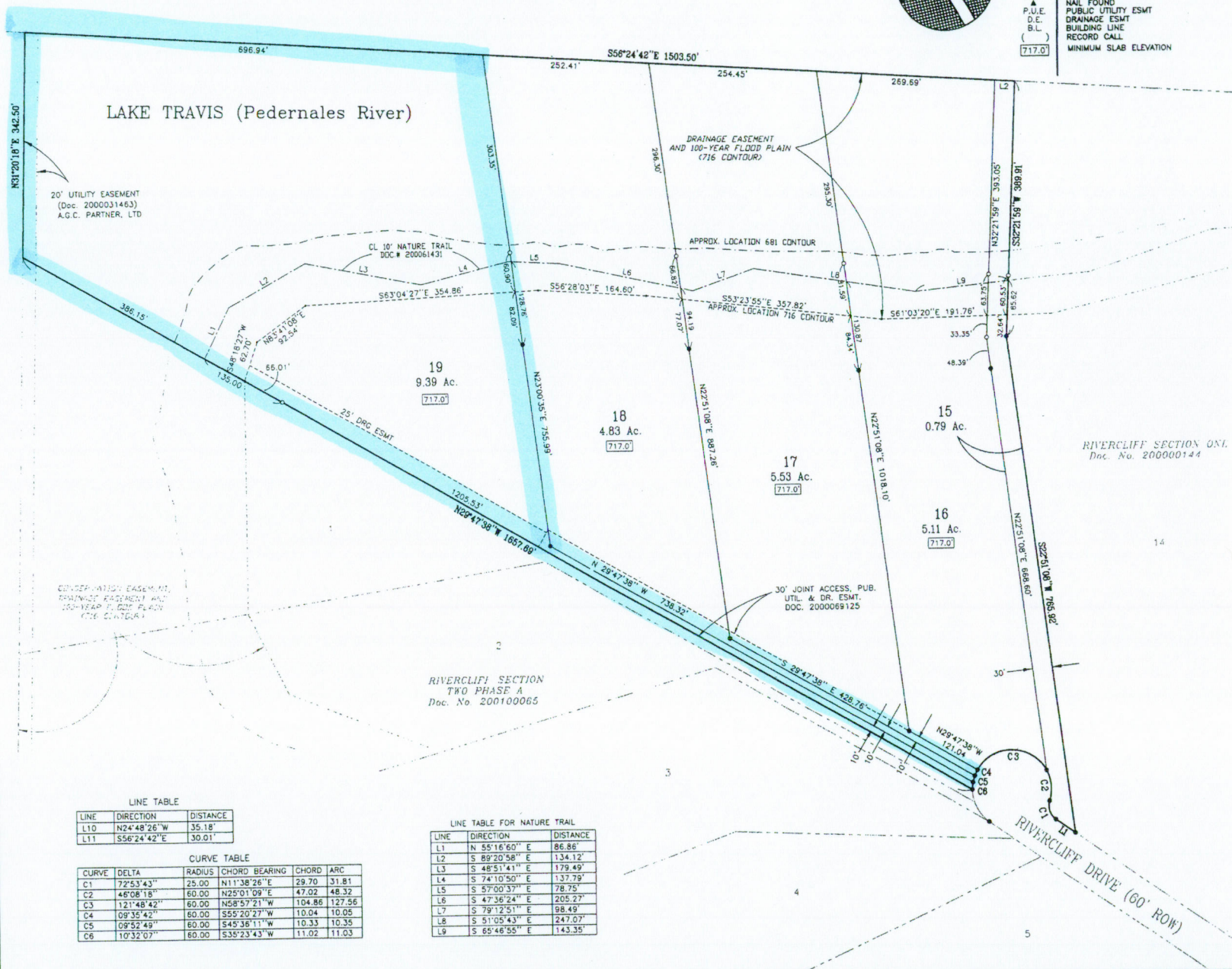
REPLAT OF LOTS 15-19  
RIVERCLIFF SUBDIVISION

SCALE: 1" = 100'



LEGEND

- CONCRETE MONUMENT FOUND
- IRON ROD FOUND
- IRON ROD SET
- PIPE FOUND
- NAIL FOUND
- ▲ PUBLIC UTILITY ESMT
- ▲ DRAINAGE ESMT
- ▲ BUILDING LINE
- ( ) RECORD CALL
- [717.0'] MINIMUM SLAB ELEVATION



LINE TABLE

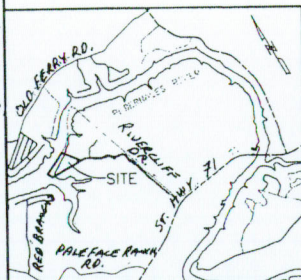
LINE	DIRECTION	DISTANCE
L10	N24°48'26" W	35.18'
L11	S56°24'42" E	30.01'

CURVE TABLE

CURVE	DELTA	RADIUS	CHORD	BEARING	CHORD	ARC
C1	72°53'43"	25.00	N11°38'26" E	29.70	31.81	
C2	46°08'18"	60.00	N25°01'09" E	47.02	48.32	
C3	121°48'42"	60.00	N58°57'21" W	104.86	127.56	
C4	09°35'42"	60.00	S55°20'27" W	10.04	10.05	
C5	09°52'49"	60.00	S45°36'11" W	10.33	10.35	
C6	10°32'07"	60.00	S35°23'43" W	11.02	11.03	

LINE TABLE FOR NATURE TRAIL

LINE	DIRECTION	DISTANCE
L1	N 55°16'60" E	86.86'
L2	S 89°20'58" E	134.12'
L3	S 48°51'41" E	179.49'
L4	S 74°10'50" E	137.79'
L5	S 57°00'37" E	78.75'
L6	S 47°36'24" E	205.27'
L7	S 79°12'51" E	98.49'
L8	S 51°05'43" E	247.07'
L9	S 65°46'55" E	143.35'



VICINITY MAP Scale: 1" = 5000'

152 002002

00951 9/13/02

PHOTOGRAPHIC MYLAR



REVISED PLAT OF LOT 1  
RIVERCLIFF SECTION TWO PHASE A  
AND  
LOT 19 REPLAT OF LOTS 15-19  
RIVERCLIFF SUBDIVISION

STATE OF TEXAS )  
COUNTY OF TRAVIS )

KNOW ALL MEN BY THESE PRESENTS:

THAT JAMES LYTAL AND WIFE, MARY BETH LYTAL, OWNERS OF LOTS 1 AND 2, RIVERCLIFF SECTION TWO, PHASE A, A SUBDIVISION OF RECORD PER DOCUMENT NUMBER 200100068, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS AND LOT 19 REPLAT OF LOTS 15-19, RIVERCLIFF SUBDIVISION, A SUBDIVISION OF RECORD PER DOCUMENT NUMBER 200200241, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AS CONVEYED BY DEEDS OF RECORD PER DOCUMENTS NUMBERED 2010061947 AND 2010061946 RESPECTIVELY OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DO HEREBY AMEND SAID PROPERTY PER TEXAS LOCAL GOVERNMENT CODE 232.011 AND THIS PLAT, TO BE KNOWN AS "REVISED PLAT OF LOT 1 RIVERCLIFF SECTION TWO PHASE A AND LOT 19 REPLAT OF LOTS 15-19 RIVERCLIFF SUBDIVISION", SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL THE PRIVATE STREETS AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER (S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER 2000069125, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY, AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

ALL PRIVATE STREETS SHOWN HEREON (RIVERCLIFF DRIVE) AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

JAMES LYTAL  
131 HICKORY RIDGE DRIVE  
HOUSTON, TEXAS 77024

MARY BETH LYTAL  
131 HICKORY RIDGE DRIVE  
HOUSTON, TEXAS 77024

STATE OF TEXAS )  
COUNTY OF TRAVIS )

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES LYTAL KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC  
IN AND FOR \_\_\_\_\_, COUNTY, TEXAS

COMMISSION EXPIRES \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF TRAVIS )

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARY BETH LYTAL KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND SHE ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC  
IN AND FOR \_\_\_\_\_, COUNTY, TEXAS

COMMISSION EXPIRES \_\_\_\_\_

I, TIMOTHY A. LENZ, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

TIMOTHY A. LENZ  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4393  
LENZ & ASSOCIATES, INC.  
4303 RUSSELL DRIVE  
AUSTIN, TEXAS 78704



STATE OF TEXAS )  
COUNTY OF TRAVIS )

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

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS )  
COUNTY OF TRAVIS )

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

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

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

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

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

NOTES

1) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CITY OF AUSTIN EXTRA-TERRITORIAL JURISDICTION ON THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_.

2) THE STATE LEGISLATURE HAS LIMITED THE AUTHORITY OF COUNTY GOVERNMENTS TO REGULATE LAND USE IN THE UNINCORPORATED AREAS. AT THE TIME THIS PLAT WAS APPROVED, SECTION 232.101 (b) OF THE LOCAL GOVERNMENT CODE PROHIBITS TEXAS COUNTIES, UNLESS OTHERWISE AUTHORIZED BY STATE LAW, FROM REGULATING THE USE OF ANY BUILDING OR PROPERTY FOR BUSINESS, INDUSTRIAL, RESIDENTIAL, OR OTHER PURPOSES; THE ELUKE, HEIGHT, OR NUMBER OF BUILDINGS CONSTRUCTED ON A PARTICULAR TRACT OF LAND; THE SIZE OF A BUILDING THAT CAN BE CONSTRUCTED ON A PARTICULAR TRACT OF LAND, INCLUDING WITHOUT LIMITATION AND RESTRICTION ON THE RATIO OF BUILDING FLOOR SPACE TO THE LAND SQUARE FOOTAGE; AND THE NUMBER OF RESIDENTIAL UNITS THAT CAN BE BUILT PER ACRE OF LAND, UNLESS CONTAINED IN RESTRICTIVE COVENANTS APPLICABLE TO THIS SUBDIVISION. TRAVIS COUNTY MAY NOT, AT THE TIME THIS PLAT WAS APPROVED, RESTRICT OR PROHIBIT ADVERSE LAND USES ON OR IN THE VICINITY OF LOTS IN THIS SUBDIVISION.

3) THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #481026-0190H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

MINIMUM FINISHED FLOOR ELEVATION FOR ALL AFFECTED STRUCTURES SHALL BE ONE (1) FOOT ABOVE THE ELEVATION OF THE 100-YEAR FLOOD PLAIN AS SHOWN HEREON: 723 M.S.L.

NOTES FROM RIVERCLIFF SECTION TWO, PHASE A:

- 1) TRAVIS COUNTY DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- 2) WATER WELL HEADS SHALL BE LOCATED A MINIMUM OF 5' FROM R.O.W. AND PROPERTY LINES.
- 3) PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY.
- 4) NO RESIDENCE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PRIVATE WATER AND WASTEWATER SYSTEMS AS APPROVED BY THE GOVERNING HEALTH OFFICIAL.
- 5) ALL INTERNAL STREETS ARE PRIVATE STREETS TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. SEE DOCUMENT NO. 2000069125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IF THE HOMEOWNER'S ASSOCIATION FAILS TO PERFORM THE MAINTENANCE RESPONSIBILITIES, THE MAINTENANCE FALLS TO THE LOT OWNER'S WHO USE THE PRIVATE STREETS.
- 6) NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
- 7) ACCESS FOR LOTS 4 & 5 ARE RESTRICTED TO A SINGLE DRIVEWAY WITHIN THE JOINT ACCESS EASEMENT AS SHOWN HEREON. SEE DOCUMENT NO. 2001034923, OF THE OFFICIAL PUBLIC RECORD OF TRAVIS COUNTY FOR JOINT ACCESS EASEMENT AGREEMENTS. THE JOINT ACCESS DRIVEWAY MUST ENTER RIVERCLIFF DRIVE FROM LOT 5 AND CANNOT BE LESS THAN 50' FROM THE COMMON LOT LINE OF LOTS 4 & 5.
- 8) L.C.R.A. DEVELOPMENT PERMITS ARE REQUIRED FOR ALL CONSTRUCTION ON THIS SUBDIVISION.
- 9) ALL DRIVEWAY CULVERTS SHALL BE A MINIMUM OF 18 INCHES IN DIAMETER.
- 10) ACCESS FOR LOTS 1, 2 AND 3 ARE RESTRICTED TO A SINGLE DRIVEWAY WITHIN THE JOINT ACCESS EASEMENT AS SHOWN HEREON. SEE DOCUMENT NO. 2001034934, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY FOR JOINT ACCESS EASEMENT AGREEMENTS. THE JOINT ACCESS DRIVEWAY MUST ENTER RIVERCLIFF DRIVE FROM THE CENTER OF LOT 3.
- 11) THERE IS A 15 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FRONTING ON RIVERCLIFF DRIVE AND PAJARO COVE E
- 12) BENCH MARK No. 1 - TOP OF IRON ROD SET AT PC APPROXIMATELY 40' SOUTH OF COMMON LOT LINE OF LOTS 9 AND 10, RIVERCLIFF DRIVE ELEV. - 790.56'
- 13) BENCH MARK No. 2 - TOP OF IRON ROD SET AT P.C. SOUTH SIDE OF PAJARO RD. +278' FROM INTERSECTION OF PAJARO COVE RD. & MAIN ENTRANCE ROAD.
- 13) WATER AND WASTEWATER TO BE PROVIDED BY EACH LOT OWNER THROUGH INDIVIDUAL WATER WELLS AND ON SITE SEWAGE FACILITIES.
- 14) LOT 19 MAY BE RESUBDIVIDED INTO SINGLE FAMILY LOTS WITH AN AVERAGE SIZE OF 5 ACRES AND A MINIMUM LOT SIZE OF 4 ACRES. ANY RESUBDIVISION MUST COMPLY WITH TRAVIS COUNTY REGULATIONS IN FORCE AT THE TIME OF THE RESUBDIVISION AND MAY REQUIRE EXTENSION OF THE ROAD.
- 15) LOT 1, 2, 3, 4 & 5 SHALL NOT BE RESUBDIVIDED OR OTHERWISE DIVIDED TO CREATE ADDITIONAL LOTS UNLESS A PRIVATE STREET OR OTHER ACCESS IS PROVIDED AS REQUIRED BY THE GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER SUCH LOTS.

NOTES FROM REPLAT OF LOTS 15-19, RIVERCLIFF SUBDIVISION:

- 1) TRAVIS COUNTY DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- 2) WATER WELL HEADS SHALL BE LOCATED A MINIMUM OF 5' FROM R.O.W. AND PROPERTY LINES.
- 3) PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY.
- 4) NO RESIDENCE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PRIVATE WATER AND WASTEWATER SYSTEMS AS APPROVED BY THE GOVERNING HEALTH OFFICIAL.
- 5) ALL INTERNAL STREETS ARE PRIVATE STREETS TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. SEE DOCUMENT NO. 2000069125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IF THE HOMEOWNER'S ASSOCIATION FAILS TO PERFORM THE MAINTENANCE RESPONSIBILITIES, THE MAINTENANCE FALLS TO THE LOT OWNER'S WHO USE THE PRIVATE STREETS.
- 6) NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
- 7) DEVELOPMENT WHICH EXCEEDS 20 % IMPERVIOUS COVER, WHEN CALCULATED AGAINST THE TOTAL PROPERTY, SHALL CONTROL THE INCREASED STORMWATER.
- 8) L.C.R.A. DEVELOPMENT PERMITS ARE REQUIRED FOR ALL CONSTRUCTION IN THIS SUBDIVISION.
- 9) ALL DRIVEWAY CULVERTS SHALL BE A MINIMUM OF 18 INCHES IN DIAMETER.
- 10) ACCESS FOR LOTS 16, 17, 18 AND 19 IS RESTRICTED TO A SINGLE DRIVEWAY WITHIN THE JOINT ACCESS EASEMENT AS SHOWN HEREON. SEE DOCUMENT NO. 2000069129, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- 11) THERE IS A 15 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FRONTING ON RIVERCLIFF DRIVE.
- 12) BENCH MARK - COTTON SPINDLE IN 12" OAK TREE AT S.E. CORNER OF LOT 15 ON NORTH SIDE RIVERCLIFF DRIVE. ELEV.: 787.92'
- 13) LOT 15 IS RESTRICTED TO NON-RESIDENTIAL USE FOR THE PASSIVE RECREATIONAL USE OF THE OWNER OF LOT 15 AND SUCH OWNER'S ASSIGNS AND IS SUBJECT TO A PRIVATE RECREATIONAL AND DRAINAGE EASEMENT. NO HABITABLE STRUCTURES SHALL BE PERMITTED ON LOT 15.



LENZ & ASSOCIATES, INC.

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4303 RUSSELL DRIVE  
AUSTIN, TEXAS 78704