Item 1

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By: Paul Scoggins **Phone #:** 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 639 and 640 of Apache Shores, Section Two – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
TNR staff has received a request to vacate two five foot wide public utility easements (PUEs) located along the common lot lines of Lots 639 and 640 of Apache Shores, Section Two. The PUEs are dedicated by plat note. The subject lots front on Hunters Pass, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:
The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends vacating the subject easements.

ISSUES AND OPPORTUNITIES:
According to the request letter the purpose of this request is to accommodate for construction of a house, which will cross the common lot line of the subject lots. Vacating the subject easements will allow for this construction without encroaching the easements.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request Letter
Utility Statement
Sign Affidavit and Pictures
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Apache Shores, Section Two

Item 2

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By: Paul Scoggins **Phone #:** 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services AB
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide drainage easements located along the common lot line of Lots 2 and 3, Block 40 of Austin Lake Hills, Section One – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
TNR staff has received a request to vacate two five foot wide drainage easements located along the common lot line of Lots 2 and 3, Block 40 of Austin Lake Hills, Section One. The easements are dedicated per plat note more specifically stated as a public utility easement and drainage easement. The subject lots are located at the corner of Lancer Lane (aka Granada Way per the original plat) and Saracen Road, two streets maintained by Travis County.

Professional engineer Kim Geary has stated that:

"...by vacating the draiange easements, as described on the enclosed survey and Exhibit A (metes and bounds description), no adverse or harmful events could occur. The drainage easements were written into the plat notes and have never been in use. Storm water flows to the draiange ditches along the streets."

After review of the submitted request and recommendation, staff has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:
Staff members have received inquiries in regards to this vacation request and how the property is being used. Some inquirers have contacted TNR's enforcement department stating the property is being used as an "RV park" and that it detracts from the neighborhood. It is possible that constituents from the neighborhood might attend the hearing and voice opposition as to how the property is being used.

The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends the vacation.

ISSUES AND OPPORTUNITIES:

According to the request letter the the septic system on this property is being replaced for a "change of use" case. A new system cannot be installed until these easements are abandoned.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request/Engineer's Letter
Sketch
Sign Affidavit and Pictures
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561
John Ellis	Engineer	Development Services	854-9805

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Austin Lake Hills, Section One

Item 3

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By: Carol B. Joseph **Phone #:** 854-9383
Division Director/Manager: Carol B. Joseph

Carol B. Joseph for

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

AGENDA LANGUAGE: Receive comments regarding the proposed improvements and assessments to improve substandard roads located at Rick Whinery Drive, Emmett Parkway, and Quiet Pond Court in the Wells Branch Phase W-2A Subdivision in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

On January 17, 2012, the Commissioners Court considered a request from property owners of the Wells Branch Phase W-2A subdivision to participate in the Travis County Substandard Roads Program to make improvements to Quiet Pond Court and portions of Rick Whinery Drive and Emmett Parkway so that they meet county standards and can be accepted onto the county-maintained system. During that time, the property owners proposed contributing 25% of the cost of the improvements through an assessment on their property pursuant to an election under Chapter 253 of the Transportation Code, and the Commissioners Court approved moving forward with this proposal.

On June 12th the Court approved the determination that improvements to the three substandards roads are necessary for the public health, safety, and welfare of the residents of the county and propose to assess 25% of the costs of the improvements pro rata against the record owners of the lots along the three substandar roads.

Background:

The Wells Branch Phase W-2A subdivision is located in Travis County Precinct Two, north of Wells Branch Parkway, west of IH 35 and east of Loop 1 in northern Travis County. Rick Whinery Drive, Emmett Parkway, and Quiet Pond Court are located in the Wells Branch Phase W-2A subdivision. Quiet Pond Court and portions of Rick Whinery Drive and Emmett Parkway do not meet Travis County standards, so they have not been accepted onto the Travis County maintained roadway system. Many of the sidewalks along these three substandard roads do not meet minimum ADA standards and have cracked and deflected enough to make walking and other uses of the sidewalk hazardous. Lack of an organized and routine roadway maintenance

program will cause further deterioration of roadway conditions and decrease the safety of these roads.

On January 17, 2012, the Commissioners Court considered a proposal from property owners along these three substandard roads to be included on the Travis County Substandard Road Program. The Travis County Substandard Road Program prioritizes applications based upon the amount of cost sharing the property owners are willing to offer. The county requires cost participation by the affected property owners because of limited program funds and a long list of roads in need of repairs prior to acceptance by the county. In lieu of paying cash up front for their cost share amount, the property owners, along Rick Whinery Drive, Emmett Parkway, and Quiet Pond Court, have proposed having the county hold an assessment election in accordance with Chapter 253 of the Transportation Code, entitled "County Improvement of Subdivision Roads," to collect their contribution to the project. Under Chapter 253, if the Court determines that the improvements to these substandard roads are necessary for the public, health, safety, or welfare of the residents of the county, the Court can propose to improve the roads to bring them in compliance with county standards and to assess all or a portion of the costs against the property owners along these roads. Before assessing the costs, the Court must publish notice of and hold a public hearing to receive public comments regarding the proposed improvements and assessments. After the public hearing is closed, the Court must mail ballots to the property owners, and if a majority of the returned ballots are in favor of the assessment, the Court must order the improvements and assessments.

County staff has completed a survey of the repairs necessary to bring the roadways up to acceptable standards and estimated the cost to be $210,000. The work would be completed by the Travis County Road and Bridge Division over a five-year period. The construction work will be completed by the TNR's Road and Bridge Division over a five-year period after the roads are accepted. Accepting the roads prior to completing repairs is necessary but accepting them well in advance of repair work may result in the Road and Bridge crews being dispatched to make repairs piecemeal as complaints are received. TNR proposes to minimize this risk by prioritizing the repairs and informing the property owners of the schedule for those repairs. The property owners will be assessed during the same five-year period. This project will supply the improvements necessary to bring the specified roadways up to minimum county standards.

ISSUES AND OPPORTUNITIES:

This is the first time that TNR will be applying the assessment provisions of Chapter 253 of the Transportation Code to fund a substandard road project. Chapter 253 includes procedural and substantive requirements for imposing the assessment:

1. To trigger the provisions of Chapter 253 of the Transportation Code, the Court would need to make a determination that the improvements are necessary for the

public health, safety, or welfare of the county's residents and decide when and where a public hearing will be held (Transp. Code §§ 253.003 and 253.004);
2. The notice must be published at least twice in a newspaper of general circulation in the county (Transp. Code § 253.004);
3. The Court must hold a public hearing on or after the 31st day after the first notice is published (Transp. Code § 253.005);
4. No later than the 10th day after the Court holds a public hearing, the Court must send a ballot by certified mail to each record owner of property to be assessed (Transp. Code § 253.006); and
5. No later than the 30th day after the date of the public hearing, the County Clerk must tally the returned ballots and declare the results to the Commissioners Court (Transp. Code § 253.007).

Since the Court decided to make a determination that improvements to Quiet Pond Court and portions of Rick Whinery Drive and Emmett Parkway are necessary for the health, safety, and welfare of the residents of the county this public hearing is to receive public comments. The next step is to mail the ballots to the affected property owners on August 17, 2012. After that the County Clerk will tally the ballots and declare the results to the Court during its September 13th meeting. If the majority of the returned ballots are in favor of the improvements and assessments, then the Court will approve an order to impose the assessments.

TNR has consulted with the Tax Office, the Auditor's Office, and the County Attorney's office regarding these requirements. Attached is a draft of an informational letter that TNR recommends that the Court send to each of the affected property owners to explain the proposed improvements and assessments and the Chapter 253 election process. TNR recommends that this letter be sent to all affected property owners along with the notice of the public hearing.

FISCAL IMPACT AND SOURCE OF FUNDING:

There are 66 parcels in the Wells Branch Phase W-2A subdivision. The estimated cost of the repairs is $210,000. The property owners in the subdivision have proposed paying 25% of the expenses of the project, for a total of $52,500, to be assessed equally per lot on a yearly basis for five years. Eight of the parcels are owned by the Wells Branch Municipal Utility District (the "MUD"). K. B. Homes (the successor-in-interest to the developer that developed the lots along these substandard roads) has agreed in principle to contribute $7540 towards the non-MUD property owners' share of the cost of the project in exchange for the county releasing K.B. Homes of all claims relating to the roads. The $7540 amounts to a reduction of $130.00 for each non-MUD-owned lot.

Total Assessment	$210,000.00

25% Homeowner Participation	$52,499.70
Difference(County's Participation)	$157,500.30
Assessment per lot ($52,499.7/66)	$795.45
Wells Branch MUD Assessment (8x$795.45)	$6,363.60
Assessment per MUD lot per year ($ 795.45 /5)	$159.09
KB Homes Contribution ($130 per non-MUD-owned lot)	$7,540.00
Responsibility of Remaining Homeowners ($52,499.70-$6,363.60-$7,540)	$38,596.10
Assessed Value Per Homeowner ($38,596.10/58)	$665.45
Homeowners Cost Per Year($665.45/5)	$133.09

If a majority of the returned ballots are in favor of the assessments, the funding for the construction of improvements to the substandard roads in the Wells Branch Phase W-2A subdivision will be paid for using $157,500.30 of TNR substandard roads bond funds, $7540 contributed by K.B. Homes, $6363.60 contributed by Wells Branch MUD and $38,596.10 by the individual homeowners in the subdivision. The project is scheduled to be completed over a five-year period. By giving the homeowners the credit of the KB Homes contribution the total assessed value per homeowner is $665.45 or $133.09 per year for the next five years. TNR recommends that a bill be issued annually in August with payment due in September for the next five years.

ATTACHMENTS/EXHIBITS:

Project Location Map
Property Owners Petition
Transportation Code Chapter 253
Draft Letter to Homeowners

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

Susan Spataro	David Ungerman	Dana Debeauvoir	Gail Fisher

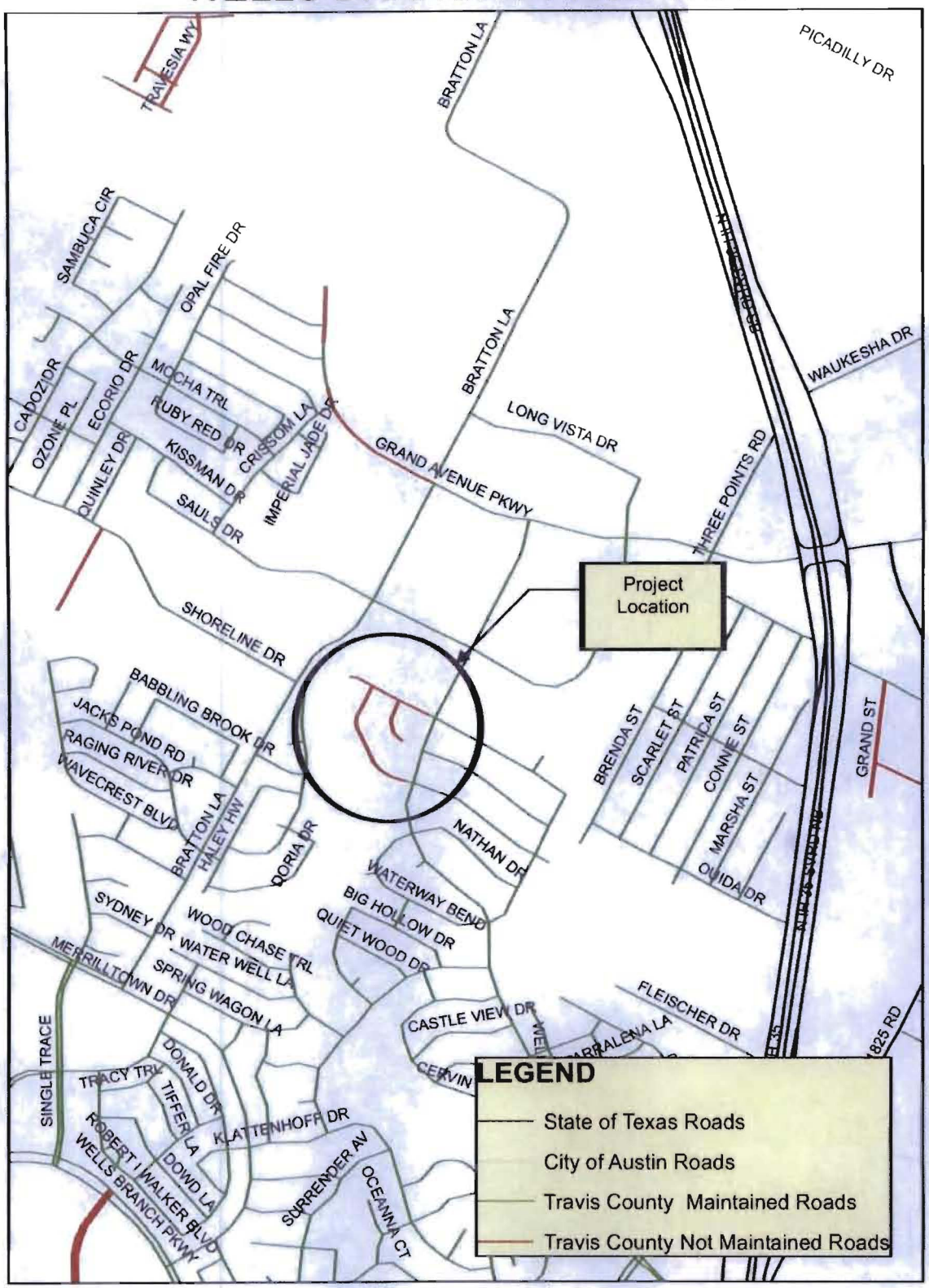
Michael Winn	Loretta Farb	Tom Nuckols	Julie Joe
Steve Sun	Donna Williams-Jones	Lee Turner	

: :

3101 - Public Works/CIP -

Updated 8/10/12, 8:05 a.m.

WELLS BRANCH PHASE W2-A



CODE 3165

RECEIVED
AUG 12 2010
TNR

August 10, 2010

Scott Lambert, P.E.
Traffic Section, Road and Bridge Division
Travis County, Austin Texas 78767
Dear Mr. Lambert

Attached are signatures of 31 residents of the 56 households in plat W-2A that has never been accepted into the Travis County road system because the developer never completed the paperwork some 20 years ago.

All of the residents that I found at home signed the petition so there is no doubt that the residents feel that this change is well past due.

I thank you for directing me through this process and I look forward to bringing it to a successful and just conclusion.

Robert J. Bauhs

Robert J. Bauhs, Director
Wells Branch MUD Board

Wells Branch Municipal Utility District

Bob Bauhs
Director

Office: 3000 Shoreline Drive • Austin, Texas 78728
(512) 363-7182 • Fax 251-0890
Email: bbauhs@wellsbranchmud.com

PETITION TO THE TRAVIS COUNTY COMMISSIONERS COURT

FOR THE INCLUSION OF _____

IN THE TRAVIS COUNTY

UNACCEPTED SUBSTANDRD ROAD PROGRAM

STATE OF TEXAS

COUNTY OF TRAVIS

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY:

WE, THE UNDERSIGNED PROPERTY OWNERS, who own the majority of the linear feet of the property abutting the right-of-way of Wells Port _____, an existing road or street, which has been dedicated to the public by (W-2A plat, (_____) separate dedicatory instrument, or (_____) other legal means (the "Road"), dated _____, 20___, hereby petition the Commissioners Court for the inclusion of the Road in the Travis County Unaccepted Substandard Road Program. If the road has been dedicated by other legal means, please set forth the facts of such dedication (use additional pages, if necessary):

• This Plat is South of Wells Port & Consists of Emmet Pway, Quiet Pond Court, & Rickwhinery Dr.
• This plat was Approved by the City of Austin, but never got to the County. We have been paying County Taxes for 20+ years.

It is understood and agreed that:

(1) the Travis County Unaccepted Substandard Road Program is not a road construction program, but is instead a program to improve existing unaccepted substandard roads to Travis County standards for acceptance for maintenance.

(2) the Owners of property along the Road will be required to dedicate any and all additional right-of-way and easements needed to accommodate the Road improvements at no cost to the County and free and clear of any and all liens, conditions, or restrictions.

(3) the Owners must sign all easement and/or right-of-way dedication documents and return the documents to Travis County Transportation and Natural Resources ("TNR") within ninety days of receiving the documents from TNR or the Road will be withdrawn from consideration for the then current year's Program.

(4) the Road must connect to an existing road or highway maintained by a public entity.

(5) no person or entity may own or control (financially or legally) 35% or more of the linear feet of roadway frontage.

(6) the number of developed lots must exceed 25% of the total lots within subdivision.

(7) dead-end streets shall terminate in a cul-de-sac with a minimum ROW radius of 40 feet or a hammerhead turnaround.

(8) any and all significant private improvements must be removed from the existing or proposed right-of-way to the satisfaction of the Executive Manager of Travis County TNR at the sole cost and expense of the owner of the private improvement and at no expense to the County.

(9) the Owners may cost participate in the improvement of the Road by direct payment to the County, by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or otherwise by agreement of the Commissioners Court.

(10) the Owners must obtain a statement from all of the utility service providers with utility lines in the existing or proposed right-of-way indicating that the utility service provider shall relocate utilities located within the public right-of-way at their expense, if relocation of the utility is required to construct the Road improvements.

(11) the Road will be prioritized within the Program on the basis of:

(1) the percent of cost voluntarily borne by the property owners;

(2) the number of eligibility criteria met;

(3) the cost per resident;

(4) whether the Road links the publicly maintained roadway system;

(5) when the petition was received.

If applicable, the Owners propose to cost participate by (Ø) direct payment to the County, (Ø) by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or (_____) otherwise by agreement of the Commissioners Court.

SUBMITTED TO THE COMMISSIONERS COURT BY THE BELOW NAMED OWNERS OF LAND ABUTTING THE ROAD AND EXECUTED ON THE DATES INDICATED BELOW WITH AN ADDITIONAL NOTATION INDICATING IF THE ROADWAY PROVIDES THE SOLE MEANS OF ACCESS TO THEIR RESIDENCE.

(Print Name)	(Signature)	(Date)	
Robert Banks	Robert Banks	8/6/10	[redacted]
Ed Peterson	Ed Peterson	8/7/10	[redacted]
Durand Soleiman	Durand Soleiman	8/7/10	[redacted]

(Print Name)	(Signature)	(Date)
Amy Horn by Uribe	Amy G H Uribe	8/7/2010 [redacted]
Tom Hoelzer	Tom Hoelzer	8/7/2010 [redacted]
Ron Chapman	Ron Chapman	8/7/10 [redacted]
Ahmad Aagaland	[illegible]	8/7/10 [redacted]
Paula M Bilsten	[illegible]	8-7-10 [redacted]
Michael Ames	[illegible]	8-7-10 [redacted]
Tim Richardson	[illegible]	8-7-10 [redacted]
Matt Young	[illegible]	8/7/10 [redacted]
Mark Vitte	[illegible]	8/7/10 [redacted]
Patrice Hochstetler	[illegible]	8/7/10 [redacted]
Brendan Berner	[illegible]	8/7/10 [redacted]
ZVEZDANA STOJAKOVIC	Stojakovic	8/7/10 [redacted]
Wendell Gainsley	[illegible]	8-7-10 [redacted]
Gregory Sawruk	[illegible]	8-7-10 [redacted]
Howard Hagemann	[illegible]	8-7-10 [redacted]
Ross Noble	[illegible]	8-7-10 [redacted]

(Print Name)	(Signature)	(Date)	
BARRY STREISAND	[illegible]	8/7/2010	[redacted]
PATRICIA CARDENAS	[illegible]	8/7/2010	[redacted]
SIVARAM MANDA	[illegible]	8/7/2010	[redacted]
BARBARA ROMERO	Barbara Romero	8/7/2010	[redacted]
Gisela B. Chiquin	Gisela Chiquin	8/9/2010	[redacted]
ALEK BERKSAN	[illegible]	8/9/2010	[redacted]
Miriam Garate	Miriam Garate	8/8/2010	[redacted]
MICKEY BENTLEY	Mickey Bentley	8/8/2010	[redacted]
DAVID MAYNARD	[illegible]	8/8/2010	[redacted]
CHESTER KUSLER	Chester Kusler	08/08/2010	[redacted]
Robert Coronado	[illegible]	8/8/2010	[redacted]
DOROTHY M. FRASCH	Dorothy M. Frasch	8-8-10	[redacted]

CODE _____

City of Austin

Founded by Congress, Republic of Texas, 1839
Department of Public Works and Transportation, P.O. Box 1088, Austin, Texas 78767-8839
One Texas Center, 505 Barton Springs Road Telephone 512/499-7180
Construction Inspection Division

January 11, 1995

JAN 23 1995

Hallmark Residential Development
2727 North Loop West, Ste. 200
Houston, Texas 77008

RE: **FINAL ACCEPTANCE**
Project Name: Wells Branch Phase W-2A
Subdivision File Number: C8-84-134.02.1A Job I.D. Number: C-91-641

Gentlemen:

Effective January 11, 1995 street, drainage, water and wastewater construction requirements in the above subdivision have been fulfilled in accordance with current Construction Documents approved by the Department of Planning and Development. Since this subdivision is outside the limits of the City of Austin, the City cannot assume responsibility for maintenance of the public facilities listed on Attachment #1, but will inform the County concerned. **The water and wastewater improvements will not be owned, operated, nor maintained by the City of Austin.** The contractors have warranted their workmanship and materials against defects for one (1) year from this date. The Consulting Engineer representing you has indicated concurrence with the City's acceptance on Attachment #2.

The Environmental and Conservation Services Department (ECSD) has entered into a separate agreement Attachment #3, insuring the completion of the restoration. Upon acceptance of the permanent erosion and sedimentation controls ECSD will issue a Final Inspection Release/Certificate of Compliance releasing the remaining fiscal.

We are further releasing fiscal requirements for paving, drainage, water and wastewater. Should you have any questions, please contact the Construction Inspection Division Office at 499-7008.

Sincerely,

for Allen Krecher, P.E., Division Engineer
Construction Inspection Division
Dept. of Public Works & Transportation

Tracy Watson, ~~Acting~~ Director
Planning Services Division
Dept. of Planning & Development

AB:lm

cc: Larry Mendez, Public Works
Gilbert Alvarez, Public Works
Bob Jonesal, Planning
George Bostick, ECSD
Kathy Hardin, P.E., Public Works
Rick Hamilton, Public Works
Ken Martinka, Public Works
Vicki Scott, Finance Dept.
Jerrel L. Wallace, P.E. Bice MLI.
Diane White, W/WW, Consumer Service
Sylvia Arriola, W/WW Finance
Stuart Hersh, Planning Dept.
Commercial Indemnity
Ann Hargrove, Solid Waste Serv.
J.N. Wood Jr., P.E., St. & Bridge
David G. Gerald, P.E., PW
Ted Naumann, P.E., W/WW
Jose Guerrero, P.E., Stormwater Mgm.
Juanita Johnson, W/WW Locators
Warren Stress, TABP
Hutchison & Associates, Inc.
Pound Kirk Construction, Inc.
Jesse Alba, W/WW, Field Services
Joseph P. Gregersen, AICP
P. Arriola, W/WW Dispatch
Bond # B[illegible]

Updated 8/10/12, 8:05 a.m.

Tc_atlas_roads.shp
STATE
INCORPORATED
TRAVIS MAINTAINED
NOT MAINTAINED
PRIVATE
REJECTION OF DEDICATION
UNDEDICATED, PRIVATE

N
W E
S

ORDER SETTING A PUBLIC HEARING ON PROPOSED IMPROVEMENTS TO QUIET POND COURT AND PORTIONS OF RICK WHINERY ROAD AND EMMETT PARKWAY

WHEREAS, Travis County has adopted Chapter 84 of the Travis County Code to address substandard roads;

WHEREAS, Chapter 84 of the Travis County Code provides a mechanism under which owners of property abutting substandard roads may petition the Travis County Commissioners Court to make improvements to the substandard roads to bring them into compliance with County standards so that the roads can be accepted into the County road system;

WHEREAS, Chapter 84 of the Travis County Code provides that owners of property abutting substandard roads may offer to share the costs of required road improvements and that the property owners may share the costs by making direct payments to the County, road assessments set forth in Section 82.402 of the Travis County Code, or by agreement with the Travis County Commissioners Court;

WHEREAS, Section 82.402 of the Travis County Code and Chapter 253 of the Transportation Code authorizes the County to make improvements to substandard roads and to assess all or part of the costs of the improvements to the owners of property abutting the substandard roads;

WHEREAS, on January 17, 2012 the Travis County Commissioners Court received a copy of a petition pursuant to Chapter 84 of the Travis County Code from owners of property abutting Quiet Pond Court and portions of Rick Whinery Drive and Emmett Parkway in the Wells Branch Phase 2-A Subdivision (together, the "W-2A Substandard Roads") asking that these three roads be included in the County's Unaccepted Substandard Road Program so that the roads can be brought into compliance with County standards and accepted into the County road system;

WHEREAS, in their petition, the property owners have specified that they wish to share the costs of the improvements through road assessments as set forth in Section 82.402 of the Travis County Code;

WHEREAS, on January 17, 2012 County staff advised the Travis County Commissioners Court that:

(1) the total length of the road improvements is estimated to be 4035.51 feet;

(2) the total cost of the improvements is estimated to be $210,000; and

(3) the owners of property abutting the W-2A Substandard Roads have expressed willingness to pay 25% of the total costs of the improvements.

NOW, THEREFORE, BE IT RESOLVED that on June 12, 2012 the Travis County Commissioners Court:

(1) finds that improvement of the W-2A Substandard Roads is necessary for the public health, safety, and welfare of the residents of the County; and
(2) proposes to:
    (a) improve the W-2A Substandard Roads so that they comply with the County's road standards;
    (b) assess 25% of the total costs of the improvements pro rata against the owners of real property abutting the W-2A Substandard Roads; and
    (c) to collect the assessment over a five-year period.

In accordance with Sections 253.004 and 253.005 of the Transportation Code, the Travis County Commissioners Court will hold a public hearing on Tuesday, August 14, 2012 at 9:00 a.m. in the Commissioners Courtroom in the Travis County Administration Building (first floor), 314 West 11th Street, Austin, Texas to receive public comments on the proposed improvements and assessments and cause notice of the public hearing to be published.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct One

Sarah Eckhardt
Commissioner, Precinct Two

Karen Huber
Commissioner, Precinct Three

Margaret Gómez
Commissioner, Precinct Four

Item 5

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012

Prepared By/Phone Number:
Roger Jefferies, County Executive, JPS, (512) 854-4759

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, JPS, (512) 854-4759

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FY 2013 INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR CENTRAL BOOKING AND RELATED SERVICES

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached memo and attachments.

STAFF RECOMMENDATIONS:
Staff recommends approval of the interlocal agreement. Please see attached memo.

ISSUES AND OPPORTUNITIES:
Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:
Proposed reimbursement amount by the City of Austin to Travis County will be $6,188,171 in FY 2013.

REQUIRED AUTHORIZATIONS:
Greg Hamilton, Travis County Sheriff, 49788
Jim Sylvester, First Deputy Sheriff, 49787
Darren Long, Major, TSCO, 49348
Mark Sawa, Major, TSCO, 49758

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

Jim Connolly, Travis County Attorneys Office, 49539
Leslie Browder, PBO, 48679
Travis Gatlin, PBO, 44741
Travis County Auditor, 49125
Travis County Purchasing Agent, 49700

ATTACHEMENTS:

Memo to the Commissioners Court dated August 6, 2012
Financial Model
Comparison of FY 2012 and FY 2013 Costs
Proposed Agreement for FY 2013

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

JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, Justice and Public Safety

Date: August 6, 2012

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON THE FY 2013 INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR CENTRAL BOOKING AND RELATED JAIL SERVICES

The Travis County Sheriff's Office and the City of Austin Police Department (City) have come to a consensus on the FY 2013 Interlocal for Central Booking and Related Jail Services and are now recommending and respectfully requesting approval from the Commissioners Court for the attached Interlocal Agreement (Agreement). Please see Attachment C. The current Agreement expires on September 30, 2012.

In summary, the total Travis County (County) expenditures budgeted for Central Booking are $11,065,998 for FY 2013. This amount represents a 2.1% increase in budgeted expenditures over FY 2012.

Budgeted expenses for services provided by the City, and deducted from the total County budgeted direct expense in the cost model, equal $2,768,401. These budgeted expenses are for magistration, magistration support, and identification services and increased by 8.9% over the FY 2012 budgeted expense. However, under the terms of this Agreement 90% of the City's costs will be deducted from the County's costs in the financial model.

Using the updated financial model in Exhibit A of the Agreement (see Attachment A), the City would reimburse the County $6,188,171 of the above amount, which is a $(157,383), or 2.5%, decrease from the amount of reimbursement in FY 2012.

The decrease is primarily due to lower County staff costs and a decreased share of bookings attributable to the City in the financial model (74.21% vs. 72.17% in FY's 2012 and 2013, respectively). A year to year comparison of costs is included in Attachment B.

Please note that the FY 2013 Agreement will be for one year only and the County and City have agreed to begin negotiations soon for FY 2014.

We jointly support these proposed changes outlined in the Amendment to the Central Booking Interlocal Agreement and recommend approval. Forwarded for your review and consideration.

c: Greg Hamilton, Travis County Sheriff
Jim Sylvester, First Deputy Sheriff
Darren Long, Major, TSCO
Mark Sawa, Major, TSCO
Karen Maxwell, TCSO
Jim Connolly, Travis County Attorneys Office
Leslie Browder, PBO
Travis Gatlin, PBO
Travis County Auditor's Office
Travis County Purchasing Office

Attachments

Attachment A

(Exhibit A in the Agreement)

FY 13 Central Booking Interlocal Model

Final 5/17/2012

FY 13 Budgeted

City of Austin Actual Cost In-kind Contribution		
Central Booking Magistration	$	1,076,453
Magistration Support	$	670,348
Planning & Analysis Cost to Process	$	790,024
Phlebotomist	$	62,613
Increase in Wages	$	-
Increase in Benefits	$	-
6.5% of COA Expense for APD Administrative Overhead	$	168,963
Total Austin Revenue and Actual In-kind Contributions	$	2,768,401

FY 13 Budgeted

FY 12 Budgeted TCSO Central Booking Expense			$	9,197,887
Add: Increase in Wages (Rank and File)			$	63,635
Increase in Wages (POPS Tenative 3.5% Actual increase TBD)			$	203,637
Increase in Health Benefits (5.68% increase)			$	56,934
Increase in Retirement Costs (5.05% increase)			$	41,179
County Clerk Direct Filing			$	127,142
Pretrial Services Direct Central Booking Costs			$	700,194
6.5% of TCSO Expense for Adminstrative Overhead			$	675,390
Total County Budgeted Expense			$	11,065,998
Less: Total COA Budgeted Expense 90% Credit			$	2,491,561
Net Direct Expense			$	8,574,436
APD owes TCSO 72.17% of Net Direct Expense of	$	8,574,436	$	6,188,171
FY 12 Reimbursement (Per Agreement)			$	6,345,554
FY 13 over FY 12			$	(157,383)

Attachment B

COMPARISON OF FY 12 - FY 13 CENTRAL BOOKING MODELS

City of Austin	FY 12 Model (Based on 74.21% of Bookings for ADP)	FY 13 Model (Based on 72.17% of Bookings for ADP)	FY 13-FY 12 $ Difference	FY 13-FY 12 % Difference
City of Austin Actual Cost In-kind Contribution				
Central Booking Magistration	$ 1,025,509	$ 1,076,453	$ 50,944	4.97%
Magistration Support	$ 583,902	$ 670,348	$ 86,446	14.80%
Planning & Analysis Cost to Process	$ 714,080	$ 790,024	$ 75,944	10.64%
Phlebotomist	$ 62,613	$ 62,613	$ -	0.00%
6.5% of COA Expense for APD Administrative Overhead	$ 155,097	$ 168,963	$ 13,866	8.94%
Total Austin Revenue and Actual In-kind Contributions	$ 2,541,201	$ 2,768,401	$ 227,200	8.94%
Travis County				
TCSO Central Booking Expense	$ 9,349,084	$ 9,197,887	$ (151,197)	-1.62%
Add: Increase in Wages (Rank and File)	$ -	$ 63,635	$ 63,635	N/A
Increase in Wages (POPS Tenative 3.5% Increase)	$ -	$ 203,637	$ 203,637	N/A
Increase in Health Benefits (5.68% Increase in the Rate)	$ -	$ 56,934	$ 56,934	N/A
Increase in Retirement Costs (5.05% Increase in the Rate)	$ -	$ 41,179	$ 41,179	N/A
County Clerk Direct Filing	$ 127,142	$ 127,142	$ -	0.00%
Pretrial Services Direct Central Booking Costs	$ 700,194	$ 700,194	$ -	0.00%
6.5% of TCSO Expense for Adminstrative Overhead	$ 661,467	$ 675,390	$ 13,922	2.10%
Total County Budgeted Expense	$ 10,837,887	$ 11,065,998	$ 228,110	2.10%
Less: Total COA Budgeted Expense 90% Credit	$ 2,287,081	$ 2,491,561	$ 204,480	8.94%
Net Direct Expense	$ 8,550,807	$ 8,574,437	$ 23,630	0.28%
AMOUNT PAID BY CITY OF AUSTIN TO TRAVIS COUNTY (Net Direct Expense Times % of ADP Bookings)	**$ 6,345,554**	**$ 6,188,171**	**$ (157,383)**	**-2.48%**

Draft – Attachment C

INTERLOCAL AGREEMENT
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN
FOR BOOKING AND RELATED SERVICES

THIS AGREEMENT is entered into by and between the following parties: the City of Austin, a Home Rule City primarily located in Travis County, Texas, hereinafter referred to as "City", and Travis County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County".

WHEREAS, City and County have each determined that it would be mutually beneficial for County to continue to provide booking and detention services for City's prisoners; and

WHEREAS, City and County have each determined that it would be mutually advantageous for City to continue to provide Magistration and Identification services for the Central Booking Facility operated by County; and

WHEREAS, City and County are authorized to enter into this agreement by TEX. GOV'T. CODE ANN., ch. 791;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and County agree as follows:

1.0 Effective Date, Term and Termination

1.01 Effective Date. This Agreement shall have an effective date of October 1, 2012. (the "Effective Date").

1.02 Term. The Term of this Agreement shall commence on October 1, 2012, and shall continue through September 30, 2013, unless earlier terminated by either party in accordance with this Agreement or applicable law. The Term of this Agreement may also be referred to as the "FY 13 Term".

2.0 Definitions. As used in this Agreement:

2.01 "Booking" means the intake process by which persons are received for confinement in the Travis County Jail.

2.02 "Central Booking Facility" means that portion of the Travis County Criminal Justice Center at 500 West 10th Street, Austin, Texas, which is under the direct control of the Sheriff and designed primarily for the purpose of intake processing and confining Prisoners.

2.03 "City Officer" means any officer or employee of the City of Austin who lawfully presents any person for confinement at the Central Booking Facility. The term "City Officer" shall include, but shall not be limited to, City of Austin police officers, City of

Austin park police officers, City of Austin airport police officers, and City of Austin marshals.

2.04 "City Prisoner" means:

2.04.1 any Prisoner held only for violation of a City ordinance that does not implement state law, regardless of whether the Prisoner has been magistrated;

2.04.2 any Prisoner held only for violation of a City ordinance that implements state law but who has not yet been magistrated and committed to the custody of the Sheriff by the lawful order of a magistrate;

2.04.3 any Prisoner who has been arrested by a City Officer on any charge or charges other than City ordinance violations but who has not yet been magistrated and committed to the custody of the Sheriff by the lawful order of a magistrate.

2.05 "Downtown Austin Community Court" or "DACC" means a division of the City of Austin Municipal Court with jurisdiction to adjudicate all Class C Misdemeanor offenses committed in the downtown area identified by Section 2-10-32(A) of the City Code, as amended from time to time.

2.06 "Fiscal Year" means the one-year period beginning on October 1 of one calendar year and ending on September 30 of the next calendar year.

2.06.1 "Fiscal Year 13" and "FY 13" shall mean the one-year period from October 1, 2012 through September 30, 2013.

2.07 "Identification Services" means the identification, through local records, of individuals booked into the Central Booking Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards and mug shots, and the response to requests for local criminal history based on the stored records.

2.08 "Magistration" means the performance of that duty of a Texas magistrate to inform an arrestee of accusations and rights, allow access to counsel and admit to bail as provided by law, issue commitment orders, review probable cause affidavits for arrest and search warrants, issue protective orders, and other matters authorized by law. A prisoner has been "magistrated" on a charge when, following arrest on the charge, he or she has been taken before a magistrate who has performed the duties prescribed by Art. 15.17 of the Code of Criminal Procedure with regard to said charge.

2.09 "Pre-Trial Services" means the functions performed by the Travis County PreTrial Services Office to determine a defendant's eligibility for release on bond and the conditions of release.

2.10 Phlebotomist means personnel within Central Booking Facility authorized to take blood from Prisoners for purposes of determining alcohol blood level.

2.11 "Sheriff" means the Travis County Sheriff, or his/her designees.

3.0 City Payments to County

3.01 Cost Model. COUNTY and CITY agree that the amounts to be paid by City to County pursuant to this Agreement shall be computed in accordance with the Cost Model attached hereto as Exhibit A and made a part hereof. A Cost Model showing amounts for FY 12 is attached hereto as Exhibit A and made a part hereof.

3.02 Term. For and in consideration of the services to be rendered by County pursuant to this Agreement during the Fiscal Year that begins on October 1, 2012 and ends on September 30, 2013 ("Fiscal Year 13" or "FY 13"), City shall pay to County the total sum of $6,188,171, in four equal payments as follows: $1,547,042.75 on or before December 31, 2012; $1,547,042.75 on or before March 31, 2013; $1,547,042.75 on or before June 30, 2013; and $1,547,042.75 on or before September 30, 2013.

3.05 City will provide Magistration and Identification services-for all prisoners booked into the Central Booking Facility. For purposes of this agreement, these costs will be credited at 90% of actual expense per the cost model.

3.06 City and County agree that the payments provided herein fairly compensate the performing party for the service performed under this agreement.

3.07 City and County agree to cooperate in developing alternatives to booking of City Prisoners in the Central Booking Facility. If the development of such an alternative may result in a significant reduction of projected bookings of City Prisoners, City and County will enter into renegotiation of this Agreement.

3.08 True-Up. The computation of the amounts to be paid by City to County during Term as shown in section 3 above is based upon projected amounts of City Direct Expenses and County Direct Expenses for the Term as included in budget documents and the numbers of prisoners booked in FY 2011 as shown in Exhibit A which is attached hereto and made a part hereof. Within ninety (90) days after the end of the Term, COUNTY and CITY will exchange information regarding their actual expenditures for each item of expense included City's Direct Expenses and County's Direct Expenses and COUNTY will provide to CITY the actual numbers of prisoners booked during the Term. Using the actual booking numbers and actual expenditures for the Term, the Parties will re-compute the CITY'S Share of Total Central Booking Facility Costs. If the City's Share of Total Central Booking Facility Cost as determined using actual Term booking numbers and expenditures exceeds the total amount of the payments made from CITY to COUNTY during the Term, CITY will make an additional payment to COUNTY in an amount equal to the difference between the total amount paid and the amount to be paid as determined using actual Term booking numbers and expenditures. Such additional payment shall be made within one hundred fifty 150 days after the end of the Term. If the City's Share of Total Central Booking Facility Cost as determined using Term booking numbers and expenditures is less than the total amount of the payments made by CITY to COUNTY during the Term, COUNTY will make payment to the CITY. Costs and expenses that are not anticipated, disclosed to, and approved by the parties

before the effective date of this Agreement and included in the attached cost model will not be considered properly incurred unless later agreed upon by City and County for the purposes of performing the true up.

4.0 City Use of County Space

4.01 County shall allow City the use of designated space within the building at 500 West 10th St. for the provision of magistration services to the Central Booking Facility. This designated space is illustrated by Exhibit B. County shall allow City the use of a suitable designated space for arrest review and report writing. With County approval, City may perform renovations to the arrest review space at its expense. County will provide furnishings and equipment for the arrest review area, magistration courtroom, and magistrate offices. The County will also provide data and phone lines as set out in Exhibit C

4.02 County will allow City to use available interview rooms, and the line-up room, that are located within the Central Booking Facility and/or the Travis County Jail.

4.03 County will designate two (2) parking spaces for Municipal Court judges within the County's parking garage. County will designate fifteen (15) parking spaces in its San Antonio Street parking garage for use from 7:00 p.m. to 7:00 a.m. by City Officers who are booking prisoners. City will designate street parking spaces for law enforcement prisoner booking on 10th Street, between Nueces and San Antonio Streets, and on the east curb line of San Antonio Street between 9th and 10th Street.

4.04 County and City agree that any future additional space needs by either party will be jointly planned and will be subject to funding by both the City and the County.

4.05 County will provide an appropriate space for a Phlebotomist to perform phlebotomy services as needed.

5.0 Maintenance, Utilities and Renovations

5.01 Maintenance and housekeeping. County will provide maintenance, housekeeping, utility service and garbage pickup for the space used for magistration and arrest review. County will provide all furnishings within the designated Municipal Court space and shall be responsible for maintenance and replacement of same. Furnishings means all office furniture, office equipment and supplies, and includes but is not limited to word/data processing equipment, desks, chairs, filing cabinets, bookcases, and tables.

5.02 Renovations. The City shall make no renovation, alteration or repair to County buildings, fixtures or furnishings without prior authorization from the County's Facilities Management Department.

6.0 Responsibility for Losses

6.01 City and County each acknowledge that the other is self-insured for some losses at the execution of this agreement.

6.02 City shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of County employees in relation to the operation of the Central Booking Facility or arising from any condition of the Central Booking Facility that result from County facilities, policies, practices or operations. County shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of City employees in relation to the operation of the Central Booking Facility or arising from any condition or operation of the Central Booking Facility that result from City facilities, policies, practices or operations.

6.03 Except as otherwise provided herein, if both County and City are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of City and County employees under this Agreement, City and County shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.

6.04 If any City Officer or employee suffers any loss while on duty, City shall be at risk for the liability for the loss under its workers compensation self-insurance fund. If any County Officer or employee suffers any loss while on duty, County shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

6.05 County bears all property losses that result from damages that would be covered by fire and casualty insurance coverage offered by a commercial insurance company. Any insurance proceeds paid to County that relate to damages to the designated Municipal Court space or arrest review space shall be used by County to repair the damages and replace the designated Municipal Court space or arrest review space to its condition before the fire or casualty occurred without regard to fault.

7.0 Operation of the Central Booking Facility

7.01 County agrees to operate and maintain the Central Booking Facility in compliance with requirements of the Texas Commission on Jail Standards.

7.02 County shall give City Prisoners equal priority with County Prisoners and Prisoners of other governmental entities as to admission and custodial policies of Central Booking Facility.

7.03 County shall operate the Central Booking Facility on a twenty-four (24) hour basis, seven (7) days a week. Except as otherwise provided herein, Central Booking Facility staff shall receive, hold and house all City Prisoners tendered to them by City Officers and accepted by the Sheriff.

7.04 County and Sheriff have the right to refuse to accept any City Prisoner who is in need of medical attention prior to confinement, any City Prisoner for whom the required booking data has not been completely and accurately furnished in the required format, or any City Prisoner about whom County staff has a reasonable belief that the person is not lawfully being detained. County and Sheriff have the right to reverse the acceptance of any City Prisoner who is serving time in confinement in lieu of paying a monetary fine after conviction and commitment by a City court if a magistrate has not conducted a hearing on the issue of the indigency of that person and found that person to be financially able to pay the fine. Nothing contained in this Agreement shall be construed to require the Sheriff to hold any person in custody contrary to (1) the Constitution and laws of the State of Texas, or (2) the Constitution and laws of the United States.

7.05 The City Officer who presents a City Prisoner at the Central Booking Facility will provide complete and accurate information necessary to complete forms required by County for all City Prisoners brought to the Central Booking Facility. County will fingerprint and photograph all Prisoners; provided, however, that County shall not be required to fingerprint and photograph persons who are being booked on misdemeanor charges only and who were fingerprinted and photographed within the preceding one-year period. City will process and file all photographs. City shall classify and file all fingerprints and mug shots. For these purposes the terms "prints" and "photographs" shall include all media, including electronic and digitized media as may be appropriate to maintain optimum efficiency, and as agreed upon by City and County. County will be responsible for providing for its use printers ink, rollers, ink pads, and scanner wipes for the Live Scan System. City will provide fingerprint and palm print cards.

7.06 City and County will maintain a network connectivity link. Except as may be provided in a separate written agreement between the parties, the cost of maintaining the connectivity link and the equipment purchased for that system shall be borne by the party that incurred the expense. County will operate and maintain an identification system that provides electronic images of fingerprints. City shall continue to provide County use of and access to City's digitized mug shot system via a network connection link. City shall provide the equipment necessary to capture, process and transmit digitized mug shot images to the City's database. City shall continue to allow County access to its digitized mug shot database. City shall cooperate with County to facilitate the provision of workstation mapping to allow Central Booking Facility staff to view digitized mug shot images at the Central Booking Facility's release desk.

7.07 City and County shall share information among themselves to facilitate modifications to their reporting requirements, data entry forms, software and hardware of the Central Booking Facility. City and County shall also consult with each other prior to modifying their respective software and hardware, form design, or reporting requirements when these modifications may impact the other's software, hardware, form development or reporting requirements. During design and before final approval of any modification of any form design of shared forms, data elements, reporting requirements, software or hardware used in the Central Booking Facility operations, the party proposing the modifications shall notify the other party in writing of the details of the proposed modifications and allow the other party a reasonable time, considering the

size and complexity of the proposed modifications, to review the modifications, evaluate all aspects of the impact of the proposed modifications on that party, and develop suggestions about how to eliminate or minimize any adverse impact and advise the proposing party of the results of the review and evaluation and the suggestions developed. City and County shall cooperate in both reaching the goals of the proposing party's modifications and minimizing the adverse impact on the other party.

7.08 County agrees to provide City Officers access to all Prisoners consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. County agrees to release Prisoners for investigative purposes to City Officers within limitations imposed by courts and necessary routine Central Booking Facility procedures.

7.09 City and County agree to continue using the AP ID number as the "master" person identifier in the local criminal justice process. The Austin Police Department shall provide the AP ID Number to County at the same time the name and fingerprint confirmation are provided. County shall maintain the state mandated Incident Tracking Number (TRN\TRS) and the AP ID Number in the booking record.

7.10 Medical Care. With regard to each person that City officers present for booking, City Officers shall notify Central Booking Facility staff of (1) any known or suspected injuries to the person, (2) any known or suspected illnesses of the person, (3) any health complaints made by the person, and (4) any medical treatment given to the person. The Sheriff may refuse to accept a person for booking into the County Jail when, in the judgment of the Sheriff, medical attention is necessary before the person's confinement. If the Sheriff refuses to accept a City Prisoner because the City Prisoner is in need of medical attention prior to confinement, City shall transport the prisoner for hospitalization and/or medical treatment before again presenting the City Prisoner for booking. After a City Prisoner has been accepted by the Sheriff for confinement and booked into the County Jail, County shall provide routine medical attention within the reasonable capabilities of County medical staff on duty in the Central Booking Facility. If a City Prisoner requires hospitalization and/or medical treatment beyond that available from the Central Booking Facility staff, City shall be responsible to pay for such hospitalization and/or treatment, and should any such expense be incurred by County, City shall reimburse County upon request. This Agreement does not create any City liability to third parties for payment of treatment costs of persons taken to a hospital or other treatment provider. Upon request of City, the Sheriff may assign a Sheriff's officer to guard a City Prisoner who has been transported to a hospital by City Officers for medical treatment prior to booking. County shall not be responsible for any costs associated with the hospitalization and/or treatment of any such City Prisoner kept under guard by Sheriff's officers, and should any such expense be incurred by County, City shall reimburse County upon request. City shall not be responsible for any expenses arising from the negligent or illegal acts of County employees.

7.11 On any occasions that City Officers who are peace officers want to take custody of a Prisoner for lawful purposes, they shall be permitted to do so if they comply with routine Central Booking Facility procedures. These procedures will necessarily involve a formal assumption of responsibility and liability for the Prisoner.

7.12 The County will conduct investigations concerning all grievances and/or complaints filed by Prisoners according to County policy. The County shall investigate all incidents of death or serious bodily injury involving Prisoners in the Central Booking Facility. The County will cooperate with the City to facilitate joint investigations or separate investigations by the City when it is reasonably likely that City personnel or City interests are involved.

7.13 This agreement shall not limit the power of County or the Sheriff to perform booking or detention services for other governmental entities.

7.14 If parking is not available within the sallyport for a City officer delivering a City Prisoner to be booked, County officers shall escort the City Prisoner from the sallyport into the Central Booking Facility while the City officer parks his or her vehicle outside the sallyport. As soon as the City officer has parked his or her vehicle, the City officer shall retake custody of the City Prisoner to continue the booking process. The County officer's escort of a City Prisoner from the sallyport as described herein shall not be deemed acceptance of the City Prisoner by the County for the purpose of booking and confinement and County shall retain the right not to accept the City Prisoner as otherwise provided in this Agreement or by law. The purpose of this section is to expedite the Prisoner's entry into the facility, and to prevent Prisoners from being walked into the facility from areas outside the enclosed sallyport.

8.0 Judicial Administration

8.01 It is agreed that the City shall provide magistration required at the Central Booking Facility. City and County shall require all persons who perform magistration services to record the exact time at which magistration for each Prisoner is completed. It is also agreed that the City shall provide all support services for the City's magistration duties, including, but not limited to, interpreter services. Notwithstanding the foregoing, both parties to this agreement acknowledge that the Justices of the Peace and other judges and certain other officials retain the powers of their respective offices to provide magistration in the event these services are needed in lieu of magistration by City's Municipal Court Judges. City's magistrates may arraign City Prisoners, and collect fines and costs in appropriate cases for offenses within the jurisdiction of the City of Austin Municipal Court.

8.02 City magistrates shall provide magistration services at the Central Booking Facility 24 hours a day, seven days a week, except for one (1) hour break period for each daily shift during which a magistrate will not be available. Courtroom activities shall be given priority by magistrates.

8.03 County shall be responsible to provide such access to magistration proceedings by attorneys and members of the public as may be required by law.

8.04 Downtown Austin Community Court Arrestees. City shall identify and clearly designate as Downtown Austin Community Court (DACC) Arrestees all persons charged with Class C Misdemeanor offenses committed in the geographical area served by the

Downtown Austin Community Court. In accordance with City policies and procedures, City Prisoners who are charged with Class C misdemeanor offenses committed in the geographical area served by the Downtown Austin Community Court (hereinafter referred to as "City DACC arrestees") will not be magistrated at the Central Booking Facility. The Sheriff will have City DACC arrestees ready for transport upon arrival of City officers on weekdays at 7:30 a.m. City DACC arrestees who are booked into the Central Booking Facility between 9 P.M on Sunday and 8 A.M. on Friday will be detained at the Central Booking Facility for transport by City officers to the Downtown Austin Community Court for magistration. City DACC arrestees who are booked into the Central Booking Facility between 8 A.M. on Friday and 9 P.M. on Sunday will be released to appear at the Downtown Austin Community Court, except that City DACC arrestees who are arrested on capias pro fines will be held for transport to DACC the following business day. This schedule is designed to coincide with the current days and hours of operation of the Downtown Austin Community Court. If the operating days and/or hours of the Downtown Austin Community Court change, the Parties may change the schedule by mutual agreement without the necessity of formal written amendment of this Agreement. City expressly acknowledges and agrees that the detention of City DACC arrestees pending transport by City officers to the Downtown Austin Community Court is pursuant to City policy and City shall be responsible for any liability that results from the policy, unless the liability arises from the negligent or illegal acts of County employees. The Parties expressly acknowledge and agree that the Sheriff retains the right to manage the inmate population at the Central Booking Facility at all times, which includes the right to release City DACC arrestees to appear at the Downtown Austin Community Court as conditions warrant.

8.05 Sheriff staff will collect fines and fees associated with cases within the jurisdiction of the City of Austin Municipal Court for City Prisoners booked into the Central Booking Facility. A Sheriff's staff member and a Municipal Court clerk will reconcile the collections daily. City is responsible for transportation of funds and documentation from the Central Booking Facility to the Municipal Court.

8.06 City and County agree to cooperate in a procedure for the filing of criminal cases into the appropriate court having jurisdiction of the offense. City and County acknowledge that the Municipal Court and its Clerk will not maintain custody of documents filed in cases that are higher than Class C Misdemeanors.

9.0 Pre-Trial Services

County will continue to provide Pre-Trial Services at the Central Booking Facility. The Pre-Trial Services office will not provide coverage for magistration between the hours of 2:00 A.M. and 6:00 A.M.

10.0 Breath Testing and Phlebotomy Services

10.01 City shall provide two (2) intoxilyzers for the use of any officer testing persons charged with Driving While Intoxicated or Boating While Intoxicated. County will provide one intoxilyzer.

10.02 City shall provide a chemist to maintain and certify the intoxilyzer instruments. This chemist shall be made available to testify in court as required.

10.03 County shall provide one video recording system for the use of any officer testing persons charged with Driving While Intoxicated or Boating While Intoxicated to be located within the Central Booking Facility. This video system will be serviced and maintained by County. County will provide, at its expense, sufficient videotapes for use by arresting officers.

10.04 Phlebotomy Services

1. In order to draw blood samples from certain arrestees, the City will contract with a medical staffing agency to provide phlebotomy services in the County's Central Booking Facility. The City will act as the manager for the administration of the contract, and the County will allocate funding in accordance with the provisions in this Amendment.
2. Services will be provided 9PM to 5AM, beginning on Tuesday evenings and going through Sunday mornings. This schedule can be altered upon agreement of both Parties. The Austin Police Department (APD) and the Travis County Sheriff's Office (TCSO) bringing arrestees to the Central Booking Facility during these hours may utilize the contracted phlebotomy services. Other arresting agencies bringing arrestees to the Central Booking Facility may utilize the contracted phlebotomy services under separate MOU's with the City of Austin. However, the APD and TCSO will be given priority if multiple agencies are requesting phlebotomy services at the same time.
3. The Parties agree to share the cost of phlebotomy services provided during the hours described in #2 of this Section. The City's share of the cost of phlebotomy services will be based on the City's percentage of bookings utilized in the "True-Up" provision in Section 3.08 of this Agreement and applied to the actual cost of phlebotomy services determined at the end of the fiscal year. The County's share of the cost of phlebotomy services will be based on the percentage of non-City bookings utilized in the "True-Up" provision in Section 3.08 of this Agreement and applied to the actual cost of phlebotomy services during the hours described in #2 of this Section and determined at the end of the fiscal year.
4. Only costs incurred during the hours described in #2 of this Section will be shared based on the percentage of actual bookings described in #3 of this Amendment. Costs associated with blood specimens taken during off peak hours for the APD and TSCO, and costs associated with Contractor staff subpoenaed to court, will be billed by the Contractor to the City and are included in costs described in this Amendment. However, these costs incurred for TCSO arrestees will be reimbursed 100% by the County to the City.
5. The computation of the shared costs, and the costs to be fully reimbursed by the County to the City described in #4 of this Section, will occur during the "True-Up" provision described in Section 3.08 following the close of the fiscal year. The County's payment of its share of the phlebotomy costs will be applied as a credit to the City on the final "True-Up calculation, either reducing the amount the City owes the County, or increasing the amount the County owes the City. City shall provide copies of all fiscal records necessary in performing the

"True Up" calculation for County review within 90 days of the close of the fiscal year.

6. Included in phlebotomy services are a trained, certified phlebotomist available to take blood samples from certain arrestees during designated hours, and supplies and equipment associated with the taking of blood specimens. Supplies and equipment may include, but are not limited to: blood draw chair, collections sets, sponge gauze, germicide wipes, Betadine solution, tourniquets, Band-Aids, single use needle holders, surgical masks, medical gloves, and sharps containers.

7. The medical staffing agency contracted by the City will provide all standard insurance associated with phlebotomy services.

11.0 Data Collection/Reporting Requirements and Performance Data.

County agrees to provide to City a quarterly accounting to personnel listed in Section 17.03 of this Agreement:

1) the number of persons presented by the City for booking that the Sheriff refuses to accept for medical reasons. The report will contain information on the reasons for refusal, such as an injury or medical reason, without identifying the individual; and

2) the length of time spent by City officers from the time of arrival at the Central Booking Facility with a City Prisoner until the prisoner is accepted for booking by the County. The reporting will identify the dates and times on which the arrivals and bookings occurred.

3) Report the total number of bookings processed through the Central Booking Facility, detailing those booked by APD, and including charge offense levels and warrants.

4) the total actual cost incurred for booking services during the quarter and fiscal year to date, citing any areas that are exceeding budget and expected to cause the City share to exceed estimated reimbursement.

12.0 <u>Coordinating Committee</u>.

City and County shall each appoint representatives to serve on a Coordinating Committee. The committee will include the following membership:

Assistant City Manager for Public Safety
Presiding Judge of the City of Austin Municipal Court
Clerk of the Municipal Court
City of Austin Municipal Court Magistrate representative
Austin Police Department designates

Travis County County Executive for Justice and Public Safety
Travis County Sheriff's Office - Major of the Corrections Bureau
Travis County Sheriff's Office – Captain of Central Booking Facility
Travis County Sheriff's Office, Lieutenant of Central Booking Facility

Other Travis County Sheriff's Office designates
Travis County Pre-Trial Services Director
Travis County Attorney's Office designate
Representative Defense Attorney

The Coordinating Committee will have an assigned coordinator from the Travis County Sheriff's Office to take meeting minutes, develop meeting agendas, and manage its meetings calendar. The committee shall:

12.01 meet at least monthly to review Central Booking Facility operations and issues;
12.02 review and recommend any revisions to City and County procedures related to the operation of the central booking facility;
12.03 monitor performance measures and periodically provide status reports to the Commissioners Court and to the City Council;
12.04 recommend interlocal revisions to Commissioners Court and City Council, if necessary.

13.0 Records

City and County agree to allow access to and mutual inspection of any and all records relevant to the Central Booking Facility, excluding City and County internal memoranda and files otherwise exempted by law from public disclosure.

14.0 Breach

The failure of either party to comply with the terms and conditions of this agreement shall constitute a breach of this agreement.

15.0 Waiver

The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this agreement.

16.0 Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Travis County, Texas.

17.0 Notice

17.01 All notices sent pursuant to this interlocal agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

17.02 Notices sent to County pursuant to this interlocal agreement shall be delivered or sent to:

Sheriff Greg Hamilton (or successor in office)
Travis County Sheriff's Office
P.O. Box 1748
Austin, Texas 78767

And to:

Roger Jefferies (or successor)
Travis County Justice and Public Safety Division
P.O. Box 1748
Austin, Texas 78767

With a copy to:

David Escamilla, County Attorney (or his successor in office)
P.O. Box 1748
Austin, Texas 78767

17.03 Notices sent to City pursuant to this Interlocal Agreement shall be delivered or sent to:

Art Acevedo (or successor)
Chief of Police
Austin Police Department
715 East 8th Street
Austin, Texas 78701

And to:

Alice Suter (or successor)
Assistant Director, Austin Police Department
P.O. Box 689001
Austin, Texas 78768-9001

With a copy to:

Karen Kennard (or successor)
City Attorney, City of Austin
P.O. Box 1088
Austin, Texas 78767

17.04 When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

17.05 Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

18.0 Current Revenue

19.01 The City shall pay for services rendered by the County, pursuant to this interlocal agreement, from current revenue funds.

19.0 Legal Construction, Severability

In case any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

20.0 Entire Agreement

20.01 Except as provided in Section 1.0, this agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties, with respect to said matter. Each party to this agreement acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied herein and that no other agreements, statement, or promise not contained in this agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties. No official, representative, agent or employee of County, has any authority to modify this agreement except pursuant to express authority to do so granted by the Commissioners Court of Travis County.

20.02 The following exhibits are part of this contract, and constitute promised performances of the parties to this agreement:

20.02.01 Exhibit A, Cost Model Parameters Beginning October 1, 2012
20.02.03 Exhibit B, Floor Plan for Magistration Space
20.02.05 Exhibit C, Data and Phone Lines

21.0 Parties Bound

This agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement. Each party confirms that its respective governing body has duly authorized this Agreement.

22.0 No Conferring of Third Party Rights

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

23.0 Gender and Number

Words of gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless this agreement requires otherwise.

Executed on the date or dates indicated below.

TRAVIS COUNTY

By:_____
Samuel T. Biscoe
County Judge

DATE:_____

CITY OF AUSTIN

By:_____
Marc Ott
City Manager

DATE:_____

TRAVIS COUNTY SHERIFF

_____
Greg Hamilton

Date:_____

Item 6

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012

Prepared By/Phone Number:
Roger Jefferies, County Executive, JPS, (512) 854-4759

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, JPS, (512) 854-4759

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:
CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

A. MASTER INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE URBAN COUNTIES TECHSHARE PROGRAM; AND

B. TECHSHARE PROSECUTOR DEVELOPMENT PROJECT ADDENDUM TO THE MASTER INTERLOCAL AGREEMENT.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached memos.

STAFF RECOMMENDATIONS:
Staff recommends approval of master ILA and addendum. Please see attached memos.

ISSUES AND OPPORTUNITIES:
Please see attached memos.

FISCAL IMPACT AND SOURCE OF FUNDING:
Funding is being requested from IJS reserve for FY 2012 and beyond. Please see attached memos.

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

REQUIRED AUTHORIZATIONS:
County Attorney's Office
County Purchasing Office
IJS Steering Committee
ITS

ATTACHEMENTS:

Memo to the Commissioners Court dated August 6, 2012
Memo to the Commissioners Court dated July 10, 2012

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

MEMORANDUM

Date: August 6, 2012

To: Sam Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, Justice and Public Safety
Rod Brown, Interim ITS Management Team
Vicki Skinner, Chair, Integrated Justice System Steering Committee

Re: **Travis County Participation in the CUC TechShare Prosecutor Development Project – Follow-up Questions/Answers**

On July 17th, representatives from the IJS Steering Committee and the CUC briefed the Commissioners Court on the proposed master interlocal between Travis County and the CUC, and the addendum to the interlocal that would allow us to participate in the Prosecutor Development Project. In that briefing you asked some questions and asked us to come back with answers. Please find the questions and our answers below:

1. How much have we spent on the TechShare program (Prosecutor and Court Development Projects) to date?

   To date, we have spent $183,000 on the TechShare program for planning purposes, which includes $60,000 for the Prosecutor Development Project and $123,000 for the Criminal Courts Development Project. The Criminal Courts Development Project will be presented to the Commissioners Court in a briefing and request at a later date.

2. What will be the impact of the TechShare Prosecutor Development Project to the Travis County budget going forward?

   — Development: $1,006,959 over three fiscal years ($59,233 in FY '12, $710,795 for FY '13, and $236,931 for FY '14)
   — Implementation: $583,000 (estimated to begin in FY '14)
   — Annual maintenance: $194,000 (estimated to begin in FY '14 and beyond)

Proposed additional staff: 6 positions (for all IJS projects including prosecutor, court, and JP systems), $635,294 annually.

3. Who will maintain the code over the life of the program?

   The CUC TechShare staff will maintain the code through their TechShare office during the life of the program.

4. How much will be needed from the FY '12 IJS reserve for the TechShare Prosecutor Development Project?

   The amount needed will be $59,233 for the Prosecutor Development Project. The FY '12 reserve is $4,700,000, which includes $2,800,000 for Prosecutor Development Project AND Criminal Courts Development Project, $700,000 for back fills (we funded two so far for $90,321) and $1,200,000 for the JP case management system ($584,694 expended to date).

5. How much will be needed from the proposed FY '13 IJS reserve for the TechShare Prosecutor Development Project?

   The amount needed is $710,795 for the Prosecutor Development Project. The proposed FY '13 IJS reserve is $2,164,795, which includes $1,000,000 for the TechShare courts module, $710,795 for the Prosecutors Development Project, and $454,000 for the On-Base DMS.

6. Will the current Prosecutor Information Management System (PIMS) still need to be maintained after the TechShare project is implemented?

   PIMS will not need to be maintained after the implementation of the TechShare prosecutor system. The maintenance paid to Tiburon will be reduced by $51,000 per year.

7. What are the benefits of the shared TechShare program for the Prosecutors Development Project?

   Interoperability and shared costs

   — Because maintenance and operation costs of the system will be shared, each county pays only a portion based on population.

   — Paper documents from law enforcement agencies will not have to be delivered to prosecutor offices; the system will be able to accept the documents electronically and share them across the DA and/or CA offices.

— Transfer of cases between the County Attorney and District Attorney Offices (reductions and enhancements) will be electronic.

— The system will be able to interface with present and future systems and products.

Electronic data transmission

— Local Law Enforcement Agencies will be able to transmit their arrest reports, witness statements and evidence electronically, saving on paper handling, travel time, fuel costs and other items.

— Redundant data entry will be reduced and accuracy and timeliness of information provided by law enforcement will be improved. As a result required follow-up and data correction efforts will be reduced in the prosecutors' offices.

— Prosecutors will be able to file electronically to clerks' offices and court.

— Defense bar will be able to review case materials electronically (discovery) reducing their need to get paper files from the Prosecutors' offices.

— Indictment, plea negotiation and trial preparation will be more efficient through the use of electronic data transfer.

Statewide influence

— Banding together and using the same system gives the larger counties more influence on statewide policy, for example, electronic disposition reporting (EDR) to the Department of Public Safety.

— Urban Counties already has experience working with state agencies to standardize electronic reporting parameters and improve consistency across agencies, for example, TJJD, DPS, OCA and Jail Standards. For example, Urban Counties was able to standardize arrest disposition reporting for juveniles across DPS and TJJD; and to get a new arrest disposition code "failure to appear" implemented to help counties achieve 90% compliance on EDR.

— The CUC is working to implement NIEM (National Information Exchange Model) compliant data exchanges with state agencies through the Texas Pathway to NIEM project.

— Standardized data across jurisdictions may also assist in evaluating programs and processes to help determine what is working and not working in criminal justice across the state.

8. Are all relevant county departments participating?

   All county departments are participating. Collectively, we have been managing the TechShare program for the prosecutors and the courts through the Integrated Justice System Steering Committee. At the time the vote was taken for the IJS to recommend this project to the Commissioners Court, all members voted affirmatively, with the County Clerk's Office abstaining. Also, a briefing was held on August 2nd for elected and appointed officials whose offices would be impacted by this program.

MEMORANDUM

Date: July 10, 2012

To: Sam Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, Justice and Public Safety
Joe Harlow, County Executive, ITS
Vicki Skinner, Chair, Integrated Justice System Steering Committee

Re: **Travis County Participation in the CUC TechShare Prosecutor Development Project**

Background of Issue

Travis County currently participates in the Texas Conference of Urban Counties' (CUC) TechShare program. TechShare allows member counties to collaborate on information technology projects and leverage resources to realize economies of scale and cost savings. In 2011, Travis County entered into an Interlocal Agreement to participate in a planning project to explore development of a prosecutor module under TechShare. Dallas, Tarrant, Travis Cameron, and Midland counties have joined in this planning project.

The purpose of the planning project was to define the detailed scope for the prosecutor project, prioritize development, and define the budget and schedule for actual software development. While the project was led by CUC, there has been significant involvement by Travis County staff from the District Attorney's Office, County Attorney's Office, District Clerk's Office, County Clerk's Office, ITS, Sheriff's Office, and the Purchasing Office. Attached is the formal proposal from CUC for the TechShare Prosecutor Development Project. The purpose of this briefing is to request Commissioners Court approval of the project, allocate the necessary funding, and authorize the execution of related documents.

Operational Impact

Prosecutor Development Project Overview
Currently, Travis County utilizes the Prosecutors Information Management System (PIMS). As we reported last fall, Tiburon, vendor of Travis County's PIMS announced that this product (along with FACTS) was at end-of-life and will receive no further updates. PIMS has been in operation in Travis County since 2000.

The proposed TechShare Prosecutor Development Project is based upon CUC contracting with Xpedient Technologies, the incumbent vendor for Tarrant County's prosecutor software. Software development will take place at CUC's TechShare Development Center in Austin, Texas. The development will include CUC, contractor and participating County resources. Project details and timelines are in the attached CUC project proposal. The project is expected to take 17 months of development with the following deliverables. The first five iterations must be completed in order.

- Iteration 1 – Implementation in the participating counties of the initial version of software covering functionality from intake to indictment
- Iteration 2 – updated software to enable use of electronic discovery by the defense bar and a web client to perform critical functions from a browser environment
- Iteration 3 – updated software to electronically offer and negotiate plea arrangements and allow for prosecutors to manage their cases and system administration features
- Iteration 4 – updated software to report required information to the State Department of Public Safety
- Iteration 5 – updated software to enhance the workflow in each county based on individual counties' business process and requirements.
- Enhancements – software enhancements to allow for integration to Livescan for electronic filing and expanded incident and person management
- Enhancements – software enhancements to provide for local reporting capabilities and integration to other county software systems

Travis County staff resources for software development

Travis County will need to provide appropriate staff resources during the software development. Subject matter experts from each stakeholder's office will be needed, with the actual staff resource changing depending on the specific module in development. There will be a need to provide some level of "backfilling" resources to ensure that ongoing operations continue during the development period. It will be proposed that six county staff be added in the 2013 preliminary budget for multiple IJS projects, including the TechShare Prosecutor Project. These include:

- DA- Business Analyst III
- District Clerk – Business Analyst III
- County Clerk- Business Analyst II
- Criminal Courts- Business Analyst III
- ITS- Business Analyst II and Project Manager I

Implementation of the TechShare Prosecutor system

The current proposal from CUC only provides for the development of the TechShare Prosecutor software. There will be additional effort and costs required to implement the software in each county. CUC is currently finalizing a separate implementation project proposal designed to leverage participating counties' resources for a more cost-effective implementation. All participating counties are currently working on detailed estimates of implementation costs. Key implementation issues under review include:

- Data conversion – CUC is developing a plan to leverage participating county resources to reduce costs of data conversion
- Hardware needed – the CUC plan will include options for installing the software locally at each county and for a full solution hosted and operated by CUC
- Digital Media Evidence (DME) – the CUC implementation plan will include options for managing DME submitted by law enforcement agencies as part of case filing
- County staff resources – the CUC implementation plan will identify the specific staff resources required by each participating county during implementation

Benefits to Travis County

Developing a software program for prosecution through CUC offers the following benefits to Travis County:

- Saves approximately $20.8 million collectively compared to four counties developing software independently
- Provides a mechanism to support electronic case filing by law enforcement agencies, resulting in shorter processing times and labor savings
- Increases the accuracy and timeliness of information provided to prosecutors by law enforcement agencies
- Integrates with Livescan to provide prosecutors with improved access to criminal history information
- Provides prosecutors with tools to comply with statutory filing timelines and facilitate faster and more informed prosecutor decisions, thus improving the ability to manage the jail population
- Increases the overall efficiency of the discovery and plea negotiation processes for both prosecutors and defense attorneys, resulting in reduced lengths of stay in jail
- Provides the capability for electronic exchange of information from prosecutors and the grand jury to the County and District Clerk
- Results in a county-owned and operated prosecutor module that can be implemented in any Texas county and that can be shared with other counties to reduce overall costs of operation and maintenance

Coordination with ACMS Project

The TechShare Prosecutor Development Project will be coordinated with the adult case management system project (ACMS). A similar model of multiple county participation will be followed for ACMS. CUC is currently in final contract negotiations with the top two vendors who submitted proposals in response to an RFP. Once the contract is finalized, CUC will submit a project proposal for the ACMS project.

The TechShare Prosecutor Development Project advances a key strategy endorsed by the CUC of local ownership and control of justice information systems to contain both initial development and ongoing maintenance costs.

Fiscal Impact

The proposed budget for the TechShare Prosecutor Development Project is $5,647,467 for the development of the software. This does not include implementation and maintenance costs. At this time, it is expected that five counties will participate: Dallas, Tarrant, Travis, Cameron, and Midland. Cost allocation among participating counties is based upon population.

Cost Allocation – Five Counties Participation

Participant Contributions	FY 2012	FY 2013	FY 2014	Total	
Calculated Total	332,203.94	3,986,447.29	1,328,815.76	5,647,467.00	Percentage
Cameron	23,491.54	281,898.49	93,966.16	399,356.20	7.07%
Dallas	136,948.54	1,643,382.43	547,794.14	2,328,125.11	41.22%
Midland	7,915.25	94,983.04	31,661.01	134,559.31	2.38%
Tarrant	104,615.72	1,255,388.59	418,462.86	1,778,467.17	31.49%
Travis	59,232.90	710,794.74	236,931.58	1,006,959.22	17.83%
FY Total	332,203.94	3,986,447.29	1,328,815.76	5,647,467.00	100.00%

Travis County's cost to participate in the development project will not exceed $1,006,959.22. Travis County's FY 2012 allocation would be due by August 1, 2012 (subject to change based on date of contract execution). FY 2013 and FY 2014 payments would be due by October 31 of each year. Funding can be made available through approval by the Commissioners Court to draw down funds from the existing IJS reserve in FY 2012 and from a proposed FY 2013 IJS reserve for this and other projects.

Recommendation

The Integrated Justice System Steering Committee is recommending that the Travis County Commissioners Court approve participation in the Texas Conference of Urban Counties' TechShare Prosecutor Development Project and authorize the Travis County Judge to execute the addendum and related documents on behalf of Travis County. It is also recommended that Commissioners Court approve the allocation of funds for this project at a total amount not to exceed $1,006,959.22 and authorize disbursement of Travis County's FY 2012 portion of the cost, not to exceed $59,232.90.

Item 7

Travis County Commissioners Court Agenda Request

Meeting Date: 8/14/2012
Prepared By/Phone Number: George Monnat, Ron Dube
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

A. PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE, DECLARE ONE OPEX SCANNER # DS1225 AS SURPLUS PROPERTY AND AUTHORIZE TRADE-IN ON OPEX SCANNER # DS2000.

B. APPROVE THE FOLLOWING MODIFICATIONS TO CONTRACT NO. 4400000273 (CM100016GM), OPEX CORPORATION, FOR DROP FEED SCANNER:
   1. MODIFICATION #2 TO THE PURCHASE AGREEMENT FOR A DS2200 DROP FEED PRODUCTION SCANNER; AND
   2. MODIFICATION #4 TO THE MAINTENANCE AGREEMENT FOR THE DS2000 DROP FEED SCANNER

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends/does not recommend approval of requested action. This procurement action meets compliance requirements as outlined by the statutes.

  On September 7, 2010, the Commissioner Court authorized the purchase of an Opex Scanner model DS1225 for the Records Management Department. Due to technical problems being experienced in the current unit which have proven unresolvable, Opex has offered to exchange for newer Model DS2200 at no charge for the scanner, excepting a shipping charge. The maintenance fee will increase $1000.00 per year. RMCR states that funds for these charges can be paid with funds from the Court Records Preservation Account,

which is legislatively mandated for digitization of court records like those being scanned at the Imaging Lab. The maintenance services and charge for the DS2200 will commence upon installation and the maintenance services and charge for the DS1225 will stop upon deinstallation and credit will be issued by Opex to Travis County for the remaining balance of the 12 months coverage (which ends in January 2013).

- **Contract-Related Information:**

Award Amount:	$113,028.00
Contract Type:	Purchase / Maintenance Agreements
Contract Period: with annual renewal	September 22, 2009 to December 31, 2012

- **Contract Modification Information:**

Modification Amount:	$1000.00
Modification Type:	Change in covered equipment
Modification Period:	

- **Funding Information:**

☒ Purchase Requisition in SAP: 1000001156 (Freight)

☐ Funding Account(s):

☐ Comments:

TRAVIS COUNTY
Records Management and Communication Resources

700 Lavaca Street, Suite 330 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-9560

TO: GEORGE MONNAT, PURCHASING AGENT ASSISTANT IV
PURCHASING DEPARTMENT

FROM: STEVEN BROBERG, DIRECTOR
RMCR DEPARTMENT

RE: OPEX SCANNERS CONTRACT AMENDMENTS

George, in December of 2010, RMCR took delivery of an Opex document scanner, Model 1225. It was soon discovered that certain technical problems with the machine were slowing scanning operations. Opex sent several technicians over the following months to try to repair the problems. Many issues were resolved, but others remain.

Opex has offered to swap out the troublesome Model 1225 and replace it at no cost with the newer Model 2200. RMCR recommends this solution to the technical problems with the Model 1225.

There will be no charge for the new scanner itself. The only expenses will be service and licensing fees of less than $5,300 (a portion of which will be pro-rated, based on when the scanners are actually exchanged) and the freight cost to ship the replacement machine, $315. These costs can be paid with funds from the Court Records Preservation Account (SAP Fund 0141), which is legislatively mandated for digitization of court records like those being scanned at the Imaging Lab. There will be no General Fund impact.

Please modify the County's agreements with Opex to remove the Model 1225 from service and add the Model 2200. If you have any questions, please call Shawn Malone at ext. 47627. Thank you.

cc: Cathy Dawkins
Tom Ashburn
Shawn Malone

Amendment No. 2 to the Purchase Agreement entered into between OPEX Corporation ("OPEX") and Travis County ("County")

This Amendment No. 1 to the Purchase Agreement entered into by and between **OPEX Corporation** ("OPEX") and **Travis County** ("County") shall become effective upon the execution of this document by authorized representatives of both parties.

Statement of Purpose

The parties initially entered into a Purchase Agreement, Contract No. CM100016GM, which became effective on September 24, 2009 ("Agreement"). The parties now wish to amend the Agreement and Amendment No. 2 to reflect the purchase of additional OPEX equipment as provided herein.

Amended Agreement

NOW, THEREFORE, in consideration of the foregoing Statement of Purpose, the mutual agreements set forth in the Agreement and herein, and other good and valuable consideration, the parties agree to amend the Agreement as set forth below. All other terms and conditions shall remain in full force and effect.

A.) The first sentence of Section 1, titled " Contract," shall be modified as follows:

This Agreement will become binding on each party only when each party has signed this Agreement and Attachment "A, A-1 and A-2."

B.) The first sentence of Section 2.1, titled "Equipment," shall be modified as follows:

Payment for the Products (see Attachment "A-2") shall be made as provided in Section 7 of the General Provisions attached hereto. Refunds shall be paid in accordance to Section 5 below.

C.) Section 5.1, titled "Product Acceptance Test":

This Section 5.1 is not applicable to this Amendment No. 2.

D.) Section 6.1, Equipment Warranty, shall be modified by adding the following terms and conditions:

For the DS2200 only: It is understood and agreed by County that County shall take possession of the **DS2200 Product** on an "As is, Where Is" basis. OPEX warrants that OPEX is the lawful owner of the Product, and that the Product is free from all encumbrances and liens, and that it has full and complete right to sell the Product to County. THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OPEX SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THIS LETTER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PROPERTY, PERSONS, OR OTHERWISE, TO THE FURTHEST EXTENT PERMITTED BY LAW, ARISING OUT OF OR IN CONNECTION WITH AGREEMENT.

E.) Please delete Section 9.3 in its entirety and replaced with the following:

9.3 Additional Attachments. The following attachments are incorporated into this Agreement:

Attachment A:	Product Pricing
Attachment A-1:	Product Pricing
Attachment A-2:	Product Pricing
Attachment B:	Product Acceptance Test
Attachment B-1:	Product Acceptance Test
Attachment B-2:	Intentionally Omitted From this Amendment No. 2
Attachment C:	General Provisions
Attachment D:	Product Specifications
Attachment D-1:	Product Specifications
Attachment D-2:	Product Specifications
Attachment E:	Ethics Affidavit

F.) The following Attachment A - 2 (Attachment "A -2") shall be added to the Agreement.

Attachment A – 2: Product Pricing

Product Description	**Quantity**	**Price (Each)**	**Extended Price**
DS2200			
Base Machine	1	$28,995.00	$ 0.00
Reference ID	1	1,020.00	0.00
Shipping Cost	1	315.00	315.00
Trade-in of DS1225, s/n DS05078	1	0.00	0.00

Total Purchase Price For One DS2200, Pretax: **$315.00**

Additionally Pricing Information

1. The purchase price for one (1) DS2200 includes the programming of three (3) jobs. OPEX can program additional jobs for the DS2200 at a cost of $200.00, per job, per machine.
2. There are applicable annual license fees for the DS2200. Based on the above configuration, the DS2200 has the following annual license fees: Certain Scan. OPEX's DS2200 annual service fee, per machine includes the base machine license fee. Any additional license fees are normally itemized on the annual maintenance invoice. If the County chooses not to purchase a DS2200 annual on-call maintenance plan, then the license fees are billed separately.
3. OPEX shall perform the following services at no additional cost: removal of the workstation (table) from the County's existing DS1225, s/n DS05078 and install the worktable (table) onto the DS2200 as described in this Amendment No. 2. Additionally, immediately upon the delivery of the DS2200, OPEX shall deinstall, disassemble and remove the DS1225 from the County's facility.
4. Following the completion of the installation and training of the DS2200, the County has the option to use the following software features for a trial period of thirty (30) calendar days, at no additional cost to the County: VRS Technology and the 1-D Barcode. At the conclusion of the thirty (30) calendar day trial period and if the County would like to purchase the VRS Technology and/or 1-D Barcode software features, then the purchase price for these software features shall be based on OPEX's then current purchase and license rates.

For all Products, freight is not included; F.O.B. Destination. All applicable taxes are additional. The prices listed on this Amendment No. 2 are valid if this Amendment No. 2 is signed and returned to OPEX on or before **August 1, 2012**. Delivery of the Product listed above will be determined upon receipt of order.

G.) Attachment B - 2 (Attachment "B -2")

This Attachment B-2 is intentionally omitted from Amendment No. 2.

H.) The following Attachment D - 2 (Attachment "D -2") shall be added to the Agreement.

Attachment D -2 – Product Specifications

1.0 TECHNICAL SPECIFICATIONS

1.1 SCOPE OF WORK

1.1.1 Deliver, and install the Product, consisting of one (1) Opex® DS2200™ scanning system, as specified under Attachment A-2.

1.1.2 Perform operator training, as specified (see below, Section 3.0 Training).

1.1.3 Program initial three scanning job workflows in conjunction with County operator(s).

1.1.4 Maintain and service the scanning system, as specified (see below, Section 4.0 On-Call Service).

1.2 EQUIPMENT FUNCTIONALITY – System must:

1.2.1 Accept various sizes and thicknesses of paper dropped by the operator into a auto feed, continuous drop fee or packet feed conveyer (to include paper sizes from width (2.0" – 12.25"), length (3.5" – 18.25") and up to 1/16" thick.

1.2.2 Scan envelopes with one, or two sides opened (within the paper range as specified under Section 1.2.1 above). Envelope construction must not be compromised.

1.2.3 Include CertainScan Capture Application which provide:

- OPEX Standard Barcode Package (standard edition);
- OPEX OCR Font Set (standard edition);
- Electronic Audit Trail Functionality;
- Mark Detect Software; and
- audit trail records

1.2.4 Scan from 100 to 300 dpi at speed of 110ppm /220 ipm. (Throughout speeds based upon the specific application processing requirements and job set-up.)

1.2.5 Sort scanned paper output into two (2) output bins.

1.2.6 Include AntiJam technology which provides ultrasonic multi-feed detection that will alert the operator if a double feed, overlap and/or jams are detected.

1.2.7 Include OpAssist Input Sensor which allows for the efficient processing of envelopes by temporarily disengaging multi-feed detection without disrupting normal operation.

2.0 TESTING

This Section 2 of Attachment D-2 is not applicable to this Amendment No. 2.

3.0 TRAINING

3.1 OPERATOR -

3.1.1. Functional

The training shall commence for a maximum period of three (3) business days following installation of the DS2200. The County shall determine the number of individuals that need to attend the training session and shall provide sample mail to use for training purposes.

3.1.2. Safety

The training shall commence for a maximum period of three (3) business days following installation of the DS2200. The County shall determine the number of individuals that need to attend the training session and shall provide sample mail to use for training purposes.

3.2 ROUTINE CLEANING / MINOR ADJUSTMENTS -- Training of operators in order to assure continued performance of the system and to comply with warranty and maintenance program requirements.

3.3 "TRIAGE" REPAIRS – Training for minor fix/repair actions, in compliance with Vendor's Published Specifications and in accordance to the training manual.

4.0 **ON-CALL SERVICE** – In accordance with separately executed OPEX Master Maintenance Agreement.

The Agreement will be deemed to be amended to the extent herein provided, and except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. This Amendment No. 2 supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment No. 2. Both parties agree that this Amendment No. 2 will constitute an integral, nonseverable part of the Agreement, and be governed by its provisions, except that if the Agreement and this Amendment No. 2 have specific provisions that are inconsistent, the specific provisions in this Amendment No. 2 will govern. In the event there are any conflicts between the Agreement, and Amendment No.2, the terms and conditions of the documents shall control according to the following hierarchy: (i) Amendment No. 2; and (ii) the Agreement.

The terms and conditions of the Agreement, except as duly modified by this Amendment No. 2, shall remain in full force and effect.

OPEX Corporation ("OPEX") **Travis County ("County")**

By:_____ By:_____

Title:_____ Title:_____

Date:_____ Date:_____

Amendment No. 4 to the Site Services Agreement entered into between OPEX Corporation ("Vendor) and Travis County ("Customer")

This Amendment No. 4 to the Maintenance Agreement entered into by and between OPEX Corporation ("Vendor") and Travis County ("Customer") shall become effective upon the execution of this document by authorized representatives of both parties.

Statement of Purpose

The parties initially entered into a Master Maintenance Agreement ("Agreement"), with an execution date of September 22, 2009. The parties now wish to amend the Agreement and Amendment No. 2 to reflect the addition of another machine to the Agreement and for Vendor to provide Maintenance Service as set forth in the Agreement.

Amended Agreement

NOW, THEREFORE, in consideration of the foregoing Statement of Purpose, the mutual agreements set forth in the Agreement and herein, and other good and valuable consideration, the parties agree to amend the Agreement as set forth below. All other terms and conditions shall remain in full force and effect.

A.) Paragraph 3 shall be amended by deleting the service chart and replacing it with the following:

Machine Type	AS3690	DS2200
Demand	Unltd	Unltd
Preventive Maintenance	6 (per 12-month period)	4 (per 12-month period)

B.) All references to the Model 51 are hereby deleted from the Agreement including the Exhibits A and B.

C.) Exhibit A shall be amended to add the following machine information:

3) (c) Machine Description: DS2200
Serial Number(s): To Be Determined

D.) Exhibit B shall be amended to add the following pricing information:

Product Description	QTY	Price Each	Extended Price (pre-tax)
DS2200 (Billing Period - Upon Delivery and continue for 12 months)			
DS2200 Base Machine*	1	$5,300.00	$5,300.00

*Includes the base machine license fee and the current 2012 rate is $1,275.00, per unit. Upon removal of the DS1225, s/n DS05078 from Customer's Site, OPEX shall apply the maintenance credit from the prepaid maintenance fees for the DS1225p to the maintenance fees for the DS2200 as stated in this Amendment No. 4. The maintenance credit for the DS1225 shall be calculated from the date of removal from Customer's Site through the end of the current maintenance billing period.

By signing below, the Parties agree to be bound by the modified terms of this Amendment No. 4 to Agreement that was executed on September 22, 2009, with all other terms and conditions remaining in full force and effect.

OPEX Corporation ("Vendor")	Travis County ("Customer")
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

MODIFICATION OF CONTRACT NUMBER: 4400000273 (CM100016GM) OPEX Equipment (Records Management and Communications Resources)

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST, STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **July 30, 2012**
ISSUED TO: **OPEX Corporation** **305 Commerce Drive** **Moorestown NJ 08057**	MODIFICATION NO.: **0002**	EXECUTED DATE OF ORIGINAL CONTRACT: September 22, 2009

ORIGINAL CONTRACT TERM DATES: **September 22, 2009 – December 31, 2010** CURRENT CONTRACT TERM DATES: **September 22, 2009 to December 31, 2012**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ 68,838.00 Current Modified Amount $ 113,028.00.

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

Amend the Purchase Agreement to add a DS2200 Drop Feed Scanner and Reference ID software at no charge with trade-in of existing DS1225 Drop Feed Scanner and Reference ID software, plus the cost for freight at $315.00.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

MODIFICATION OF CONTRACT NUMBER: 4400000273 (CM100016GM) OPEX Equipment (Records Management and Communications Resources)

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST, STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **July 30, 2012**
ISSUED TO: **OPEX Corporation** **305 Commerce Drive** **Moorestown NJ 08057**	MODIFICATION NO.: **0004**	EXECUTED DATE OF ORIGINAL CONTRACT: September 22, 2009

ORIGINAL CONTRACT TERM DATES: **September 22, 2009 – December 31, 2010** CURRENT CONTRACT TERM DATES: **September 22, 2009 to December 31, 2012**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ 68,838.00 Current Modified Amount $ 113,028.00.

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

Amend the Maintenance Agreement to add a DS2200 Drop Feed Scanner at $5,300.00 per 12-month period with trade-in of existing DS1225 Drop Feed Scanner.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Item 8

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By/Phone Number: Mike Long, 854-4850; Marvin Brice, 854-9765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on request to authorize the Purchasing Agent to issue Modification No. 4 to Parking Management Services of America for parking management services during the Formula One weekend.

As a result of a competitive proposal issued April 22, 2011, (seven proposals were received), the Court approved a contract, PS110160ML, with Parking Systems of America on May 31, 2011 for parking management services at the parking lot at 3rd and Guadalupe.

Mid-summer, a request was made to allow County parking garages to be used during Formula One weekend. On June 19, 2012, as one of four options, the Purchasing Office made a recommendation to the Commissioners Court to modify the current contract to include parking management services for additional Travis County parking lots during the Formula One weekend. The Court requested information on what fee would be charges during this time period and whether it was comparable to the fees charged by the City of Austin and the State for use of their parking lots during Formula One.

Based on the Courts direction, a modification was prepared, and approval will allow the contractor to manage the following County owned parking lots:

a. Open surface parking lots located behind 10th Street between Lavaca and Guadalupe Streets (92 spaces).

b. Open surface parking lot located at 1010 Lavaca block (134 spaces).

c. Parking garage located at 10th Street and San Antonio Street (380 spaces).

d. Stokes parking garage located at 12th Street and Guadalupe Street (387 spaces).

e. Open surface parking lot located at 100 North IH-35 (138 spaces)

The term of this modification would be (i)Thursday November 15th from 5:00 pm until 1:00 am on Friday, November 16th, (ii) all day on Saturday and Sunday, November 17th-18th, and (iii) midnight on Sunday, November 18th, until 6 am on Monday, November 19th.

In consideration of this Modification, the Operator will pay the County a sum equal to 75% of gross revenues, and will make such payment no later than the 5th of December 2012 for fees collected in the previous month. The Operator will not charge more than $10.00 per space during the term of this amendment. This cost is comparable with the City of Austin and the State of Texas. Additionally, Travis County employees will be allowed free access to park at any of the parking lots provided they present their County Identification card.

REQUESTED ACTION:

Approve:_____ Disapprove:_____

_____ _____

Samuel T. Biscoe
Travis County Judge Date

EXHIBIT A TO AMENDMENT NO. 4
SCOPE OF SERVICES FOR AMENDMENT NO. 4
TO PARKING MANAGEMENT AGREEMENT

The following is the Scope of Services for Amendment No. 4 (this "Amendment") to the Parking Management Agreement between Parking Systems of America, LP and Travis County dated June 2, 2011 (the "Agreement"). All capitalized terms used but not defined herein have the meaning ascribed to such terms in the Agreement.

1.0 THE PROJECT – Scope of Services for Amendment No. 4 – Contract No. 45000000000 (PS110160ML)

1.1 The Operator will perform parking operation and management services at the County-owned parking garages and parking lots identified below during those hours these parking assets are not required for County use. The services will be required during the timeframe of the Circuit of the Americas/Formula One event.

1.2 The term of this Amendment will be from Thursday, November 15, 2012 through Friday, November 16, 2012 and from Friday, November 16, 2012 through Monday, November 19, 2012.

2.0 SCOPE OF SERVICES

2.1 Operator's services will include all tasks and deliverables required to provide effective operation and management of the following parking assets:

A. Open surface parking lots located north of 10th Street between Lavaca and Guadalupe Streets (92 spaces).
B. Open surface parking lot located at 1010 Lavaca block (134 spaces).
C. Parking garage located at 10th Street and San Antonio Street (380 spaces).
D. Stokes parking garage located at12th Street and Guadalupe Street (387 spaces).
E. Open surface parking lot located at 100 North IH-35 (138 spaces).

2.2 Operator will provide all necessary appurtenances, equipment and staffing to operate the parking assets as paid public parking during the following hours:

(i) 5:00 PM on November 15, 2012 until 1:00 AM on November 16th;;
(ii) all day on Saturday and Sunday, November 17-18, 2012; and
(iii) midnight on Sunday, November 18, 2012 until 6 AM on Monday, November 19, 2012.

Operator will maintain the parking assets identified above throughout the term of this Amendment. Maintenance will include trash pickup and disposal and all other services described in Section 5.0 of the Agreement.

2.3 In consideration of this Amendment No. 4, Operator will pay the County a sum equal to 75% of gross revenues (as such term is defined in Section 7.0 of the Agreement), and will make such payment no later than the 5th of December 2012 for fees collected in the previous month. Payments will be mailed/delivered to the Facilities Management Department by check made payable to Travis County.

2.4 Operator will charge not more than Ten and No/100 dollars ($10.00) per space during the term of this Amendment. TRAVIS COUNTY EMPLOYEES WHO PRESENT TRAVIS COUNTY IDENTIFICATION WILL NOT BE CHARGED FOR PARKING IN ANY COUNTY-OWNED PARKING FACILITY.

2.5 The Travis County Facilities Management Department (FMD) Director is the County point of contact for this Amendment.

2.6 Operator will maintain all insurance coverages specified in the Agreement during the term of this Amendment.

END OF EXHIBIT

Item 9

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for McKinney Falls Parkway Pedestrian Way Project, IFB No. B120136-JW, to the low bidder, BPI Environmental Services, Inc.

- **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.
- The McKinney Falls Parkway Pedestrian Way project consists of approximately 6,000 linear feet of trail, including concrete paving, grading, concrete block retaining walls, signing and striping. The pedestrian way will begin at the entrance of the McKinney Falls Park and terminate at William Cannon Dr. Part of the construction costs of this project are funded through an Advace Funding Agreement with the Texas Department of Transportation (TxDoT).
- Subject IFB opened on May 23, 2012, with six (6) bids received in response to the solicitation. The apparent low bidder is BPI Environmental Services, Inc. with a base bid of $566,207.74.
- TNR is recommending for contract award BPI Environmental Services, Inc. for the Base Bid amount of $566,207.74. Purchasing concurs with TNR's recommenation, and since this project is one that is a federally funded project, subsequent TxDoT concurrence is required, and has been received (see TxDoT's 7/13/12 memo).
- **Contract Expenditures:** Within the last N/A months $0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**
  Award Amount: $566,207.74
  Contract Type: Construction
  Contract Period: 210 calendar days after issuance of notice-to-proceed.

- **Contract Modification Information: N/A**
  Modification Amount:
  Modification Type:
  Modification Period:

- **Solicitation-Related Information:**
  Solicitations Sent: via FTP site Responses Received: 6
  HUB Information: Vendor is not a HUB % HUB Subcontractor: 9.71%

- **Special Contract Considerations:**

  ☐ Award has been protested; interested parties have been notified.
  ☐ Award is not to the lowest bidder; interested parties have been notified.
  ☐ Comments: N/A

- **Funding Information:**
  ☒ Shopping Cart/Funds Reservation in SAP: 300000167
  ☒ Fund Center(s): 1490190001; 1498000001
  ☐ Comments:

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

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

June 11, 2012

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Steven M. Manilla, P.E., County Executive

Subject: McKinney Falls Pedestrian Way Project, 2011 Bond, IFB# B120136-JW, Construction Contract Award

TNR Public Works Division has reviewed the bids submitted by six contractors that responded to the bid solicitation request, and recommends award of the contract to the apparent low bidder, BPI Environmental Services, Inc. for a total of $566,207.74.

The financial information pertaining to this project is as follows:

Funds Reservation: 3000000167

	Grant	Travis County
Amount	$452,966.20	$ 113,241.54
Fund	2075	0001
G/L	521050	521050
Fund Center	1490190001	1498000001
Internal Order	600009	
Grant Number	800151	

This is a federally funded project and TxDOT's concurrence with TNR's recommendation is required.

Attachment:
Bid tabulation form

CC: Marvin Brice, Purchasing
Jason Walker, Purchasing
Hannah York, Auditor's Office
Kapp Schwebke, Auditor's Office
Steve Sun, Mo Mortazavi, Donna Williams-Jones, Tawana Gardner

Texas Department of Transportation

July 13, 2012

The Honorable Samuel T. Biscoe
County Judge
Travis County
314 W. 11th Street
Austin, TX 78767

RE: TxDOT Concurrence with Award
CSJ 0914-04-267
McKinney Falls Pedestrian Parkway

Dear Judge Biscoe:

Please find attached a copy of TxDOT's Concurrence with Award for the bid opening on the above referenced project. The document authorizes Travis County to proceed with contract execution with BPI Environmental Services, Inc.

Mr. Tracy Cooper, District Construction Office, will be responsible for the oversight on this project and may be contacted at 832-7111. He will serve as the primary contact during the construction phase and will provide periodic inspection as required to meet Federal requirements. Please contact him for attendance at the pre-construction conference. Mr. John Wagner, TxDOT North Austin Area Engineer, will also be available.

Travis County billing statements requesting reimbursement should be submitted directly to this office with appropriate documentation which details the work completed. The attached Certification form must be submitted with each billing statement. I will handle the processing of the billing statements and will also be available to assist with answering any questions concerning the project.

The County should keep TxDOT updated of changes in the project status to allow for any necessary coordination. The County must submit any modifications made to the contract by Change Order to TxDOT for approval prior to execution. This requirement is necessary to ensure the modifications are in compliance with Federal regulations.

If you have any questions or need assistance, please contact me at 512-832-7392.

Sincerely,
Danette R. Palenske
Danette R. Palenske
Austin District Design

Attachments
cc: John Wagner, P.E.
Tracy Cooper

RECEIVED
JUL 10 2012
DED

Texas Department of Transportation

MEMORANDUM

TO: John A. Barton, P.E.
Deputy Executive Director

DATE: July 9, 2012

FROM: John F. Obr, P.E.
Construction Division Director

RECEIVED
JUL 12 2012
CONSTRUCTION DIVISION

SUBJECT: Award of Local Let Project
Control: 0914-04-267
Project: STP 2011(238) TE
Highway: McKinney Falls Pedestrian Way
Travis County

The above referenced project has been reviewed. Travis County and the Austin District recommend awarding the contract to BPI Environmental Services, Inc. The total amount of the bid was $566,207.74, which is 8.39 percent under the engineer's estimate of $618,090. Funds for this project will be allocated in accordance with the Federal Project Authority and Agreement. The County is responsible for any costs above the authorized federal amount.

There were no add/delete alternates in this project.

Attached are the State Letter of Authority (SLOA) for locally let projects and Form 1002 indicating clearances for the following:

- Right of way
- Encroachments
- Re-location assistance
- Utilities
- Environmental

We request your concurrence in the award of this project. If you have any questions, please call Brian Hohle at 512/416-2491.

I CONCUR

John A. Barton, P.E.
11 July 2012

CERTIFICATION

CSJ 0914-04-267
Travis County
McKinney Falls Pedestrian Parkway

The work performed has been verified in accordance with the project plans and found to be within the approved scope and accurate as shown.

_____
Travis County Representative

_____
Date

TxDOT CONCURRENCE: _____
TxDOT Area Office

_____
Date

McKinney Falls Parkway Pedestrian Way, B120136-JW

Bid Tabulation

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Central Road and Utility, Ltd. Unit Price	Central Road and Utility, Ltd. Amount	Muniz Concrete & Contracting, Inc. Unit Price	Muniz Concrete & Contracting, Inc. Amount
1	100 2002			PREPARING ROW	STA	60.5	$ 362.00	$ 21,901.00	$ 400.00	$ 24,200.00
2	104 2017			REMOVING CONC (DRIVEWAYS)	SY	95	$ 23.50	$ 2,232.50	$ 18.00	$ 1,710.00
3	104 2022			REMOVING CONC (CURB & GUTTER)	LF	40	$ 16.70	$ 668.00	$ 6.00	$ 240.00
4	110 2001			EXCAVATION (ROADWAY)	CY	3,320	$ 17.70	$ 58,764.00	$ 26.00	$ 86,320.00
5	132 2004			EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	975	$ 19.00	$ 18,525.00	$ 30.00	$ 29,250.00
6	152 2002			ROAD GRADER WORK (ORD COMP)	SY	8,335	$ 2.60	$ 21,671.00	$ 9.50	$ 79,182.50
7	160 2003			FURN AND PLACE TPSL (4")	SY	3,820	$ 4.40	$ 16,808.00	$ 6.00	$ 22,920.00
8	164 2027			CELL FBR MLCH SEED (PERM) (URBAN) (CLAY)	SY	3,820	$ 1.10	$ 4,202.00	$ 1.00	$ 3,820.00
9	169 2001			SOIL RETENTION BLANKETS (TY A)	SY	945	$ 1.60	$ 1,512.00	$ 3.00	$ 2,835.00
10	423 2006			RETAINING WALL (CONC BLOCK)	SF	1,300	$ 27.20	$ 35,360.00	$ 20.25	$ 26,325.00
11	423 2006 (MOD)	SP423		RETAINING WALL (CONC BLOCK)(MOD)	SF	2,100	$ 29.40	$ 61,740.00	$ 32.60	$ 68,460.00
12	450 2072			RAIL (HANDRAIL) (TY A)	LF	20	$ 108.70	$ 2,174.00	$ 90.00	$ 1,800.00
13	500 2001			MOBILIZATION	LS	1	$ 23,913.90	$ 23,913.90	$ 38,500.00	$ 38,500.00
14	502 2001			BARRICADES, SIGNS AND TRAF HANDLE	MO	7	$ 1,630.50	$ 11,413.50	$ 2,000.00	$ 14,000.00
15	529 2004			CONCRETE CURB & GUTTER (TY II)	LF	50	$ 33.70	$ 1,685.00	$ 30.00	$ 1,500.00
16	530 2010			DRIVEWAYS (CONC)	SY	129	$ 63.80	$ 8,230.20	$ 55.00	$ 7,095.00
17	531 2010			CURB RAMPS (TY 10)	EA	1	$ 1,358.70	$ 1,358.70	$ 1,000.00	$ 1,000.00
18	531 2004			CONCRETE SIDEWALK (5")	SY	7,642	$ 37.10	$ 283,518.20	$ 36.00	$ 275,112.00
19	550 2006			GATE (REMOVE)	EA	2	$ 543.50	$ 1,087.00	$ 200.00	$ 400.00
20	552 2012			GATE (SPECIAL)	EA	2	$ 2,717.50	$ 5,435.00	$ 1,800.00	$ 3,600.00
21	644 2056			RELOCATE SM RD SGN ASSM TY 10BWG	EA	6	$ 358.70	$ 2,152.20	$ 430.00	$ 2,580.00
22	666 2012			4" SOLID REF. PAVEMENT MARKER TY I (WHITE)	LF	2,300	$ 3.30	$ 7,590.00	$ 3.88	$ 8,924.00
23			COA 628S-D	FILTER CURB INLET PROTECTION (EXIST. INLET)	EA	30	$ 81.50	$ 2,445.00	$ 120.00	$ 3,600.00
24			COA 642S	SILT FENCE	LF	605	$ 3.30	$ 1,996.50	$ 2.00	$ 1,210.00
25			COA 834S	TRAFFIC SIGNAL PULL BOXES (ADJUSTMENTS)	EA	14	$ 542.90	$ 7,600.60	$ 300.00	$ 4,200.00
					Base Bid Total			**$603,983.30**		**$708,783.50**

McKinney Falls Parkway Pedestrian Way, B120136-JW

Bid Tabulation

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Myers Concrete Construction, Lp. Unit Price	Myers Concrete Construction, Lp. Amount	BPI Environmental Services, Inc. Unit Price	BPI Environmental Services, Inc. Amount
1	100 2002			PREPARING ROW	STA	60.5	$ 90.00	$ 5,445.00	$ 592.64	$ 35,854.72
2	104 2017			REMOVING CONC (DRIVEWAYS)	SY	95	$ 36.30	$ 3,448.50	$ 30.19	$ 2,868.05
3	104 2022			REMOVING CONC (CURB & GUTTER)	LF	40	$ 14.70	$ 588.00	$ 9.60	$ 384.00
4	110 2001			EXCAVATION (ROADWAY)	CY	3,320	$ 15.75	$ 52,290.00	$ 16.38	$ 54,381.60
5	132 2004			EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	975	$ 10.60	$ 10,335.00	$ 29.58	$ 28,840.50
6	152 2002			ROAD GRADER WORK (ORD COMP)	SY	8,335	$ 1.40	$ 11,669.00	$ 5.55	$ 46,259.25
7	160 2003			FURN AND PLACE TPSL (4")	SY	3,820	$ 5.90	$ 22,538.00	$ 1.50	$ 5,730.00
8	164 2027			CELL FBR MLCH SEED (PERM) (URBAN) (CLAY)	SY	3,820	$ 0.80	$ 3,056.00	$ 0.36	$ 1,375.20
9	169 2001			SOIL RETENTION BLANKETS (TY A)	SY	945	$ 2.30	$ 2,173.50	$ 1.05	$ 992.25
10	423 2006			RETAINING WALL (CONC BLOCK)	SF	1,300	$ 25.20	$ 32,760.00	$ 17.01	$ 22,113.00
11	423 2006 (MOD)	SP423		RETAINING WALL (CONC BLOCK)(MOD)	SF	2,100	$ 25.20	$ 52,920.00	$ 17.01	$ 35,721.00
12	450 2072			RAIL (HANDRAIL) (TY A)	LF	20	$ 105.50	$ 2,110.00	$ 82.73	$ 1,654.60
13	500 2001			MOBILIZATION	LS	1	$ 22,100.00	$ 22,100.00	$ 52,240.00	$ 52,240.00
14	502 2001			BARRICADES, SIGNS AND TRAF HANDLE	MO	7	$ 8,783.00	$ 61,481.00	$ 4,836.92	$ 33,858.44
15	529 2004			CONCRETE CURB & GUTTER (TY II)	LF	50	$ 121.15	$ 6,057.50	$ 15.92	$ 796.00
16	530 2010			DRIVEWAYS (CONC)	SY	129	$ 43.35	$ 5,592.15	$ 47.74	$ 6,158.46
17	531 2010			CURB RAMPS (TY 10)	EA	1	$ 657.55	$ 657.55	$ 1,192.75	$ 1,192.75
18	531 2004			CONCRETE SIDEWALK (5")	SY	7,642	$ 40.50	$ 309,501.00	$ 28.18	$ 215,351.56
19	550 2006			GATE (REMOVE)	EA	2	$ 326.60	$ 653.20	$ 82.00	$ 164.00
20	552 2012			GATE (SPECIAL)	EA	2	$ 1,292.00	$ 2,584.00	$ 350.98	$ 701.96
21	644 2056			RELOCATE SM RD SGN ASSM TY 10BWG	EA	6	$ 527.00	$ 3,162.00	$ 363.00	$ 2,178.00
22	666 2012			4" SOLID REF. PAVEMENT MARKER TY I (WHITE)	LF	2,300	$ 480.00	$ 1,104,000.00	$ 3.28	$ 7,544.00
23			COA 628S-D	FILTER CURB INLET PROTECTION (EXIST. INLET)	EA	30	$ 104.00	$ 3,120.00	$ 49.74	$ 1,492.20
24			COA 642S	SILT FENCE	LF	605	$ 3.00	$ 1,815.00	$ 4.44	$ 2,686.20
25			COA 834S	TRAFFIC SIGNAL PULL BOXES (ADJUSTMENTS)	EA	14	$ 1,574.00	$ 22,036.00	$ 405.00	$ 5,670.00
					Base Bid Total			**$1,742,092.40**		**$566,207.74**

McKinney Falls Parkway Pedestrian Way, B120136-JW

Bid Tabulation

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	STR Constructors, Ltd. Unit Price	STR Constructors, Ltd. Amount	The Barr Company, AIA Unit Price	The Barr Company, AIA Amount
1	100 2002			PREPARING ROW	STA	60.5	$ 95.98	$ 5,806.79	$ 338.25	$ 20,464.13
2	104 2017			REMOVING CONC (DRIVEWAYS)	SY	95	$ 15.28	$ 1,451.60	$ 24.35	$ 2,313.25
3	104 2022			REMOVING CONC (CURB & GUTTER)	LF	40	$ 36.29	$ 1,451.60	$ 11.37	$ 454.80
4	110 2001			EXCAVATION (ROADWAY)	CY	3,320	$ 12.91	$ 42,861.20	$ 13.53	$ 44,919.60
5	132 2004			EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	975	$ 25.56	$ 24,921.00	$ 33.83	$ 32,984.25
6	152 2002			ROAD GRADER WORK (ORD COMP)	SY	8,335	$ 11.85	$ 98,769.75	$ 9.47	$ 78,932.45
7	160 2003			FURN AND PLACE TPSL (4")	SY	3,820	$ 1.52	$ 5,806.40	$ 6.77	$ 25,861.40
8	164 2027			CELL FBR MLCH SEED (PERM) (URBAN) (CLAY)	SY	3,820	$ 0.24	$ 916.80	$ 0.41	$ 1,566.20
9	169 2001			SOIL RETENTION BLANKETS (TY A)	SY	945	$ 1.22	$ 1,152.90	$ 1.49	$ 1,408.05
10	423 2006			RETAINING WALL (CONC BLOCK)	SF	1,300	$ 17.50	$ 22,750.00	$ 21.31	$ 27,703.00
11	423 2006 (MOD)	SP423		RETAINING WALL (CONC BLOCK)(MOD)	SF	2,100	$ 17.50	$ 36,750.00	$ 21.31	$ 44,751.00
12	450 2072			RAIL (HANDRAIL) (TY A)	LF	20	$ 73.35	$ 1,467.00	$ 118.86	$ 2,377.20
13	500 2001			MOBILIZATION	LS	1	$ 144,782.00	$ 144,782.00	$ 6,765.00	$ 6,765.00
14	502 2001			BARRICADES, SIGNS AND TRAF HANDLE	MO	7	$ 1,520.02	$ 10,640.14	$ 6,765.00	$ 47,355.00
15	529 2004			CONCRETE CURB & GUTTER (TY II)	LF	50	$ 22.23	$ 1,111.50	$ 12.26	$ 613.00
16	530 2010			DRIVEWAYS (CONC)	SY	129	$ 33.34	$ 4,300.86	$ 43.77	$ 5,646.33
17	531 2010			CURB RAMPS (TY 10)	EA	1	$ 611.22	$ 611.22	$ 1,014.75	$ 1,014.75
18	531 2004			CONCRETE SIDEWALK (5")	SY	7,642	$ 34.64	$ 264,718.88	$ 36.06	$ 275,570.52
19	550 2006			GATE (REMOVE)	EA	2	$ 705.68	$ 1,411.36	$ 507.38	$ 1,014.76
20	552 2012			GATE (SPECIAL)	EA	2	$ 2,778.25	$ 5,556.50	$ 2,367.75	$ 4,735.50
21	644 2056			RELOCATE SM RD SGN ASSM TY 10BWG	EA	6	$ 361.17	$ 2,167.02	$ 324.72	$ 1,948.32
22	666 2012			4" SOLID REF. PAVEMENT MARKER TY I (WHITE)	LF	2,300	$ 2.61	$ 6,003.00	$ 5.41	$ 12,443.00
23			COA 628S-D	FILTER CURB INLET PROTECTION (EXIST. INLET)	EA	30	$ 72.23	$ 2,166.90	$ 40.59	$ 1,217.70
24			COA 642S	SILT FENCE	LF	605	$ 2.06	$ 1,246.30	$ 1.89	$ 1,143.45
25			COA 834S	TRAFFIC SIGNAL PULL BOXES (ADJUSTMENTS)	EA	14	$ 1,094.63	$ 15,324.82	$ 1,332.71	$ 18,657.94
					Base Bid Total			**$704,145.54**		**$661,860.60**

DRAFT

12K00136JW

STATE OF TEXAS §

COUNTY OF TRAVIS §

CONTRACT FOR CONSTRUCTION PROJECT of McKinney Falls Parkway Pedestrian Way BETWEEN TRAVIS COUNTY AND BPI ENVIRONMENTAL SERVICES, INC.

This Agreement is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and BPI Environmental Services, Inc., (hereinafter referred to as the "Contractor") and shall be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of **McKinney Falls Parkway Pedestrian Way** in Travis County, Texas, in accordance with the provisions of state and federal regulations and conforming to the Contractor's Notice of Construction, Bid Proposal, Specifications and Plans marked **McKinney Falls Parkway Pedestrian Way** (IFB NO. B120136-JW), all of which are hereby incorporated by reference as if fully copied and set forth herein at length;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the above mentioned documents, Specifications and the Plans marked (IFB NO. B120136-JW).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of, **McKinney Falls Parkway Pedestrian Way** in Travis County, Texas, in accordance with the provisions of the aforementioned Contractors' Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B120136-JW), and the terms, conditions, and provisions of this Contract, to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

1. Entire Agreement. This contract document, the Contractor's Notice of Construction, the Bid Proposal, and the Specifications and Plans marked (IFB NO. B120136-JW) including all Exhibits and 13 Attachments thereto represent the entire and integrated Contract between the County and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written.

2. Completion of Project. The said Contractor further agrees to be available for work within fourteen (14) calendar, and to complete the work within 210 calendar days, after receiving a written "Notice to Proceed", approved by the County Executive, the County Purchasing Agent, and the FHWA Division Administrator. The Contractor warrants that the completed project shall be adequate for the purposes intended.

3. Consideration. Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor in accordance with this Contract, hereby agrees and binds itself to pay to said Contractor the total contract amount of **$566,207.74,** consisting of **$404,376.81** for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and **$161,830.93** for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from the receipt of an acceptable invoice.

4. Choice of Law/Venue. This contract shall be construed according to the laws of the State of Texas and the United States of America. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas.

5. Delinquent Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes within Travis County at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

6. Amendment. This Contract may be amended only by written instrument signed by both the County and the Contractor and subject to the approval of the FHWA Division Administrator. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

7. Notice.

7.1 Manner. Any notice to be given under this Contract shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

Cyd Grimes, C.P.M., CPPO (or successor)
Travis County Purchasing Agent

Hand Delivery:

700 Lavaca St., Ste. 800
Austin, Texas 78701

Registered or Certified Mail (Return receipt requested):

P. O. Box 1748
Austin, Texas 78767

RECEIVED
TRAVIS COUNTY
2012 AUG -1 AM 11:33
PURCHASING OFFICE

Copy To:

Steve Manilla, County Executive (or successor)
Travis County Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

CONTRACTOR:
Name of Company: BPI Environmental Services, Inc.
Address: P.O. Box 341839, Lakeway, TX 78734
Contact: Shane Bauerle, 512-288-5522
Title: Vice President

7.2 Effect. Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Subsection 7.1 hereof. Notice by registered or certified mail shall be deemed effective 3 days after deposit in a U.S. mailbox or U.S. Post Office.

7.3 Change of Address. Either party hereto may change its address by giving notice as provided herein.

8. Forfeiture of Contract.

8.1 Forfeiture. Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to the Contract if:

8.1.1. Contractor was doing business at the time of submitting its bid or had done business during the 365-day period immediately prior to the date on which its bid was due with one or more Key Contracting Persons listed in Exhibit A to the Ethics Affidavit which is attached to IFB No. B120136-JW and incorporated by reference therein as Exhibit A (both contained in Attachment 4 thereto); or

8.1.2 Contractor does business with a Key Contracting Person after the date on which the bid that resulted in this Contract is submitted and prior to full performance of this Contract.

8.2 Definition. "Is Doing Business" or "Has Done Business" mean:

8.2.1 paying or receiving in any calendar year any money or other valuable thing which is worth more than Two Hundred Fifty Dollars ($250.00) in the aggregate in exchange for personal services or purchase of any property interest, either real or personal, either legal or equitable, or

8.2.2 loaning or receiving a loan of money, services or goods or otherwise creating or having in existence any legal obligation or debt with

a value of more than Two Hundred Fifty Dollars ($250.00) in the aggregate in a calendar year;

8.2.3 but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published or marked price available to the general public.

8.3 Waiver. The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

9. Contract Construction.

9.1 Gender and Number. Words of any gender in this Contract shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this Contract clearly requires otherwise.

9.2 Headings and Titles. Headings and titles at the beginning of this Contract, including all Exhibits and Attachments hereto, have been included only to make it easier to locate the subject matter covered by that part, section or subsection and shall not be used in construing this Contract.

9.3 Computation of Time. Whenever any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Travis County has declared a holiday for its employees, these days may be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time or in Central Daylight Savings Time, as applicable. Contractor may obtain a copy of Travis County's holiday schedule from the Purchasing Agent.

9.4 Interpretation. Provisions, words, phrases, and Texas statutes and regulations, whether incorporated by actual use or reference into this Contract, including all Exhibits and Attachments hereto, shall be construed in accordance with Chapters 311 and 312 of the Texas Government Code. Provisions, words, phrases, and federal statutes and regulations, whether incorporated by actual use or reference, shall be applied to this Contract, including all Exhibits and Attachments hereto, in accordance with applicable federal regulations and guidelines.

10. Severability. The provisions of this Contract are severable. If any clause, sentence, provision, paragraph, or article of this Contract, including the Exhibits and Attachments hereto, or the application of this Contract, including the Exhibits and Attachments hereto, to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this Contract, including the Exhibits and Attachments hereto, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence,

provision, paragraph, or article to other persons or circumstances shall not be affected.

11. Sovereign Immunity. The parties expressly agree that no provision of this Contract, including the Exhibits and Attachments hereto, is in any way intended to constitute a waiver by Travis County of any immunities from suit or liability that County may have by operation of law and, Travis County hereby retains all of its affirmative defenses.

12. Compliance with Applicable Law. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances related in any way to this Contract. Contractor shall notify the County in writing of any failure to comply with such laws, regulations, or ordinances, where such failure affects in any way Contractor's ability to provide service(s) under this Contract. This Paragraph shall be construed in conjunction with Paragraph 7.1 (entitled "Laws to be Observed") of IFB No. B120136-JW.

13. Name and Ownership. Contractor remains responsible for the performance of this Contract, including all Exhibits and Attachments hereto, when there is a change of name or change of ownership, other than an outright sale of Contractor's business such that Contractor, including its officers and executives, is no longer involved in the business's operations. If a change of name or ownership occurs, Contractor shall immediately notify the County Purchasing Agent. No change in the obligations of or to Contractor will be recognized unless or until it is approved by the Travis County Commissioners Court with the concurrence of the FHWA Division Administrator.

14. Payments.

14.1 Each payment made hereunder must be allowable under Title 48 Code of Federal Regulations Part 31 and must be consistent with this Contract including the Exhibits and Attachments hereto. Payment shall be made by check or warrant upon satisfactory delivery and acceptance of items and submission of a Correct and Complete invoice to the address below for orders placed by the Purchasing Agent, or to the address indicated on Purchase Orders placed by other authorized County offices and/or departments. Invoices shall be submitted to.

Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

14.2 In addition to the information required under Subsection 9.4 of IFB No. B120136-JW, a "Correct and Complete" invoice shall include at least the following:

14.2.1 Name, address, and telephone number of the Contractor and similar information in the event payment is to be made to a different address;
14.2.2 County Contract, Purchase Order, or Delivery Order number,
14.2.3 identification of items or services as outlined in this Contract;
14.2.4 quantity or quantities, applicable unit prices, total prices, and total amount; and

14.2.5 any additional payment information which may be called for by this Contract.

The Contractor shall also submit a statement with each invoice showing the percentage completion of the work accomplished during the preceding thirty (30) day period and the percentage completion to date, as well as any additional written information requested by the County to document the progress of the work.

14.3 Payments made under this Contract are subject to the cost principles set forth in 48 C. F. R. Part 31. In addition, this Contract is subject to the Prompt Payment Act, Chapter 2251, Texas Government Code. In the event of a clear conflict between 48 C.F.R. Part 31 and the Prompt Payment Act, applicable provisions of 48 C.F.R. Part 31 shall control.

14.4 Contractor must pay its subcontractors for satisfactory performance of their contracts, no later than ten (10) days from the Contractor's receipt of payments from County hereunder. The Contractor shall promptly make full payment of any and all retainage to subcontractors within 30 days after subcontractor's work is satisfactorily completed. Contractor must complete and submit the Prompt Payment Certification (Federal-Aid Projects) form set forth in Form 2177 as prescribed therein.

14.5 Contractor shall complete and submit other forms and reports, as required, including the forms and reports set forth in Attachment 8 and other forms and reports required by FHWA or TxDOT.

14.6 Contractor shall comply with the Cost Principles described in OMB Circular A-87, Revised.

14.7 All payments under this Section 14 are subject to Paragraphs 5.15 (entitled "Final Payment") and 9.6 (entitled "Acceptance and Final Payment") of IFB No. B120136-JW

15. Successors and Assigns. Upon County's execution of this Contract, including all Exhibits and Attachments hereto, the provisions of this Contract shall be binding upon and inure to the benefit of Travis County and Contractor and their respective successors, executors, administrators, and permitted assigns.

Additional Contract Provisions

In addition to the Contract provisions set forth above and the Contract provisions set forth in IFB No. B120136-JW, the following Contract provisions apply.

A. Incorporation of Provisions of Form FHWA-1273.

FORM FHWA-1273 SETS FORTH REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS. ALL OF THE PROVISIONS OF FORM FHWA-1273, INCLUDING ALL THE EXHIBITS AND ATTACHMENTS THERETO, ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND ATTACHED HERETO AS **ATTACHMENT 13.** ALL REFERENCES IN FORM FHWA-1273 TO THE SHA, SHA "CONTRACTING OFFICER" OR STATE ARE REFERENCES TO THE COUNTY, FOR PURPOSES OF THIS IFB AND ANY RESULTING CONTRACT. THE PROVISIONS OF FORM FHWA-1273 CONSTITUTE PERFORMANCES BY THE CONTRACTOR IN ACCORDANCE WITH THIS CONTRACT

Required Contract Provisions Federal-Aid Construction Contracts

I. General

II. Nondiscrimination

III. Nonsegregated Facilities

IV. Payment of Predetermined Minimum Wage

V. Statements and Payrolls

VI. Record of Materials, Supplies, and Labor

VII. Subletting or Assigning the Contract

VIII. Safety: Accident Prevention

IX. False Statements Concerning Highway Projects

X. Implementation of Clean Air Act and Federal Water Pollution Control Act

XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion

XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   a. Section I, paragraph 2;
   b. Section IV, paragraphs 1, 2, 3, 4, and 7;
   c. Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules,

regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

a. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

a. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

b. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either

directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their

employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

1. The number of minority and non-minority group members and women employed in each work classification on the project;
2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this

contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs,

which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

2. the additional classification is utilized in the area by the construction industry;

3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification

action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL,

Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer,

mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section

1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy

the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

   a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

   b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

   c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

   a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on

the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;

c. 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 paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job

order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

B. Maintenance of and Right of Access to Records

1. The Contractor shall maintain all books, documents, papers, accounting records, other records and other evidence pertaining to goods, materials, supplies, and services provided under this Contract, including the Exhibits and Attachments hereto, and all costs and expenses for such goods, materials, supplies, and services provided hereunder. With respect to accounting records, the Contractor shall maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results. This Paragraph is subject to and should be construed in accordance with Section V of Form FHWA-1273.

2. The records described in Paragraph 1 above shall be maintained during this Contract period and for four (4) years from the date of completion of work defined under this Contract, including the Exhibits and Attachments hereto, or until any impending litigation has been completely and fully resolved, or until all pending matters relating to this Contract, including the Exhibits and Attachments hereto, are closed, whichever occurs last.

3. At no expense, the County, TxDOT, the FHWA, [may substitute U.S.DOT] the Comptroller General of the United States, the U.S. Office of the Inspector General, and other federal agencies or any of their duly authorized representatives shall have access to the records described in Paragraph 1 above for purposes of making audits, examinations, excerpts and transcriptions.

C. Disadvantaged Business Enterprise (DBE) Program Requirements

1. In accordance with applicable provisions of the Memorandum of Understanding between Travis County and the Texas Department of Transportation ("MOU"), the Contractor agrees to comply with the requirements set forth in Attachment 8 to IFB No. B120136-JW, including all documents attached thereto, covering TxDOT's DBE Program requirements adopted by Travis County.

2. The Contractor shall submit progress assessment reports (Form SMS.4903, Attachment 8), to report actual payments made to Disadvantaged Business Enterprises. One copy shall be submitted with each billing statement to the Transportation and Natural Resources Department, with one copy to the County's DBE Liaison officer at the Travis County Purchasing office, 700 Lavaca Street, Suite 800, Austin, Texas 78701.

3. Prior to contract closeout, the Contractor shall submit a final report, (Form SMS.4904, Attachment 8), to the County's DBE Liaison officer at the Travis County Purchasing office, 700 Lavaca Street, Suite 800, Austin, Texas 78701.

4. The Contractor's subcontracting program must comply with the requirements of Attachment 8 to IFB No. B120136-JW, (DBE requirements).

5. The Contractor must not terminate for convenience a listed DBE subcontractor or an approved substitute firm and subsequently perform the work of the terminated subcontractor with Contractor's own personnel or those of an affiliate, without prior written consent of County or FHWA [may substitute U.S.DOT] as appropriate.

6. All subcontracts for goods, materials, supplies, and services related to the construction contract shall include the provisions of this Section and any other provisions required by law.

7. Contractor shall monitor DBE subcontractors to ensure that contracted work is performed, and County shall monitor Contractor to ensure Contractor's compliance with the DBE program requirements set forth in this Section and Attachment 8 to IFB No. B120136-JW.

D. <u>Subcontracting</u>

1. Before subcontracting the work or any of its other responsibilities under this Contract, the Contractor shall obtain the written consent of the Travis County Commissioners Court. Before authorizing a subcontract, the County shall ensure that each subcontract is evidenced in writing and that it contains all pertinent provisions required hereunder to be included in all subcontracts; and, in connection herewith, in its discretion and with the concurrence of the FHWA Division Administrator, the County may require that Contractor certify that each subcontract will be in the form of a written agreement containing all such required provisions.

2. To ensure that all work under this Contract, including the Exhibits and Attachments hereto, and all related subcontract work is performed in accordance with the Contract requirements, Contractor shall furnish: (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the

work in accordance with the Contract requirements, and is in charge of all construction operations regardless of who performs the work; and (b) such other of its own organizational resources (supervision, management, and engineering services) as the County determines are necessary to assure the performance of this Contract.

EXECUTED THIS 1st DAY OF Aug, YEAR 2012.

TRAVIS COUNTY, TEXAS

BPI Environmental Services
CONTRACTOR NAME

DRAFT

BY: _____
TRAVIS COUNTY JUDGE

BY: VP

APPROVED AS TO FORM:

_____
TRAVIS COUNTY ATTORNEY

APPROVED:

_____
COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

_____
COUNTY AUDITOR, TRAVIS COUNTY

Item 10

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Lee Perry/49724; Marvin Brice, CPPB, Assistant Purchasing Agent
Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 12 to Contract No. 4400000074 (HTE 10K00250LP), STR Constructors, for Milton Reimers Ranch Park.

- **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.
- The Milton Reimers Ranch Park construction project, a 2,421 acre rural park includes; deceleration lane off of main road, existing park road improvements, development of parking lots, maintenance facility building, restrooms/shower facilities, shade structures, utility improvements, hike/bike and multi-use trails, sidewalks, fencing, park signage, gates and everything related to the infrastructure of the park.
- This Change Order number twelve (12) is for additional erosion control items, adding flagstone walkways, autodialer per LCRA regulations and adjusting the quantities on other miscellaneous items. This change order is in the amount of $74,604.00, and increases the contract amount from $5,456,924.58 to 5,531,528.58.
- Change Order number eleven (11) for the above contract was for additional erosion control items, adding sidewalks, drinking fountain, spoils haul-off and site restoration. It also included adjusting the quantities on other miscellaneous items. This change order was in the amount of $78,460.39, and increased the contract amount from $5,378,464.19 to 5,456,924.58.

- Change Order number ten (10) for the above contract was for the addition of additional erosion control items, adding deck, ramp and electrical service at a new fee booth. It also included adjusting the quantities on other miscellaneous items. This change order was in the amount of $130,359.20, and increased the contract amount from $5,248,104.99 to $5,378,464.19.
- Change Order number nine (9) for the above contract was for the addition of a Pump Track, increasing roadway quantities, adjusting quantities on a revised water system, as well as for other miscellaneous improvements. This change order was in the amount of $66,439.94, and increased the contract amount from $5,181,665.05 to $5,248,104.99.
- Change Order number eight (8) for the above contract was for the addition of retaining walls, collapsible bollards, directional signs, a primary electrical conduit to Riverview Restroom, relocation of the fee booth (including electrical work), the reduction of quantities regarding various water well related construction items, as well as other miscellaneous improvements . This Change Order increased the contract by $15,787.23, from $5,165,877.82 to $5,181,665.05.
- Change Order number seven (7) for the above contract was for a Riverview restroom with shelter, two pavilions, adding a bay to the rock climber's shelter, painting interior walls, sealing the floors of all restrooms and other miscellaneous improvements. This Change Order increased the contract by $539,613.36 from $4,626,264.46 to $5,165,877.82.
- Change Order number six (6) for the above contract was for realignment and extension of the proposed trail through a scenic overlook area by the Pedernales River, reducing the number of expensive large diameter trees while keeping the smaller caliper trees, providing a better communication network in the maintenance facility with data wires, changing VCT tiles to stained concrete floor, and adding trench drain by the pavilion to divert storm water runoff and keep the area dry. This Change Order increased the contract by $98,357.81 from $4,527,906.60 to $4,626,264.46.
- Change Order number five (5) for the above contract was for additional length of a stone wall for safety improvements and a 500 gallon liquid propane tank. This Change Order increased the contract by $72,563.00 from $4,455,343.60 to $4,527,906.60.

- Change Order number four (4) for the above contract, was for additional park improvement needs, which included park entrance road, relocation of a parking lot, additional footage of multi-use and hike & bike trail, sealed concrete floor for maintenance building, additional electrical services lines, and other miscellaneous items. This Change Order increased the contract by $388,029.03 from $4,067,314.57 to $4,455,343.60
- Change Order number three (3) for the above contract, was for adjusting the unit price for the Pedestrian Trail (Item #6) for the addition of clearing and grubbing. This Change Order increased the contract by $80,052.50 from $3,987,262.07 to $4,067,314.57.
- Change Order number two (2) for the above contract, was for additional drilling of the water well pilot hole. This Change Order increased the contract by $11,890.00 from $3,975,372.07 to $3,987,262.07.
- Change Order number one (1) for the above contract, was for drilling a water well pilot hole, provide roadway modifications and adjust quantities for the pedestrian trail. This Change Order increased the contract by $175,460.89 from $3,799,911.18 to $3,975,372.07.
- **Contract Expenditures:** Within the last 12 months $4,942,661.17 has been spent against this contract/requirement.

- **Contract-Related Information:**
  Award Amount: $3,799,911.18
  Contract Type: Construction
  Contract Period: Through Completion

- **Contract Modification Information:**
  Modification Amount: $74,604.00
  Modification Type: Construction
  Modification Period: Through Completion

- **Solicitation-Related Information: N/A**

Solicitations Sent:	Responses Received:
HUB Information:	% HUB Subcontractor:

- **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:

- **Funding Information:**

  ☒ Funds Reservation in SAP: 03000000221

  ☒ Funding Center(s): 1490220000

  ☐ 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 **by Tuesdays at 5:00 p.m.** for the next week's meeting.

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

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

RECEIVED
TRAVIS COUNTY
2012 JUL 27 AM 8:52
PURCHASING
OFFICE

July 25, 2012

MEMORANDUM

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

FROM: Steven M. Manilla, P.E., County Executive-TNR

SUBJECT: Milton Reimers Ranch Park Construction Change Order No. 12

The following information is provided for your use in preparing a request to Commissioners Court for the approval of Construction Change Order No.12 for the Milton Reimers Ranch Park project. Please contact me at 854-9429 if you have any question or need further information.

Proposed Motion:
Consider and take appropriate action on a request to approve the Construction Change Order No. 12 for the Milton Reimers Ranch Park project in Precinct Three.

Summary and Staff Recommendations:
Milton Reimers Ranch Park is a voter approved bond project. In August 2006, Travis County entered into a Professional Service Agreement with Land Design Partners, Inc. to do the Master Planning and Conservation Development Study for the park. This agreement was modified in November 2007 to include Design, Bidding and Construction Phase services for the recommended park improvements. In August 2010, the construction documents were completed and the construction contract was awarded to STR Constructors, Ltd. through a competitive bidding process. The construction contract amount is $5,456,923.46 and this change order in the amount of $74,604.00 will increase the contract to $5,531,527.46. Work added in this Change Order No. 12, includes additional erosion control items, adding flagstone walkways, autodialer per LCRA regulations and adjusting quantities on other miscellaneous items.

Budgetary and Fiscal Impact
Funding for this construction contract is from the 2001 and 2005 bond funds and the Urban Outdoor Recreation Grant from the Texas Parks and Wildlife Department. Sources of funding required for this change order is provided in the following:

Fund Reservation: 0300000221
Fund: 4064
Fund Center: 1490220000

I/O: 600017
G/L: 521060

Background:
Milton Reimers Ranch Park is a 2,421 acre rural park located at 23610-B Hamilton Pool Road. Proposed improvements for the park consist of a deceleration lane off Hamilton Pool Road, existing park road improvements, five separate parking lots of various sizes, a maintenance facility building, restrooms/shower facilities, and shade structures. Utility improvements include water, sanitary, and electrical components. Amenities include hike, bike, and multi-use trails, sidewalks, site walls (retaining and free standing walls), fencing (decorative and security), native plants (trees, shrubs, grasses), park signage (monument, interpretive, way finding, identification), entrance sign, vehicular gates and other site amenities. Utility services are to be provided by PEC and SW Bell.

Attachments:
Change Order Form
Change Order Log

CC:
Charles Bergh, Robert Armistead, TNR Parks
Steve Sun, Roger Schuck, TNR Public Works
Cynthia McDonald, Donna Williams-Jones, Tawana Gardner, TNR Financial Services
Marvin Brice, Lee Perry, Purchasing Dept

Updated 8/10/12, 8:05 a.m.

TRAVIS COUNTY - TNR
CHANGE ORDER REQUEST FORM
CHANGE ORDER NO.12

Project Name: Milton Reimers Ranch Park

Contractor: STR Constructors, Ltd

Contract No.: 10K00250LP

Change Order Description:

Add addition figstone walkway
clean & complete shoulder work on entry road
Add Autodialer and cell communicator to rivier view restroom per LCRA regs

This change order is requested for the following reason(s):

Design changes in field

			CURRENT CHANGE ORDER QUANTITIES			REVISED CONTRACT QUANTITIES			CURRENT CONTRACT QUANTITIES		
BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	C.O. QTY	UNIT PRICE($)	C.O. AMOUNT	QTY	UNIT PRICE($)	NEW AMOUNT	QTY	UNIT PRICE($)	PREVIOUS AMOUNT
209	shoulder work on entry road	LS	1.00	18,325.00	18,325.00	1.00	$ 18,325.00	$ 18,325.00			
210	add pressure reducing valves	EA	4.00	1,040.75	4,163.00	4.00	$ 1,040.75	$ 4,163.00			
211	autodailer and cell communicator	LS	1.00	9,223.00	9,223.00	1.00	$ 9,223.00	$ 9,223.00			
3	Flagstone	SF	2,250.00	9.82	22,095.00	6,594.00	$ 9.82	$ 64,753.08	4,344	$ 9.82	$ 42,658.08
213	change battery to low voltage contro	LS	1.00	20,798.00	20,798.00	1.00	$ 20,798.00	$ 20,798.00			
			-	-	-		$ -	$ -			$ -
			-	-	-		$ -	$ -			$ -
			-	-	-		$ -	$ -			$ -
			-	-	-		$ -	$ -			$ -
			-	-	-		$ -	$ -			$ -
			-	-	-		$ -	$ -			$ -
			-	-	-		$ -	$ -			$ -
	TOTAL				$ 74,604.00			$ 117,262.08			$ 42,658.08

Materials($)
Services($)
TOTAL $ 74,604.00

NET OVERRUN/(UNDERRUN) $ 74,604.00

TIME Extension: 25 Days

The compensation and/or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change to the Contract. By affixing my signature to this Change Order, as the Contractor's duly appointed representative, on behalf of the Contractor I hereby waive any rights to seek additional funds or relief of any nature for any event or circumstance arising from this Change Order.

REQUESTED BY:

Gilbert Bolf 7/16/12
Contractor Date

NOTICE to the CONTRACTOR:
This is your authority to proceed with this work at the rates named above.

RECOMMENDED FOR APPROVAL BY:

R Schuck 7/17/12
Project Manager Date

07/26/2012
Division Manager Date

Public Works Director Date

APPROVED:

7/26/12
TNR County Executive Date

Cyd Y. Grimes 7/30/12
Purchasing Agent Date

County Judge Date

DRAFT

Item 12

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By: Paul Scoggins **Phone #:** 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services

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

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 639 and 640 of Apache Shores, Section Two – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
TNR staff has received a request to vacate two five foot wide public utility easements (PUEs) located along the common lot lines of Lots 639 and 640 of Apache Shores, Section Two. The PUEs are dedicated by plat note. The subject lots front on Hunters Pass, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:
The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends vacating the subject easements.

ISSUES AND OPPORTUNITIES:
According to the request letter the purpose of this request is to accommodate for construction of a house, which will cross the common lot line of the subject lots. Vacating the subject easements will allow for this construction without encroaching the easements.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request Letter
Utility Statement
Sign Affidavit and Pictures
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Apache Shores, Section Two

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two five foot wide public utility easements located along the common lot line of Lots 639 and 640 of Apache Shores, Section 2 as recorded in Book 48, Page 58 of the Travis County Plat Records;

WHEREAS, all utility companies known to be operating in the area have indicated they have no need for the easements requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on August 14, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide public utility easements located along the common lot line of Lots 639 and 640 of Apache Shores, Section 2, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF_____ 2012.

_____
SAMUEL T. BISCOE, COUNTY JUDGE

_____
COMMISSIONER RON DAVIS
PRECINCT ONE

_____
COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

_____
COMMISSIONER KAREN HUBER
PRECINCT THREE

_____
COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT "___"
J13198ER1

EASEMENT RELEASE

FIELD NOTES

1,443 SQ FT OR 0.0331 ACRE OF LAND, BEING OUT OF LOT 639, APACHE SHORES, SECTION 2, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO TO THE MAP OR PLAT RECORDED IN BOOK 48, PAGE 58, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A 5 FOOT WIDE PUBLIC UTILITY EASEMENT, FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS AND A SKETCH OF THIS EASEMENT TO BE RELEASED IS ATTACHED HERETO AND MADE A PART HEREOF.

BEGINNING at a 3/8" iron rod found in the NW line of Hunters Pass, a public street, same being at the SE corner of Lot 639, Apache Shores Section 2, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Book 48, Page 58, Plat Records, Travis County, Texas, also being the NE corner of Lot 640, for the SE corner of the herein described tract;

THENCE N54°21'44"W along the SW line of said Lot 639, same being the NE line of Lot 640 for a distance of 289.05 feet to a point, being the SW corner of Lot 639, also being the NW corner of Lot 640, further being in the SE line of Lot 1125, Apache Shores Section 3, Amended, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 50, Page 81, Plat Records, Travis County, Texas, for the SW corner of the herein described tract;

THENCE N45°16'10"E along the NW line of Lot 639, same being the SE line of the aforementioned Lot 1125 for a distance of 5.07 feet to a point, for the NW corner hereof, from which point a 1/2" iron rod found at the NW corner of Lot 639 bears N45°16'10"E, at a distance of 55.22 feet;

THENCE S54°21'44"E, crossing through said Lot 639 for a distance of 288.21 feet to a point in the SE line of Lot 639, same being the NW line of said Hunters Pass, for the NE corner of the herein described tract, from which point, a 1/2" iron rod found at the NE corner of Lot 639 bears N35°44'40"E at a distance of 54.95 feet;

THENCE S35°44'40"W along the SE line of Lot 639 for a distance of 5.00 feet to the **POINT OF BEGINNING**, containing 1,443 square feet or 0.0331 acre of land, more or less.

The undersigned do hereby certify that the field notes hereon were prepared from an actual on-the-ground survey under my direct supervision and that they are true and correct to the best of my knowledge.

Thomas P. Dixon R.P.L.S. 4324

5/23/12
Date

STATE OF TEXAS
REGISTERED
THOMAS P. DIXON
4324
PROFESSIONAL
LAND SURVEYOR

REFERENCES
Travis County Appraisal District
Map No. 1-4558

Sketch to Accompany Field Notes

PUBLIC UTILITY EASEMENT RELEASE

OWNER:
FRANCIS A. CHRISTINA AND
JULIE S. CHRISTINA

ADDRESS:
14516 HUNTERS PASS

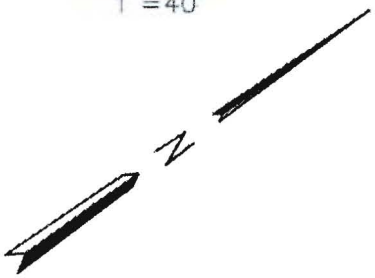
EXHIBIT "_____"

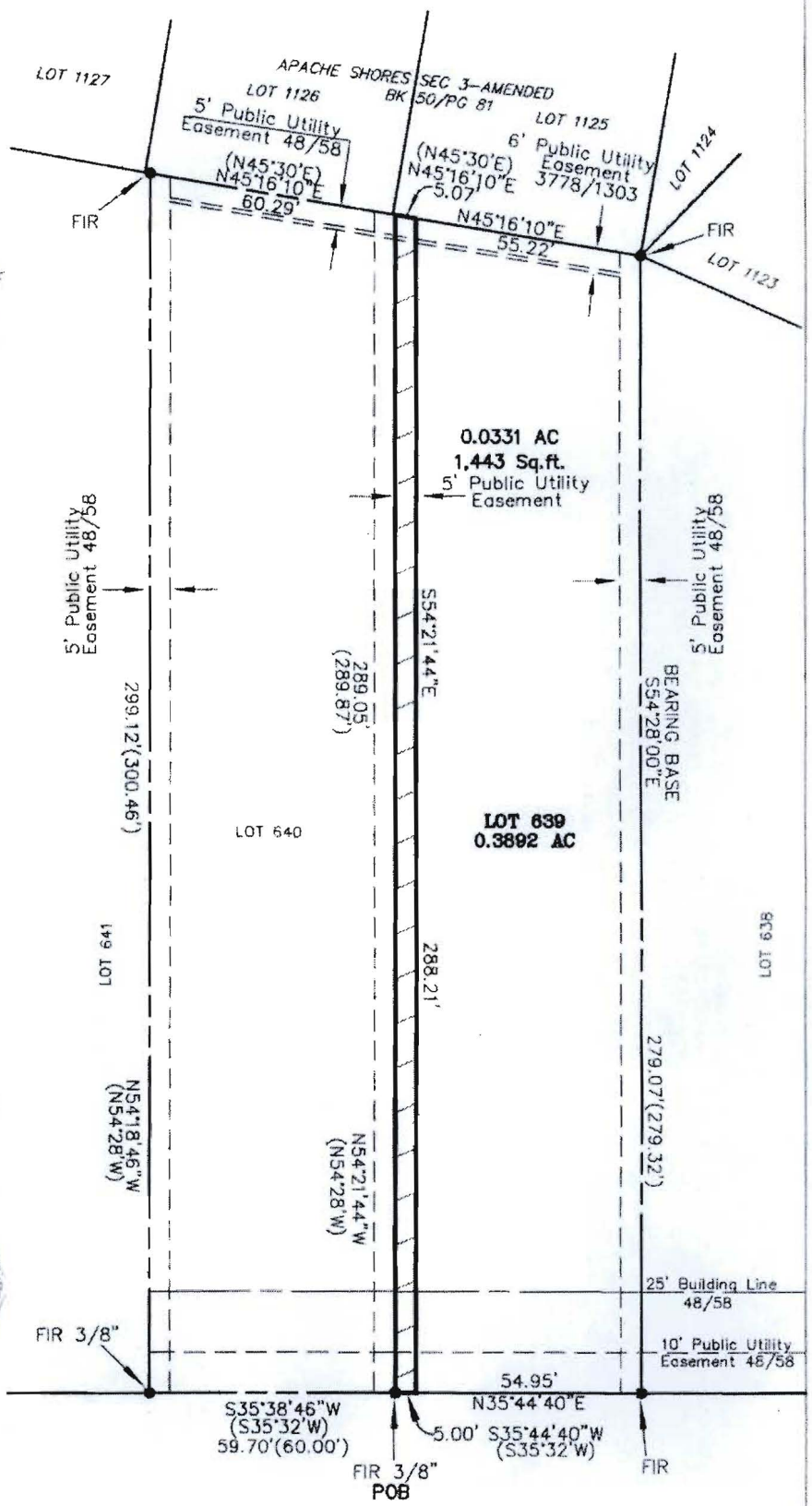
LEGAL DESCRIPTION:
BEING 1,443 SQUARE FEET, OR 0.0331 ACRE OF LAND, AND BEING OUT OF LOT 639, APACHE SHORES SECTION 2, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN BOOK 48, PAGE 58, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A 5 FOOT WIDE PUBLIC UTILITY EASEMENT.

LEGEND

FOUND 1/2" IRON ROD	FIR
POINT OF BEGINNING (RECORD)	POB

SCALE
1"=40'





The undersigned surveyor hereby certifies that this sketch, and the accompanying field notes were made from an actual and accurate survey made by me or under my direct supervision.

STATE OF TEXAS
REGISTERED
THOMAS P. DIXON
4324
PROFESSIONAL
LAND SURVEYOR

Thomas P. Dixon R.P.L.S. 4324

Waterloo Surveyors, Inc.
P.O. Box 160176
Austin, Texas 78716-0176
Ph. (512) 481-9602
J13198ER1

Hunters Pass

EXHIBIT "___"
J13198ER2

EASEMENT RELEASE

FIELD NOTES

1,447 SQ FT OR 0.0332 ACRE OF LAND, BEING OUT OF LOT 640, APACHE SHORES, SECTION 2, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO TO THE MAP OR PLAT RECORDED IN BOOK 48, PAGE 58, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A 5 FOOT WIDE PUBLIC UTILITY EASEMENT, FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS AND A SKETCH OF THIS EASEMENT TO BE RELEASED IS ATTACHED HERETO AND MADE A PART HEREOF.

BEGINNING at a 3/8" iron rod found in the NW line of Hunters Pass, a public street, same being at the NE corner of Lot 640, Apache Shores Section 2, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Book 48, Page 58, Plat Records, Travis County, Texas, also being the SE corner of Lot 639, for the NE corner of the herein described tract;

THENCE S35°38'46"W along the SE line of said Lot 640, same being the NW line of Hunters Pass for a distance of 5.00 feet to a point, for the SE corner hereof, from which point a 3/8" iron rod found at the SE corner of Lot 640, same being the NE corner of Lot 641, bears S35°38'46"W at a distance of 54.70 feet;

THENCE N54°21'44"W, crossing through said Lot 640, for a distance of 289.89 feet to a point in the NW line of said Lot 640, same being in the SE line of Lot 1126, Apache Shores Section 3, Amended, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 50, Page 81, Plat Records, Travis County, Texas, for the SW corner hereof, from which point, a 1/2" iron rod found at the SW corner of Lot 640 bears S45°16'10"E at a distance of 55.22 feet;

THENCE N45°16'10"E, along the NW line of said Lot 640 for a distance of 5.07 feet to a point, being the NW corner of Lot 640, also being the SW corner of Lot 639, for the NW corner of the herein described tract;

THENCE S54°21'44"E along the NE line of Lot 640 for a distance of 289.05 feet to the **POINT OF BEGINNING**, containing 1,447 square feet or 0.0332 acre of land, more or less.

The undersigned do hereby certify that the field notes hereon were prepared from an actual on-the-ground survey under my direct supervision and that they are true and correct to the best of my knowledge.

Thomas P. Dixon R.P.L.S. 4324

5/23/12
Date

STATE OF TEXAS
REGISTERED
THOMAS P. DIXON
4324
PROFESSIONAL
LAND SURVEYOR

REFERENCES
Travis County Appraisal District
Map No. 1-4558

Sketch to Accompany Field Notes

PUBLIC UTILITY EASEMENT RELEASE

OWNER:
FRANCIS A. CHRISTINA AND
JULIE S. CHRISTINA

ADDRESS:
14518 HUNTERS PASS

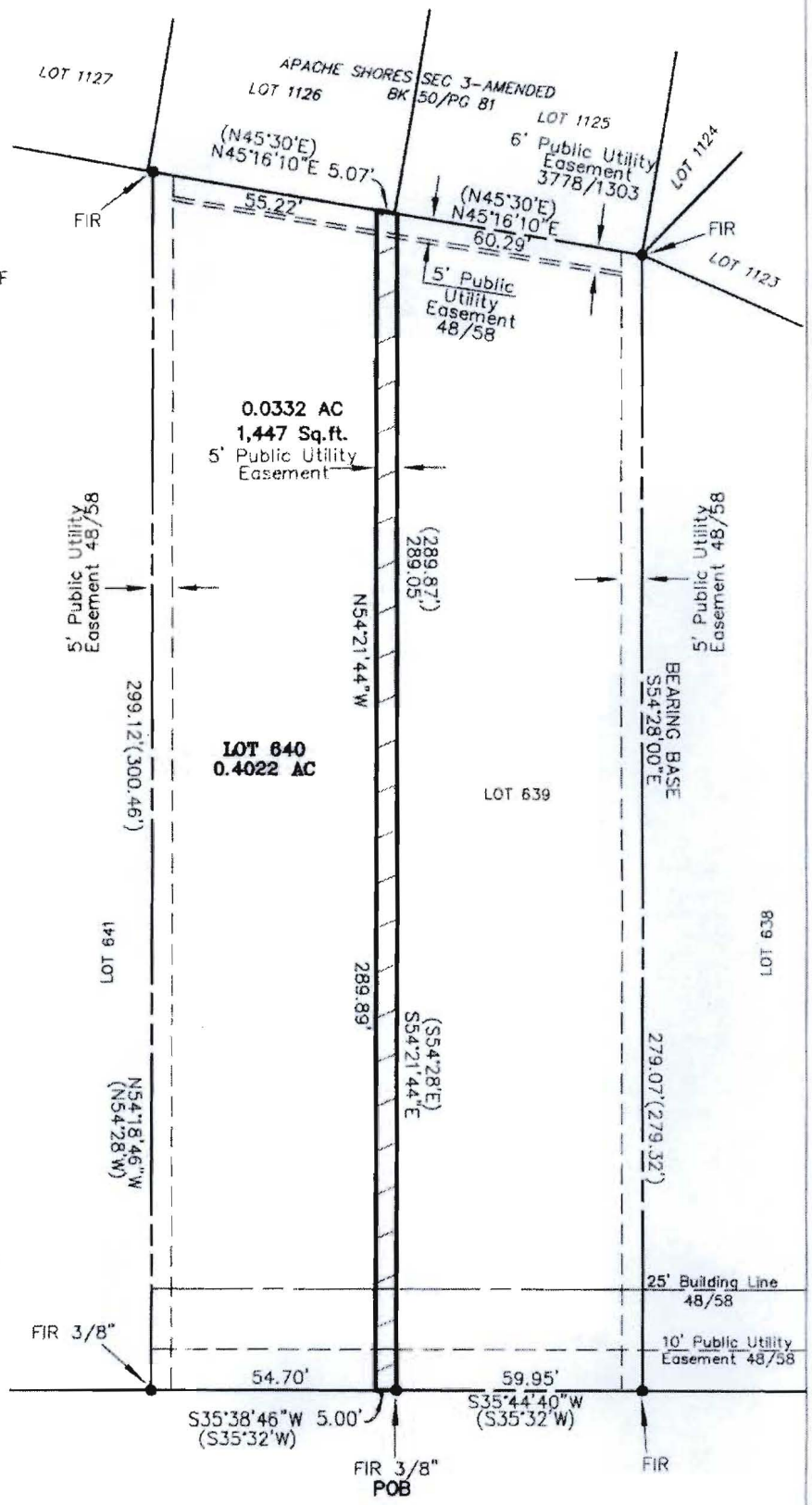
EXHIBIT "_____"

LEGAL DESCRIPTION:
BEING 1,447 SQUARE FEET, OR 0.0332 ACRE OF LAND, AND BEING OUT OF LOT 640, APACHE SHORES SECTION 2, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN BOOK 48, PAGE 58, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A 5 FOOT WIDE PUBLIC UTILITY EASEMENT.

LEGEND

FOUND 1/2" IRON ROD	FIR
POINT OF BEGINNING (RECORD)	POB

SCALE
1"=40'



Hunters Pass

The undersigned surveyor hereby certifies that this sketch, and the accompanying field notes were made from an actual and accurate survey made by me or under my direct supervision.

STATE OF TEXAS
REGISTERED
THOMAS P. DIXON
4324
PROFESSIONAL
LAND SURVEYOR

Thomas P. Dixon R.P.L.S. 4324

Waterloo Surveyors, Inc.
P.O. Box 160176
Austin, Texas 78716-0176
Ph. (512) 481-9602
J13198ER2

To: Paul Scoggins
Travis County

We are requesting the 5' PUE's along the property line common with Lots 639 & 640, Apache Shores, Section 2 be released. The easements are further described in the attachments.

We are requesting the release in order to build one house on 2 lots that would be within the easement.

Should you have any further questions, please contact Louie Hausman at 512-563-4447.

Thank You,

Francis A. Christina

Julie S. Christina

Updated 8/10/12, 8:05 a.m.

TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 14516 & 14518 Hunters Pass (address) and/or Lot 639 & 640 Apache Shores Section 2 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

✓ We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry W Marley
Reviewer

6-11-12
Date

Signature
Deborah S. Gernes
Printed Name
General Manager
Title
Travis County WC+ID #17
Utility Company or District
6/11/12
Date

Please return this completed form to:

Randy Haussman
Name
14201 Debba Dr
Address
Austin TX 78734
City/State/Zip

rhaussman1@austin.rr.com

512-563-4449 cell

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Francis A. Christina and Julie S. Christina,* GRANTEE(S), wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE(S), as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE(S) situated in *Travis County*, Texas, and described as follows:

Lots 639 and 640, Apache Shores, Section 2, Deed of record in Document 2006000873, Property Records of Travis County, Texas

Said land of GRANTEE(S) being subject to:

Easements recorded in Volume 48, Page 58, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 5 foot PUE along either side of the common side property lines of said Lots 639 and 640, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 19th day of JUNE, 2012

SOUTHWESTERN BELL TELEPHONE COMPANY

Name : RICHARD LAINE REED

Title: MANAGER ENGINEERING DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared RICK REED, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 19th day of JUNE, 2012

Notary Public in and for the State of TEXAS
My Commission Expires Jan. 16, 2013

REBECCA K. HOGUE
Notary Public, State of Texas
My Commission Expires
January 16, 2013

TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 14516 + 14518 Hunters Pass (address) and/or Lot 639 & 640 Apache Shores Section 2 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

✓ We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature

Laurie Schumpert
Printed Name

Sr. Designer
Title

Time Warner Cable-Central TX
Utility Company or District

June 20, 2012
Date

Please return this completed form to:

Name

Address

City/State/Zip

TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 14516 & 14518 Hunters Pass (address) and/or Lot 639 & 640 Apache Shores Section 2 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

X We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature

Sonny Poole
Printed Name

Mgr., PIRES
Title

Austin Energy
Utility Company or District

June 14, 2012
Date

Please return this completed form to:

Randy Hausman
Name

15104 Cavilier Canyon
Address

Austin, TX 78734
City/State/Zip

512-563-4449

jhausman1@austin.rr.com

RECEIVED
JUL 26 2012
TNR

TRANSPORTATION AND NATURAL RESOURCES
Steven M. Manilla, P.E., County Executive
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A Public Notice of Vacation of two 5' wide public utility easements sign was posted on July 24, 2012, on the northerly side of Hunters Pass along the common lot line of Lots 639 and 640 of Apache Shores, Section Two at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 25 DAY OF July, 2012.

SIGNATURE: Jaime García

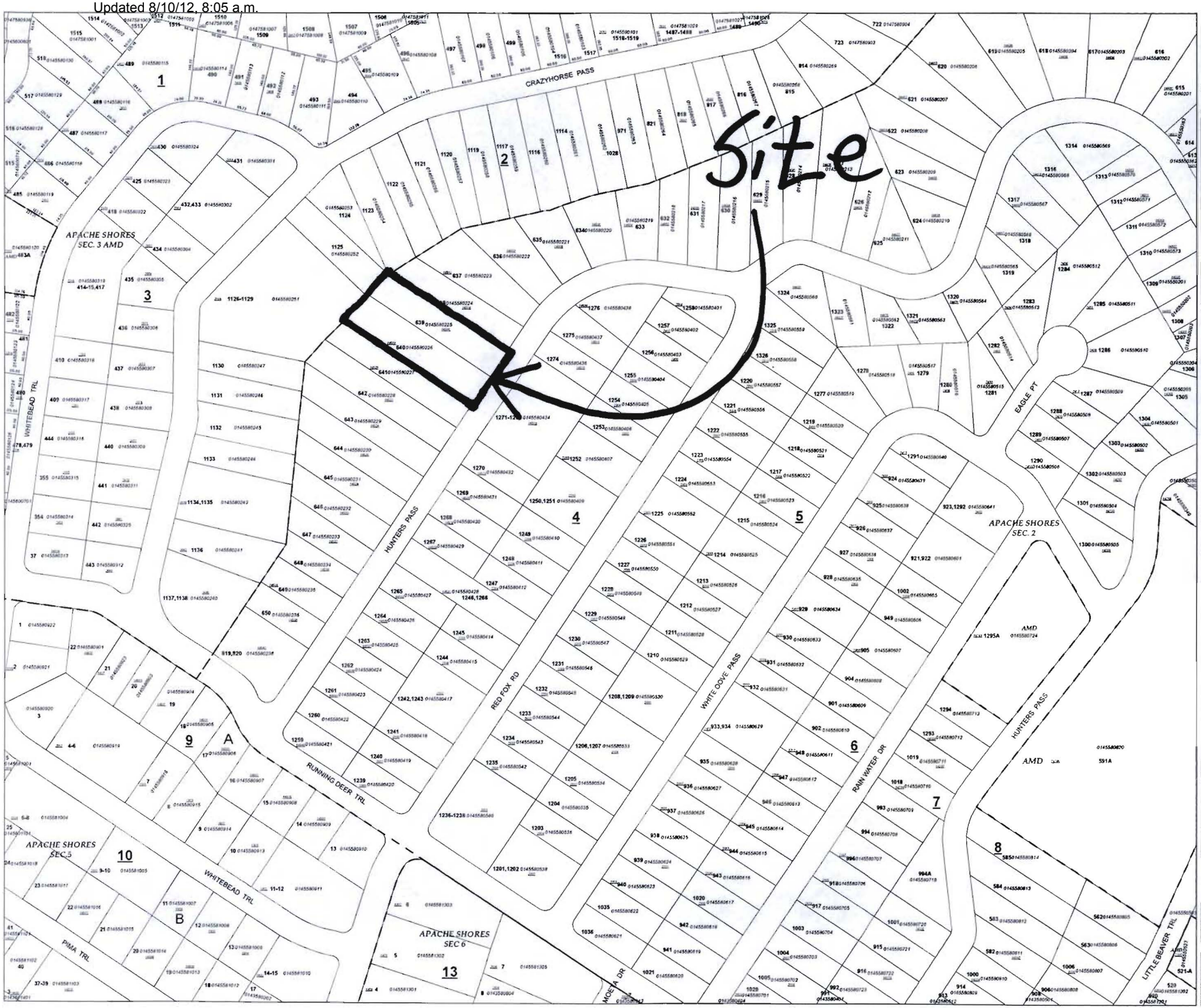
NAME (PRINT): Jaime García

TITLE: R&B Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\12PUE\04-HuntersPass\SignRequest-HuntersPass.doc

Updated 8/10/12, 8:05 a.m.



Travis Central Appraisal District
P.O. Box 149012
Austin, Texas 78714
8314 Cross Park Drive
Austin, Texas 78754
Internet Address: www.traviscad.org
Main Telephone Number (512)834-9317
Appraisal Information (512) 834-9318
TDD (512) 836-3328

This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

NAD_1983_StatePlane_
Texas_Central_FIPS_4203_Feet
Projection: Lambert_Conformal_Conic

N

Italic = 100 scale map
Thin = 100 scale map
Bold = 400 scale map

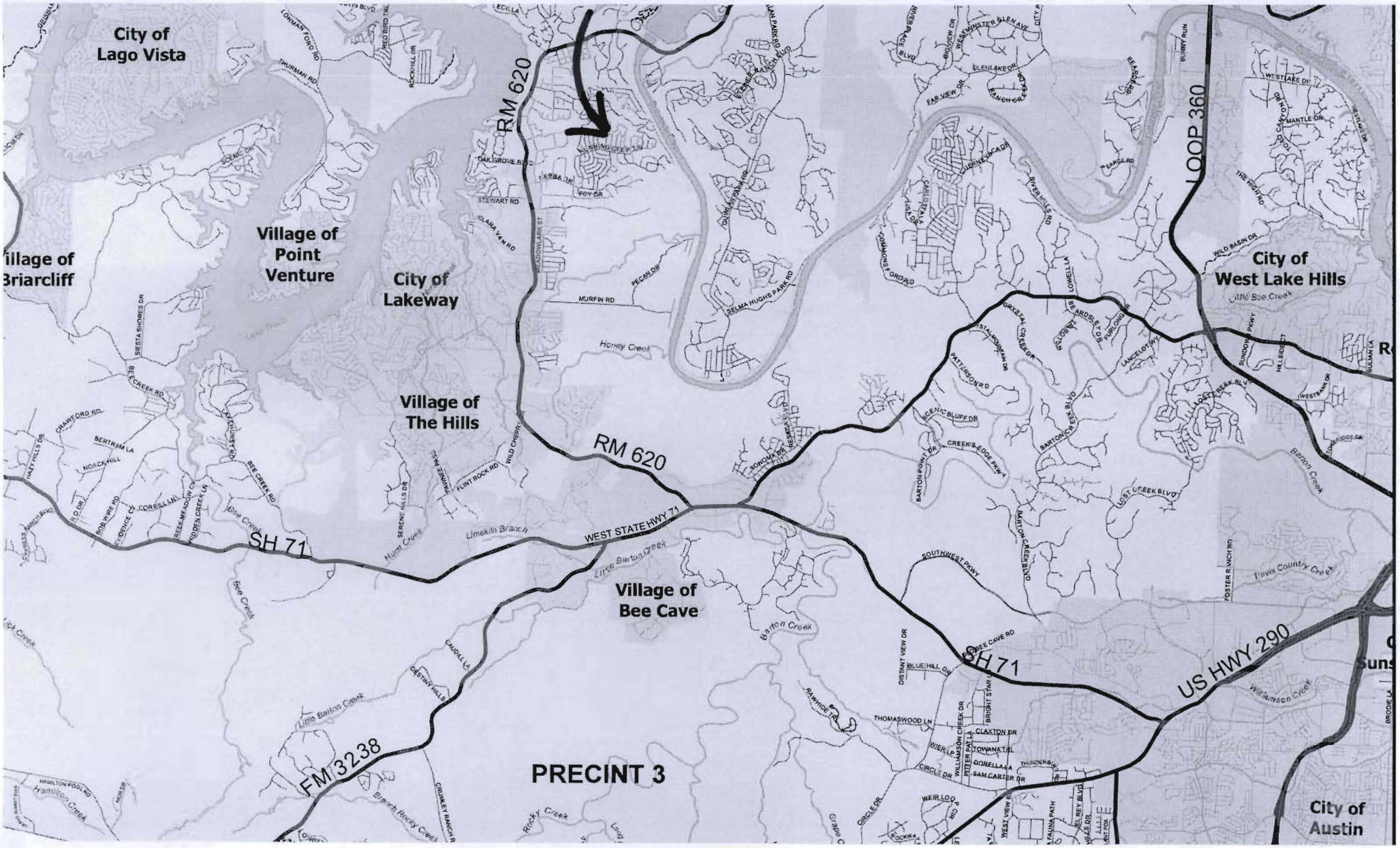
0 100 Feet

Revision Date
3/29/2011

1 4558

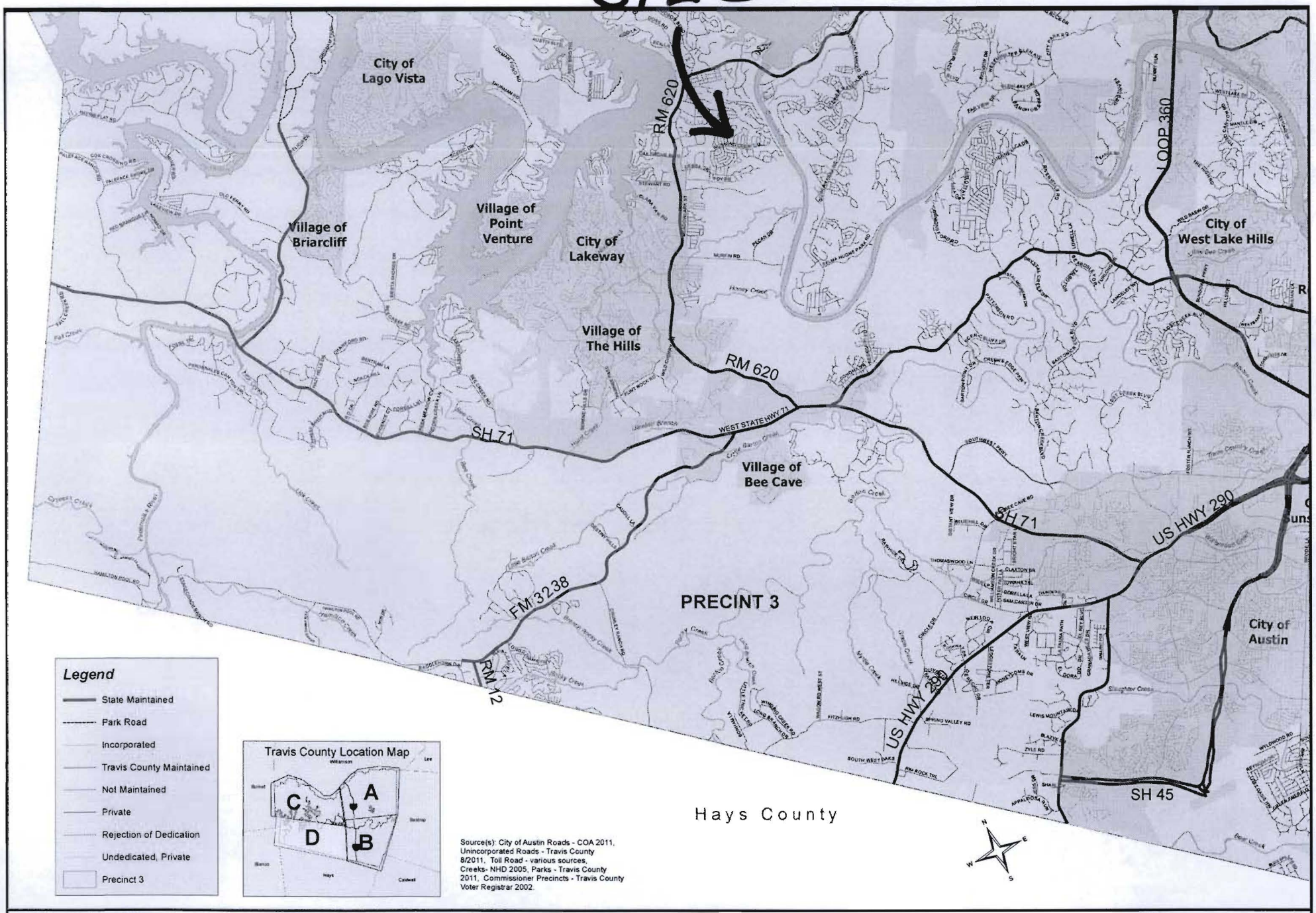
Updated 8/10/12, 8:05 a.m.

Site



Updated 8/10/12, 8:05 a.m.

Site



Map Disclaimer: The data is provided "as is" with no warranties of any kind.

Travis County Roadways, Map D

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 8/9/2011

Updated 8/10/12, 8:05 a.m.

Item 13

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By: Paul Scoggins **Phone #:** 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services

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

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate two five foot wide drainage easements located along the common lot line of Lots 2 and 3, Block 40 of Austin Lake Hills, Section One – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
TNR staff has received a request to vacate two five foot wide drainage easements located along the common lot line of Lots 2 and 3, Block 40 of Austin Lake Hills, Section One. The easements are dedicated per plat note more specifically stated as a public utility easement and drainage easement. The subject lots are located at the corner of Lancer Lane (aka Granada Way per the original plat) and Saracen Road, two streets maintained by Travis County.

Professional engineer Kim Geary has stated that:

"...by vacating the draiange easements, as described on the enclosed survey and Exhibit A (metes and bounds description), no adverse or harmful events could occur. The drainage easements were written into the plat notes and have never been in use. Storm water flows to the draiange ditches along the streets."

After review of the submitted request and recommendation, staff has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:
Staff members have received inquiries in regards to this vacation request and how the property is being used. Some inquirers have contacted TNR's enforcement department stating the property is being used as an "RV park" and that it detracts from the neighborhood. It is possible that constituents from the neighborhood might attend the hearing and voice opposition as to how the property is being used.

The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends the vacation.

ISSUES AND OPPORTUNITIES:

According to the request letter the the septic system on this property is being replaced for a "change of use" case. A new system cannot be installed until these easements are abandoned.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request/Engineer's Letter
Sketch
Sign Affidavit and Pictures
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561
Teresa Calkins	Engineer	Development Services	854-7569

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Austin Lake Hills, Section One

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two five foot wide drainage easements located along the common lot line of Lots 2 and 3, Block 40 of Austin Lake Hills, Section One as recorded at Volume 12, Page 61 of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the subject easements;

WHEREAS, Travis County staff has stated that there are no objections to the vacation of the drainage easements as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject drainage easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on August 14, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide drainage easements located along the common lot line of Lots 2 and 3, Block 40 of Austin Lake Hills, Section One, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF_____ 2012.

_____
SAMUEL T. BISCOE, COUNTY JUDGE

_____
COMMISSIONER RON DAVIS
PRECINCT ONE

_____
COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

_____
COMMISSIONER KAREN HUBER
PRECINCT THREE

_____
COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT A

(PUE & DE Release)
(Austin Lake Hills, Section One)

FIELD NOTES

FIELD NOTES FOR 1,393 SQUARE FEET OF LAND OUT OF THE H.S. WHITEHEAD SURVEY NO. 43, TRAVIS COUNTY, TEXAS; BEING A PORTION OF LOTS 2 AND 3, BLOCK 40, AUSTIN LAKE HILLS, SECTION ONE, A SUBDIVISION AS RECORDED IN BOOK 12, PAGE 61 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1,393 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a ½" iron rod found on the westerly right-of-way line of Saracen Road, at the most easterly north corner of the above described Lot 3, Block 40, Austin Lake Hills, Section One; Thence, with the westerly right-of-way line of said Saracen Road, S31°26'00"E a distance of 75.00 feet to a ½" iron rod set with cap stamped TERRA FIRMA at the east corner of said Lot 3, also being the north corner of said Lot 2, for the POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the westerly right-of-way line of said Saracen Road, S31°26'00"E a distance of 5.00 feet to a calculated point for the east corner of this tract;

THENCE, five (5) feet southerly of and parallel with the north line of said Lot 2, S58°45'55"W a distance of 139.36 feet to a calculated point for the south corner of this tract;

THENCE, five (5) feet easterly of and parallel with the west line of said Lot 2, N31°14'15"W a distance of 5.00 feet to a calculated point on the common line between said Lots 2 and 3, from which a ½" iron rod found bears S58°45'55"W a distance of 5.00 feet;

THENCE, five (5) feet easterly of and parallel with the west line of said Lot 3, N31°28'12"W a distance of 5.00 feet to a calculated point for the west corner of this tract;

THENCE, five (5) feet northerly of and parallel with the south line of said Lot 3, N58°45'55"E a distance of 139.35 feet to a calculated point on the westerly right-of-way line of said Saracen Road, for the north corner of this tract;

THENCE, with the westerly right-of-way line of said Saracen Road, S31°26'00"E a distance of 5.00 feet to the POINT OF BEGINNING, and containing 1,393 square feet (0.032 acre) of land, more or less.

I HEREBY CERTIFY that these notes were prepared by Terra Firma Land Surveying from a survey made on the ground on June 5, 2012 under my supervision and are true and correct to the best of my knowledge. A sketch accompanies this description.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

6/20/2012

Jonathan O. Nobles — Date
Registered Professional Land Surveyor No. 5777

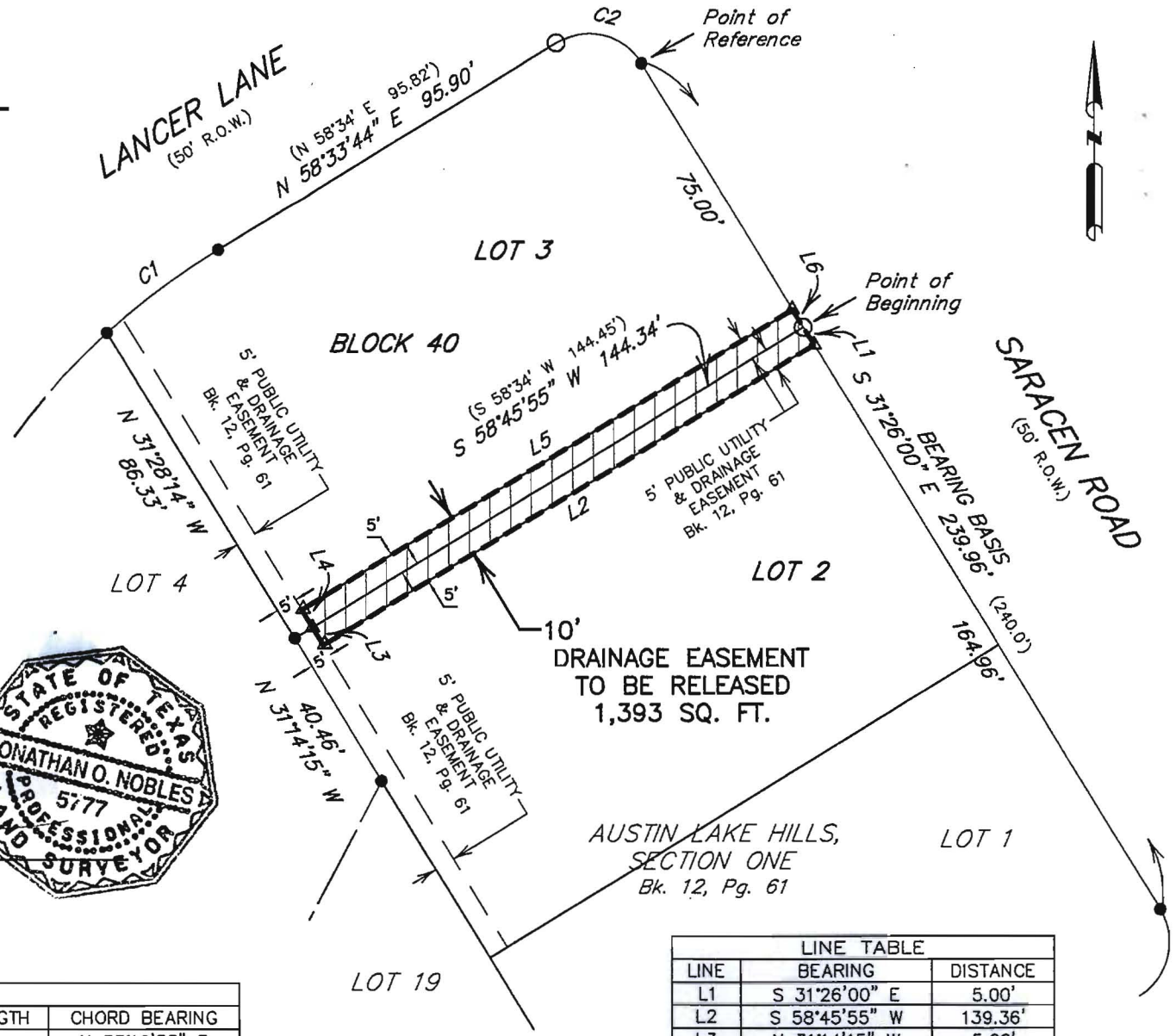
Client:	Jeff Magers
Date:	June 18, 2012
WO No.:	0A500-197
FB:	622/18, 631/30
File:	

J:\Projects\A500...\197...\Survey\Drawing & PDF Files\003...\A500-197-PUE_R-FN.doc

Updated 8/10/12, 8:05 a.m.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 40'



LEGEND

- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
- △ CALCULATED POINT
- ( ) RECORD INFORMATION

As Surveyed By

STATE OF TEXAS REGISTERED JONATHAN O. NOBLES 5777 PROFESSIONAL LAND SURVEYOR

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777
Date: June 5, 2012

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	181.11'	33.70'	33.65'	N 53°10'33" E
	(181.11')	(33.72')	(33.67')	(N 53°14' E)
C2	15.00'	23.56'	21.21'	N 76°26'00" W
	(15.00')	(23.56')	(21.21')	(N 76°26' W)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 31°26'00" E	5.00'
L2	S 58°45'55" W	139.36'
L3	N 31°14'15" W	5.00'
L4	N 31°28'14" W	5.00'
L5	N 58°45'55" E	139.35'
L6	S 31°26'00" E	5.00'

Client : Jeff Magers
Date : June 18, 2012
Office : J. Nobles, M. Carney
Crew : R. Meyer, D. Smith, S. Barger, B. Rigsby, J. Jones
F.B. : 622/18, 631/30
Job No : 0A500-197-00\003
File : J:\Projects\A500\197\Survey\Drawing Files\003\A500-197-Esmt Release.dwg
J:\Projects\A500\197\Survey\Point Files\A500-197.crd

terra firma LAND SURVEYING
1701 Directors Boulevard, Suite 400 · Austin, Texas 78744 · 512/328-8373 · Fax 512/445-2286

Kim Geary, P.E.

Post Office Box 3034, Austin, Texas 78764
(512) 416-0217

June 26, 2012

Mr. Paul Scoggins
Travis County TNR
411 West 13th St.
P. O. Box 1748
Austin, Texas 78767

Re: Abandonment of Drainage Easements
1703 Lancer Ln. & 1702 Saracen Rd.
Austin, Tx 78733

Lots 2 & 3, Blk 40, Austin Lake Hills Sec. 1
Travis County

Dear Mr. Scoggins,

This letter is to certify that by vacating the drainage easements, as described on the enclosed survey and Exhibit A (metes and bounds description), no adverse or harmful events could occur. The drainage easements were written into the plat notes and have never been in use. Storm water flows to the drainage ditches along the streets. Please note that we are only asking for abandonment of drainage easements lots 2 and 3 as described by the surveyor. This lot is owned by Jeff Magers.

Your expeditions review of this request is greatly appreciated. **The septic system is being replaced for a "change of use" case. A new system cannot be installed until these easements are abandoned.**

Sincerely,

Kim Geary

RECEIVED
JUN 26 2012
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1703 Lancer and 1702 Saracen Austin TX 78733 (address) and/or Lots 2+3 Block 40 Austin Lakehills Sec. 1 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

✓ We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature

Jeff Magers
Printed Name

Owner
Title

W.C.I.D #18
Utility Company or District

6-26-12
Date

Please return this completed form to:

Jeff Magers
Name

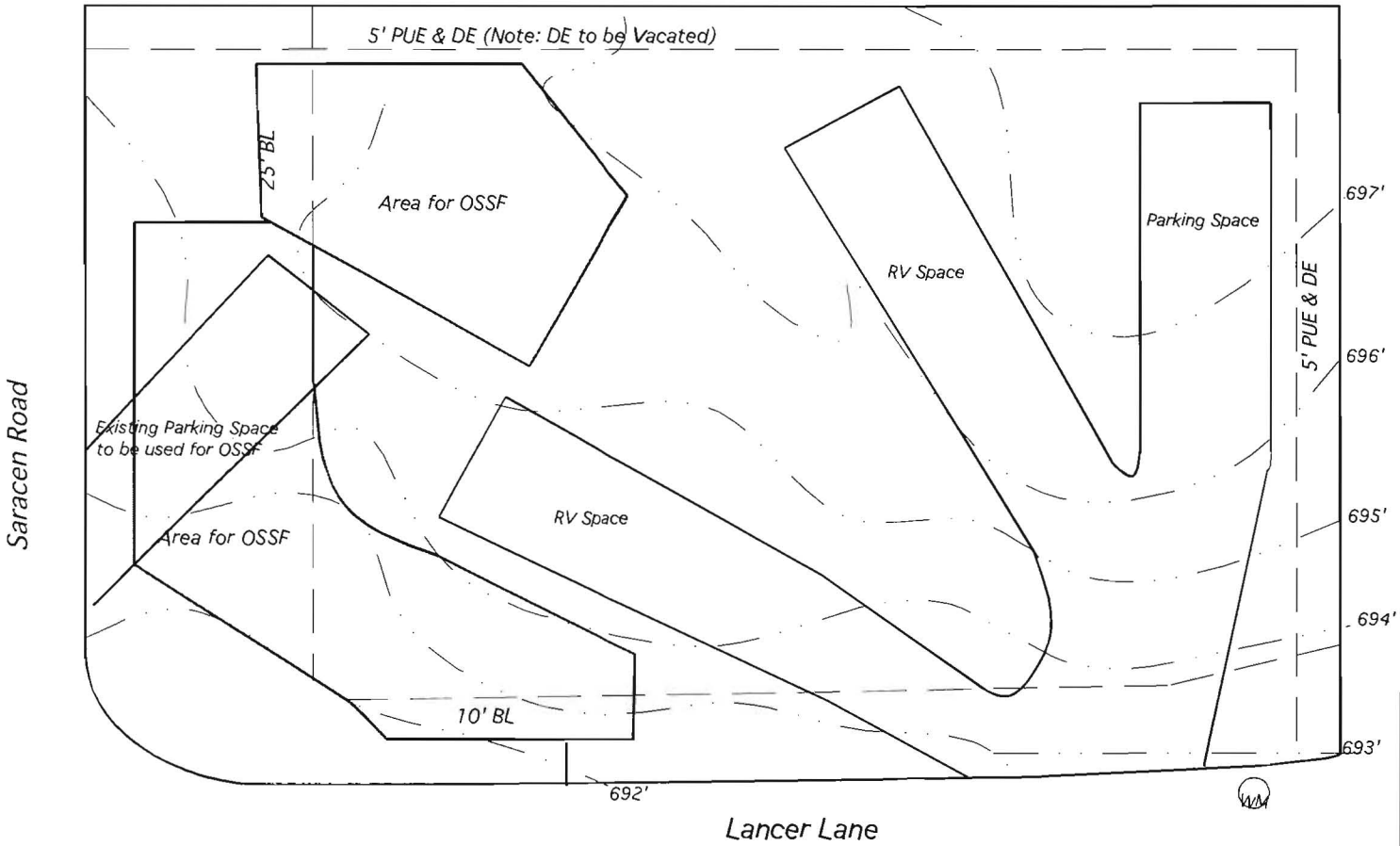
1702 Saracen RD
Address

Austin TX 78733
City/State/Zip

Updated 8/10/12, 8:05 a.m.

OSSF Design: Infiltrator Panels
1703 Lancer Lane
Austin, Texas 78733

Lot 3, Austin Lake Hills, Section 1
Travis County



Scale: 1" - 20'

N

Kim Geary, P.E.
Post Office Box 3034
Austin, Texas 78764
512.416-0217
kvgeary@gmail.com

RECEIVED
JUL 26 2012
TNR

TRANSPORTATION AND NATURAL RESOURCES
Steven M. Manilla, P.E., County Executive
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A Public Notice of Vacation of two 5' wide drainage easements sign was posted on July 24, 2012, on the westerly side of Saracen Road along the common lot line of Lots 2 and 3, Block 40 of Austin Lake Hills, Section One at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 25 DAY OF July, 2012.

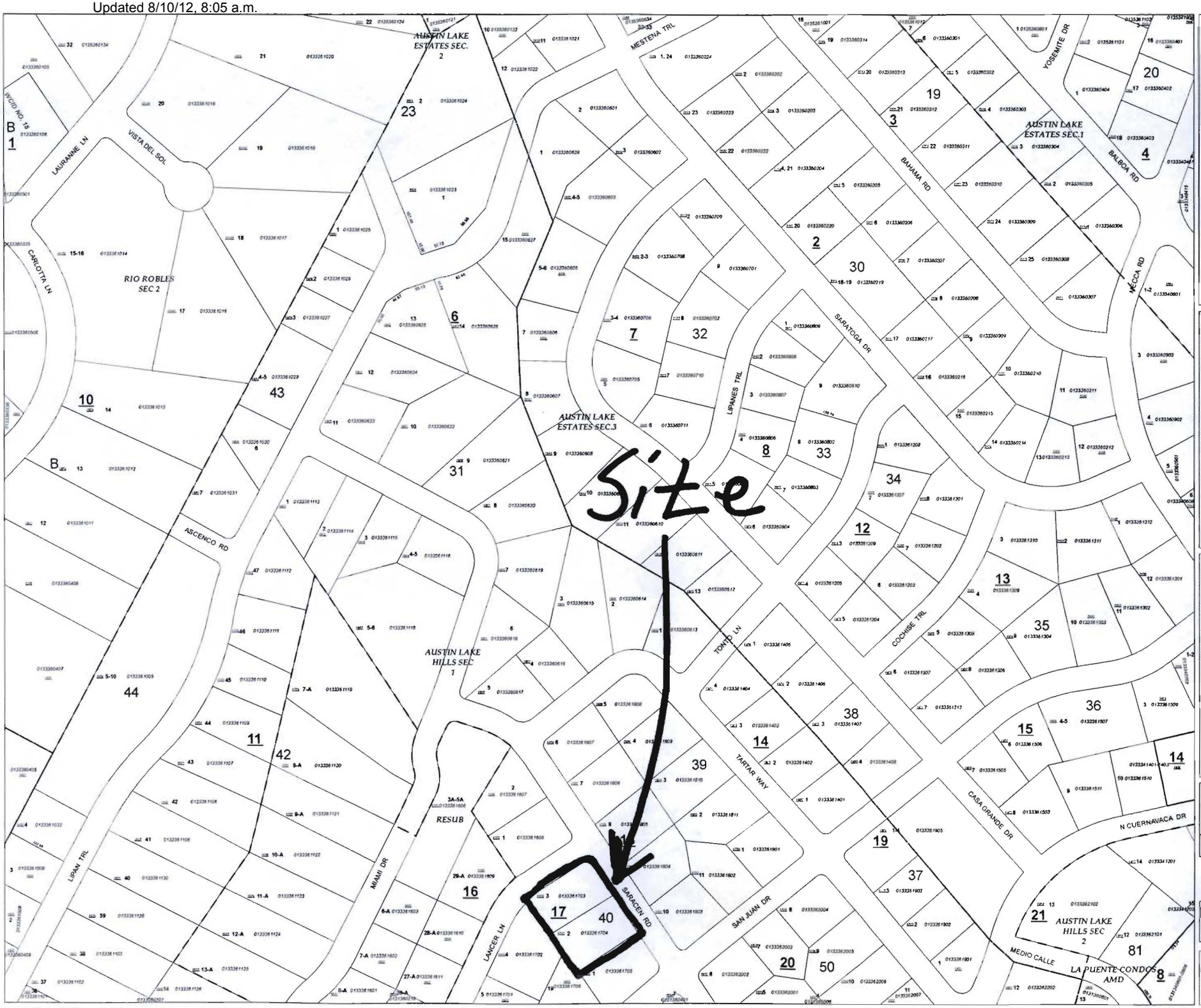
SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: TNR R&B Supervisor

cc: Garcia (sign shop)

Updated 8/10/12, 8:05 a.m.

Updated 8/10/12, 8:05 a.m.

Updated 8/10/12, 8:05 a.m.



Travis Central Appraisal District
8314 Cross Park Drive
Austin, Texas 78754
P.O. Box 149012
Austin, Texas 78714
Internet Address: www.traviscad.org
Main Telephone Number (512) 834-9317
Appraisal Information (512) 834-9318
TDD (512) 836-3328

This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet
Projection: Lambert_Conformal_Conic

N

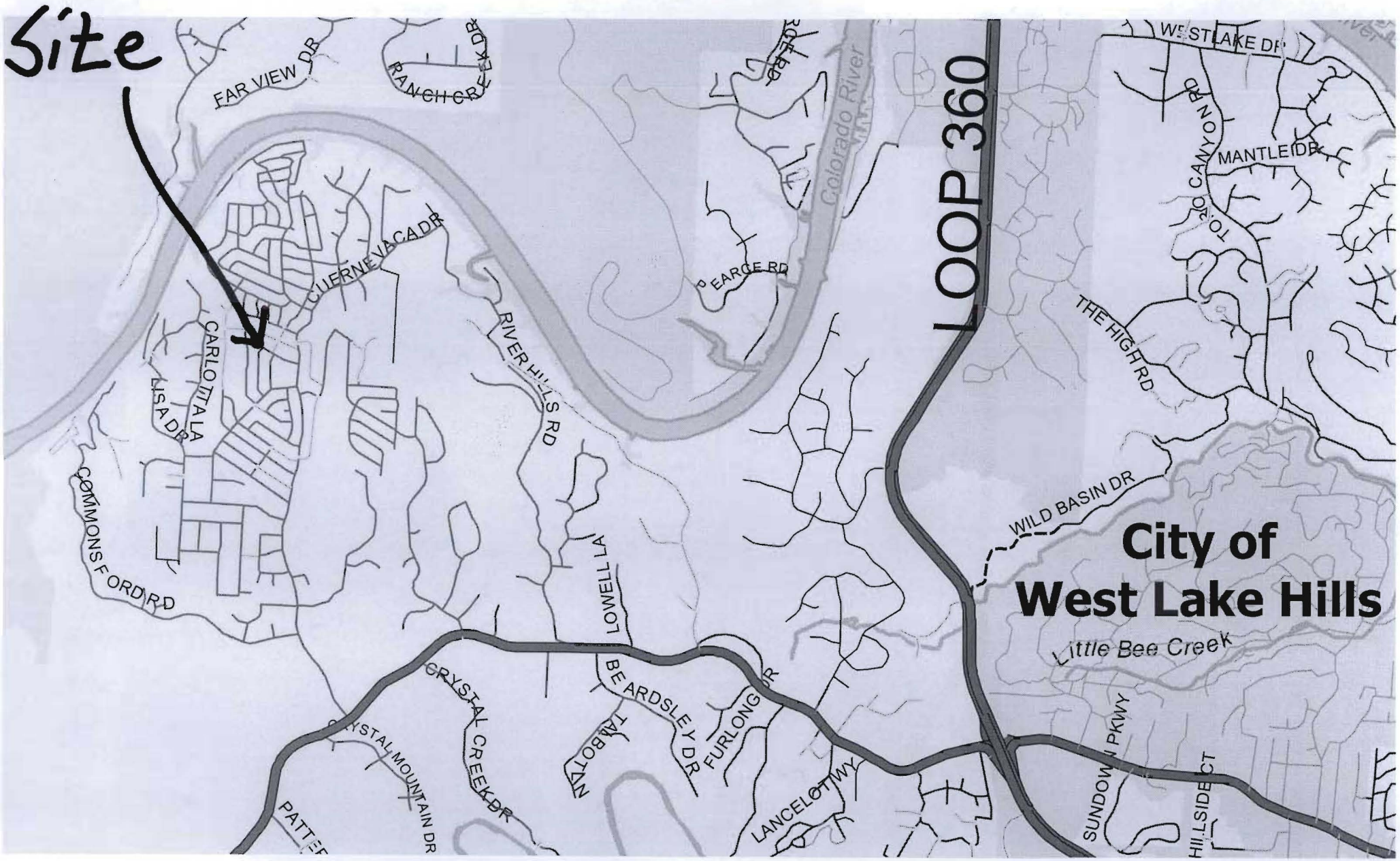
Italic = 100 scale map
Thin = 100 scale map
Bold = 400 scale map

0 100 Feet

Revision Date 10/23/2009

1 3336

Updated 8/10/12, 8:05 a.m.



Updated 8/10/12, 8:05 a.m.

Site

City of Lago Vista

Village of Briarcliff

Village of Point Venture

City of Lakeway

Village of The Hills

City of West Lake Hills

Village of Bee Cave

PRECINT 3

City of Austin

Hays County

RM 620

LOOP 360

SH 71

WEST STATE HWY 71

US HWY 290

FM 3238

RM 12

SH 45

Legend

- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3

Travis County Location Map

A B C D

Source(s): City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 8/2011, Toll Road - various sources, Creeks- NHD 2005, Parks - Travis County 2011, Commissioner Precincts - Travis County Voter Registrar 2002.

Map Disclaimer: The data is provided "as is" with no warranties of any kind.

Travis County Roadways, Map D

0 1 Miles

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 8/9/2011

Item 14 Revised

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By: Thomas Weber **Phone #:** 854-4629
Division Director/Manager: Jon A. White, Director Natural Resources & Environmental Quality
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action regarding the following proposed revisions to the Travis County Code relating to water quality protection:

A. Amendments to Chapter 64 (Regulations for Floodplain Management and Guidelines and Procedures for Development Permits) and Chapter 82 (Standards for Construction of Streets and Drainage in Subdivisions);

B. The addition of a new Chapter 104 (Prohibited Discharges; Enforcement); and

C. The repeal of Chapter 108 (Tree Preservation Policy).

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 new construction site rules effective February 1, 2010 and current proposals by the TCEQ set new standards and expectations on an operator of a municipal separate storm sewer system (MS4). Travis County is a designated small MS4 due to its

extensive urbanization and is completing 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, the proposed rules are comprehensive and time sensitive.

The components of the proposed rules include:

A. Amendments to existing Chapters 64 and 82:

1. Eight definitions that pertain to water quality protection requirements would be modified and 61 new definitions would be added to Section 82.002.

2. The authority and enforcement provisions of Chapter 82 would be expanded in Section 82.101 and 82.104, respectively, to reflect 2009 State legislation.

3. Reference would be made to the water quality protection standards and submittal requirements in various sections of Subchapters A, B, D, E, F, and G of Chapter 82 and in various sections of Chapter 64.

4. New Subchapters H – L would be added to the 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 (ROW) construction projects. Subchapter L would specify the storm water management and reclamation requirements under which a mine or quarry application would be considered.

5. Section 82.302(g) and Appendix 82.1000 would be amended to update the county design standards for driveway approaches to ROW.

6. Amendments to 82.401 would revise and expand construction fiscal security requirements to ensure construction site stabilization.

7. The following sections 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 4 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.

Exhibit 1 is a "legislative" version showing all proposed insertions and deletions comprising these amendments to Chapter 64 and Chapter 82.

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. Chapter 108 would be repealed:
Under the proposed rules, all of Chapter 108 (Tree Preservation Policy) would be repealed. The essential provisions are incorporated into the new Subchapter K. Exhibit 3 includes the proposed repealed text of Chapter 108.

STAFF RECOMMENDATIONS:
TNR recommends approval of these rule amendments as described above. TNR received no comments on the Takings Impact Analysis, notice of which was published on Feb. 11, 2012. Since the Commissioners Court convened the public hearing on the rule proposal on Feb. 7, 2012, TNR took several steps to review and consider written and oral comments on the rule making. Several meetings were held with the home developers, construction site operators, municipalities with shared jurisdiction (ETJs), and mining interests. Substantial changes to the rule were made as a result of these comments. Exhibit 5 is a written response to all comments submitted in writing to TNR. Today's proposal for adoption was delayed to accommodate the interactions we had with stakeholders. For example, a revised draft of Subchapters H - L was released on May 8, 2012, to the rule commenters to obtain additional feedback and additional changes were made after hearing concerns at a rule presentation to the Commissioners Court on July 31, 2012.

Exhibit 5 details all of the comments and responses. Some of the more significant changes to the rule that resulted from public participation include:
1. Re-developed the SWP3 requirements to closely match the City of Austin process whereby the engineering information is submitted with a construction plan and non-engineering information is submitted at the time a construction site project starts.

2. For single lot construction, reduced the scope of permitting requirements for permanent water quality controls and further what SWP3 are to be submitted.
3. Flexibility is provided to allow cut/fill on steep slopes and near headwater streams along with appropriate controls; additional exceptions to the waterway setbacks are provided for wastewater lines and projects approved by the TCEQ Edwards Aquifer program.
4. Mining requirements have been established in its own subchapter. Some requirements (such as groundwater assessment & monitoring) have been eliminated.
5. Rainfall monitoring is required at construction sites >10 acres.

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 water quality requirements, since the 2005 "interim" rule does not apply in any ETJ, and the 2010 Lake Travis water quality 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 SWP3 submittal procedures that are derived from COA (with an 18 mo. phase-in period).
- In the western watersheds, 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.

- Patterning mine/quarry requirements based on LCRA, COA, and TCEQ standards.
- 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 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 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 must be regularly renewed with an application 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.
- 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.
- 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 shortly after 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 - Amendments to Chapter 64 and Chapter 82
Exhibit 2 - Proposed new Chapter 104
Exhibit 3 - Proposed Repeal of Chapter 108
Exhibit 4 - Table showing disposition of repealed Code provisions
Exhibit 5 - A written Response to Comments provided on the proposed rule

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		

: :
0801 - NREQ -

EXHIBIT 1

Legislative Version of Rule Amendment Proposal
Chapters 64 and 82, 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 are not proposed for revision

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 and record drawings to the County Executive that meet the requirements of Section 82.604(h) of the Travis County Code, relating to geo-referencing of structures com pleted.

64.062 Development Permit Application.

(a)

(1) through (20) No Change.

(21) The information required by Section 82.931 of the Travis County 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 applicant to include all of the applicable information required by Section 82.931 of the Travis County 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 - L of the Travis County Code (relating to Water Quality Protection Standards);

(3) Allowing~~allowing~~ work to be covered so an inspection cannot be made;~~,~~ or

(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 Travis County 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~~c~~) No sewage treatment plant, septic tank system, or other on-site sewage disposal system shall be operated when there are floodwaters over any portion of the on-site sewage disposal system.

Title VII. Improvements -- Subtitle A. Roads

Chapter 82. ~~Standards for Construction of Streets and Drainage in Subdivisions~~Travis County Development Regulations.

Subchapter A

Section 82.001 is deleted and replaced with the following:

Section 82.001. Preamble. These development regulations have been adopted by the Travis County Commissioners Court to provide a framework for the orderly and efficient development of rural and suburban Travis County. The various departments, agencies, entities, and employees of Travis County are directed to implement these regulations and are authorized to do so as outlined herein.

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 and in Section 64.031 of the Travis County Code. 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. 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 revised in Section 82.002, 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 ~~A~~ reasonably detailed map or schematic drawing containing the following:

1. The boundaries of the entire development;

2. The names of adjacent platted subdivisions or the names of the record owners of adjoining unplatted property;

3. 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;

4. The layout and width of proposed arterials, thoroughfares and collector streets and the general configuration of proposed streets and alleys;

5. The general arrangement and designations of land uses, and any sites for special use (that is, for parks, open space, detention, or public facilities);

6. 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;

7. 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)~~ that 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 any 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 Section 82.002, as follows:

"Active Resource Extraction Area" means the area of a mine or quarry from which mineral resources are currently being extracted for sale at a particular time.

"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 or the production of timber and forest products.

"Alternative Post-Mining Use" means a use of land, other than for mining or quarrying, that occurs after mining or quarrying has ceased. To qualify as an alternative post-mining use, the land must actually be utilized for another purpose, such as for residential or commercial development, agriculture, or some other use. Abandonment in place, or use strictly as open space does not qualify as an Alternative Post-Mining Use.

"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 foot vertical for each one 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 has 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 has 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., and has 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.

"Concurrent Stabilization" for mines and quarries means a procedure by which resource extraction areas that will no longer be mined are being stabilized while mineral resources are still being extracted from other areas within the same facility. Stabilization activities may include backfilling, sloping, grading, re-vegetation, or the installation of temporary or permanent erosion control features.

"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 Site Notice" or "CSN" means a document signed and certified by the operator of a construction activity that results in land disturbance of equal to or greater than one acre and less than five acres of land indicating the operator's name, contact information, project description, and the physical location of the SWP3, and must be posted at the construction site prior to commencement of construction and maintained until completion in accordance with the requirements of TCEQ General Permit TXR150000.

"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.

"Conveyance" means curbs, gutters, man-made or natural channels and ditches, drains, pipes, and other 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.

“Erosion and Sediment Control Plan” or “ESC Plan” means the component of the SWP3 required under Section 82.935(g) that contains the construction plans approved by the County with the Basic Development Permit, including the ESC and BMPs necessary to address all items and site features identified in the Engineer’s Report.

“Facility” means any structure or building, including contiguous land, or equipment, pipe or pipeline, well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, aircraft, or any site or area.

“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 statutes and regulations.

“Industrial Activity” means any of ten 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 that 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, construction of or improvements to a drainage ditch or 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 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) that:

(A) Is 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) Is designed or used for collecting or conveying storm water;

(C) which is not a combined sewer; and

(D) 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 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. Outfall does not include sheet flow leaving a linear transportation system without channelization or a point source such as a curb cut or concrete traffic barrier with drains into an open culvert or roadside.

“Permanent Water Quality Control” means a permanent structure, system, or feature that provides water quality benefits by treating storm water runoff or preventing the discharge of pollutants. A permanent water quality control may be structural, such as a water quality pond, water quality detention pond, commercial pond, residential pond, or vegetative filter strip or it may be non-structural, such as a system or implemented plan for pesticide management. Permanent water quality controls include impoundments or impoundment systems designed to meet both water quality and flood detention requirements of this chapter.

"Person" means an individual, association, partnership, corporation, organization, business trust, political subdivision, 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:

(A) Includes 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; and

(B) Includes 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; but

(C) 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.

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

"Resource Extraction Area" means the area of a mine or quarry from which mineral resources have been, or will be, extracted for sale.

"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.

"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.

"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 notebook containing the approved SWP3 that is maintained up-to-date at the construction site by the owner or construction site operator.

“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 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.

82.101. Authority, Purpose, and Objective.

(a) No change.

(b)(1) – (2) No change.

(3) The County has authority under 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)), including:

(A) developing and implementing controls to reduce the discharge of pollutants from any conveyance or system of conveyance owned or operated by the County that is designed for collecting or conveying storm water;

(B) developing, implementing, and enforcing storm water management guidelines, design criteria, or rules to reduce the discharge of pollutants into any conveyance or system of conveyance owned or operated by the County that is designed for collecting or conveying storm water; and

(C) assessing reasonable charges to fund the implementation, administration, and operation of the stormwater permitting program as necessary to comply with federal or state program requirements.

(4) The County has authority under 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.

(c) – (e) no change

(f) Construction. The provisions of this chapter are to be liberally construed to give effect to their purpose and intent.

(g) Abrogation and Greater Restrictions. This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, the provisions of this chapter shall take precedence over any less restrictive conflicting law, order, ordinance, code, or official determination. All other

regulations inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only. For purposes of this chapter, the County Executive of the Travis County Transportation and Natural Resources Department shall determine which of these conflicting laws, orders, ordinances, codes, or official determinations are most restrictive, and his decision in this regard shall be final.

(h) Severability. If any provision of this chapter, or the application thereof, to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid portion, and to this end the provisions of this chapter are declared to be severable.

(i) 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. A person who violates this chapter is subject to any applicable administrative, civil, or criminal penalties.

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) A person who violates a rule or order adopted by the County pursuant to Chapter 573 of the Texas Local Government Code 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) enjoin a violation or threatened violation of a rule or requirement adopted by the County under Chapter 573 of the Texas Local Government Code; or

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

(2) Nuisances. An actual or threatened discharge to a Municipal Separate Storm Sewer that violates or would violate this chapter is hereby declared to be a nuisance.

(3) 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.

(4) 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.

82.106. Regulation of Division 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.

Subchapter B

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 and 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 name~~names~~ of each adjacent platted subdivision~~subdivisions or~~and the name ~~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, a preliminary identification of 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;

(H) Estimates of the amount of water to be used and wastewater to be generated in all phases of development, identification of the source(s) of the water, a description of the new or existing water and wastewater facilities that will serve the development, a statement by a qualified engineer or geoscientist that the water source and the water and wastewater facilities will be of adequate capacity to serve the development, the owner and operator of the water and wastewater facilities and the location of the development with respect to any applicable certificates of convenience and necessity, and the schedule for creating any entity that will own or operate the facilities; and~~.~~

(I~~G~~) The proposed location of ~~proposed~~ drainage courses and any necessary 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.

82.203. Preliminary Plan.

(a) No Change.

(b) Plan Standards Outside ETJ.

(1) through (20) No Change.

(21) The applicable water quality protection information of Section 82.931(a).

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 platted.

(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.

(26) The applicable water quality protection information of Section 82.931(c)

(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 82.945 of this chapter.

(e) – (f) 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

~~(C)~~(D) Whenever there is a change in the information of Paragraphs (A) – (C), 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 of Travis County, Texas, or Document Number _____ in 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, 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 Document~~.~~ Number _____ of the Official Public Records of Travis County, Texas 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. The entity has 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 or property owner's 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 includes 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. A development permit will not be granted until the~~The~~ design of the gates is~~must be~~ approved by the County ~~county~~, the emergency services~~service~~ provider, and, ~~where applicable,~~ any other governmental entity with jurisdiction.

(d) through (e) No Change.

82.207 Water Quality Protection~~Stromwater~~, 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~~no~~ 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 HLWO 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 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 that 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 that 640 acres;~~

~~(2) an intermediate waterway has a drainage area of more that 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 id 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 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 plant 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 manner it is calculated under~~ Section 82.944(b)(3) ~~82.211~~, Permanent ~~Lake Travis Watershed~~ Water Quality Control~~Protection~~.

(d) No Change.

Subchapter D

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 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. The County Executive may, in accordance with section 82.971, approve alternative street grades using low hydrologic impact techniques in roadway projects.

(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 dissipaters, rip-rap, level spreaders, linings, gabions, etc.~~

~~(iii) Prevent gullying 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 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) No change.

(7) A proposal for a driveway shall provide appropriate construction controls that will reduce or eliminate erosion and sedimentation impacts of the project.

Subchapter E

82.401 Construction Fiscal Security

(a) Requirement of Security

(1) The County will not approve a construction plan for a commercial development or development of a subdivision ~~is contingent upon~~until 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 development 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 are constructed and maintained 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.

(4~~3~~) 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 must include the cost for Travis County to complete all temporary erosion and sediment controls, and permanent stabilization work at the site.

(5~~4~~) 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 ~~of~~for 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 ~~terms~~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.

(6~~5~~) Substitution of Security. In the case of an 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 a case 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.

(~~6~~7) 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 ~~if no Security is in place at that time~~.

(B) For a construction project for which fiscal security for erosion and sediment controls is required under this chapter, the fiscal security 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.

(8~~7~~) 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 must 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 elects not to extend this letter of credit for an additional one-year period.

(9~~8~~) 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.

(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. In addition, 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, and 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 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 will not be allowed until 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.

(4~~3~~) 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.

(5~~4~~) 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.

(6~~5~~) 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) In order to obtain approval and filing of a plat, the Owner must post Security in the amount of ten percent 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)-(~~c~~d) 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.

(~~e~~f) Subdivision Construction Agreement.

In order to facilitate the construction of the Improvements, the administration of the Construction Security process, and the acceptance of completed public Improvements for maintenance, the Owner/Subdivider shall execute a Subdivision Construction Agreement in the form set out in the Appendix. The County Judge will enter into the Agreement on behalf of the County.

(g) If an owner, operator, or subdivider succeeds another owner, operator, or subdivider at a site, the County Executive may release the first owner, operator, or subdivider after the successor owner, operator, or subdivider 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 owner, operator, or subdivider that have not been transferred to the successor operator shall remain the liability of the first operator.

Subchapter F

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 are damaged, exhibit failures, permanent stabilization is not 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, specified vegetation is not fully established, 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 controls~~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~~ and any private 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.

(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

permanent 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~~B~~) Subgrade preparation.
(D~~C~~) Installation of underground pipe, conduit, and structures.
(E~~D~~) Processing first left of base.
(F~~E~~) Placing curb and gutter.
(G~~F~~) Processing final left of base.
(H~~G~~) 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 if a permanent storm water drainage structure has been constructed or if a setback from a waterway or critical environmental feature exists. This subsection applies in addition to the requirements of subsection (c).

(1) As part of the final inspection and completion approval process, the owner shall require its consulting engineer to provide the County Executive with record drawings of the permanent drainage system constructed for a project in a reproducible form. These record drawings shall comply with paragraph (c)(3) of this section and the requirements of paragraphs (2) – (5).

(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 the location of at least the following:

(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;

(B) the storm sewer piping extending underground between the inlet, outlet, and manhole structures; and

(C) setbacks for waterways, critical environmental features, and drainage easements.

(5) The record drawings shall include 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 format that is used by the County for maintaining the County's MS4 map.

Subchapter G

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 applicable construction and water quality protection ~~Standards~~requirements ~~outlined~~ set forth in 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~~ set forth in 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.

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. Permanent Water Quality Control Maintenance Requirements.
82.918. Fees.
82.919. Outreach in Lieu of Fees.
82.920. Fiscal Security.
82.921. Variances.

82.910. Purpose. The purpose of subchapters H - L is to set forth a consolidated set of water quality 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. Proper storm water management requires three primary types of erosion and sediment controls (ESC): erosion source controls, sediment controls, and permanent erosion/soil stabilization controls, as well as applicable other controls, pollution prevention measures, and permanent water quality control design measures. Storm water management designs must include a combination of these types of ESC in order to control storm water volume and velocity within a construction site, minimize the discharge of sediment and other pollutants, and effectively minimize or eliminate pollutant discharges.

82.911. Authority. In addition to other authority and the authority granted to it in Chapter 232 of the Texas Local Government Code 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, the Commissioners Court of Travis County adopts Subchapters H - K pursuant to its authority under:

(a) 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)), including:

(1) developing and implementing controls to reduce the discharge of pollutants from any conveyance or system of conveyance owned or operated by the County that is designed for collecting or conveying storm water; and

(2) developing, implementing, and enforcing storm water management guidelines, design criteria, or rules to reduce the discharge of pollutants

into any conveyance or system of conveyance owned or operated by the County that is designed for collecting or conveying storm water; and

(b) 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 – L apply to all unincorporated areas within Travis County, including areas within the ETJ of any municipality, except subdivision development within the ETJ of a municipality that has executed an 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.

82.913. Applicability.

(a) Subchapters H, I, K, and L apply to the review of the completeness of each new application for a preliminary plan, final plat, subdivision construction plan, residential development, single lot development, commercial development, and any development that requires a basic development permit.

(b) Subchapters H, I, K, and L apply to the review of the completeness of each application 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. A substantive revision requiring re-submittal includes those that revise the limits of construction, increases the area of land disturbance, or increases impervious cover to the project by greater than ten percent. Other substantial revisions requiring re-submittal include addition of a significantly new development activity, structures, requires a significant re-design of sediment controls, a sediment basin, permanent water quality control measures, the drainage plan, or a revision that would change a substantive term, condition, provision, or limiting parameter in an existing authorization. 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 any owner or operator of an approved development for which the County Executive has required implementation of specific water quality management practices at sites under construction.

(e) This subchapter applies to any owner of permanent water quality controls including any owner 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) Subchapter L applies to new applications for the commercial development for a quarry or a mine and to applications to amend or propose revisions to an approved commercial development for a quarry or a mine.

(g) Except as otherwise noted, Subchapters H, I, and K apply to the following applications:

(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 applications for utility placement, right of way construction, single lot or parcel construction, a driveway, or an on-site sewerage facility, that propose less than 10,000 square feet of impervious cover or where less than one acre of land would be disturbed which are subject to Section 82.934(a) and (b)(3) – (4), as a minimum, including following technical guidelines for erosion and sedimentation control provided by the County Executive and as described in Section 82.933.

82.914. Environmental Review.

(a) 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, an applicant for a project for which Subchapters H – L applies must submit a copy of the application for environmental review.

(b) Development within the Lake Travis watershed is subject to the provisions of the Highland Lakes Watershed Ordinance 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, submit 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 with the County staff. The meeting will focus on the

proposed land plan, slopes, buffers, critical environmental features, and water quality management practices for construction activities and permanent water quality control, and may include a site investigation.

82.916. Other Environmental Authorizations Required. It is the responsibility of each applicant to comply with all applicable federal, state, and local statutes, rules, and regulations.

(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) Any applicable municipal requirements if the proposed development is located partially or wholly within an extra-territorial jurisdiction of a municipality;

(6) The TCEQ industrial or municipal solid waste management requirements under Chapter 361, Texas Health and Safety Code;

(7) Texas Pollutant Discharge Elimination System requirements under Section 402 of the federal Clean Water Act, Section 26.027 of the Texas Water Code, or Section 26.040 of the Texas Water Code, including a TCEQ permit for waste discharge into or adjacent to water in the state, a Notice of Intent along with a Storm Water Pollution Prevention Plan for the discharge of storm water associated with an industrial activity; and

(8) If the application includes a proposal to construct a dam to impound water, the TCEQ Dam Safety requirements set forth in 30 Texas Administrative Code Chapter 299, and City of Austin Drainage Criteria Manual Dam Safety requirements, if the proposed development is within the City of Austin ETJ.

(b) Except as specified 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) In an instance where a development proposal is clearly not subject to one or more of the statutes, rules, or regulations listed in subsection (a), the County Executive may accept a statement from the applicant indicating documentation from a qualified professional is not necessary.

(d) If a receiving water of discharges associated with the development proposal is on the TCEQ List of Impaired Waters (relating to the CWA section 303(d) or subject to a Total Maximum Daily Load ("TMDL"), the County Executive may request that an Engineer's Report required by Section 82.935(b) to include additional information associated with the pollutant parameter(s) and designated or presumed use that does not meet the water quality standard, and any BMPs included in the construction plans to address these pollutants or TMDL requirements.

82.917. Permanent Water Quality Control Maintenance Requirements.

(a) Except as provided in Subsection (j), the owner of a permanent water quality control must apply for and comply with the requirements of a BMP Maintenance Permit. An owner or 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 by Section 82.953, the owner or the owner's legally-authorized assignee, shall submit a BMP Maintenance Permit application that includes the maintenance plan submitted with the permit application, revised if necessary, and the information necessary to verify that each permanent water quality control is in proper operating condition. An applicant for a BMP Maintenance Permit must remit the required, nonrefundable fee established by the Travis County Commissioners Court.

(d) A person who has obtained a BMP Maintenance Permit must maintain the permanent water quality control in proper operating condition in accordance with the approved

maintenance plan, the applicable technical criteria cited in Section 82.933, and any provisions established in the BMP Maintenance Permit.

(e) Upon written notice from the Inspector that corrective action is needed, the owner must perform the necessary maintenance actions enumerated by the Inspector to bring the permanent water quality control into proper operating condition.

(f) Not later than 30 days after a change in ownership or operation of a permanent water quality control, the new owner or operator must submit an application for a new BMP Maintenance Permit. When issued, the responsibility for the permanent water quality control transfers from the previous permit holder to the new permit holder.

(g) Except for a BMP Maintenance Permit issued to a utility district, subdivision of the state, or municipality, a BMP Maintenance Permit will be issued for a term not to exceed one year. The term of a BMP Maintenance Permit issued to a utility district, subdivision of the state, or municipality is a term not to exceed three years. 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 any necessary changes in maintenance or operation of the permanent water quality control that occurred since previous permit issuance.

(h) Each application for renewal or change in ownership or operation of a permanent water quality control must describe all maintenance activities identified in the BMP Maintenance Permit have been completed and provide a certification from the owner that the water quality control remains in proper operating condition. Based upon documentation or information that a permanent water quality control is inoperable or not fully functioning in accordance with its design, the County Executive may require a report from a Texas-licensed professional engineer certifying that corrective actions have restored the function and operation of a permanent water quality control.

(i) Effective Date. The owner or operator of a permanent water quality control authorized or completed on or after August 14, 2012 shall submit an application and be approved for a BMP Maintenance Permit prior to the issuance of the final Certificate of Compliance and release of the ESC Fiscal for the project by the County. .

(j) The County Executive will not require a BMP Maintenance Permit if the permanent water quality control is:

(1) located in a jurisdiction with territory that overlaps with the jurisdiction of Travis County and the jurisdiction 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) located within the City of Austin ETJ;

(3) a non-structural permanent water quality control, such as a plan for pesticide management, fertilizer use, or a personnel training plan, and the owner complies with Subsection (k);

(4) a permanent water quality control required for residential construction on one lot or parcel, and the owner complies with Subsection (k);

(k) The owner of the permanent water quality control identified in Subsection (j)(3) or (j)(4) must:

(1) submit, along with the application for a Travis County development permit, a maintenance plan, procedures, and information necessary to verify how any proposed permanent water quality control will be maintained in proper operating condition;

(2) maintain the permanent water quality control in proper operating condition;

(3) comply with the requirements of Subsection (e); and

(4) within 30 days after a change in ownership, submit a notification to the County Executive specifying the new owner's name, mailing address, legal lot description where the permanent water quality control is located, and an acknowledgement agreeing to maintain the permanent water quality control.

82.918. Fees.

(a) Except as provided by subsection (c), a person who seeks to obtain or renew a BMP Maintenance Permit must include with the application the nonrefundable fee established by the Commissioners Court for the specific application. For any renewal application received by the County more than 30 days later than the expiration date of the permit, a late fee will be assessed.

(b) Within 30 days after the County notifies a permit holder of the inspection results of the County's on-site inspection of the permanent water quality control that has been determined to be either inoperable or out of substantial compliance with the maintenance plan provided by the permit holder pursuant to 82.917(c), the permit holder must pay the County the re-inspection fee established by the Travis County Commissioners Court. Failure to pay a re-inspection fee within the required timeframe or to complete the corrective actions specified by the County may result in enforcement as set forth in Section 104.010.

(c) A BMP Maintenance Permit renewal fee will be waived if a complete renewal application includes documentation of sufficient employee and public outreach efforts 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 Travis County 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) 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 permit term when the materials were disseminated;

(3) A description of the geographic scope of the effort or the individuals, households, or business owners, as applicable, who were provided the information and the method by which the information was disseminated;

(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 of any written materials provided, so that the business owner can provide one copy to each employee.

(g) If the County Executive determines that the applicant's outreach efforts were not 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 and provide documentation of the additional outreach efforts to the County Executive. If the County Executive finds that the additional outreach efforts are sufficient, the County will waive the renewal fee. However, if the County Executive finds that the outreach efforts are still not adequate, the applicant must submit the renewal fee within 14 days after the date the County Executive sends notification of the finding to the applicant.

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) An applicant for a permit or plat may apply for a variance from the requirements of Subchapter H, I, K, or L. A variance may be sought on the basis that the imposition of the requirements of Subchapter H, I, K, or L for the issuance of a permit to the applicant constitutes an exceptional hardship or on the basis of presented data demonstrating that alternate technical criteria are justified by the site constraints and other similar factors and provide equivalent or greater water quality protection.

(b) An applicant may file a request for variance at any time before the applicant has complied with the provisions of this chapter. A request for a variance must be in writing, must be accompanied by a completed application, must include all information necessary to allow the Commissioners Court to make the findings specified in subsection (c) of this section, and must also specify:

(1) The particular requirement from which a variance is sought;

(2) The nature of the hardship presented by the imposition of the requirement including the estimated cost in dollars of complying with the requirement in comparison to the estimated cost in dollars of construction by the proposed alternative method, procedure, or maintenance;

(3) The proposed alternative method, procedure, or maintenance to be utilized in lieu of the required method, procedure, or maintenance that is proposed;

(4) How the alternative method or procedure will provide at least an equivalent level of environmental protection; and

(5) 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 Subchapters H, I, K, and L if it determines 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

(D) 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. 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. ESC Plan 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 Construction Storm Water 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. Subdivision Plat Notes.

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, a 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 construction storm water plan, 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 82.945; and

(4) The submittal requirements of this section do not apply to a commercial site development plan proposing a mine or quarry. An applicant proposing a mine or quarry must submit an application and include the information specified in Subchapter L).

(b) For a short form final plat, an application must include the information specified in subsection (a), except that the plan set forth in Subsection (a)(2) 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 setbacks regarding critical environmental features;

(2) The location of all critical environmental features and waterways with required setbacks and easements in accordance with Section 82.941;

(3) The location and dimensions of each easement to be used for placement of 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 82.945.

(d) For a subdivision construction plan or commercial site development construction plan:

(1) The application must include general construction notes that reference the SWP3, ESC Plan, and storm water management controls for the project in accordance with Section 82.935(g)(1) and (2) and Section 82.945;

(2) Except for small construction projects, the application must include:

(A) ESC Plan description information in standard format plan sheets or pages in accordance with Section 82.935(a), 82.935(c) - (f), and Section 82.945, except for projects disturbing less than one acre, in which case the applicant must prepare and submit an ESC Plan as set forth in Section 82.935(g);

(B) Site plan and detail sheets for the ESC Plan, in accordance with Section 82.935(g)(3), including other BMPs as appropriate, and Section 82.945;

(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 82.945;

(D) fiscal surety documentation for erosion and sediment controls in accordance with Section 82.401; and

(E) a maintenance plan, if a BMP Maintenance Permit will be required prior to issuance of a Certificate of Compliance, as set forth in Section 82.917.

(3) For a commercial site development that will use an OSSF, the application must include documentation 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, or at a minimum, the ESC and BMP plan of the SWP3 proposed to address the attribute(s) must be submitted for approval:

i. Land disturbance associated with one or more of the following proposed critical site improvements:

a. cut or fill that changes existing grade more than four vertical feet;

b. a slope of greater than ten percent; or

c. improvements closer than 50 feet from the centerline of a waterway without any type of platted waterway setback, or closer than 100 feet from a critical environmental feature without any type of platted setback;

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)(3) and is approved by the County Executive; and

iv. a low impact park development if it complies with Section 82.941(j)(4) and is approved by the County Executive.

(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 on which the applicant acknowledges 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 appropriate erosion and sediment measures if the development proposal will include more than 10,000 square feet of impervious cover and the area of land disturbance includes any of the project attributes identified in Section 82.931(e)(1)(B).

(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 acre of land will be disturbed and there is a single owner or operator, the applicant may submit a written request for 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 in an area outside of the City of Austin ETJ, an applicant must also submit a proposal for permanent water quality controls to meet the requirements of Sections 82.944 and 82.917(k).

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

(1) For a project with less than one acre of land disturbance, including a project that constitutes a small construction project, the applicant shall use ESC BMPs in the construction process, in conformance with Section 82.934(a) and (b)(3) – (4) and Sections 82.970 – 82.974. An applicant for a project with less than one acre of land disturbance but that does not constitute a small construction project, must prepare and submit an ESC Plan in conformance with Section 82.935(g).

(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 (as set forth in Subsection (d)), 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 when applicable to the project:

(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;

(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;

(3) In lieu of the submittal requirements set forth in (1) or (2), the CSN or NOI may be provided to the County Executive along with notice of the pre-construction conference required by Section 82.950(d), no later than two business days prior to the pre-construction conference.

82.932. Standards and Requirements for Technical Adequacy. Sections 82.933 – 82.945 and Sections 82.970 – 82.974 describe the standards and requirements that apply to applications under environmental review.

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 permanent water quality controls in eastern watersheds and in the ETJ of the City of Austin are those set forth in the City of Austin Environmental Criteria Manual as of August 14, 2012.

(2) Technical criteria for best management practices and permanent water quality controls in a Western Watershed, except within the ETJ of the City of Austin, are those set forth 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 allow alternate technical criteria and standard details, 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. Proper storm water management requires three primary types of ESC: erosion source controls, sediment controls, and permanent erosion/soil stabilization controls, as well as applicable other controls, pollution prevention measures, and permanent water quality control design measures. ESC shall be designed to include a combination of these types of ESC in order to control storm water volume and velocity within a construction site, minimize the discharge of sediment and other pollutants, and effectively minimize or eliminate pollutant discharges.

(b) Responsibilities of an Owner and Operator.

(1) The owner and the 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) 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 originates from construction activities on the project site and discharges off-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) If there is an accidental or intentional discharge of any pollutant 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. The person responsible must immediately take all necessary steps to ensure containment of a discharge source and cleanup of the released pollutants with appropriate permission from an affected landowner.

(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. In addition to the foregoing, a secondary operator must comply with the permit requirements for primary operators if there are no other operators at the construction site.

(6) Project Completion. The owner and primary operator are responsible for completing project construction, final grading, and final site stabilization as specified in the SWP3 and within the duration of the development permit before the project can be used or occupied. This includes following the sequence of construction, complying with the permanent

erosion and soil stabilization control requirements in Section 82.936(d)(3), and the final inspection requirements in Section 82.951(b)(10), in order to complete the project in a manner that limits the exposure time of disturbed soils to the maximum extent practicable.

(c) Qualifications for SWP3 Design and Inspection. For any project being constructed after February 14, 2014 that requires a Travis County development permit and a 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 the ESC Plan and Engineer's Report components of the SWP3.

(2) For projects required by this chapter 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 Texas-licensed professional engineer, 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.

(d) Each owner and primary operator must comply with all applicable requirements for Storm Water Pollution Prevention Plans and Best Management Practices for construction activities, as described in Sections 82.935 – 82.940 and Sections 82.970 – 82.974.

(e) Documentation of Rainfall Events. This subsection is applicable during any construction activity that disturbs ten or more acres of land at one time, including non-contiguous land disturbances that take place at the same time and are part of a larger common plan of development.

(1) The owner or operator shall place and maintain a rainfall gage at a location on site, subject to review by the Inspector, that will collect an accurate, representative rainfall sample. The gage shall be graduated at least in one-tenth inch increments with a capacity of at least five inches.

(2) The owner or operator shall inspect the gage within any 24-hour period during which any rainfall event has occurred at the site. The 24-hour rainfall quantity, date, time, and name of the person logging the result shall be recorded in a written log and the applicable SWP3 Inspection Report.

(3) The inspection of the gage must take place within one hour of the time the previous day's reading was logged, whenever there are successive rainfall events lasting more than 24 hours.

(4) The rainfall log shall be retained in the SWP3 Site Notebook and shall be readily available for review by the Inspector. At the request of the Inspector, a copy of the rainfall log shall be promptly provided.

82.935. Storm Water Pollution Prevention Plan.

(a) This subsection describes the required components and content of SWP3s as they apply to each type of proposed development activity and describes the time at which each component of the SWP3 must be submitted to the County or made available during the development approval process.

(1) For a project that is not a small construction project, the SWP3 must include the contents specified in (c) – (h) of this section for submittals associated with a subdivision construction plan or a commercial site development construction plan. The contents of the SWP3 consists of specific items placed within:

(A) an ESC Plan with the construction plans;

(B) the Engineer's Report; and

(C) the SWP3 Site Notebook.

(2) For a project with one acre or more of land disturbance, the SWP3 must include the contents specified in (c) – (h) of this section for submittals associated with a utility or construction in right-of-way project. The contents of the SWP3 consists of specific items placed within an ESC Plan with the construction plans, placed within the Engineer's Report, and placed within the SWP3 Site Notebook.

(3) For a utility or construction in right-of-way project with less than one acre of land disturbance, the SWP3 content requirements are specified in section 82.931(f)(1).

(4) The contents of the SWP3 may be placed entirely within the SWP3 Site Notebook in accordance with Subsection (h) for residential and other permit applications where the submittal does not require sealed construction plans prepared by Texas-licensed professional engineer.

(5) When required by Paragraph (1) or (2), the ESC Plan and Engineer's Report must be submitted to the County Executive for approval with construction plans as part of an application for a development permit.

(6) The SWP3 Site Notebook must be prepared and completed no later than the time when the Construction Site Notice is required to be posted or Notice of Intent is required to be submitted to the TCEQ, and it must be available for review at the pre-construction conference.

(b) The contents of the SWP3 must provide equivalent or greater environmental protection 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) . Each of the components of the SWP3 must meet all technical standards specified in this section, Sections 82.936 – 82.940, and Sections 82.970 – 82.974.

(c) Site and Project Description. The Engineer's Report component of the SWP3 must be consistent with the criteria specified in the City of Austin Environmental Criteria Manual Section on Water Quality Management, as well as any additional criteria required by the LCRA HLWO Technical Manual if a project is located outside of the City of Austin ETJ and within a Western Watershed. Every Engineer's Report, regardless of the location of the project, 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 construction plans or SWP3 Site Notebook 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), the City of Austin Environmental Criteria Manual, 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 construction plan sheets;

(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 ESC Plan and other 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) A time line describing the total months estimated from the start of construction to the completion and final stabilization of the site 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 Notice of Intent or Construction Site Notice 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. Department of Agriculture;

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

(C) For a subdivision or commercial site development project 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 15 percent grade, a 15 to 25 percent grade, a 25 to 35 percent grade, and a greater than 35 percent grade. As an alternative, composite slope gradients for the individual drainage areas in the site drainage plan may be added on the ESC Plan sheet drainage areas maps required by Subsection (g)(3)(G).

(7) A description of 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, and a description of the BMPs included in the construction plans to address these areas;

(8) The name, and segment number, if applicable, of receiving waters at or near the site that may receive discharges from disturbed areas of the project, including the USGS stream type: ephemeral, intermittent, or perennial;

(9) The location, description, and authorization number or identifier of any support activity that are intended to be authorized under the owner or primary operator TCEQ Notice of Intent or Construction Site Notice 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 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).

(d) Erosion and Sediment Control Plan and BMPs. The Engineer's Report component of the SWP3 must include a summary that:

(1) describes all of the ESCs 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 of the volume of sediment basins; and

(5) if requested by the County, calculations for sediment controls other than sediment basins must be submitted to verify sizing, sediment removal performance, or appropriateness of the chosen sediment control.

(e) Permanent Storm Water Controls. The Engineer's Report component of the SWP3 must include a summary that 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.

(f) Other Controls and Pollution Prevention Measures. The Engineer's Report component of the SWP3 must include a description of any other controls and pollution prevention measures selected for the project necessary to meet all applicable requirements in Section 82.937 and that will be included in the construction plans. The selected controls and measures must address each non-storm water discharge control, staging and stockpile area management, fill and spoils management and disposal and construction support activity control. If requested by the County Executive based on the significance or location of the controls, the Engineer's Report and construction plans must also describe specifications for hazardous substance management, materials inventory and management, and spill prevention and controls.

(g) ESC Plan. The ESC Plan component of the SWP3 must include construction plan sheets showing each site plan, specifications, plan details, and implementation requirements for the ESC and other BMPs selected for the project. The construction sheets shall be consistent with

Section 82.301(c), relating to Engineer's Construction Plan Requirements, the City of Austin Environmental Criteria Manual Section on Water Quality Management, as well as any additional criteria required by the LCRA HLWO Technical Manual when a project is located outside of the City of Austin ETJ and within a Western Watershed. Regardless of the location of a project, the plan sheets shall also include the following:

(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 pertinent to the project, shall be consistent with the SWP3 Site Notebook, other sheets of the construction plans, and the Engineer's Report.

(B) The County Executive will make available additional SWP3 and ESC Plan-related standard notes for the construction plan sheets. These standard notes will be prepared and made available to applicants, and may be updated from time to time. Generally, these notes will specify requirements of inspection and maintenance, supplement the requirements of paragraph (g)(3), and will address requirements pertaining to Other Controls and Pollution Prevention Measures. The County Executive has discretion to allow modification of standard notes for customization to specific projects.

(C) The sequence of construction and BMP implementation shall meet all the requirements listed in paragraph (c)(3) and must be identical to the SWP3 Site Notebook.

(3) ESC Plan Sheets. In addition to items listed in Section 82.301(c)(3), the following items shall be included in ESC Plan 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 final 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 its 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 its 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 its 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) If known, 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 all applicable technical criteria requirements set forth in Section 82.933.

(h) SWP3 Site Notebook.

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

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

(3) A master checklist shall be included in the SWP3 Site Notebook that cross references the location of all required contents of the SWP3. A cross reference must be included of where the details, specifications, schedule of implementation, drainage plans, and site plans for individual controls are located in the construction plan sheet(s).

(4) The SWP3 Site Notebook must include a description of all Other Controls and Pollution Prevention Measures selected to meet the requirements of Section 82.937. This includes specified controls listed in subsection (f) and described in the Engineer's Report. or included in the construction plans, as well as controls and measures for solid waste and hazardous substance management, materials inventory and management, and spill prevention and control.

(5) The SWP3 Site Notebook must include either an original or a copy of 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.

(6) In the event of any conflicts between the content in the SWP3 Site Notebook and the content in construction plans approved by Travis County with the development permit, the content of the construction plans shall take precedence.

(7) Maintenance and Inspection Description. The SWP3 Site Notebook must include a summary that describes how the maintenance, training, and inspection requirements for the SWP3 meets the applicable requirements of this chapter. The summary shall include:

(A) 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);

(B) The name, qualifications, and contact information of each qualified individual who has been designated by the owner to conduct SWP3 inspections;

(C) The schedule for SWP3 monitoring inspections and reports;

(D) 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

(E) The SWP3 Site Notebook must include the name and contact information for the primary operator with day-to-day operational control of the construction site and the qualified SWP3 inspector and, if the name and contact information 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.

(F) 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.

(i) Revision of the SWP3.

(1) The SWP3 must include an implementation schedule for revisions that complies 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 any 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) An investigation or inspection conducted by the operator, as required by Section 82.951 indicates that the SWP3 is 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) Minor 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 including 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, and similar factors.

82.936. ESC Plan Best Management Practices.

(a) General. Temporary and permanent ESC and BMPs implemented in an ESC Plan 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, and plans. The 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. ESC Plan 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 the ESC Plan 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. For each construction site, the site specific factors identified in paragraphs (1) – (5), where applicable, must be given primary consideration and priority in selecting the:

(i) Erosion and sediment controls set forth in subsection (d);

(ii) Applicable BMPs set forth in Section 82.937 ; and

(iii) ESC Plan standards for roadways and drainage channels set forth in Section 82.970 :

(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 construction features 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:

(i) construction features in areas with priority critical site characteristics as described in paragraph (2);

(ii) cut slopes and fill embankment slopes exceeding ten percent grade, including side slopes of permanent storm water ponds;

(iii) designed drainage channels, swales and concentrated flows;

(iv) stream crossings, bridges, culverts, and the runoff discharge from the approaches on each side; and

(v) storm water outfalls and any features contributing excessive sediment load or pollutants to the outfall discharge.

(2) Priority Critical Site Characteristics. ESC Plan design measures must address and correspond to the critical site characteristics of a disturbed soil area and minimize the potential adverse off-site discharge impacts to the maximum extent practicable. In particular, increased levels of ESC measures will be required to address disturbed soil areas with any of the following priority critical site characteristics:

(A) Slopes greater than ten percent, slopes between five and ten percent with slope lengths greater than 50 feet, and slopes between two and five percent with lengths greater than 100 feet;

(B) Areas located within a distance of 150 feet from the centerline of a waterway (including ephemereal, intermittent, or perennial surface waters) or a critical environmental feature; and

(C) 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.

(3) Construction Project Type. The type of project being constructed must guide the applicant in the selection of the ESC Plan 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. 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 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 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 must be preserved where feasible. Disturbance of steeper and longer slopes should be minimized. Soil compaction must be minimized and surface roughening or texturing must 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), 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 set forth in Section 82.937(b)(3) must be used to minimize discharges from staging and stockpiling areas during the construction process. The fill and spoils management and disposal requirements set forth 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 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 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, if 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 specified in the ESC 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 retention blankets, or riprap, as appropriate. If feasible, the operator must also implement stabilization of other portions of the construction site early in the sequence of construction. Re-vegetation must be initiated and completed for all 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. The County can consider approval of minimizing topsoil placement or other alternate final stabilization measures for selected areas with very high levels of critical site characteristics and high erosion potential, on a case-by-case basis.

(C) Seed, mulch, soil retention blankets, 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.

(D) Stabilization of disturbed areas must 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 maximum extent practicable in accordance with the applicable technical guidance 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. The primary operator may be required to cut back the height of

temporary annual vegetation if it is necessary to allow the specified permanent, perennial vegetation to successfully establish.

(F) Except as allowed by (G), if 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 14th 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) The County Executive will consider requests for extensions to the initiation or completion time periods listed in clauses (i) – (iii) only 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, or if the County Executive approves an owner's request for 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. After performance of final stabilization at the site in accordance with the contract, the fiscal surety is then refunded by the County Executive to the owner.

(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 Plan 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 and the ESC Plan must specify the BMP measures selected. 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, or 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; however, temporary fill placement is allowable in situations where the fill quantity is less than the increase in floodplain capacity caused by a mining project. 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 personnel training on product and safety information, and procedures must 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, when applicable. 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, the ESC Plan, 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 Plan 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 Plan 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. ESCs 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 ESC Plan BMPs must be coordinated with the Inspector and performed in accordance with Section 82.935(i).

82.939. Preliminary Construction Storm Water Plan. The preliminary construction storm water plan required pursuant to Section 82.931(a)(2)(ii) for a preliminary 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 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.

(2) 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.

(3) The other controls and pollution prevention measures 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.

(4) 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) Except for crossings or activities approved as set forth in Subsection (j), 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, except as provided by paragraph (4):

(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.

(4) The width of a critical environmental feature setback for an Edwards Aquifer karst or recharge feature may be reduced if evidence is provided by the applicant that the TCEQ has approved of the lesser width in accordance with the requirements or guidance specified for the Edwards Aquifer Protection Program.

(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 and irrigation are 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 and within the City of Austin ETJ in a western 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 that is 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 within the setback zone parallel or sub-parallel to the waterway.

(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. Whenever possible, the natural drainage features and patterns must 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. All requests for exceptions to waterway setbacks must be included as a part of the application submittal required by Section 82.931. Exceptions that may be approved include:

(1) The County Executive may approve limited utility and roadway crossings. However, 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 a necessary waterway crossing of a wastewater line in a waterway setback in accordance with the following procedures and guidelines:

(A) An applicant must provide an environmental assessment that concludes the alignment is the most appropriate alternative, based on an evaluation of the effects of alternative wastewater line alignments.

(B) 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.

(C) Except for a necessary crossing, a wastewater line in a waterway setback must be located outside the two-year floodplain.

(3) 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.

(4) 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 and drainage patterns or increase erosion. A low impact park development cannot include a stable or corral for animals.

(5) Drainage retention basins and floodplain alterations are permitted in a waterway setback if they comply with the requirements of Chapter 64 of the Code.

(6) 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 permanent 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, relating to development restrictions in a floodplain.

82.942. Environmental Assessment.

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

(1) a residential subdivision development of ten acres or greater and proposing ten or more lots or a non-residential subdivision development of ten acres or greater;

(2) a commercial, utility, or right-of-way development of three acres or greater;

(3) a commercial, utility, or right-of-way development of less than three acres and greater than 10,000 square feet impervious cover, in which case 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, in which case only (b)(1) of this section applies.

(b) Except as otherwise provided in Subsection (a), each 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 comply with 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 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.

(4) Cut and fill located on a slope with a gradient of more than 15 percent must include appropriate BMPs to prevent erosion, including diversion of surface water runoff; use of terraces; soil retention blankets, mulch, riprap or structural containment; establishment of mixed vegetation (such as forbs, shrubs, trees); or similar controls.

(5) Cut and fill may not be located within 100 feet of the centerline of a waterway with 64 or more acres of drainage.

(6) Every cut and 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.

(7) The design and structural integrity of fill areas associated with residential lot construction must be consistent with the U.S. Department of Housing and Urban Development guidelines established in Data Sheet 79g entitled "Land Development with Controlled Earthwork" (1973). The County Executive may require that a proposal for fill for a residential construction project that includes critical site improvements as defined in section 82.936(c)(1) include design plans and specifications prepared and sealed by a Texas-licensed professional engineer.

(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)(3), and (a)(4) 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 must provide accurate site plan information regarding the location, size, boundaries, depth, grading, and erosion control measures for proposed filling activities.

(2) 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) All temporarily placed 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 development permit application that proposes permanent disposal or temporary storage of fill material covering one acre or more 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 permitted activities, is subject to the following special requirements:

(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, each source of the fill, 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 approximate date 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 project's lack of compliance with the development permit and the requirements of this section.

(C) Upon written notice of revocation, the permittee must complete all final stabilization activities for all disturbed areas, in accordance with the requirements of Section 82.936(d)(3) and within the timeframe set forth in the notice of revocation.

(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 and inert construction rubble may be used as fill. Protruding metal must be removed from concrete and 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) Every proposed development in an area outside the City of Austin ETJ that includes the addition of greater than 10,000 square feet of impervious cover, every proposed subdivision, and every proposed commercial site must include permanent water quality controls 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), if a proposed project would create localized points of erosion or pollutant discharges sources and if the County Executive determines there are factors that may affect water quality such as the added volume of runoff, lot sizes in the subdivision, the location and proximity of impervious cover sections of the development to the 691 foot mean sea level contour line, the 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) Each permanent water quality control must be designed in accordance with the City of Austin Environmental Criteria Manual. The permanent water quality

control must provide at least the treatment level of a sedimentation / filtration system described in the City of Austin Environmental Criteria Manual.

(2) A permanent water quality control must capture, isolate, and treat the water draining to the control from the contributing area. A permanent water quality control must be constructed if 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 permanent 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 maintain all permanent water quality controls in a proper manner that is consistent with County and other applicable standards, including the BMP Maintenance Permit requirements of Section 82.917.

82.945. Subdivision Plat Notes.

(a) The following plat notes related to requirements in this Subchapter shall be included on each 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 allowed if it is located at least 50 feet from the edge of 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, and other alterations except when specifically approved in a Travis County development permit.

(4) Before beginning construction activities on a subdivision lot, the owner must obtain a Travis County development permit and, when applicable, implement a Storm Water Pollution Prevention Plan (SWP3). The SWP3 requires implementation of temporary and permanent Best Management Practices , 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 compliance with all applicable standards and requirements of the Travis County Code. See Document _____.

(6) An activity that may adversely affect a tree of eight inches or more in trunk diameter (measured at four feet height above the ground) 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 Texas Administrative Code, Chapter 213;

(4) Clearly marked and labeled, the location and dimensions of any easement for placement of a permanent water quality control required by the Travis County Code, or required by another jurisdiction;

(5) The 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. SWP3 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.

82.950. SWP3 Pre-Construction Conference Required.

(a) Except as described in Subsection (g), the SWP3 pre-construction conference requirements of this section apply to every project for which a SWP3 must be submitted to the County for approval.

(b) The requirements of this section are in addition to any applicable pre-construction conference requirements of Section 82.603(d).

(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) The owner or owner's designated representative shall provide notice of the SWP3 pre-construction conference and a copy of the approved plans for the development to the following persons or entities at least two business days 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.

(e) 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 by the Inspector of the installation of the first phase of the project's erosion and sediment controls before the construction activities can commence. Participants must evaluate the adequacy of the SWP3 utilizing 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 the ESC Plan 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.

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

(g) The requirement for a pre-construction conference does not apply to construction on a single family residential lot, unless so specified in a 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 Travis County development permit:

(1) The owner or operator shall post at the construction site a copy of the TCEQ Construction Site Notice ("CSN") and, if the project disturbs five or more acres a copy of the TCEQ Notice of Intent ("NOI"). No later than two days before the start of construction, the owner or operator must provide the County Executive a copy of the TCEQ CSN. 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 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 Plan 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 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.

(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 alternative schedule, with representative inspections in accordance with the TCEQ General Permit, if the owner or operator submits supporting documentation to the County and the County approves the alternative schedule.

(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 practical.

(8) The SWP3 inspection must include inspection of the site for compliance with all applicable SWP3 requirements. Areas of the construction site that must be inspected and items to be included in the SWP3 Inspection Report are described in Subsection (c).

(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(i).

(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 primary operator must not submit a Notice of Termination until after the primary operator has obtained a Certificate of Compliance for the project 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 vegetative coverage is attained.

(C) The requirement for a final inspection and certificate of compliance 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. Regardless, residential lot construction must comply with all applicable SWP3 and ESC Plan measures and requirements of this Chapter prior to submission of the Notice of Termination, including construction sequence, final completion schedule, and final site stabilization.

(c) SWP3 Inspection Areas and Report Contents.

(1) SWP3 inspections must cover all areas of the construction site to determine whether SWP3 and ESC Plan BMPs are fully implemented and operating as required, and to determine if there is evidence of, or the potential for, pollutants entering the drainage system and discharging off-site. Areas of the construction site that must be inspected include each:

(A) disturbed area and approved limits of construction, and evaluation of all disturbed areas and critical site improvements for compliance with requirements for initiation of temporary or permanent stabilization based on the approved sequence of construction or cessation of construction activities;

(B) area undergoing temporary stabilization measures or permanent vegetation establishment;

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

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

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

(F) structural control, including any sediment pond, sediment trap, and drainage diversion;

(G) perimeter and interior sediment control measure;

(H) haul road and location where vehicles enter or exit the site, and each adjacent roadway for evidence of off-site sediment tracking;

(I) waterway crossing and each area adjacent to a surface water or critical environmental feature; and

(J) 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.

(2) For each scheduled SWP3 inspection required by subsection (b), 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. The SWP3 Inspection Report shall contain notations on inspection findings, the site's compliance status with the BMPs in the SWP3, and the approved ESC plan for the areas listed in paragraph (1), including:

(A) compliance with applicable erosion source controls, including site phasing, sequence of construction, drainage diversion, temporary and permanent fill disposal and stockpile management;

(B) compliance with sediment controls, including perimeter and interior controls, sediment traps and basins;

(C) compliance with permanent erosion and soil stabilization controls, including initiation of temporary or permanent stabilization based on the sequence of construction or cessation of construction activities, including stabilization of critical site improvements;

(D) compliance with applicable other controls and pollution prevention measures;

(E) all locations of discharge of sediment or other pollutants from the site and each disturbance beyond the approved limits of construction;

(F) 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;

(G) all locations of a BMP that failed to operate as designed or proved inadequate for a particular location;

(H) all locations where an additional ESC or BMP is needed;

(I) rainfall dates and amounts, in accordance with Section 82.934(e) if required by that section, and if not required by Section 82.934(e), then based upon accurate rainfall data in close proximity to the site; and

(J) all corrective actions required for any non-compliant items and the schedule of completion for these items.

(3) 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. ESC Plan Standards for Roadways and Drainage Easements.
82.971. Low Impact Development Design.
82.972. Native Vegetation.
82.973. Tree Preservation.
82.974. Responsibility for Unaccepted Roadways.

82.970 ESC Plan Standards for Roadways and Drainage Easements.

(a) Temporary and permanent ESC Plan design for roadway right-of-way and drainage easement areas must comply with the technical criteria and standards in Sections 82.933, 82.936, 82.937, and 82.940, 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.

(b) The temporary ESC plan during construction must 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.

(c) 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 the following special considerations for slopes and embankments:

(A) Disturbed roadside slopes in excess of ten percent grade must be covered with temporary mulch or soil retention blankets or equivalent methods in addition to seeding to achieve permanent vegetative stabilization, if 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 associated with 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 open channel from high shear stress, through vegetation, lining, soil retention blankets, a permanent berm structure, a 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) Structural hardening for flow line protection in addition to the measures described in subparagraph (A) must be considered for open channels with flow line grades between two to five percent 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 if the open channel grade exceeds five percent.

(E) If heterogeneous soil conditions or stratigraphy are present in the open channel, such as exposed bedrock or subsoil layers of varying hardness, the additional measures or alternatives specified in (A) – (C) must be used to achieve effective final stabilization.

(F) Channel volume, velocity, and 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 in accordance with Section 82.302(g) and the corresponding exhibits or using an alternative driveway approach that is 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. Low Impact Development Design.

(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 must comply with 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. The use of the alternative design criteria set forth in Subsection (a) may be applied to Travis County improvements and maintenance to County-owned or leased land, easements, and rights-of-way, including County road, park, or facilities operation and maintenance activities. Additionally, the criteria may be applied to development permit and plat applications of any type.

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 and 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.

(e) 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 this section 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.

82.973. 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 must 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* as of August 14, 2012. 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 of 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 guidelines;

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

(3) includes an analysis of design constraints, clear zones associated with roadway design, 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 any pollution, discharge of pollutants, and 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 set forth in Section 82.970 and Sections 82.933 - 82.940.

Subchapter L. Mine and Quarry Water Quality Protection.

82.980. Applicability and Scope.
82.981. Exempt Activities.
82.982. Pre-Proposal Requirements.
82.983. Submittal Requirements for Environmental Review.
82.984. Other Local, State, and Federal Regulations.
82.985. Resource Extraction Plan.
82.986. Monitoring of Storm Water Discharges.
82.987. General Water Quality Protection Standards.
82.988. Setbacks from Critical Environmental Features and Waterways.
82.989. Permanent Water Quality Control.
82.990. Stabilization Plan.
82.991. Fiscal Security.

82.980. Applicability and Scope. This subchapter applies to proposals to develop land for the purpose of mining or quarrying. This subchapter addresses application submittal requirements, best management practices for the control of pollutants discharged in storm water as a result of mining or quarrying activities, and site stabilization following completion of mining or quarrying.

82.981. Exempt Activities. The following activities are exempt from the requirements of this subchapter, but such activities must comply with all other applicable requirements of this Chapter and Chapter 64 of the Code:

(a) Excavations or grading solely for domestic or farm use when carried out at a residence or farm;

(b) 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;

(c) Excavations for building construction purposes conducted on a building site; and

(d) Quarry or mine sites where less than one acre of total affected acreage occurs over the life of the quarry or mine.

82.982. Pre-Proposal Requirements. 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 purpose is to discuss potential disturbed areas, slopes, setbacks, water diversions, and water quality management practices. The meeting may include a site investigation. The applicant may be requested to modify the proposal before it is submitted as an application, in order to reduce pollutant discharges to the maximum extent practicable. 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.

82.983. Submittal Requirements for Environmental Review.

(a) In addition to any other requirement of the Travis County Code, an application for a quarry or mine must include the information specified in this section.

(b) Unless waived as specified in paragraph (9), the proposed commercial site development plan and construction plan application for a quarry or mine 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) Permanent water quality controls for areas of the site specified in Section 82.989 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;

(3) A hydrologic report certified 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;

(4) A Resource Extraction Plan, in accordance with Section 82.985;

(5) General construction notes that reference the SWP3 and storm water management controls for any portion of the site that does not drain to a resource extraction area, in accordance with Section 82.935(g)(1) and (2);

(6) Except for small construction projects, the application must include for any portion of the site that does not drain to a resource extraction area:

(A) SWP3 description information in standard format plan sheets or pages in accordance with Section 82.935(c) - (f) and (h);

(B) SWP3 ESC site plan and detail sheets, in accordance with Section 82.935(g)(3), including other BMPs as appropriate; and

(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);

(7) A stabilization plan and cost estimate to implement the plan in accordance with Section 82.990 and that describes the fiscal security that will be posted to ensure final stabilization of the site, in accordance with applicable provisions of Section 82.991;

(8) For a quarry or mine 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; and

(9) On a case-by-case and limited basis, the County Executive may waive the requirement for an applicant to submit an environmental assessment, hydrologic report, or resource extraction plan. 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 proximity or potential impacts on surface water quality. Submittals that are waived will be communicated in writing after review of the applicant's written justification for waiver and after the pre-proposal concept plan meeting specified in Section 82.982.

82.984. 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;

(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.

82.985. Resource Extraction Plan. A resource extraction plan shall be certified by a Texas-licensed professional engineer, or other qualified professional (i.e. a registered landscape architect or a licensed professional geoscientist), and submitted with the permit application. Each resource extraction plan must:

(a) Show the anticipated 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. Paper construction sheet submittals must be at a scale no greater than one inch equals 400 feet on 24-inch by 36-inch document sheets. As an alternative, digital construction plan sheets will be accepted when prepared in a commonly available format.

(b) Include a general description of material to be extracted on a cross-section profile.

(c) Show the planned initial location of all haul roads, equipment, office and facilities, and materials handling areas.

(d) Describe all initial necessary measures and installations for diversion and drainage of runoff from the site to prevent pollutant discharges to a waterway or wetland and describe all runoff diversions that may drain to a neighboring property.

(e) Provide notes on operational storm water controls for all areas of initial land disturbance.

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

(g) Describe general planned practices for material management, including planned extraction and replacement practices, overburden storage practices, procedures for accepting potential fill material in accordance with Section 82.990(b)(6), and general planned restoration practices.

82.986. Monitoring of Storm Water Discharges.

(a) If a discharge to a waterway or wetland of storm water associated with quarrying or mining will occur from the proposed site, then the facility must comply with all applicable federal, state, and local regulations.

(b) If a discharge is to be covered under the TCEQ Industrial Multi-Sector General Storm Water Permit, then the owner or operator can use applicable portions of the required SWP3 as the basis for a surface water monitoring plan, but shall monitor at least once per quarter when a representative discharge occurs, for total suspended solids.

(c) Monitoring data shall be readily available for Inspector review. At the request of the Inspector, documentation of the monitoring and results shall be submitted to the County within five business days of the request.

82.987. General Water Quality Protection Standards.

(a) ESC Control. Erosion and sedimentation shall be controlled by the owner and operator throughout the quarry and mine process and during the stabilization and reclamation phases, in order to ensure that any discharge to a waterway complies with all applicable effluent limitations and requirements of a U.S. Environmental Protection Agency, TCEQ, or other discharge permit.

(b) Temporary Stabilization Requirements. Any disturbed area, including an overburden stockpile that is observed to be the source of excessive sediment in runoff, shall require improved BMP's, such as re-vegetation, sediment capture, or other suitable methods, to minimize erosion or runoff of sediment-laden storm water to a waterway.

(c) 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, until all portions of the site have been stabilized as necessary to protect surface water quality, or the property has been returned to an alternative post-mining use. The alternative post-mining use will be subject to all applicable federal, state, and local rules, including requirements in the Travis County Code.

(d) For a project area discharging to a resource extraction area, an applicant shall use drainage diversions or other BMPs as necessary to prevent sediment from discharging into karst features. 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.

(e) 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.

82.988. Setbacks from Critical Environmental Features and Waterways.

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

(b) In addition to the requirements of Section 82.921, a variance from a minor waterway setback may be approved by the Commissioners' Court based on an environmental assessment by the applicant that a minor waterway does not exhibit significant aquatic and riparian resource value, defined bed and banks, and a change in hydrologic functions detrimental to the waterway downstream.

82.989. Permanent Water Quality Control. Permanent water quality controls must be provided for areas of the site that are to be developed and that do not drain into a resource extraction area. The applicability of permanent water quality control standards is based upon watershed location in accordance with Section 82.944. For a site in an eastern watershed, the requirements of Section 82.944 apply along with any additional criteria specified in section 1.3.4 of the City of Austin Environmental Criteria Manual, relating to Pollutant Attenuation Plan.

82.990. Stabilization Plan.

(a) Each application for a Travis County development permit must include a stabilization plan. The stabilization plan must describe how the site will be stabilized 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 ensure the site is left in a condition that has stabilized land surfaces, provides for human safety, and is suitable for the applicant's proposed post-mining land use. Concurrent stabilization shall

be conducted, whenever feasible, to minimize the land area disturbed by mining or quarrying at any given time. The plan must provide for complete stabilization of each area of the site following completion of mining or quarrying while mining or quarrying continues on other portions of the site.

(b) Each stabilization plan shall describe:

(1) the overall plan for the mine or quarry stabilization activities including methods (such as concurrent stabilization), proposed phases of stabilization for each particular area of the site, and a time schedule, including interim milestones and final completion;

(2) proposed stabilization for each area of the site such as protected riparian corridor areas, restoration of disturbed areas, areas of re-vegetation, and areas where future development is planned;

(3) specific methods to establish vegetative cover within two-years of completion of each phase of excavation, except as required by paragraph (8), to restore areas to conditions compatible with what existed prior to the excavation, except on quarry walls, flooded areas, and areas that are designed to be flooded over time, including within two-years of final completion of all resource extraction at the permitted site, unless the site has been entered into an alternative post-mining use;

(4) those structures, temporary haul roads, and storage areas that will be removed 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;

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

(6) if applicable, 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 and as described in Section 82.943(d);

(7) a detailed cost estimate for the construction that is necessary to completely implement the mine or quarry stabilization plan and that is consistent with the requirements of Section 82.991; and

(8) for each area of the site with disturbed land cover that drains to a waterway, the schedule and requirements for final stabilization must comply with Section 82.936(d)(3).

(c) The stabilization plan must be approved by Travis County and fiscal security shall be posted in accordance with Section 82.991 prior to issuance of the Travis County development permit for the site.

82.991. Fiscal Security.

(a) Within the City of Austin ETJ, fiscal security pertaining to site stabilization of the quarry or mine shall be posted with the City of Austin and evidence of the fiscal security shall be provided to Travis County.

(b) In areas outside the City of Austin ETJ, fiscal security shall be posted with Travis County unless there is a legal agreement between Travis County and another jurisdiction that assigns fiscal security to another entity. The following requirements and procedures shall apply:

(1) Filing. Following approval of the mine or quarry stabilization plan, and as a condition of approval of the Travis County development permit, the applicant shall file fiscal security payable to Travis County. The fiscal security shall provide that the owner or operator shall faithfully perform all requirements for site stabilization necessary to adequately protect surface water quality.

(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 stabilization initiatives or concurrent stabilization, according to the approved stabilization plan. The amount of the fiscal security may be reviewed once every five years by the County Executive to assure it equals outstanding stabilization 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 stabilization. The period of fiscal security is dictated by the period of time approved in the stabilization plan to establish the post-mining land use. The Travis County development permit will remain active while at least a portion of the fiscal security is still in place, and until the operator requests, in writing, for the permit to be closed. The fiscal security will remain in place, for the portions of the site not already released, until the site stabilization is successful and complete implementation of the stabilization plan has been achieved.

(3) Form of Security. Travis County will accept the fiscal security instruments described in Section 82.401(a)(5) – (6).

(4) Certification of Completion and Release. The owner or operator shall file a notice of completion with the County at the time the operator determines that stabilization 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 stabilization has been carried out in accordance with the stabilization plan.

(5) Reduction of Security. A partial release of the fiscal security can occur if the County determines that compliance with a portion of the stabilization plan has been achieved and requires no waiting period. After the County determines that stabilization is complete, or that the site has been entered into an alternative post-mining use, a certificate of completion will be issued to allow release of the fiscal security.

(6) Collection on Security. In the event any or all of the stabilization fails to meet the requirements specified in the approved stabilization plan, and the owner or operator fails

or refuses to correct deficiencies of implementation specified in writing by the County Executive, the County may collect the security to complete the stabilization plan. Additionally, the County may draw upon any security that is posted, for reasons specified in Section 82.401(b)(3).

(c) Assessment of Stabilization Success. A quarry or mine site, or portion of a site, is considered to have achieved final stabilization, or to be returned to an alternative post mining use if the owner or operator can demonstrate that it has accomplished either the conditions specified in (1) or (2):

(1) Final Stabilization. To achieve final stabilization, the operator shall ensure that all of the following requirements have been met:

(A) Storm water runoff that comes into contact with raw materials, intermediate byproducts, finished products, and waste products does not have the potential to cause or contribute pollutants to the runoff.

(B) Soil disturbing activities related to mining at the site or portion of the site have been completed.

(C) The site or portion of the site as identified in the stabilization plan has been stabilized in accordance with the approved plan to minimize soil erosion.

(D) If appropriate depending on the type, location, or size of the site and its the potential to contribute pollutants to storm water discharges, the site or portion of the site has been re-graded and re-vegetated, will be amenable to natural re-vegetation, or will be left in a condition consistent with the alternative post-mining land use described in paragraph (2).

(2) Alternative Post Mining Use. For the purposes of this section, an owner or operator will be issued a certificate of completion to allow release of the fiscal security required by this section if the land has been returned to an alternative post-mining land use and the evaluation described in paragraph (3) determines that the conditions of the site do not have the potential to cause or contribute to significant pollutant discharges. Similarly, the owner or operator will be issued a certificate of completion to allow release of the fiscal security if the land has been returned to an alternative post-mining land use, and proof is provided to the County that a new owner or operator has assumed liability for the completion of final stabilization.

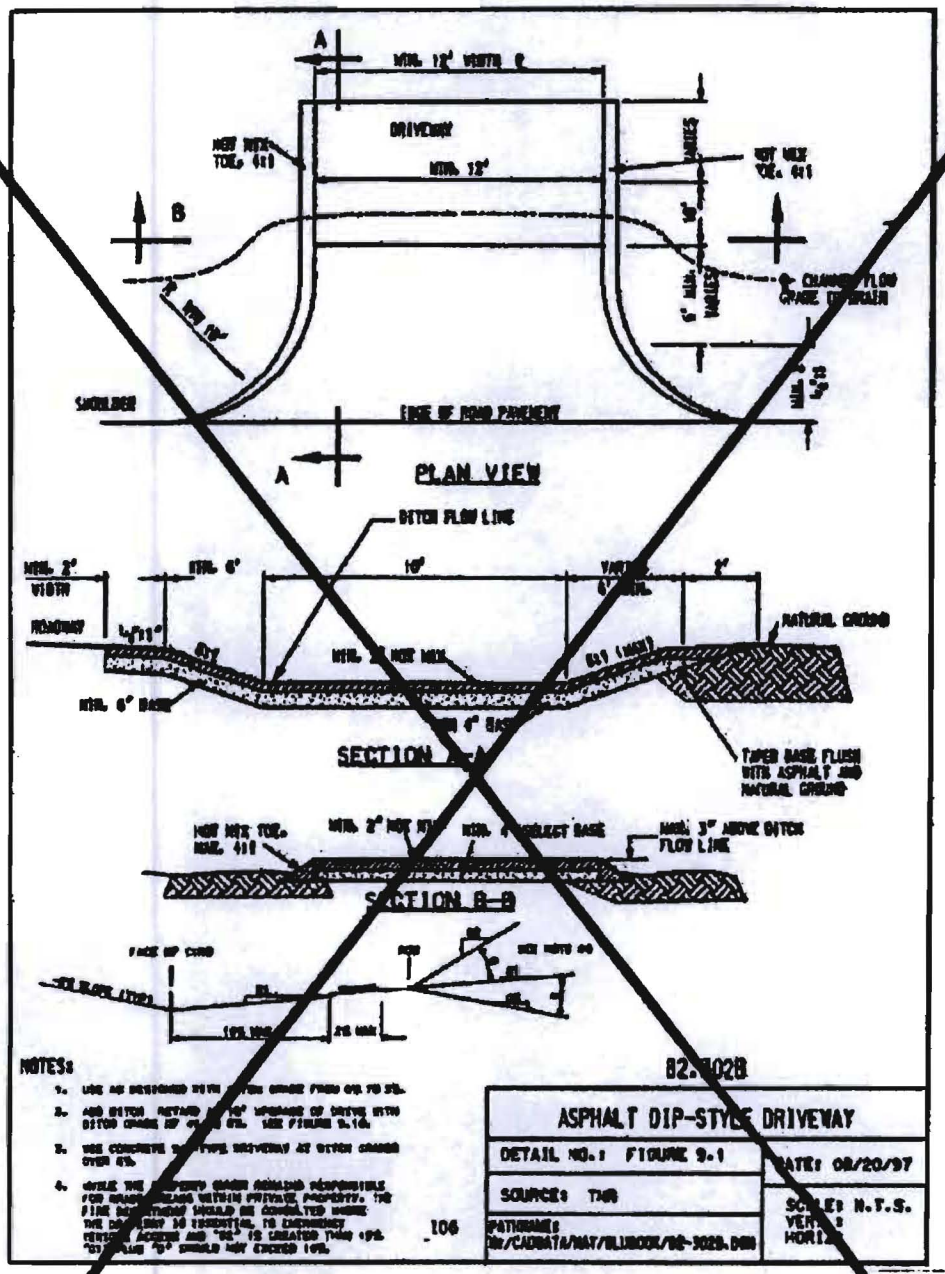
(3) Evaluation of completion of paragraph (1) or (2) shall be determined by on-site inspection, or other evidence provided by the owner or operator, possibly including data, reports, or photos, indicating that all requirements have been met.

Chapter 82 Appendix

82.1000. Appendix.

82.1004.

Exhibit 82.302A Clear Zones – No Change



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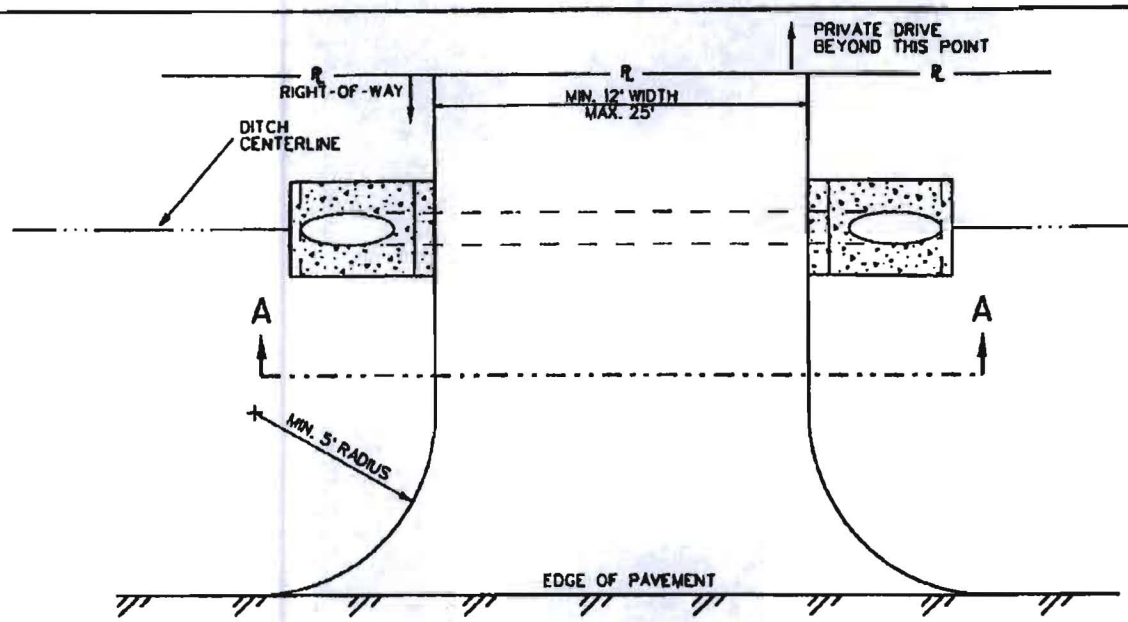
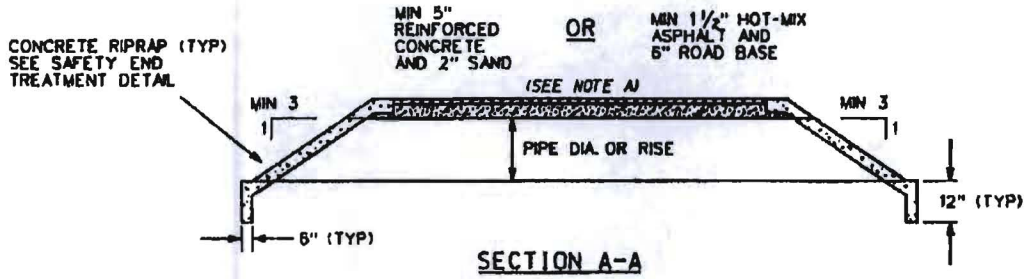
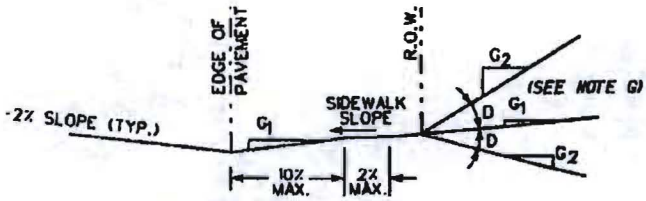


PLAN VIEW



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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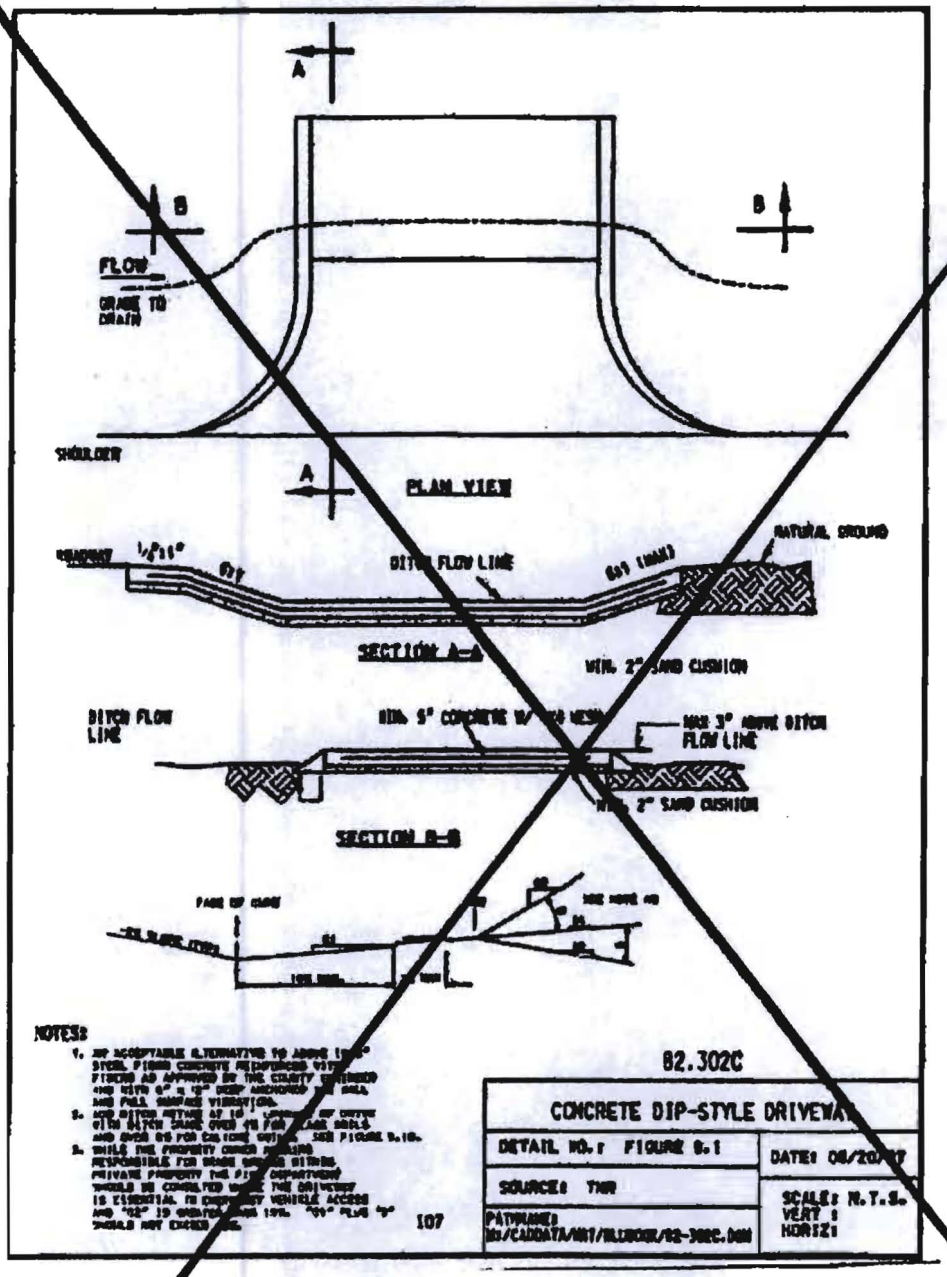
DATE: 09-Mar-11

TRAVIS COUNTY, TEXAS

TRANSPORTATION and NATURAL RESOURCES DEPARTMENT

RESIDENTIAL DRIVEWAY WITH CULVERT PIPE

EXHIBIT 82.302 B



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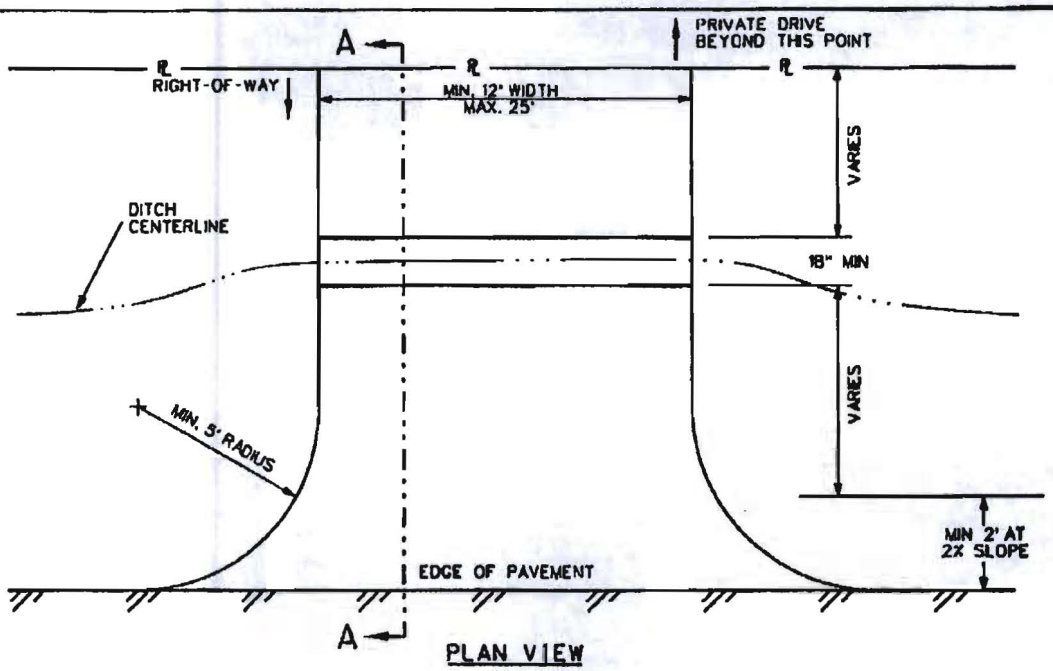
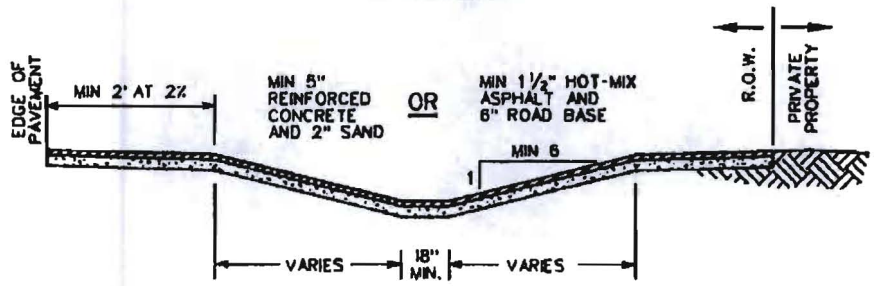
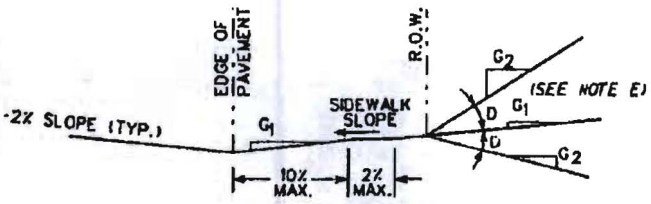


PLAN VIEW



SECTION A-A



ALLOWABLE GRADES

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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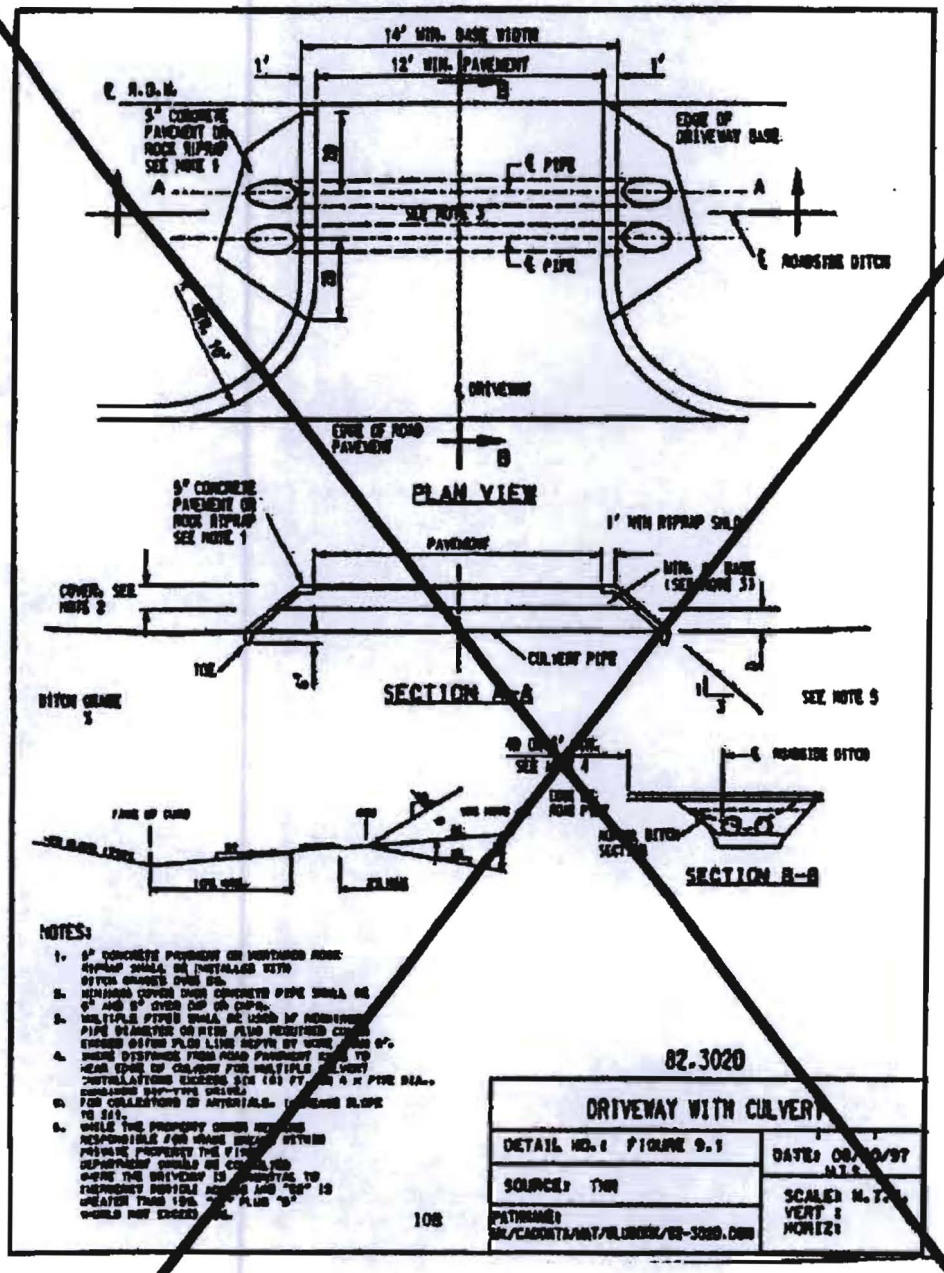
DATE: 09-Mar-11

TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL RESOURCES DEPARTMENT

RESIDENTIAL DRIVEWAY
DIP-STYLE

EXHIBIT 82.302C



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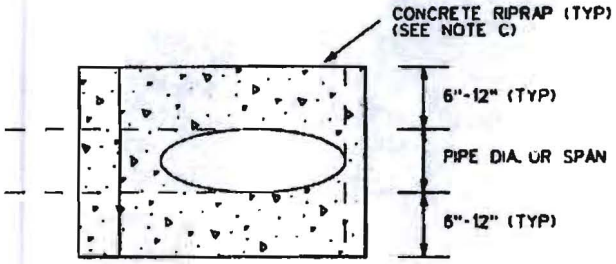
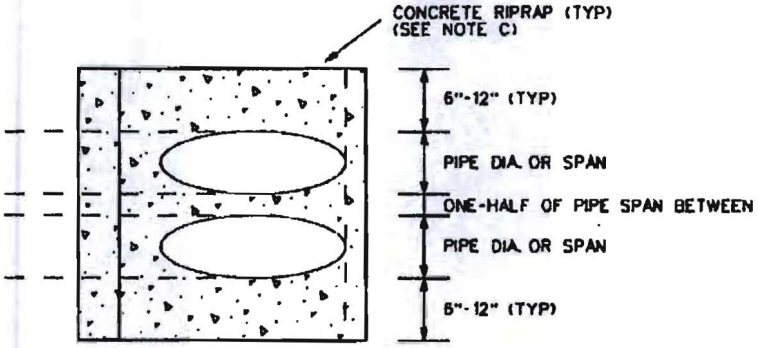
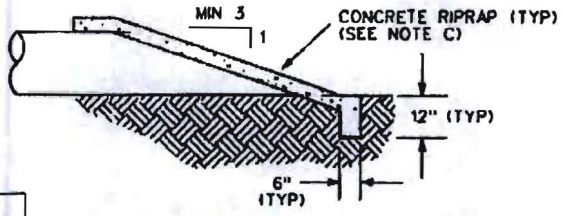


PLAN VIEW -- SINGLE PIPE



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

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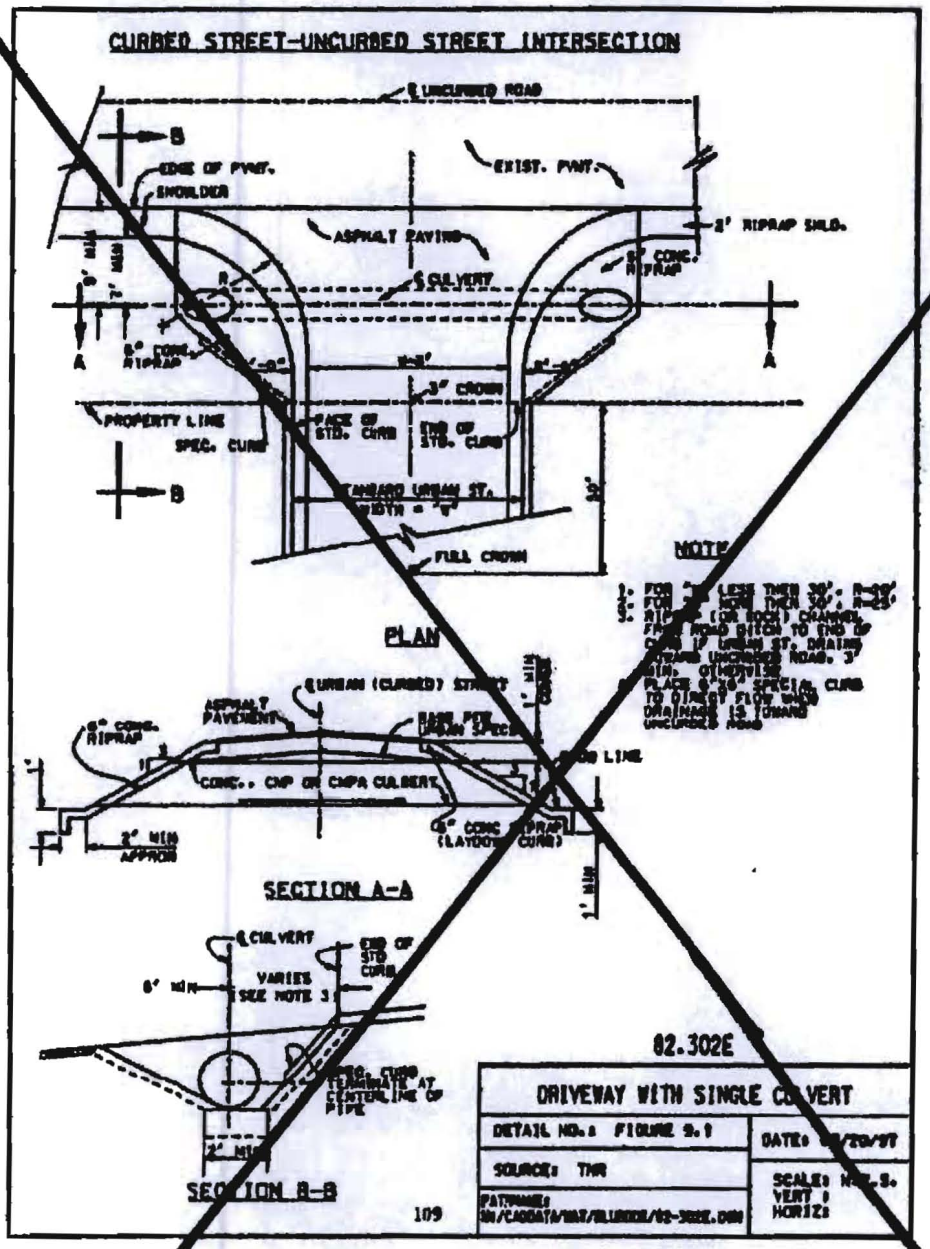
DATE: 09-Mar-11

TRAVIS COUNTY, TEXAS

TRANSPORTATION and NATURAL RESOURCES DEPARTMENT

SAFETY END TREATMENT
FOR RESIDENTIAL
DRIVEWAY CULVERT

EXHIBIT 82.302D



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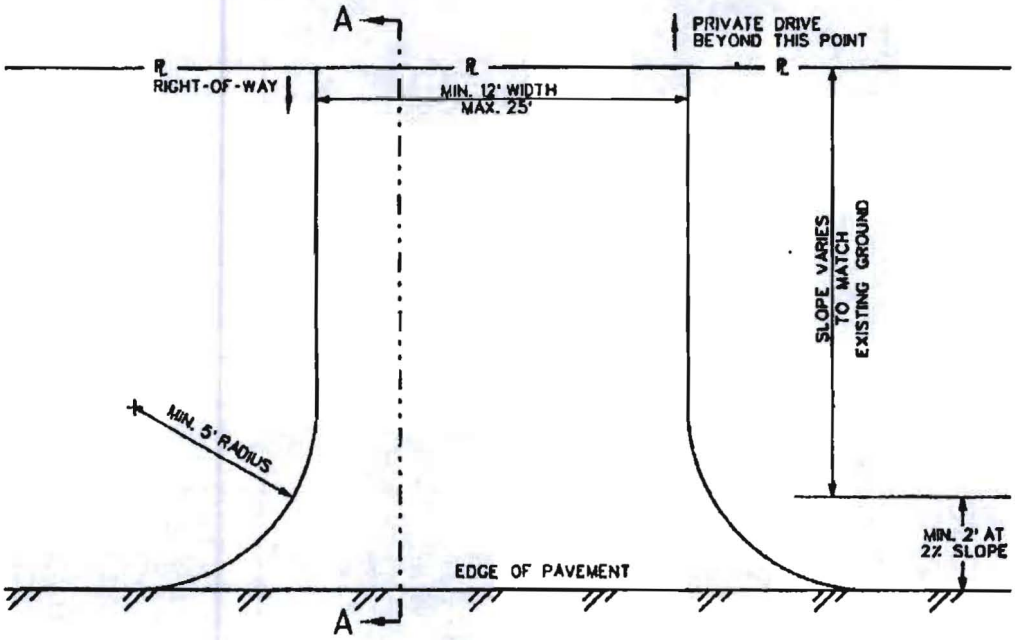
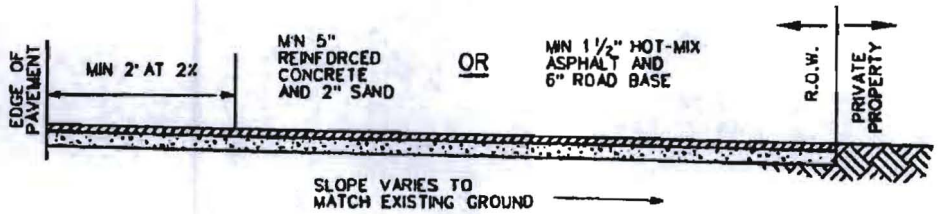
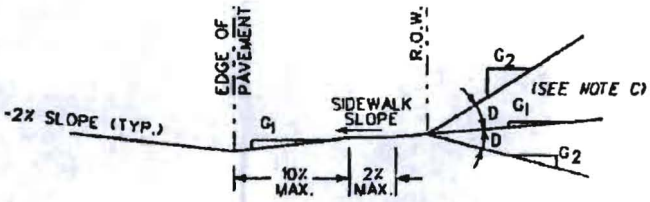


PLAN VIEW



SECTION A-A



ALLOWABLE GRADES

DRAWINGS NOT TO SCALE

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DATE: 09-Mar-11

NOTES:

A) MINIMUM REINFORCEMENT IN CONCRETE DRIVE SHALL BE #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

EXHIBIT 82.302E

EXHIBIT 2

Title VIII. Environmental

Chapter 104. Prohibited Discharges; Enforcement.

104.001. Authority, Application, Purpose, and Construction.
104.002. Definitions.
104.003. Prohibited Discharges.
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. Accidental Discharge or Spill of a Pollutant, Including a Hazardous Substance.
104.009. Right of Entry.
104.010. Enforcement.

Chapter 104. Prohibited Discharges; Enforcement.

104.001. Authority, Application, Purpose, and Construction.

(a) Authority. The Commissioners Court of Travis County adopts this chapter pursuant to authority granted to it in Chapter 573 of the Local Government Code Section 573.002 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)), including:

(1) developing and implementing controls to reduce the discharge of pollutants from any conveyance or system of conveyance owned or operated by the County that is designed for collecting or conveying storm water; and

(2) developing, implementing, and enforcing storm water management guidelines, design criteria, or rules to reduce the discharge of pollutants into any conveyance or system of conveyance owned or operated by the County that is designed for collecting or conveying storm water.

(b) Application. This chapter applies to all unincorporated areas of Travis County, Texas.

(c) Purpose. The purpose of this chapter is to:

(1) take necessary and 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 to protect the health, safety, and general welfare of the public;

(2) set forth regulations necessary to comply with Travis County's TPDES storm water discharge permit, to protect human life and health, and to eliminate or reduce pollutant levels associated with storm water;

(3) eliminate the illicit discharge of a pollutant into a conveyance, water in the state, or into the Travis County Municipal Separate Storm Sewer.

(d) Construction. The provisions of this chapter are to be liberally construed to give effect to its purpose and intent.

(e) Abrogation and Greater Restrictions. This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, the provisions of this chapter shall take precedence over any less restrictive conflicting law, order, ordinance, code, or official determination. All other regulations inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only. For purposes of this chapter, the County Executive shall determine which of these

conflicting laws, orders, ordinances, codes, or official determinations are most restrictive, and his decision in this regard shall be final.

(f) Severability. If any provision of this chapter, or the application thereof, to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid portion, and to this end the provisions of this chapter are declared to be severable.

(g) 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. A person who violates this chapter is subject to any applicable administrative, civil, or criminal penalties.

104.002. Definitions. In this chapter:

"Accidental discharge" means an act or omission through which waste or other substances are inadvertently discharged into water in the State or a MS4.

"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 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, BMPs iinclude those practices described in LCRA's Technical Manual that effectively manage storm water runoff quality and volume.

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

"County Executive" means the county executive of the Travis County Transportation and Natural Resources Department or a successor department, or a person designated by the County Executive.

"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.

"Discharger" means a person that causes or threatens to cause a discharge.

"Facility" means any structure or building, including contiguous land, or equipment, pipe or pipeline, well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, aircraft, or any site or area.

"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 designated as such by the Texas Commission on Environmental Quality.

"Illicit connection" means a man-made conveyance regardless of whether it is on the surface or subsurface, that allows any illicit discharge to enter a municipal separate storm sewer or, any 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.

"Illicit discharge" means any discharge to a conveyance or a municipal separate storm sewer that is not composed entirely of storm water except discharges that are allowed under Section 104.003, authorized 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.

"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.

"Maximum Extent Practicable" means the technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in storm water discharges that was established by CWA sec. 402(p).

"Municipal Separate Storm Sewer System" or "MS4" 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) that:

(A) Is 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) Is designed or used for collecting or conveying storm water; and

(C) Is not part of a Publicly Owned Treatment Works as defined at 40 CFR 122.2.

"Non-storm water discharge" means any discharge to a municipal separate storm sewer that is not composed entirely of storm water.

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

"Other substances" means substances that may be useful or valuable and therefore are not ordinarily considered to be waste, but that will cause pollution if discharged into water in the state.

"Owner" means the owner of real property subject to a proposed or existing subdivision, site, parcel of land, or development.

"Person" means an individual, association, partnership, corporation, organization, business trust, political subdivision, state or federal agency, or an agent or employee thereof.

"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.

"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:

(A) includes 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; and

(B) includes 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; but

(C) 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.

"Premises" means any building, lot, parcel of land, or portion of land, regardless of whether it is improved or unimproved, including adjacent sidewalks and parking strips.

"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.

"Storm water" and "storm water runoff" means rainfall runoff, snow melt runoff, and surface runoff and drainage.

"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 SWP3 must include all practices and activities required by any applicableTCEQ permit as well as any applicable requirements of the Travis County Code.

"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 Texas Administrative Code regulations.

"Travis County Municipal Separate Storm Sewer System" or "Travis County MS4" means the Small MS4 owned or operated by Travis County.

"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 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. Prohibited Discharges.

(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 chapter.

(b) No person may discharge or cause to be discharged into a 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 only if they do not substantially contribute pollutants in storm water runoff:

(1) water line flushing, only if:

(A) Any hyper-chlorinated water is de-chlorinated before it is discharged; and

(B) The discharge is not reasonably expected to adversely affect aquatic life;

(2) water line breaks, only if sediment and chlorine in the discharge is controlled so that there is no impact to aquatic life;

(3) water line hydrant testing, only if: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;

(6) diverted stream flows;

(7) rising groundwater or springs;

(8) discharges from uncontaminated groundwater infiltration;

(9) discharges from uncontaminated, pumped groundwater;

(10) discharges from uncontaminated foundation and footing drains;

(11) discharges from air conditioning condensation;

(12) discharges from water pumped from an elevator sump or utility vault, only if it is free of oil and visible sheen;

(13) discharges from individual residential exterior car washing only if mild detergents are used and the discharges contain no degreasers or other chemicals;

(14) flows from a wetland or riparian habitat;

(15) uncontaminated discharges associated with a de-chlorinated, residential swimming pool, spa, or ornamental fountain, excluding filter backwash wastewater and excluding saline water;

(16) discharges from the routine washing of pavement only if:

(A) the washing is done without the use of detergents or other chemicals;

(B) spills or leaks of oil, toxins, or other hazardous materials have not occurred (unless all spilled material has been removed); and

(C) the discharge does not include street sweeper wash water;

(17) 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);

(18) discharges of uncontaminated fire test maintenance and fire sprinkler/suppression system water;

(19) discharges specified in writing by the County Executive as being necessary to protect public health and safety;

(20) discharges of uncontaminated water used for dust suppression;

(21) dye testing, if written notification is made to the County Executive prior to the time of the test;

(22) discharges associated with dewatering of collected storm water in an above-ground storage tank secondary containment area if the water is free of, oil, visible sheen, and other contaminants;

(23) discharges from dewatering of collected storm water in a construction pit, only if the discharge is free of silt, oil, and visible sheen;

(24) discharges of storm water from an authorized permanent water quality control;

(25) discharges of ballast water from a petroleum storage tank pit during installation; and

(26) discharges of water from a dumpster or similar receptacle if the water is free of oil, visible sheen, and other contaminants.

(d) The prohibitions set forth in this section do not apply to any non-storm water discharge authorized by a TPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the United States Environmental Protection Agency and TCEQ if:

(1) the authorized person is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations,

(2) written approval has been granted by the County Executive for any discharge to the Travis County Municipal Separate Storm Sewer; and

(3) The discharge does not contain a pollutant or any substance which causes, continues to cause, or will cause pollution.

(e) A person violates this chapter if the person discharges any storm water that contains a pollutant or any substance which causes, continues to cause, or will cause pollution.

(f) The construction, use, maintenance, or continued existence of an illicit connection to the Travis County 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.

104.004. Suspension of MS4 Access.

(a) Travis County may, without prior notice, require a person to immediately stop an illicit discharge into either a municipal separate storm sewer or water in the State.

(b) The County may, without prior notice, issue a suspension order to suspend a person's access to discharge into a municipal separate storm sewer or water in the State if the suspension would abate or reduce pollution caused by an illicit discharge.

(c) The County will not reinstate a person's access to a municipal separate storm sewer or water in the State until:

(1) the person presents proof, satisfactory to the County Executive, that the illegal discharge has been eliminated and its cause determined and corrected;

(2) the person pays the County for all costs the County incurred in responding to abating and remediating the illegal discharge; and

(3) the person pays the County for all costs the County will incur in reinstating access.

(d) A person whose access to a municipal separate storm sewer has been suspended may petition the Travis County Commissioners Court for reconsideration and a hearing.

(e) A person whose access to a municipal separate storm sewer has been suspended violates this Chapter if the person accesses the municipal separate storm sewer without the prior approval of the Travis County Commissioners Court.

104.005. Industrial or Construction Activities Discharges.

(a) 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 and any additional requirements of a Travis County development permit. Proof of compliance may be required in a form acceptable to Travis County prior to allowing discharge into a Municipal Separate Storm Sewer.

(b) It is a violation of this chapter to engage in activities requiring a TPDES storm water permit without authorization under a TPDES permit for storm water discharges or any applicable permit required by the Travis County Code.

(c) Any violation of any general or individual TPDES permit is a violation of this chapter.

(d) A person violates this chapter if the person causes, suffers, allows, or permits a discharge into a MS4 without having first obtained authorization under a TPDES permit, or any other required authorization from TCEQ.

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 be identified and incorporated into any activity, operation, or facility that may cause or contribute to pollution or contamination of storm water, a municipal separate storm sewer, or water in the State. These BMPs shall be part of a storm water pollution prevention plan if required for compliance with the TPDES permit and any applicable Travis County development permit.

(b) The owner or operator of a commercial or industrial establishment shall provide, at its own expense, protection from accidental discharge of prohibited materials into a municipal separate storm sewer or water in the State through the use of structural and non-structural BMPs.

(c) The County Executive may require any person responsible for a property or premises, that is, or may be, the source of an illicit discharge, to implement, at the person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to a 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 to be compliance with the provisions of this section.

104.007. Watercourse Protection. Any responsible person who owns or leases property through which water in the State passes shall keep and maintain that part of the watercourse

within the property free of any waste that could cause a condition of pollution to exist. In addition, a responsible person shall maintain any privately owned structures within or adjacent to a watercourse (including a dam or weir), so that the structures will not become a hazard to the use, function, or physical integrity of the watercourse and will not cause pollution.

104.008. Accidental Discharge or Spill of a Pollutant, Including a HazardouSubstance. As soon as any person responsible for a facility or activity or any person who is responsible for emergency response for a facility or activity has any information of a known or suspected accidental discharge or spill that causes or may cause a pollutant to enter into storm water, a MS4, or water in the State, that person must:

(1) take all necessary steps to ensure the discovery, containment, and cleanup of the discharge;

(2) as soon as possible and no later than 24 hours after the discharge, notify the Texas Commission on Environmental Quality and any other state or federal agency that it is required by law to be notified; and

(3) immediately notify Travis County if the discharge may adversely affect a public or private source of drinking water or a Travis County road, including a right-of-way, and provide information as to the location, identification, concentration, and volume of the discharge as well as the measures the responsible person is taking to contain and clean up the discharge.

104.009. Right of Entry.

(a) Pursuant to Texas Water Code Section 26.171, Travis County officials, employees, agents, and representatives are entitled 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) persons discharging effluent into the public water located in the areas in which Travis County has jurisdiction have obtained permits for discharge of the effluent; and

(3) persons who have permits are making discharges in compliance with the requirements of the permits.

(b) Pursuant to Texas Water Code Section 26.173, Travis County officials, employees, agents, and representatives are entitled to enter any public or private property within the County's territorial jurisdiction to make inspections and investigations of conditions relating to water quality. In exercising this power, Travis County officials, employees, agents, and representatives are subject to the same provisions and restrictions set forth in Texas Water Code Section 26.014 with respect to the TCEQ.

(c) Travis County officials, employees, agents, representatives and contractors are entitled to enter public or private property at any reasonable time to investigate or monitor, or if the person responsible is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state.

(d) Travis County officials, employees, agents, representatives and contractors who enter private property must:

(1) observe the property's rules and regulations concerning safety, internal security, and fire protection; and

(2) if the property has management in residence, notify management in person or the person then in charge in that person's presence and exhibit proper credentials.

(e) Travis County officials, employees, agents, representatives, and contractors are entitled to enter and inspect premises as often as may be necessary to determine compliance with this chapter. If a responsible personr has security measures in force which require proper identification and clearance before entry into its premises, the responsible person shall make the necessary arrangements to allow access to Travis County officials, employees, agents, representatives, and contractors.

(f) Responsible persons must allow Travis County officials, employees, agents, representatives, and contractors 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.

(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) At the written or oral request of the responsible person of a facility or vessel to be inspected or sampled, any temporary or permanent obstruction to safe and easy access to the facility or vessel to be inspected or sampled must be promptly removed by the responsible person at the written or oral request of a Travis County official, employee, agent, representative, or contractor and must not be replaced.

(i) A delay of 30 minutes or more in allowing a Travis County official, employee, agent, representative, or contractor 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 violates this chapter if the person denies Travis County officials, employees, agents, representatives and contractors reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this chapter.

(j) If a Travis County official, employee, agent, representative, or contractor 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 chapter, 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 chapter or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Travis County official, employee, agent, representative, or contractor 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) enjoin 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).

(b) Nuisances. An actual or threatened discharge to a Municipal Separate Storm Sewer that violates or would violate this chapter is hereby declared to be a nuisance.

(c) 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.

(d) 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 this chapter, 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.

~~CHAPTER 108. TREE PRESERVATION POLICY~~

~~Section 1. GENERAL PROVISIONS~~

~~§ 108.001 Purpose and Application~~

~~(a) The purpose of this document is to establish a County policy regarding the preservation and protection of the largest and most valuable trees in Travis County. Trees are hereby declared to be of great value in maintaining the health and welfare of the inhabitants of the County, in conserving vital energy resources, and in preserving the County's historical heritage. Travis County will not be responsible for a net reduction in the number of significant trees, and this policy shall be liberally construed to accomplish this purpose.~~

~~(b) Trees are a valuable amenity to the environment, creating greater human comfort by providing shade, cooling the air and otherwise tempering the effects of the summer heat, restoring oxygen to the atmosphere, reducing glare, reducing noise levels, and breaking the monotony of development on the land, all of which aid in protecting the health and general welfare of the community.~~

~~(c) The information herein is intended to define a policy regarding the preservation of trees affected by construction or maintenance of Travis County projects, and establish the technical criteria and procedures to implement the policy. The objective of this policy is to implement the Valdez Principles, adopted by Travis County in April 1990, by applying the principles to County operations.~~

~~(d) This policy applies to all improvements to County owned or leased land, easements, and rights of way, including: Travis County capital improvement projects (CIPs); road and bridge projects; parks projects; drainage projects; utilities; waste collection, administrative, detention, and maintenance facilities; and park and road maintenance activities.~~

~~(e) This policy can be applied, at the County's discretion, to right-of-way acquired for the State Department of Highways and Public Transportation (SDHPT). The policy can be applied if the County is prepared to absorb all the costs associated with the requirements contained herein, such as tree surveys, tree replacement and maintenance.~~

~~§ 100.002 Administration~~

~~(a) This policy will be implemented through plan review and oversight of County improvement projects by the individual departments responsible for the improvements, subject to the oversight of the Travis County Environmental Officer. The~~

~~responsible department shall appoint an environmental project manager to enforce and administer this policy.~~

~~(b) Each department will set aside an adequate and designated amount, or percentage (up to 1 percent), of the affected project funds to comply with the tree preservation, protection and replacement requirements contained herein.~~

~~(c) For all proposed construction projects that impact trees, plans shall be provided to the responsible department's appointed environmental project manager, or his/her designee, to review for compliance with the County's tree preservation policy. Procedures for routine operations which impact trees shall also be provided to the environmental project manager for review. The environmental project manager shall confer with staff and consultants, as necessary. Specialists, such as the Texas Forest Service, shall also be used as information resources as needed. The review shall include the following:~~

~~(1) Identification of Significant Trees. The environmental project manager determines what constitutes a significant tree or group of trees based on the tree evaluation criteria outlined in Section 3. In situations where it is necessary to choose between two or more significant trees, a detailed analysis can be performed by the environmental project manager in order to assign numerical values to each.~~

~~(2) Conformance With Minimum Design Criteria. The environmental project manager reviews each proposed project for compliance with minimum design criteria (maximum allowable impacts) for tree preservation (see Section 4.1). Plan adjustments made during construction must be approved by the environmental project manager.~~

~~(3) Design Constraints and Alternatives. The environmental project manager assesses how well existing trees have been incorporated in the design of a proposed project (see Section 4.2). To best provide for the preservation of significant trees, the project designer must carefully consider different design alternatives in the initial planning of the project. Meeting with the environmental project manager in a preliminary consultation prior to submitting plans for review is required when there appear to be conflicts between design constraints.~~

~~(4) Mitigation Measures.~~

~~(A) When a proposed project design necessitates the removal of significant trees, the environmental project manager makes recommendations regarding an appropriate mitigation program (see Section 5). If replacement trees are to be planted (see Section 5.2), the evaluation results discussed in Section 3 will be used in determining the total caliper inches of replacement trees~~

~~acceptable as compensation for trees removed. The environmental project manager shall administer the planting of replacement trees after construction is completed.~~

~~(B) During construction, at the direction of the environmental project manager, fencing shall be placed around the dripline of trees to be saved before clearing or grading operations begin. Fencing should be in accordance with tree protection standards contained herein (Section 5.1) and should be maintained until construction is complete.~~

~~§ 108.003 Definitions~~

~~In this statement of policy and procedures, unless the context otherwise requires:~~

~~(a) Caliper means the diameter of a tree.~~

~~(b) County means Travis County, Texas.~~

~~(c) Critical Root Zone (CRZ) means the practical limit within which the loss of roots would have a significant impact on a tree's survival. The CRZ is defined by a circle, centered on the trunk location, with a diameter in feet equal to twice the number of inches of trunk diameter (see Section 2.4).~~

~~(d) Crown means the tree's branches and leaves.~~

~~(e) Dripline means a vertical line extending downward from the outermost ends of a tree's branches, the point at which rainwater drips off.~~

~~(f) Protected tree means a tree having a trunk circumference of 60 inches or more (roughly equal to a diameter of 19 inches), measured 4.5 feet above natural grade level; or a tree of any size which is a unique and rare species (such as a Texas Madrone); or a significant tree with the highest tree evaluation score.~~

~~(g) Removal means uprooting, severing the main trunk of the tree, or any act which causes or may reasonably be expected to cause the tree to die, including, but not limited to: damage inflicted upon the root system by machinery, storage of materials, or soil compaction; substantially changing the natural grade above the root system or around the trunk; excessive pruning; or paving with impervious materials in a manner which may reasonably be expected to kill the tree.~~

~~(h) Significant tree means a tree or group of trees deemed as important based on a combination of criteria such as type, size, condition, aesthetics, wildlife habitat, and/or historic significance (see Section 3).~~

~~(i)~~ ~~**Tree**~~ ~~means any self-supporting, woody perennial plant typically having a trunk diameter of no less than 2 inches at maturity, measured at 4.5 feet above grade, and normally grows to an overall height of no less than 15 feet in central Texas.~~

~~(k)' Tree cluster means a group of~~ **3** ~~or more trees with trunk diameters ranging from~~ **2** ~~to 6 inches which can be enclosed in a circle with a radius of 10 feet.~~

~~Section 2. TREE SURVEY REQUIREMENTS~~

§ 108.004 ~~Required Field Data~~

~~(a) Tree data must be obtained from a ground survey performed by qualified personnel. Tree surveys must be as accurate as possible, but need not be sealed by a registered public surveyor.~~

~~(b) The field data must include the following information for all non native trees~~ **8** ~~inches in diameter and larger; 6 inches and larger for native species: tree location, tree diameter, tree type, and tree number.~~

~~(1) Location~~

~~(A) Methods for locating trees may vary depending on the size of the project and number of trees. For small areas with few trees, taping the distance to the center of the trunk from two known points is a viable option. For large, tree covered sites, using a total station survey system from a platform elevated above the tree line may be the most practical method.~~

~~(B) Trees with branches extending onto a project site, right of way, or easement must be surveyed. Trunk locations of off site trees may be estimated to avoid trespass problems.~~

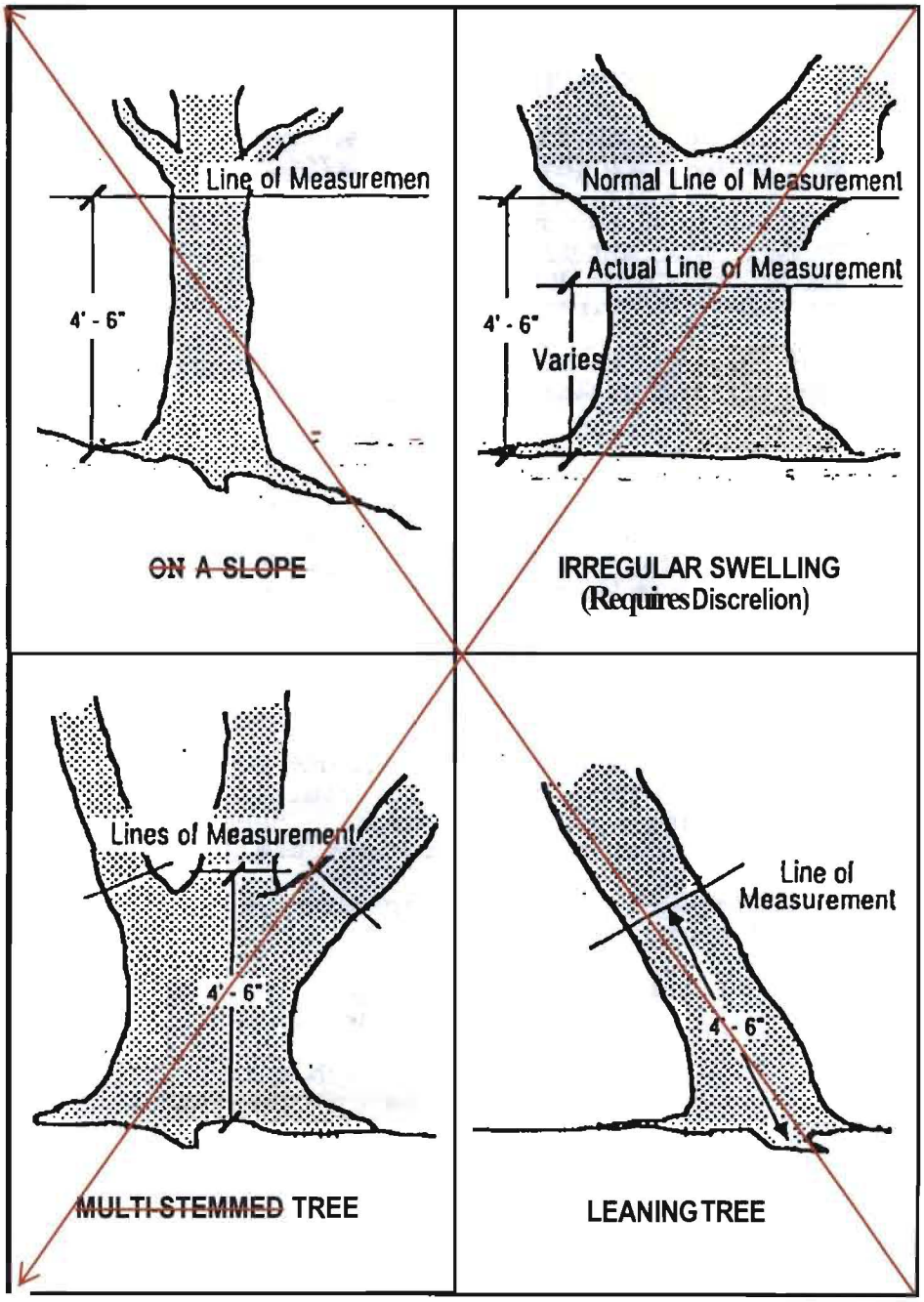
~~(2) Diameter~~

~~(A) Diameters of existing trees are measured at~~ **4.5** ~~feet above grade (diameter at chest height). If the tree is on a slope, measure from the high side of the slope. Measure above or below unusual swells in the trunk (see Figure 1).~~

~~(B) To determine the diameter of a multi trunk tree, measure all the trunks; add the total diameter of the largest trunk to 1/2 the diameter of each additional trunk.~~ **A** ~~multi trunked tree is differentiated from individual trees growing from a common root stock if there is a visible connection between the trunks above ground.~~

~~Figure 1~~

~~MEASURING TREE DIAMETERS~~



Source: City of Austin Environmental Criteria Manual, 1988.

~~(C) Diameter measurements should be accurate to the nearest 1/2 inch. These date are used in the determination of tree significance and replacement value.~~

~~(3) Type~~

~~(A) Tree types should be accurate to the species level (e.g., Post Oak, Spanish Oak, Cedar Elm, etc.).~~

~~(B) Tree types must be listed by both common name and botanical name (e.g., Post Oak/Quercus stellata).~~

~~(C) Good field references for the Austin area are: Native and Naturalized Woody Plants of Austin and the Hill Country by Daniel Lynch; and Trees of Central Texas by Robert A. Vines.~~

~~(D) Trees with historical markers should be so noted in the field data and on the plan.~~

~~(4) Tree Number~~

~~Tagging trees in the field with numbers corresponding to the trees shown on plans is very useful. Such numbered tags reduce time spent by project designers, plan reviewers, and contractors in determining the location of any given tree. Numbered aluminum tags are available from most survey suppliers.~~

~~(5) Special Survey Requirements for Native Species~~

~~(A) In addition to the standard requirements, smaller individual trees or tree clusters of specified native species must also be surveyed. Species which are to be surveyed under this requirement are listed in Table 1.~~

~~(B) For all the native species in Table 1, the tree survey must include:~~

~~(i) all individual trees with trunk diameters greater than 6 inches; and,~~

~~(ii) all tree clusters with 3 or more trunks (2 to 6 inches in diameter) located within 10 feet of each other.~~

~~(C) The method of surveying these small tree clusters is illustrated in Figure 2.~~

~~§ 108.005 Additional Field Data~~

~~(a) Additional field data is required on a case by case basis depending on the nature of the proposed construction activity.~~

~~Table 1~~

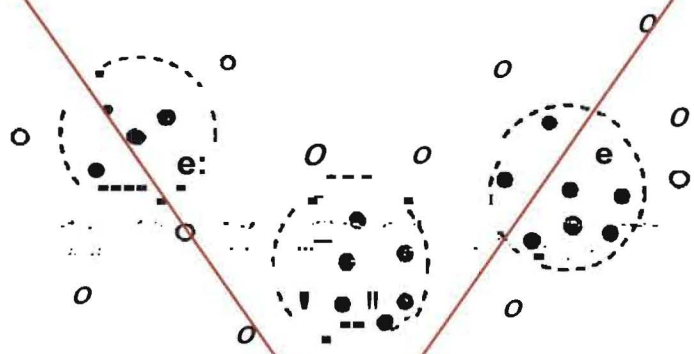
~~NATIVE SPECIES THAT CALL FOR SPECIAL SURVEY REQUIREMENTS~~

~~Common Name~~	~~Botanical Name~~
~~Texas Ash~~	~~Fraxinus texensis~~
~~Bald Cypress~~	~~Taxodium distichum~~
~~Rusty Blackhaw~~	~~Viburnum rufidulum~~
~~Mexican Buckeye~~	~~Ungnadia speciosa~~
~~Red Buckeye~~	~~Aesculus pavia~~
~~Texas Buckeye~~	~~Aesculus arguta~~
~~Carolina Buckthorn~~	~~Rhamnus caroliniana~~
~~Escarpment Black Cherry~~	~~Prunus serotina eximia~~
~~Desert Willow~~	~~Chilopsis linearis~~
~~Roughleaf Dogwood~~	~~Cornus drummondii~~
~~American Elm~~	~~Ulmus americana~~
~~Cedar Elm~~	~~Ulmus crassifolia~~
~~Eve's Necklace~~	~~Sophora affinis~~
~~Goldenball Lead Tree~~	~~Leucaena retusa~~
~~Gum Bumelia~~	~~Bumelia lanuginosa~~
~~Yaupon Holly~~	~~Ilex vomitoria~~
~~Possum Haw Holly~~	~~Ilex decidua~~
~~Ashe Juniper~~	~~Juniperus ashei~~
~~Eastern Red Cedar~~	~~Juniperus virginiana~~
~~Texas Madrone~~	~~Arbutus texana~~
~~Bigtooth Maple~~	~~Acer grandidentatum~~
~~Mountain Laurel~~	~~Sophora secundiflora~~
~~Blackjack Oak~~	~~Quercus marilandica~~
~~Bur Oak'~~	~~Quercus macrocarpa~~
~~Chinkapin Oak~~	~~Quercus muhlenbergii~~
~~Durand Oak~~	~~Quercus sinuata~~
~~Lacey Oak~~	~~Quercus laceyi~~
~~Live Oak~~	~~Quercus virginiana~~
~~Plateau Live Oak~~	~~Quercus fusiformis~~
~~Post Oak~~	~~Quercus stellata~~
~~Shin Oak~~	~~Quercus sinuata brevifolia~~
~~Shumard Red Oak~~	~~Quercus shumardii~~
~~Texas Red Oak~~	~~Quercus texana~~
~~Pecan~~	~~Carya illinoensis~~
~~Texas Persimmon~~	~~Diospyros texana~~
~~Texas Pistache~~	~~Pistacia texana~~
~~Mexican Plum~~	~~Prunus mexicana~~
~~Texas Redbud~~	~~Cercis canadensis texensis~~
~~American Smoketree~~	~~Cotinus obovatus~~
~~Western Soapberry~~	~~Sapindus drummondii~~
~~Flameleaf Sumac~~	~~Rhus copallina~~
~~American Sycamore~~	~~Platanus occidentalis~~
~~Arizona Walnut~~	~~Juglans major~~
~~Eastern/Black Walnut~~	~~Juglans nigra~~
~~Little/Texas Walnut~~	~~Juglans microcarpa~~

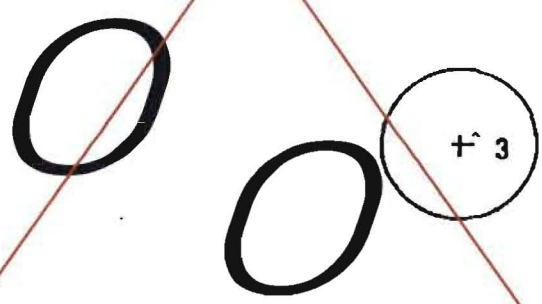
~~Figure 2~~

~~TREE CLUSTER SURVEY TECHNIQUES FOR NATIVE SPECIES~~

To survey small tree clusters as required for native species, select one tree which represents the approximate center of a group of three (3) or more trees within a circle having a radius of approximately 10 feet.



Show the cluster on a plan with the location of the central tree as the center point of a 10 H. radius circle.



Describe the cluster as follows:

Clusler #1: **5** Cedar **Elms.** 2' to **4'** dia.
Clusler **#2:** **4** Live Oaks and 3 Cedar **Elms,** 3' to 6" dia.
Clusler #3: 3 Yaupons and **5** Shin Oaks, 2' lo **5'** dia.

~~Source: City of Austin Environmental Criteria Manual, 1988.~~

~~(b) This information includes crown configuration, crown clearance, condition, and spot elevation.~~

~~(1) Crown Configuration. If a tree has a crown which is skewed in one direction, this information would be useful for surveyors to note.~~

~~(2) Crown Clearance. This information is often critical in determining whether a structure or vehicle use area can be placed within the dripline of a tree. The surveyor should record the vertical distance, at the dripline, to any major branches. Crown clearance measurements are required when proposed improvements are within the CRZ of a tree.~~

~~(3) Condition. This is one of the principle factors in determining whether a tree should or should not be preserved. Surveyors should not speculate about the condition of a tree unless they have the necessary credentials; however, if a tree is obviously in poor condition, it should be noted to prevent unnecessary expense in trying to design around it.~~

~~(4) Spot Elevation. Taking an elevation reading near the trunks of trees adjacent to proposed cut and fill areas will provide valuable information for both project designers and reviewers, since grade changes are the most destructive impacts on trees.~~

~~§ 108.006 Limits of Survey~~

~~Trees outside the "limits of construction" line need not be surveyed provided that a general description of the numbers, types, and sizes of trees in the area beyond the limits of construction are provided as a plan note (see Figure 3).~~

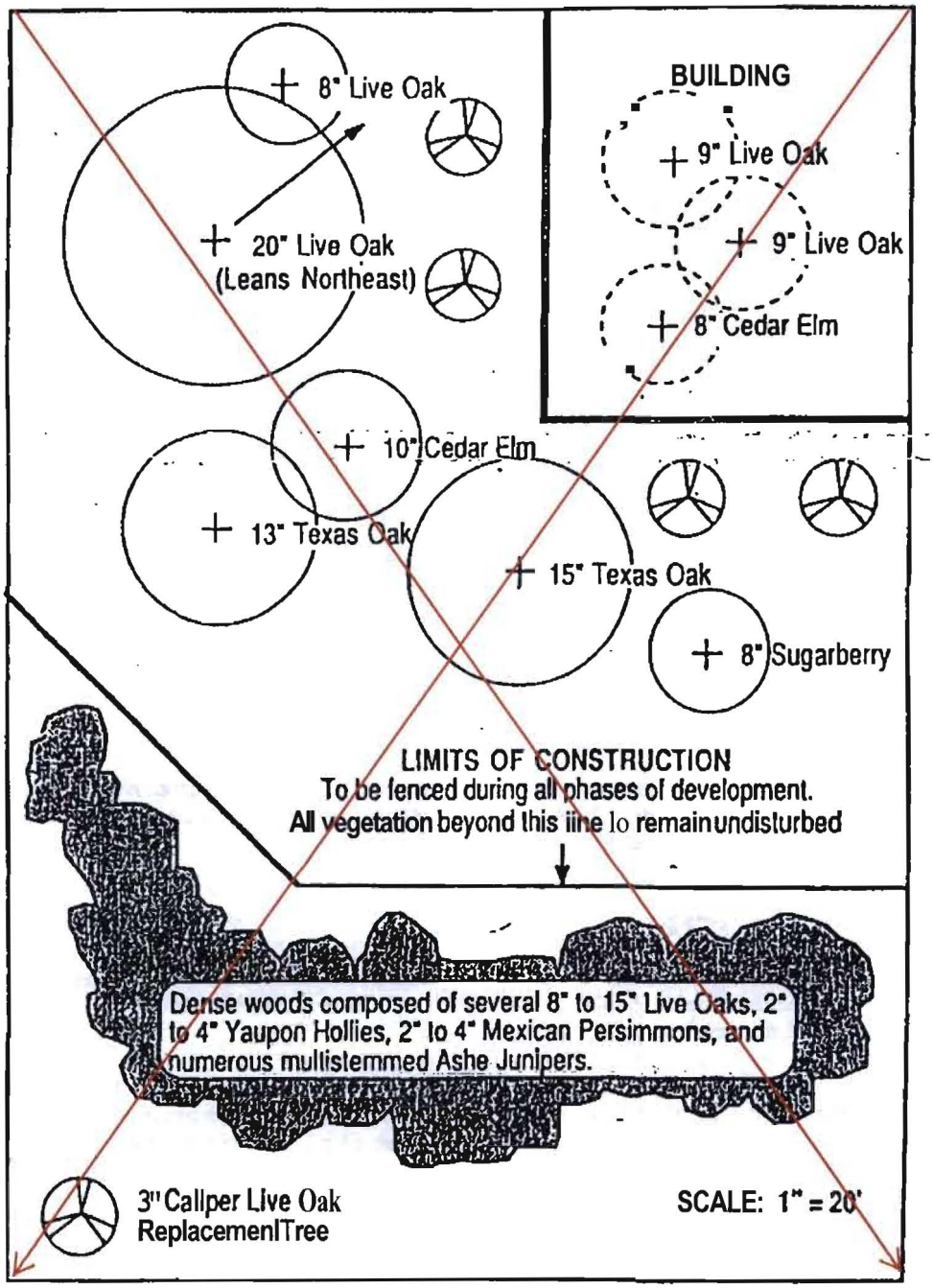
~~§ 108.007 Plan Graphics~~

~~(a) The standard tree graphics described below are important to provide consistent information in the most useful format for efficient plan review.~~

~~(1) Trunk Location. The trunk location on the plan must represent the center of the trunk at ground level in the field. If the tree leans substantially above that point, show the direction of the lean with an arrow. (see Figure 3).~~

~~Figure 3~~

~~PLAN GRAPHICS AND NOTES FOR TREE SURVEYS~~



~~Source: City of Austin Environmental Criteria Manual, 1988.~~

~~(2) Critical Root Zone (CRZ)~~

~~(A) Trees are to be represented on plans by a circle centered on the trunk location, with a diameter equal in feet to twice the number of inches of the tree's trunk diameter (see Figure 3). For example, an oak tree with a trunk diameter measuring 15 inches would be represented to scale with a 30 foot circle. The area within this circle is referred to as the critical root zone (CRZ), and represents the most likely configuration of a tree's root pattern even when the crown is skewed or one sided.~~

~~(B) Existing trees to be retained are represented by a solid circle.~~

~~(C) Existing trees to be removed are represented by~~ **a** ~~dashed circle.~~

~~(D) Any trees proposed to be planted are to be graphically differentiated from existing trees.~~

~~(3) Diameters and Types~~

~~Tree diameters and types must also be shown on the plan. This information should be shown adjacent to each trunk location (see Figure 3). For large projects with many trees, this data may be shown in legend form referenced by a tree number adjacent to each trunk location, provided that legends are shown on the plan sheets on which the corresponding trees appear.~~

~~Section 3. TREE EVALUATION CRITERIA~~

~~§ 108.008~~

~~(a) Whenever there is a question about which trees in a project area should be preserved, the tree evaluation method described below can be used as a guideline a5 to what constitutes a significant tree or group of trees. Not all trees over 19 inches in diameter are significant due to such factors as their species or condition. Conversely, some smaller trees may have significance due to their species, rarity, screening potential or other factors.~~

~~(b) The method for evaluating trees is based on 10 factors: condition, type, size, aesthetics, energy conservation/heat abatement, safety, adjacent trees, water quality protection/soil conservation, wildlife habitat, and historic significance. Each factor is graded on a scale from 1 to 4 (1 being low).~~

~~(c) The sum of scores for all 10 factors determines the relative value of a tree or a group of trees. The range of possible scores is 10 to 40. The scores are categorized as follows:~~

~~10 to 20: Low value~~
~~21 to 30: Medium value~~
~~31 to 40: High value~~

~~(d). A description of each factor follows.~~

~~(1) Condition. In assessing a tree's condition, the reviewer considers trunk condition, growth rate, tree structure, insect and disease problems, crown development and life expectancy. A score is assigned as follows:~~

~~1 = Poor~~
~~2 = Fair~~
~~3 = Good~~
~~4 = Excellent~~

~~(2) Type. The species of trees native to, naturalized in, adaptable to or frequently planted in Travis County have been divided into 4 classes based on overall quality. Table 2 indicates how each species fits in this general classification. A score is assigned as follows:~~

~~1 = Class IV~~
~~2 = Class III~~
~~3 = Class II~~
~~4 = Class I~~

~~(3) Size. Tree sizes are divided into 4 categories. A score is assigned for each size category as follows:~~

~~1 = Less than 8 diameter inches~~
~~2 = 8 to 13.9 diameter inches~~
~~3 = 14 to 18.9 diameter inches~~
~~4 = 19 diameter inches and larger~~

~~(4) Aesthetics. Trees located on the perimeter of a project area can serve to buffer or screen the project from roadways and adjacent tracts and therefore have a high aesthetic value. Trees may also score high in this category regardless of their location if they are in good condition and have exemplary form. Such trees should be preserved as aesthetic enhancements to the project. A score is assigned as follows:~~

~~1 = Poor~~
~~2 = Fair~~
~~3 = Good~~
~~4 = Excellent~~

~~Table 2~~

~~TREE SPECIES CATEGORIES~~

COMMON NAME Genus species	General Class	Wildlife Value	Native Species
ANAQUA Ehretia anacua	III	4	
ARBORVITAE Thuja spp.	IV	2	
ASH, ARIZONA Fraxinus velutina	III	3	
ASH, GREEN Fraxinus pennsylvanica	111	3	
		3	X
		3	X
		2	X
BOIS D'ARC Maclura pomifera	IV	2	
BOXELDER Acer negundo	IV	3	
BUCKEYE, MEXICAN Ungnadia speciosa	II	3	X
BUCKEYE, RED Aesculus pavia	I	3	X
BUCKEYE, 'TEXAS Aesculus arguta	I	3	X
BUCKTHORN, CAROLINA Rhamnus caroliniana.	I	2	X
CATALPA Catalpa spp.	IV	1	
CEDAR, DEODAR Cedrus deodara	III	2	
CHERRY, ESCARPMENT BLACK Prunus serotina eximia	I	3	X

~~Table 2, cont'd.~~

~~TREE SPECIES CATEGORIES~~

COMMON NAME Genus species	General Class	Wildlife Value	Native Species
CHERRY LAUREL, CAROLINA Prunus caroliniana	II	3	
CHINABERRY Melia azedarach	IV	2	
COTTONWOOD, EASTERN Populus deltoides	IV	3	
CRAPEMYRTLE Lagerstroemia indica	II	1	
CYPRESS', ARIZONA Cupressus arizonica	III	2	—
DESERT WILLOW Chilopsis linearis	III	2	X
DOGWOOD, ROUGHLEAF Cornus drummondii	II	4	X
ELM, AMERICAN Ulmus americana	I	4	X
ELM, CEDAR Ulmus crassifolia	I	4	X
ELM, CHINESE Ulmus parvifolia	II	4	
ELM, SIBERIAN Ulmus pumila	IV	4	
EVE'S NECKLACE Sophora affinis	I	1	X
GOLDENBALL LEAD TREE Leucaena retusa	11	2	X
GOLDEN RAIN TREE Koelreuteria paniculata	11	1	
GUM BUMELIA Bumelia lanuginosa	11	3	X
HACKBERRY Celtis spp.	IV	4	

~~Table 2, cont'd.~~

COMMON NAME Genus species	General Class	Wildlife Value	Native Species
HOLLY, YAUPON Ilex vomitoria	I	3	X
HOLLY, POSSUM HAW Ilex decidua	I	3	X
HUISACHE Acacia farnesiana	III	4	
JUNIPER ("CEDAR") Juniperus spp.	III	4	X
LOCUST, BLACK Robinia pseudoacacia	IV	2	
LOCUST, HONEY Gleditsia triacanthos	III	2	
LOQUAT Eriobotrya japonica	III	2	
MADRONE, TEXAS Arbutus texana	I	2	X
MAGNOLIA, SAUCER Magnolia soulangeana	II	2	
MAGNOLIA, SOUTHERN Magnolia grandiflora	II	1	
MAPLE, BIGTOOTH Acer grandidentatum	I	3	X
MAPLE, RED Acer rubrum	III	3	
MAPLE, SILVER Acer saccharinum	IV	3	
MESQUITE, HONEY Prosopis glandulosa	III	3	
MIMOSA Albizia julibrissin	IV	1	
MOUNTAIN LAUREL Sophora secundiflora	I	2	X

~~Table 2, cont'd.~~

~~TREE SPECIES CATEGORIES~~

COMMON NAME Genus species	General Class	Wildlife Value	Native Species
MULBERRY Morus SDD.	IV	4	
MULBERRY, PAPER Broussonetia papyrifera	III	1	
OAK, BLACKJACK Quercus marilandica	I	4	X
OAK, BUR Quercus macrocarpa	I	4	X
OAK, CHINKAPIN Quercus muhlenbergii	I	4	X
OAK, DURAND Quercus sinuata	I	4	X
OAK, LACEY Quercus laceyi	I	4	X
OAK, LIVE Quercus virginiana	I	4	X
OAK, PLATEAU LIVE Quercus fusiformis	I	4	X
OAK, POST Quercus stellata	I	4	X
OAK, SHIN Quercus sinuata brevifolia	I	4	X
OAK, SHUMARD RED Quercus shumardii	I	4	X
OAK, TEXAS RED Quercus texana	I	4	X
PARASOL TREE, CHINESE Firmiana simplex	IV	1	
PEACH, FLOWERING Prunus persica	II	3	
PEAR, BRADFORD Pyrus calleryana	II	2	

~~Table 2, cont'd.~~

~~TREE SPECIES CATEGORIES~~

COMMON NAME Genus species	General Class	Wildlife Value	Native Species
PECAN Carya illinoensis	I	4	X
PERSIMMON, TEXAS Diospyros texana	I	4	X
PERSIMMON, COMMON Diospyros virginiana		4	
PINE, AFGHANISTAN Pinus eldarica		4	
PINE, JAPANESE BLACK Pinus thunbergii	II	4	
PINE, LOBLOLLY Pinus taeda	III	4	
PISTACHE, CHINESE Pistacia chinensis	II	1	
PISTACHE, TEXAS Pistacia texana	II	1	X
PLUM, MEXICAN Prunus mexicana	I	3	X
PLUM, PURPLELEAF Prunus cerasifera	III	3	
POMEGRANATE Punica granatum	III	3	
PRIVET Ligustrum spp.	IV	1	
REDBUD, EASTERN Cercis canadensis	III	2	
REDBUD, TEXAS Cercis canadensis texensis	I	2	X
RETAMA Parkinsonia aculeata	IV	2	
SMOKE TREE, AMERICAN Cotinus obovatus	II	1	X

~~Table 2, cont'd.~~

COMMON NAME Genus species	General *Class*	Wildlife Value	Native Species
SOAPBERRY, WESTERN Sapindus drummondii	II	3	X
SUMAC, FLAMELEAF Rhus copallina	II	4	X
SWEETGUM Liquidambar styraciflua	IV	2	
SYCAMORE, AMERICAN Platanus occidentalis	II	2	X
TALLOWTREE, CHINESE Sapium sebiferum	III	1	
TREE OF HEAVEN Ailanthus altissima	IV	1	
VITEX Vitex agnus-castus	IV	1	
WALNUT, ARIZONA Juglans major	I	3	X
WALNUT, EASTERN/BLACK Juglans nigra	I	3	X
WALNUT, LITTLE/TEXAS Juglans microcarpa	II	3	X
WILLOW Salix spp.	IV	3	

~~(5)~~ ~~Energy Conservation/Heat Abatement.~~ ~~If a tree is shading a building, parking or pedestrian use area in its existing situation, it receives a high score under this category.~~ ~~The energy conservation/heat abatement potential is also considered even if there are no existing benefits.~~ ~~For example, large trees west of a buildable area will score high.~~ ~~A score is assigned as follows:~~

~~1 = Poor~~
~~2 = Fair~~
~~3 = Good~~
~~4 = Excellent~~

~~(6) Safety.~~ ~~If a tree is in a hazardous situation due to external factors related to man made features such as its proximity to power lines, its location relative to a road intersection, etc., it receives a low score.~~ ~~(Roadway clear zone criteria for preserving trees in rights of way are provided in the Appendix.)~~ ~~Scores reflect the feasibility of mitigating the safety problems, and are assigned as follows:~~

~~1 = Hazardous; low mitigation potential~~
~~2 = Hazardous; medium mitigation potential~~
~~3 = Hazardous; high mitigation potential~~
~~4 = Not hazardous~~

~~(7)~~ ~~Adjacent Trees.~~ ~~The proximity of other trees has a bearing on a tree's value.~~ ~~Everything else being equal, a lone tree has a greater value than one tree of many.~~ ~~The fate of other trees in the vicinity also affects this rating factor.~~ ~~A score is assigned as follows:~~

~~1 = Many trees; high retention potential of adjacent trees~~
~~2 = Many trees; low retention potential of adjacent trees~~
~~3 = Few adjacent trees~~
~~4 = Lone tree~~

~~(8)~~ ~~Water Quality Protection/Soil Conservation.~~ ~~Trees help reduce stormwater runoff and enhance ground water recharge by breaking the impact of raindrops and improving soil structure.~~ ~~A tree's effectiveness in this capacity is correlated with the size of the crown and root zone area.~~ ~~Large trees with full crowns and unrestricted root zones score highest in this category.~~ A ~~score is assigned as follows:~~

~~1 = Poor~~
~~2 = Fair~~
~~3 = Good~~
~~4 = Excellent~~

~~(9)~~ ~~Wildlife Habitat.~~

~~(A)~~ ~~This factor is rated on the basis of the intrinsic value of the type of tree as a provider of food and~~

~~forage and general wildlife cover characteristics, or on the basis of field observations of a particular tree, whichever is greater. Table 2 provides the intrinsic values for the major genera of trees in Travis County.~~

~~(B) Regarding field observations, an individual tree may rate higher than the assigned intrinsic value of the genus due to such things as the presence of food bearing parasites or epiphytes (e.g., mistletoe or grapes) or due to the potential for or actual presence of wildlife nesting cavities. A score is assigned as follows:~~

~~1 = Poor~~
~~2 = Fair~~
~~3 = Good~~
~~4 = Excellent~~

~~(10) Historical Significance~~

~~(A) The highest rating in this category is reserved for trees which fit one of the following criteria:~~

~~(i) The tree is on a registry of significant trees.~~

~~(ii) The tree has been documented as historically significant.~~

~~(iii) The tree is rare in Travis County.~~

~~(iv) Due to its location and size, the tree serves as a significant landmark on the landscape.~~

~~(B) Since historical significance is largely a function of age, the estimated age of the tree also has a bearing on this value. Scores are assigned as follows:~~

~~1 = Less than 40 years old~~
~~2 = 40 to 80 years old~~
~~3 = Greater than 80 years old~~
~~4 = Registered, rare or landmark tree~~

~~Section 4. DESIGN CRITERIA~~

~~§ 108.009 Tree Preservation Design Criteria~~

~~(a) Design constraints often dictate that trees slated for preservation have some encroachment on their critical root zones and/or on their crowns. Weighing this fact with what appears to be an acceptable degree of risk to most trees, the following minimum design criteria (maximum allowable impacts) have been established. (Roadway clear zone criteria for preserving and/or planting trees in rights of way are provided in the Appendix.)~~

~~(b) Critical Root Zone (CRZ) Impacts~~

~~(1) A minimum of~~ ***50*** ~~percent of the~~ **CRZ** ~~must be preserved at natural grade, with natural ground cover.~~

~~(2)~~ **No** ~~cut or fill greater than~~ **4** ~~inches will be located closer to the tree trunk than 1/2 the~~ **CRZ** ~~radius distance.~~

~~(3) These standards require that construction impacts associated with various design features be considered. For example, the installation of a curb typically requires excavation of~~ **2** ~~feet behind the back of the curb. In such case, the line of impact on the CRZ will be~~ **2** ~~feet behind the curb line shown on the plan.~~

~~(4) In order to ensure that the remaining root zones are adequately preserved, project designers should~~ ***show*** ~~the tree protection fence locations on plans for those trees with CRZ infringements.~~

~~(b) Crown Impacts~~

~~(1)~~ **A** ~~maximum of~~ ***30*** ~~percent of the viable portion of a tree's crown may be removed.~~

~~(2) Construction methods must also be considered with this design standard. For example, a building wall may only require the removal of~~ ***30*** ~~percent of the crown, but the scaffolding necessary to construct the building may require the removal of another~~ **20** ~~percent of the crown.~~

~~(c) Deviations from Minimum Design Criteria~~

~~These criteria represent minimum standards for determining whether or not a tree is preserved. Greater impacts may be allowed, provided that all design alternatives have been proven unfeasible and that some acceptable form of mitigation such as~~ **a** ~~remedial care program is negotiated (see Section~~ ***5)***~~. Conversely, some cases may require that a larger area of root zone be preserved to increase the survival potential of particularly significant trees. Plan adjustments made during construction must be approved by the environmental project manager.~~

~~§ 108.010 Design Constraints and Alternatives~~

~~(a) To best provide for the preservation of significant trees, the project designer should carefully consider different design alternatives in the initial planning of the project. Meeting with the environmental project manager in a preliminary consultation prior to submitting plans for review is required when there appear to be conflicts between design constraints.~~

~~(b) In reviewing a proposed project, the first indicator of how well trees have been incorporated in the design process is: how will the project impact the medium to high valued "protected" trees (19 inch diameter and larger). These trees are considered on an individual basis and a proposal to remove any of them is carefully scrutinized.~~

~~(c) Another indicator is: how will the project impact smaller, significant trees (less than 19 inch diameter). These trees are typically considered in mass as they relate to the overall preservation of the natural character of the site.~~

~~(d) Below are descriptions of some design alternatives which can be usd to preserve significant trees.~~

~~(1) Grading. Tree preservation and grading requirements are two design constraints which are most often in conflict. A grade change of a few inches can be detrimental to a tree, yet most sites require extensive cut and fill to handle on and off site drainage. Some design alternatives which can be used to preserve significant trees are as follows:~~

~~(A) Use berms or retaining walls instead of cutting to provide detention.~~

~~(B) Design detention ponds around significant trees, adding depth to minimize width where possible.~~

~~(C) Provide tree well and/or aeration systems for trees in fill areas.~~

~~(D) Provide retaining walls to mitigate cuts and fills.~~

~~(2) Waterway Alterations. Waterway alterations include several types of development activities. Some of the most detrimental to trees are channelization projects. Some alternatives which should be considered are:~~

~~(A) Use vertical or stepped gabions to reduce the required width of the channel.~~

~~(B) Use concrete retaining walls to preserve root systems of trees adjacent to the channel.~~

~~(3) Sidewalks and Pedestrian Use Areas. Sidewalks often appear innocuous on plans, but can be very detrimental to trees due to grading requirements. Some design alternatives which should be considered are:~~

~~(A) Move sidewalks as far from tree trunks as possible.~~

~~(B) Provide a finished grade above existing grade for sidewalks required in close proximity to a tree trunk.~~

~~(C) Route drainage under sidewalks where elevated grade is required.~~

~~(D) Reduce widths of sidewalks (minimum of~~ **4** ~~feet when adjacent to a street curb;~~ **3** ~~feet, otherwise).~~

~~(4) Parking and Vehicle Use Areas. Examples of ways to meet the design criteria or otherwise preserve significant trees are as follows:~~

~~(A) Use compact car parking space allotments in a manner which allows an expansion of peninsula or median sizes.~~

~~(B) Use minimum allowable parking space dimensions.~~

~~(C) Reduce the number of parking spaces to the minimum required.~~

~~(D) Use angled parking to minimize parking aisle widths and expand peninsulas and medians.~~

~~(E) Consolidate nearby landscaped peninsulas.~~

~~(F) Realign or alter sizes of driveways to avoid trees.~~

~~(G) Shift parking medians.~~

~~(5) Buildinus.~~

~~(A) Examples of alternatives to preserve significant trees are as follows:~~

~~(i) Provide a pier and beam foundation.~~

~~(ii) Provide finished floor elevations which minimize required cut or fill.~~

~~(iii) Notch buildings around significant trees.~~

~~(iv) Design buildings to fit under crowns of adjacent trees.~~

~~(B) To comply with the design criterion requiring retention of~~ **70** ~~percent of a tree's crown, consideration must be given to the following:~~

~~(i) Provide adequate work space during construction.~~

~~(ii) Provide a safe distance between limbs and walls, eaves, roofs.~~

~~(iii) Apply proper pruning techniques.~~

~~(6) Utilities. Underground water and wastewater lines, storm sewers, irrigation lines, and both underground and overhead electric and telephone lines have considerable impacts on trees. Some typical design alternatives which should be considered are:~~

~~(A) Establish the utility assignment where it will have the least impact on trees, if possible.~~

~~(B) Stack underground utilitylines to reduce the number of trenches required.~~

~~(C) Bore or tunnel under trees to minimize root impacts.~~

~~§ 108.011 Mitigation Measures~~

~~(a) The emphasis on preserving existing trees is due in part to the adverse growing conditions in the area. Many trees in the area grow very slowly, thus making preservation more critical in order to avoid long term impacts. When a proposed project design necessitates the removal of significant trees, the environmental project manager will make recommendations regarding an appropriate mitigation program.~~

~~(b) The mitigation program shall include temporary protection during construction of trees to be saved, and one or more of the following measures: planting replacement trees, providing a maintenance program for trees to be retained, requiring special construction techniques, and transplanting existing trees. A description of each measure follows.~~

~~§ 108.012 Protection During Construction~~

~~(a) All trees designated to be saved in the construction area should be fenced to protect as much of the critical root zone as possible from root disturbance and soil compaction from the construction operations. Partial protection of the CRZ is always preferable to trunk protection planking.~~

~~(b) At the direction of the environmental project manager, fencing should be placed around the dripline of trees to be saved before clearing or grading operations begin. Fencing should be in accordance with all plan details and be maintained until construction is complete.~~

~~(c) Standard tree notes are listed in Table 3. Fencing details are shown in Figures 4 and 5.~~

~~(d) Any trees removed which are infected with oak wilt should be immediately burned or buried at a landfill to avoid spreading the disease to another site. Any adjacent trees with fresh wounds to roots or trunks should be immediately treated with wound paint.~~

~~The Texas Forest Service should be consulted when questions arise concerning oak wilt.~~

Table 3

TRAVIS COUNTY
STANDARD NOTES FOR TREE AND NATURAL AREA PROTECTION

1. All trees and natural areas shown on plan to be preserved shall be protected during construction with temporary fencing erected according to Travis county standards for tree protection and at the direction of the environmental project manager.

2. Protective fences shall be installed prior to the start of any site preparation work (clearing, grubbing, or grading) and shall be maintained throughout all phases of the construction project.

3. Fencing material shall be minimum 5 foot high standard chain link fence or metal T-posts wrapped with heavy duty, colored construction perimeter mesh.

4. Erosion and sedimentation control barriers shall be installed or maintained in a manner which does not result in moil build-up within tree driplines.

5. Protective fences shall surround the tree or group of trees, and will be located at the outermost limit of branches (dripline), or, for natural areas, protective fences shall follow the limit of construction line, in order to prevent the following:

   (a) soil compaction in the root zone area resulting from vehicular traffic or storage of equipment or materials;

   (b) root zone disturbances due to grade changes (greater than 6 inches cut or fill), or trenching not reviewed and authorized;

   (c) wounds to exposed roots, trunk, or limbs by mechanical equipment;

   (d) Other activities detrimental to trees such as chemical storage, cement truck cleaning, and fires.

6. Trees approved for removal shall be removed in a manner which does not impact trees to be preserved. Trees removed with oak wilt disease shall be immediately burned or buried at an approved landfill to avoid spreading the disease. Adjacent tree wounds will immediately be painted with wound paint.

7. Any roots exposed by construction activity shall be pruned flush with the soil. Backfill root areas With good quality top soil as soon as possible. If exposed root areas are not backfilled within 2 days, cover then with organic material In a manner which reduces soil temperature and minimizes water loss due to evaporation.

8. Any trenching required for the installation of landscape irrigation shall be placed as far from existing tree trunks as possible.

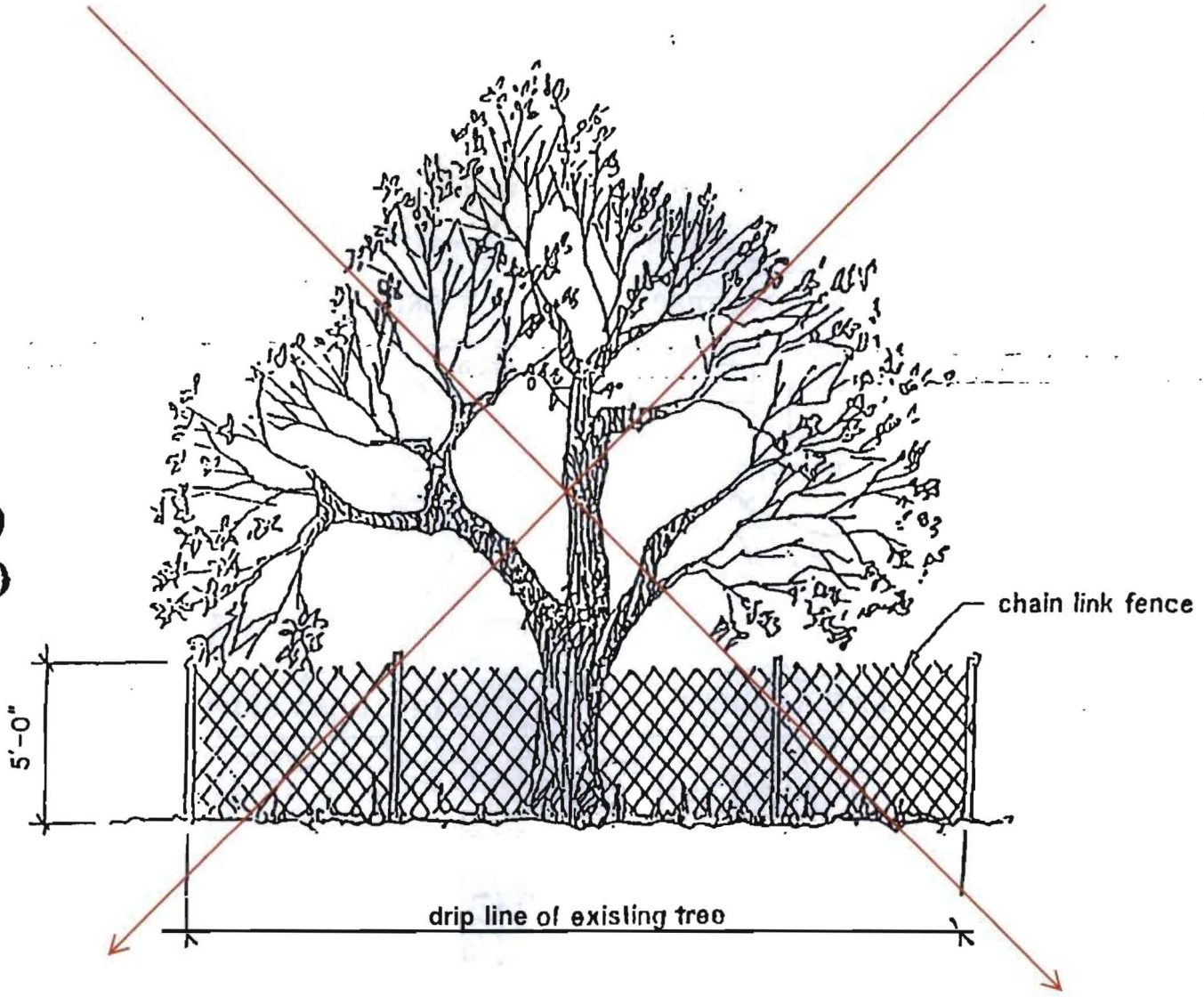
9. No landscape topsoil dressing greater than 4 inches shall be permitted within the dripline of trees. No soil is permitted on the root flare of any tree.

10. Pruning to provide clearance for structures, vehicular traffic and equipment shall take place before damage occurs (ripping of branches, etc.).

11. All finished pruning shall be done according to recognized, approved standards of the industry (reference the National Arborist Association Pruning Standard for Shade Trees).

~~Figure 4~~

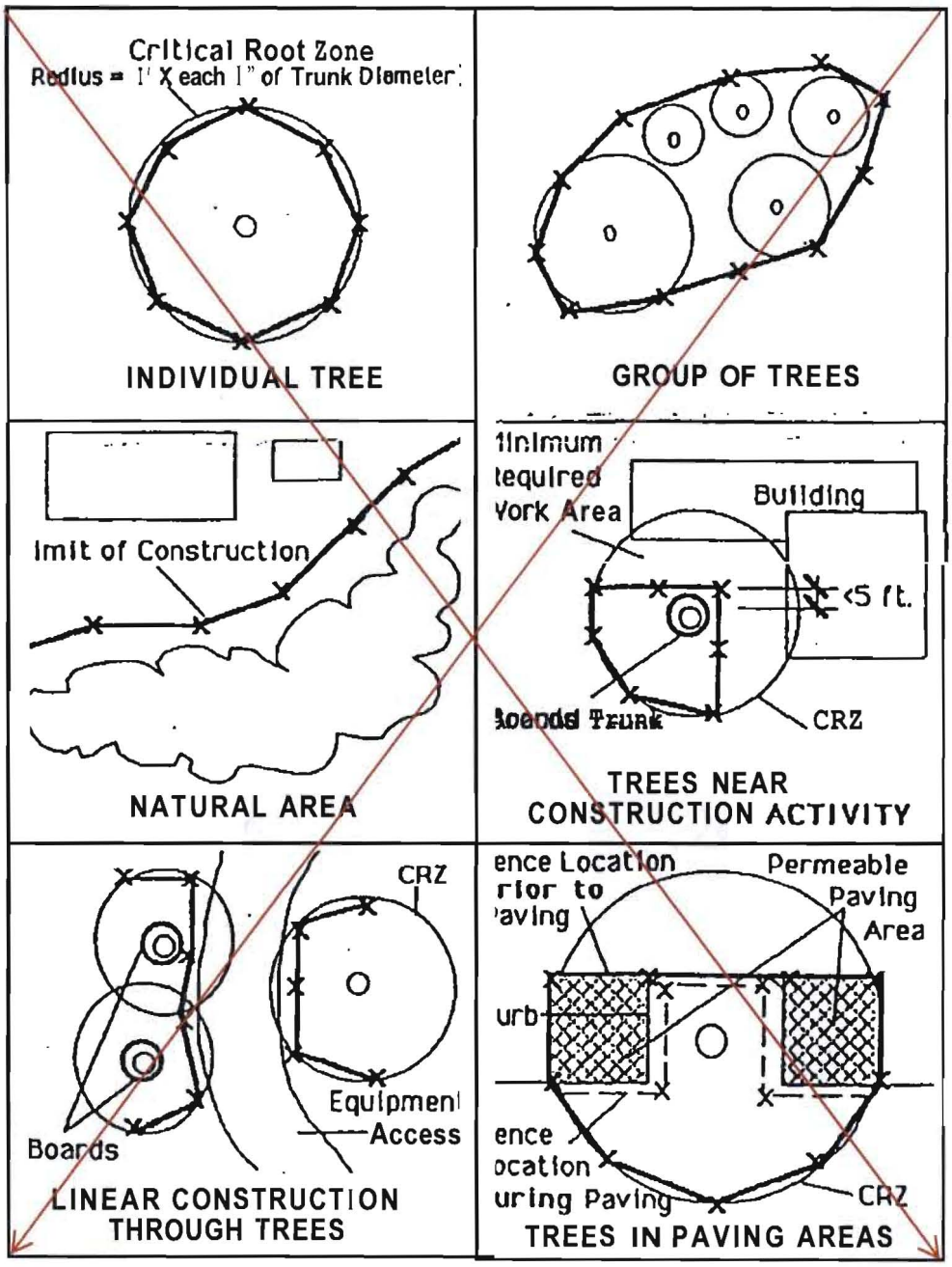
~~TREE PROTECTION: CHAIN LINK FENCE~~



~~Source: City of Austin~~

~~Figure 5~~

~~STANDARD TREE PROTECTION FENCE LOCATIONS~~



~~Source: City of Austin~~

~~§ 108.013 Replacement Trees~~

~~(a) The most common measure used to mitigate tree removals is to plant replacement trees: The following factors affect tree replacement:~~

~~(1) Available Planting Area~~

~~(A) Replacement trees should preferably be planted on the site, right of way, or easement from which existing trees are removed. (Roadway clear zone criteria for planting and/or preserving trees in rights of way are provided in the Appendix.) If the site is unsuitable or space is limited, replacement trees can be planted on adjacent County lands such as parks or other County facilities. Any off site planting or planting on non-County land is subject to all legal restrictions applicable to the use of County and CIP funds.~~

~~(B) To ensure survival, replacement trees will typically require that some type of irrigation be implemented for a minimum of one year, and up to two years if deemed necessary. Irrigation may not be required if it can be demonstrated that, given the size and type of trees planted, the planting site, and the time of year the trees are planted, the mortality rate is likely to be low.~~

~~(2) Quantities of Replacement Trees~~

~~(A)~~ **For** ~~all protected trees, all Class I and 11 trees~~ **8** ~~inches and greater, and all native trees~~ **6** ~~inches and greater, full caliper inch replacement~~ **is** ~~required (e.g.,~~ **20** ~~caliper inches of replacement trees for an existing 20 inch diameter tree that is removed). Up to 1 percent of a project's total construction bid amount may be spent on replacement trees. The Commissioners' Court shall approve expenditures for replacement trees which exceed 1 percent of a project's construction bid amount. Caliper inch tree replacement values which exceed 1 percent or exceed the planting space available for a project, shall be set aside for planting considerations at other suitable sites per this policy.~~

~~(B) These replacement tree quantities are intended only as a minimum and may be exceeded based upon the character of the individual project. For project sites where few trees exist or are removed, planting additional trees can be accomplished within the 1 percent of budget cap.~~

~~(C) The minimum size for replacement trees will typically be between 1 and~~ **4** ~~caliper inches depending on the situation. Trees greater than~~ **4** ~~caliper inches may be permitted if the feasibility is adequately documented.~~

~~For example, if an existing 20 inch protected tree is to be removed, at least two scenarios are possible. If the site in question could only support a few trees and if there is good irrigation available, then~~ **5** ~~trees with a minimum 4 inch caliper would be acceptable. If there is ample planting space and minimal irrigation potential, then 20 1 inch caliper trees would be more acceptable.~~

~~(3) Types of Replacement Trees~~

~~(A) Unless site conditions prohibit it,~~ **75** ~~percent of the total caliper inches of replacement trees must be represented by large Class I tree species (see Table 2). The remaining~~ **25** ~~percent of total caliper inches may be represented by a mixture of small Class I species and any Class II species. Replacement trees for native species must come from the list of native trees found in Table 2. Ashe Juniper may be required in the mixture if specified by U.S. Fish and Wildlife Service for habitat restoration regarding endangered species.~~

~~(B) A minimum of~~ **5** ~~different species of trees must be planted if more than 100 caliper inches of trees are required. This requirement is meant to prevent large monocultures from being planted on sites, which increases chances of disease epidemics.~~

~~(C) In and near known areas of oak wilt, planting certain species of oaks such as Live Oak (Quercus virginiana), Spanish Oak (Quercus shumardii), Texas Red Oak (Quercus texana) and similar thin bark red oaks is not allowed.~~

§ ~~108.014~~ ~~Tree Maintenance~~

~~(a) This mitigative measure is most appropriate in cases where the minimum design criteria established in Section 4.1, Tree Preservation Design Criteria, cannot be met for individual trees. Deviations from those criteria increase the chances of a tree's death or greatly reduce its longevity.~~ **A** ~~remedial care program can increase the survival potential to an acceptable level in many cases.~~

~~(b)~~ **A** ~~good maintenance program is beneficial for any trees subjected to construction pressures even when all design criteria and protective measures have been met. For this reason, a tree maintenance program for all remaining trees on a site may, in some cases, serve as mitigation for trees destroyed in lieu of replacement trees. A remedial care program typically extends a minimum of 18 months after project completion.~~

~~§ 108.015 Special Construction Techniques~~

~~In conjunction with remedial care, mitigation for trees removed may include special construction techniques not normally required in standard specifications. Some of these techniques include the following:~~

~~(a) Prior to excavation within tree driplines or the removal of trees adjacent to other trees that are to remain, make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment to minimize root damage.~~

~~(b) In critical root zone areas that cannot be protected with fencing during construction and where heavy traffic is anticipated, cover the areas with 4 inches of organic mulch or gravel to minimize soil compaction.~~

~~(c) Perform all grading within critical root zone areas by hand or with small equipment to minimize root damage.~~

~~(d) Water deeply all trees heavily impacted by construction activities once a week during periods of hot, dry weather. Spray tree crowns with water periodically to reduce dust accumulation on the leaves.~~

~~(e) when installing concrete adjacent to a tree's root zone, use a plastic vapor barrier behind the concrete to prevent lime from leaching into the soil.~~

~~§108.016 Transplanting~~

~~(a) Another form of mitigation is to transplant existing trees. Trees as large as 26 inches in diameter have successfully been moved in Travis County. Due to the inherent difficulties of this type of operation, a comprehensive feasibility report must accompany any such request.~~

~~(b) The feasibility report must contain such information as:~~

~~(1) digging method;~~

~~(2) relocation sites;~~

~~(3) method of transport;~~

~~(4) time of year transplanting will take place;~~

~~(5) storage methods (if any); and~~

~~(6) maintenance programs before and after transplanting.~~

§ ~~108.017 Road and Park Maintenance~~

~~Road and park maintenance activities shall comply with this policy, where applicable, to preserve and protect trees in Travis County. Maintenance activities, such as mowing and right of way clearing, shall be performed in a manner which minimizes the impact on adjacent trees. Special maintenance techniques include the following:~~

~~(a) Perform all mowing and clearing within the drlpline of a tree by hand to prevent wounds to trunks or limbs by mechanical equipment.~~

~~(b) Prune to provide clearance for equipment before damage occurs (ripping of branches, etc.).~~

~~(c) When pruning, treat all limbs greater than 1 inch in diameter with wound paint to help prevent the spread of disease.~~

~~(d) All finished pruning shall be done according to recognized standards of the industry (reference the National Arborist Association Pruning Standards for Shade Trees).~~

~~(b) For trees located off site with branches extending onto a County owned or leased site, park, right of way, or easement, the following procedures shall apply:~~

~~(1) Ask the property owner to prune the tree branches in question.~~

~~(2) **Ask** the property owner for permission to allow the County to perform such pruning.~~

~~**(3)** If the County performs the pruning, all pruning shall be done according to recognized standards of the industry (reference the National Arborist Association Pruning Standards for Shade Trees).~~

~~§ 108.018 Appendix~~

~~ROADWAY CLEAR ZONE CRITERIA~~

	~~DESIGN SPEED~~	~~CLEAR ZONE WIDTH~~
~~With roadside drainage (Rural section)~~	~~45 MPH or greater~~ ~~40 MPH or less~~	~~30' min.*~~ ~~16' min.*~~
~~With curb & gutter (Urban section)~~	~~All~~	~~6' min.**~~
~~Access roads within County owned or leased property (parks, detention center, etc.)~~	~~All~~	~~6' desirable~~

~~• May be reduced to an absolute minimum of 10' when the average daily traffic volume is less than 750. May also be reduced in limited cases consistent with AASHTO criteria.~~

~~** Trees may be planted in the center of medians measuring at least 14' face of curb to face of curb if the trees do not restrict vehicle sight lines.~~

~~NOTES:~~

~~1. The clear zone is the area adjacent to the roadway that allows an errant vehicle to recover without striking an unyielding object. It is measured from the edge of the traveled lane (typically the outside edge line or face of curb).~~

~~2. Trees growing to a diameter of 6" or less at maturity are considered YIELDING OBJECTS; trees growing to a diameter of greater than 6" at maturity are considered UNYIELDING OBJECTS.~~

~~3. Unyielding trees may remain in the clear zone if protected with guardrail installed consistent with accepted engineering practice. This typically requires a minimum of 2' from the tree to the back of the guardrail. Yielding trees typically should be set back a minimum of 3' from the edge of the traveled lane.~~

~~4. Vertical clearance from roadway surface to overhanging tree branches shall be a minimum of 14'6" on arterial roadways. Lesser clearances are acceptable on lower classes of roadways.~~

EXHIBIT 4

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 82.934 – 82.940 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 requirements for maintenance and operation of a permanent water quality control (and a BMP Maintenance Permit for a subset of the 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 water quality requirements is found in 82.910.
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 replaced 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. Some changes to the exceptions to setback requirements are proposed.
82.211(g) - (h)	These subsections principally cross-reference other sections in Chapter 82.	Proposed 82.934 – 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 82.934 – 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 82.934 – 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, Subchapter L, and new proposed Chapter 104 address discharges associated with industrial activity.

Affected Rule	Existing Requirement	Disposition of the Requirement
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. The requirements for tree preservation are proposed to include a future R.O.W. proposed for a subdivision.

EXHIBIT 5

Response to Comments on Proposed

Water Quality Protection Rules

In this exhibit, the comment is either restated or paraphrased. The Travis County TNR response is in *italics* following each comment

Comments from Michael E. Barrett, for Save Barton Creek Association (SBCA), received 2/4/12. Travis County responses in italics.

Discharge Standards

Most of the elements of the construction sections reiterate requirements of other guidance such as the Texas Construction General Permit, with some improvements, such as a review of the Storm Water Pollution Prevention Plan (SWP3) by County staff. The main modification that would improve these requirements is to have a numeric standard for discharge quality to determine whether a site is in compliance with their permit (Section 82.940: reserved). As written, the proposed standard is to "minimize off-site discharge of sediment and other pollutants". This is a very difficult standard to enforce and has historically resulted in erosion and sediment control measures that lag far behind those implemented in other areas of the US. A numerical standard also provides the opportunity for stakeholders, such as SBCA to conduct their own monitoring and develop evidence that can be presented in administrative and legal proceedings.

The US EPA has been working for the last two years to develop a nationwide numeric standard for construction site runoff without success. Much of this difficulty is associated with trying to adopt a standard appropriate for the wide range of climatic, topographic, and soil conditions present across the country. In contrast, EPA in many documents continues to promote a watershed based approach and that is what I recommend the County consider in this case. There is abundant local data collected between 1978 and 2008 by the US Geological Survey that provides the data necessary to develop a scientifically based discharge standard.

Figure 1 presents historical turbidity data for Barton Creek during wet weather flows. The turbidity is measured in nephelometric turbidity units (NTU), a measure of light scattering. This figure presents the cumulative probability that an observed turbidity will not be exceeded. It indicates half of the analyzed storms had a turbidity of less than 130 NTU, while 90% of all wet weather events in Barton Creek had turbidities less than about 725 NTU. The observed range during this monitoring period is 3.6 to 2,200 NTU. Construction site runoff, on the other hand, frequently has turbidities exceeding 4000 NTU, which is the upper range of readily available monitoring equipment. Based on these data, I recommend that the County adopt a numeric turbidity discharge limit of not greater than 130 NTU.

The questions that immediately arise include whether there is precedent for establishing a turbidity standard and whether the 130 NTU is reasonably achievable. In fact, a number of states and other jurisdictions have established turbidity standards despite the inaction at the federal level. These include Alabama, California, Georgia, Oregon, Vermont, Washington, and Wyoming, not all of which are considered among the nation's most progressive states. The standards developed include absolute values as well as allowable increase over background, determined by measuring turbidity upstream and downstream of a discharge. The latter standard is more difficult to document, especially for projects that do not discharge directly to surface water, but are comingled with runoff from offsite prior to discharge. Jurisdictions that have standards more stringent that 130 NTU include, Alabama (50 NTU), Georgia (25 NTU),

Vermont (25 NTU), Washington (5 – 10 NTU increase over background), and Wyoming (10 -15 NTU increase over background). The widespread adoption of these low turbidity standards indicate that a 130 NTU standard should be achievable with current technology if the erosion and sediment control measures are properly designed, implemented, and maintained.

Achieving this turbidity limit will require some changes to current erosion and sediment control practices on construction sites. At too many sites, these controls seem limited to perimeter silt fencing and inlet protect. These practices alone will not be adequate to achieve the proposed turbidity limit. Other erosion and sediment control measures implemented during construction can substantially reduced sediment discharge. These measures include the widespread use of mulch from the trees removed at a site to cover disturbed areas. This groundcover substantially reduces the mobilization and transport of sediment. In addition, construction of permanent stormwater BMPs (e.g., sand filtration systems), prior to site clearing and other construction activities, results in high quality treatment of construction runoff prior to discharge. It is not really feasible to design erosion and sediment controls to address the largest storm events that might occur. Consequently, it may be necessary to exempt storms larger than the 2- year, 24-hour event, from the turbidity standard as EPA has proposed. *The County agrees that effluent limitations are necessary and appropriate. We agree that your analysis demonstrates the feasibility of providing this additional safeguard. Earlier drafts of this rule circulated to stakeholders had included a "placeholder section" for the turbidity limitation that the USEPA was expected to promulgate by now. In spite of the reasonable approach presented in this comment, the County is hesitant to take this significant step at this time. First, we expect the USEPA to set the appropriate standard for implementation nationwide. Secondly, if the USEPA does not act, it will be prudent of the County to develop an inclusive stakeholder process to obtain advice and to consider an appropriate standard for our community, given the local data on receiving water impacts and treatability of sediment typically resulting from soils of this area. The County may consider identifying a stakeholder-based process for developing such standards, for the Round 2 SWMP it must develop and begin implementing after renewal of the Small MS4 permit later this year.*

Sampling Requirements

In order to determine whether the numeric discharge standard has been achieved, I recommend that the operator of a construction site subject to that standard be required to implement a sampling program. Requirements adopted by the County should include direction on when to sample (whenever there is a discharge from the site), but perhaps only during normal working hours to avoid safety concerns associated with nighttime access or when conditions would cause a reasonable person to believe that the safety of the sampling team was a imperiled.

Requirements for sampling typically include direction on sampling frequency. Draft EPA guidance would required that the first sample be collected within the first hour of discharge and that a minimum of 3 samples be collected in total over the course of the day, distributed in such a way as to be representative.

Requirements also generally include guidance on location and protocols of sample collection to ensure that the data are representative. I recommend that the County adopt guidance included in the EPA Draft Construction General Permit (2011) regarding these elements.

The County should require that the operator submit a report of sampling results once per month to demonstrate compliance with the standard. A standard format should be developed that includes the identification of the discharge points, dates, observed values, and actions undertaken when the average discharge turbidity exceeds the standard.

Monitoring requirements can present a special burden for very small projects; consequently, I recommend that the phased approach contained in the EPA Draft Construction General Permit from last April be adopted. This requires that sites disturbing more than 20 acres (or part of a larger common plan of development) be subject to this requirement immediately and that commencing in 2014 this be extended to sites with disturbed areas as small as 10 acres. See previous response.

Post Construction

The County is proposing enhanced protection of water quality in the western watersheds by adopting the use of the technical guidance manual prepared by the LCRA. Although it is not explicit in the LCRA guidance the required BMP configurations were developed based on numerical criteria for sediment and phosphorus reduction. There is no question that a higher level of pollutant removal could be required by, for example, adopting the terms of the SOS Ordinance, which requires that new development result in no net increase of the pollutant load. Although required discharge concentrations under the LCRA guidance would not exceed predevelopment concentrations, the load (concentration x volume) would increase because of the substantial increase in runoff volume. It may or may not be politically feasible for the County to adopt the more stringent SOS criteria. *Instead of LCRA HLWO requirements, the SOS Ordinance applies in this rule in certain Austin ETJ areas that are western watersheds. These would be western watersheds also identified in Austin's Code as subject to the SOS Ordinance standards. The County believes it would need to have a more thorough stakeholder process to consider extending the SOS criteria to additional western watersheds beyond the Austin ETJ.*

One major event in stormwater regulation is that EPA is scheduled to publish a draft nationwide stormwater rule in the near future. At this time it does not appear that EPA will act fast enough for us to know the content prior to finalizing the County code. Discussions with the EPA indicate a much greater focus on the preservation of predevelopment hydrological conditions and an emphasis on the use of Low Impact Development measures (rain gardens/bioretention, vegetated filter strips, reduced/disconnected impervious cover, and many more). *Once USEPA acts, Travis County and neighboring jurisdictions should review our existing BMPs for consistency with the direction USEPA takes. A review in this manner would be an appropriate addition to the Round 2 SWMP that the County will be required to develop and implement when the Small MS4 permit is renewed.*

One BMP that is not included in either the City of Austin or LCRA guidance is the Permeable Friction Course (PFC), which is a thin, permeable pavement overlay. PFC is an alternative to traditional hot mix asphalt and is produced by eliminating the fine aggregate from the asphalt mix. Rain that falls on the friction course drains through the porous layer to the original impervious road surface at which point the water drains along the boundary between the pavement types until the runoff emerges at the edge of the pavement. Porous asphalt overlays are used increasingly by state transportation agencies, including those in Arizona, Georgia, Texas, California, and Utah, to improve drivability in wet weather conditions and to reduce noise from highway traffic.

In terms of water quality, research in Europe and across the US indicates that the pollutant reduction associated with this type of pavement is roughly equivalent to that achieved by Austin sand filters (Eck et al., 2011). PFC is recognized as a permanent BMP for highways over the Edwards Aquifer by the TCEQ. The advantage of PFC is that it can be overlain on existing roadways to improve water quality without the need for purchasing additional right-of-way or the construction of stormwater treatment facilities. I recommend that PFC be adopted by the County as the standard paving material for all county roads. *The County is not proposing a technical guidance document of its own. We participate in processes that result in the adoption of revised criteria by other jurisdictions and will be receptive to designs that have advantages. We do agree that PFC offers superior safety benefits due to water drainage and traction. The County has considered PFC in the design of a roadway in the recent past but PFC was not chosen. At the time, PFC costs were higher than hot mix treatments and not cost effective for the County ($55/T vs. $100/T). Other disadvantages include higher maintenance costs to repair the road, costlier designs if roads have curbs/gutters, and the potential to lose the water quality function over time due to clogging. At this time, the County believes the conventional hot mix asphalt and use of storm water treatment facilities would be less expensive.*
Although stormwater treatment may be required at a site, its performance can only be ensured with a thorough inspection and maintenance program. One component of the post construction requirements is that the operators of all facilities constructed after August 12, 2007 must obtain a BMP Maintenance Permit that is renewed annually. One shortcoming is that it only appears that the facility owner must provide information (through a concurrence letter from a licensed engineer) to indicate that the facility was constructed as designed and is in proper working order. This is a good first step, but additional measures could provide more assurance that the controls are functional and transfer much of the burden to the facility owner.

I recommend that the holder of a BMP Maintenance Permit in areas other than the City of Austin ETJ be required to submit with their application for annual renewal a document from a licensed engineer indicating that all maintenance activities identified in the permit have been completed and that the facility remains in proper operating condition. *The rule has been revised to incorporate the proposal into the rule. It is agreed that the requirement will help keep the owners of these structures more focused on this long-term infrastructure management necessity.*

In addition, the County should adopt civil penalties of at least $100/day for each day that the document is late. Incorporating this change in the code would transfer most of the inspection burden to the facility owner and reduce the demand on County resources. *It is our department policy to not stipulate fees within the County Code. Fees are adopted by the Commissioners' Court as separate items. However, having a negative consequence for a late submittal may encourage renewals on time. Therefore, Section 82.918 has been revised to establish that a renewal application more than 30 days late will be subject to a late fee.*

I strongly oppose granting an exemption to "districts" from the requirement to hold a BMP Maintenance Permit. Many of the BMPs in the Hill Country are operated by Municipal Utility Districts and exempting them from this requirement substantially weakens the potential of the permit system for ensuring the proper operation of stormwater BMPs and the protection of the precious water resources of this area. *The County agrees with this comment and utility districts will be required to obtain the BMP Maintenance Permit with a three year term.*

Comments from TX Aggregate & Concrete Assn. (TACA), February 7, 2012. In letter of 2/7/12, TXI, Inc. also indicated it supported of TACA comments. Travis Co. responses in italics.

As a general response to the comments, the County has deleted proposed section 82.945 and replaced it with a new proposed subchapter L (Sections 82.980 – 82.991).

Section 82.002 Definitions It is important to first note that the proposed and amended definitions overlap state and federal definitions in many cases. Potential conflicts may make it difficult for entities to comply with all county, city, state, and federal regulations which rely on these various definitions. *In response to this comment and further discussion, the following definitions were deleted: "aggregate", "contemporaneous reclamation", and "reclamation". The following new definitions were added: "active resource extraction area", "alternative post-mining use", "concurrent reclamation", and "resource extraction area".*

Section 82.945 Requirements for Quarries and Mines

The language in 82.945(a) states that the section "addresses best management practices for the control of pollutants discharged in storm water as a result of mining or quarrying activities,". More specifically, the authority granted to the County under Local Government Code Title 13, Subtitle C, Chapter 573, section 573.002, stipulates that a "county...may take any necessary or proper action to comply with the requirements of the stormwater permitting program under the national pollutant discharge elimination system" including Section 573.002, (2): "developing, implementing and enforcing stormwater management guidelines design criteria, or rules to reduce discharge of pollutants into any conveyance or system of conveyance owned or operated by the county, district or authority that is designed for collecting stormwater".

This authority is limited. It limits County authority to taking actions to comply with its obligations under the national pollutant discharge elimination system (NPDES), and specifically references stormwater discharging only into county-owned or operated stormwater conveyances. However, several of the requirements laid out in this section appear to greatly exceed this authority. *The TCEQ requires a small MS4 to comply with a general permit that requires a SWMP to address discharges that will reach waters of the US including those from a public and a private storm sewer system.*

Reviewing the requirements in proposed section 82.945 reveals that a large majority has been drawn directly from those established for quarrying and mining under Highland Lakes Watershed Ordinance by Lower Colorado River Authority (LCRA). This raises a number of questions. The authority for this ordinance was granted specifically through the LCRA Enabling Act, in Texas Water Code Section 222.004(a), (d), (e), (q). The listed sections relate specifically to authority for protection of the Colorado River and its tributaries. While TACA agrees that it is critical to protect this resource, this was a legislative action granting specific authority to enable

LCRA to manage the Colorado River watershed. The County does not have the same explicit legislative authority to regulate activities in the manner as LCRA does, even though some of the territory in which LCRA has authority overlaps into the County. The County is called to comply with the requirements of the stormwater permitting program under NPDES.

The authority of each entity, while overlapping, is separate and distinct. Furthermore, reading of section 220.004(q) further clarifies this limitation on authority as it states: "An ordinance adopted under this section may not be adopted in any county or counties outside the existing boundaries of the authority." While the County is not directly adopting the ordinance, a review of the language indicates that both the LCRA Ordinance for quarrying and mining activity and proposed 82.945 are substantially similar as to be the same. The application of these standards in proposed section 82.945 goes beyond the authority of the County. *It is true that the County reviewed the HLWO mining/quarrying requirements, but we do not assert the County's authority as being the same as that of LCRA. The authority for these rules is specified in Section 82.911.*

In the context of this primary question of the correct application of the County's authority, the following comments focus on specific sections of 82.945. It should be noted that many of the proposed sections refer to other specific sections earlier in the rules which are not currently being proposed for changes. These add significant requirements for mines and quarries and cause a substantial increase in complexity to understanding the requirements for compliance with the rules.

82.945(c) Water Quality Management

82.945(c)(1) Project areas not discharging into a pit

These regulations make reference that stormwater runoff not discharging into the pit must meet the requirements of section 82.944, permanent water quality controls. The definition of what constitutes a pit is unclear in the context of this section. *This has been addressed with the new definition of "active resource extraction area".*

In addition, and more importantly, operations do not discharge any stormwater off of the property without obtaining the required permit from the Texas Commission on Environmental Quality. This permit, typically referred to as the MSGP TXR05, already stipulates many requirements to protect water quality, including BMP's, sampling and inspection requirements along with reporting obligations. These requirements already allow the County to meet its obligation under the stormwater permitting requirements of the NPDES. In addition, to require mines or quarries to meet the requirements outlined in 82.944 would be impractical and likely to provide little benefit to water quality. *Provisions for monitoring of storm water discharges have been revised as described in 82.986, are consistent with the parameters required for*

analysis under the TCEQ's MSGP. However, the County will require a more frequent sampling frequency of quarterly.

In particular, the requirement for an impervious liner where there is surface runoff to groundwater conductivity for a mine has no real justification. Unlike a residential development or other commercial operation, any constituents of discharge from a mining operation are typically native to the site and chemically identical to the substrata that they will be infiltrating. Additionally, the most common issue with ground water quality in Travis County is related to nutrients associated with past farming practices. Converting land from an agricultural use to a mining use actually reduces or eliminates the addition of nutrients to the surface, which might positively impact discharges during rain events *The permanent water quality controls are necessary for areas developed and that drain outside of an active resource management area as specified in 82.989. These include buildings, parking lots, or other features. The requirement cites the applicability of pollutant attenuation plan requirements already required by the City of Austin in the ETJ. The requirement for a lined water quality control structure is intended for preventing direct recharge to an aquifer. Section 82.944 has been revised to clarify this intent.*

Finally, in reviewing the authority granted to Travis County, it does not appear that the County has any authority to develop additional rules or requirements on any water that does not leave the property as a surface flow, including water collected in pits and settling basins, because such water will have no impact on surface water quality in the County.

Furthermore, these requirements are excessive and do not lend to improved water quality in sand and gravel operations. Lining an area that is part of an ongoing excavation is not practical, and this requirement directly conflicts with 82.945(c)(2), which does not require a liner for storm water discharging to the pit. It is also unclear how the County wishes to define a "pit". It is common for sand and gravel plants to utilize portions of past pits as effective storm water BMP's, to allow for either retention or detention of storm water discharges. However, as the life of a mine or quarry may be several years, it is possible that a "pit" that is being used as a BMP is no longer an "active" pit. In fact, some old pits may be used as water sources for agricultural use even during the life of the mine. Because these requirements are unclear, and because it doesn't appear that the County has authority for groundwater, or any water that is retained on site, these requirements should be removed. *The proposal did not require lining of mine pits that receive storm water runoff.*

82.945(c)(2) Project area discharging into a pit

Any stormwater that remains on the site of a mine does not fall within the jurisdiction of County regulation. Also, the requirements of this section directly conflict with BMP's and water quality protection strategies utilized toward compliance with TCEQ and EPA water quality

requirements by responsible mine and quarry operators in the State. 82.945(c)(2)(A) requires that each pit intended to be used as a permanent BMP must contain the runoff volume of a 10 year, 24 hour storm event without a discharge. This requirement is unnecessary and is more in line with a wastewater impoundment rather than a stormwater detention basin. Mines and quarries are already subject to TCEQ and EPA requirements, which govern the quality of storm water discharges. There is no requirement for lining of storm water ponds, or for maintaining a particular capacity, because that gives the operations the flexibility to develop BMP's that work best for their particular site characteristics. There is absolutely no justification for a capacity requirement, if the water that discharges the pit is sufficiently clean when it leaves the property, and the outfall is appropriately permitted with the TCEQ. Again, it must be stated that the County has not defined a "pit", and does not appear to have the authority to create rules for water that does not leave the property.

Furthermore, site conditions and market cycles have significant effects on the phasing and size of excavations. These overly-restrictive requirements either reduce the flexibility of operators to respond to their markets, or cause the expenditure of significant resources to prepare plans and designs that offer no value to the County, the Public, or the Environment. The County does not appear to have justified any of these new requirements with scientific data, or considered the significant financial impact on the regulated community with respect to what benefits might be realized. *The requirement that a mine pit's capacity be identified as satisfactory has been deleted. If a mine pit discharges, it is subject to monitoring per 82.986. Section 82.989 includes requirements for ensuring adequate water quality volume, for storm water discharges that are not routed to an active resource extraction area.*

82.945(c)(4) Additional Report Submittals, (A) through (D):

As referenced above, requirements of this proposed regulation are taken directly from the LCRA's Highland Lakes Watershed Protection Ordinance, which TACA has previously commented as outside the scope of authority for the County. Even despite the contention that the County does not have authority to adapt the LCRA ordinance for quarrying and mining, it is interesting to note that even in the LCRA ordinance, the report submittals are referred to in section 2.3.4 of the Technical Manual as "Potential Submittals to LCRA" (emphasis added). This section goes on to say that the "LCRA may require an applicant to submit certain information dependent upon site conditions, planned quarry or mine activities, size of quarry or mine and depth of excavation." It does not state "LCRA shall require..." While the County retains the ability to waive these requirements in section (E), it does so in an obtuse manner. The wording of 82.945(c)(4) is more restrictive than that of the LCRA Technical Manual in that it specifies "Unless waived by the County Executive as specified in subparagraph (E), an applicant must submit the following:" Given this unnecessary strengthening of authority, TACA offers the

following comments on each of the required reports. *Section 82.945(c)(4) has been replaced with 82.983 and the requirements for a hydrogeologic report, a groundwater monitoring plan, and a surface water monitoring plan have been deleted. The County Executive may waive at least three of the submittals outlined in 82.983, including the environmental assessment, the hydrologic report, or the resource extraction plan. We disagree with the comment of being obtuse. A pre-proposal concept plan meeting will allow for a thoughtful determination of the need for the submittals, insomuch as the County understands that each particular proposal may not be as significant as others.*

(A) Hydrologic report prepared by a Texas licensed P.E.

It is unclear what the County is requiring here. A hydrologic report implies that an exhaustive (and expensive) report should be prepared that identifies these features and documents a variety of intricate detail for each feature. Furthermore, the requirement that the report be prepared by a P.E. is unjustified and unnecessary, and doesn't consider that other qualified persons could prepare such a report, such as a Landscape Architect. All the information that would be useful to the County would already be contained in the various maps or plans that are required by existing programs such as storm water permitting, existing requirements for site development permit applications (Class B Travis County Flood Hazard Development Permit), SPCC plans, etc. Again, the County has failed to show any cause as to why these additional requirements are justified, or how the significant financial and resource investments by the applicant would in any way benefit the public, or the environment, with respect to the County's storm water management obligations. *The hydrologic report is a required submittal justified by the need to have a SWP3. Some mining operations are of very large acreage and a full understanding of how storm water flows is justified. There are no existing development permit requirements for this report.*

(B) Hydrogeologic report prepared by Texas-licensed Professional Geoscientist

The County has no authority to regulate ground water quality management, and, therefore no authority to require such a report. In addition, the County has not shown any cause for such a requirement, or provided any analysis as to the cost/benefit comparison of such a requirement.

(C) Surface Water Monitoring Plan

The County has not demonstrated that the additional requirements beyond current governing regulations in this section are necessary for the management of surface water quality. The County has not provided any data to suggest that mines or quarries are, or would be expected to be, a source of Total Organic Carbon. The County has not provided a justification that the TCEQ MSGP is inadequate for Travis County, or that mines or quarries have contributed to the impairment of any streams in the County. The County has not described what type of annual

report is required. The MSGP TXR05 requires that metals be sampled once per year, and Benchmarks be sampled twice per year. It appears to be the County's intent that only the listed parameters be sampled four times per year, yet the wording of this section does not differentiate between the Benchmarks (which do require an annual report be submitted to the TCEQ) and Annual Hazardous Metals sampling (which does not require an annual report). Additionally, the County does not describe requirements for sampling required by the MSGP, but not listed in this section. Finally, any requirements in this Chapter that conflict with TCEQ's applicable requirements, also conflict with Chapter 104, because Chapter 104 basically requires that applicants comply with any required TCEQ permit for surface water discharges. In conclusion, this requirement should be removed because it is unclear, and because the County has offered no justification for increasing the regulatory burden on mines and quarries.

(D) Groundwater Monitoring Plan

As previously discussed, the County does not have authority to regulate groundwater quality management, or to require any kind of groundwater monitoring plan. *The requirements for a hydrogeologic report, a groundwater monitoring plan, and a surface water monitoring plan have been deleted from the rule proposal. The County's regulatory program will focus on storm water impacts from discharges to surface water. Section 82.986 replaces the requirements for a surface water monitoring plan and is largely consistent with the TCEQ permit requirements.*

82.945(c)(5) Erosion and Sedimentation Control

This section requires that quarries and mines meet sections 82.934-82.940, and 82.970-82.974.

Regarding 82.934, it is important to note that this section is written in a manner that the requirements apply until "final site stabilization is complete." However, the section needs to provide for other potential cases in which a site may transition to other permit coverage, such as a MSGP TXR05, as commonly occurs with mines and quarries. When a facility transfers to different permit coverage, then the construction rules no longer apply, and the County needs to be consistent here with EPA and TCEQ. Additionally, a facility may terminate storm water construction coverage if the site transitions to a zero-discharge condition, when all areas that contribute to storm water flows off the property have been adequately stabilized, or when the facility transfers to an alternative post-mining use. The County should revise the rules to account for these conditions. *The County understands the concerns with regard to trying to place these activities under the stabilization requirements associated with subdivisions or other structural-oriented development. Therefore, more customized ESC and stabilization requirements have been specified in Sections 82.983(b)(6) - (7), and 82.990, relating to a stabilization plan.*

Neither the EPA, nor the TCEQ require that SWP3's be certified by a P.E., or a CPESC, and the County's decision to require such imparts a significant burden upon those developers within Travis County. The County has offered no justification for this requirement, and should remove the requirement from the proposed amendments. It is very troubling that the County has also opted to include requirements that storm water inspections may only be conducted by a person who is CPESC, CESSWI, or CIESC certified. Neither the EPA, nor the TCEQ have determined that such a requirement is warranted, and have always accepted many types of training, so long as the training is adequately comprehensive so that the inspector can be considered a "qualified personnel". At mines and quarries, especially at smaller facilities, there are no resources to provide for plant personnel to get such certifications. Furthermore, the County has offered no explanation to why such a certification would be required in order to be able to evaluate whether BMP's are effective and well-maintained. For the very simple types of BMP's common at mines and quarries, such as silt fence, berms, swales, rock filters, and vegetative buffers, internal training is more than adequate to evaluate these features and identify needed repairs. This requirement is overly-restrictive, burdensome, unjustified, and should be removed in this section and any other section in the County Code. *The County's requirements are in line with requirements of other local jurisdictions, such as the City of Austin. Additionally, the upcoming small MS4 permit is expected to require all MS4s to ensure those who design and inspect for proper implementation of SWP3s are adequately trained. The third party companies in this community who provide SWP3 services to developers are typically certified. The County has identified an 18-month grace period to allow for transition to this new standard. If the site is small and not subject to SWP3 permitting thresholds (generally one acre or a common plan of development), the certification requirements are not applicable. We believe it is appropriate for any person or operator who plans significant disturbance of land, with its potential for water pollution, to be more formally trained and qualified to carry out the sometimes complex requirements of storm water management on a site.*

Section 82.937(b)(4)(A) stipulates that no temporary stockpiling of fill material is allowed to occur in the FEMA 100-year floodplain. However, complying with this proposed limitation is simply unfeasible in that many sand and gravel mining operations are conducted in alluvial terraces within the 100-year floodplain, along the river corridor where the deposits are located. Also, overburden and/or fill material consists typically of the naturally occurring material on the site, and when stockpiled in line with the direction of flow does not obstruct drainage ways. The materials temporarily stockpiled in the floodplain have been excavated from the floodplain, and the volume of the stockpile is offset by the excavation. It is critical that this limitation be removed from the proposed rule amendments, as it is overly-restrictive and does not consider the best management practices at mines and quarries that are alternative, but equally-protective means of managing activities within the FEMA 100-year floodplain. *Temporary storage of fill in the floodplain is allowable in a mining situation, when the net result of*

excavations and fill stockpiling results in a net increase in the capacity of the floodplain to convey storm flows. The prohibition has been modified to reflect this allowance.

82.945(c)(7) Groundwater Conservation District Requirements.

The County does not have authority for groundwater management or quality, and therefore does not have authority to require groundwater monitoring. As such, this section should be removed because operations subject to the jurisdiction of a groundwater conservation district will be required to comply with those applicable rules. *As discussed above, the groundwater monitoring requirements have been deleted from this rule proposal.*

82.945(C)(8)(B) Drainage from Haul Roads

Subject to TCEQ rules, stormwater that does not leave the property has no restrictions or requirements. Regardless of whether the drainage from haul roads flows into a resource extraction excavation or not, such a requirement is unnecessary, and the County has no authority to require water quality controls for haul road drainages (or any drainages) that are contained within the subject property. *The County disagrees with this comment. The fundamental issue is whether storm water from a mining site flows into a surface water either on-site or off-site, or into the County MS4. As an example, there are several circumstances in this County where haul roads cross surface waters in the State within a mine site.*

82.945(c)(9) Pit Backfill Requirements (also 82.943(d))

The County does not have authority to require compaction of backfill material, as compacting backfill has no relation to stormwater quality or management. Further, depending on the intended after-mine use of the property (which is subject to change over time), compaction of backfill may be inconsistent with future plans, and imposes unnecessary and unjustified costs upon the operator. In fact, requiring compaction of backfill, in some cases, could actually increase the potential for erosion problems and flooding, as the infiltration ability of retained water could be negatively impacted. The County has provided no scientific demonstration that this requirement is beneficial to the management of storm water, or that it will provide improved protections to the public or the environment. The County also does not have authority to regulate the final grade of backfilled areas, except for those areas within a floodway (floodplain). In certain specific cases, this requirement would directly conflict with other mine regulations, such as the placement of safety berms along public roadways. Furthermore, such a requirement removes the flexibility of the operator to leave the site in a manner most suitable for the planned after-mine use of the property. Also, it is important to note that the final grade of the property is not directly related to the quality of any water that leaves the property, as you cannot single-out the final grade, but also must consider other BMP's. Finally, this requirement is overly-restrictive because it does not consider that one part

of the property may be above the original grade, while other portions of the property may be below original grade. . *The standards at issue were derived from existing requirements of the City of Austin, applicable in their ETJ where significant mining occurs or is planned to occur. There is a relationship between backfill, backfill compaction, grading, and storm water quality, particularly when backfilled material is subject to runoff, is not re-vegetated or stabilized, and when backfilled material is adjacent or in close proximity to a waterway. Nonetheless, the County has chosen to delete the specific backfill standards first proposed in lieu of a requirement for the stabilization plan (82.990) that will address the compaction, re-grading, and re-vegetation of the site after mining. In this manner, the County is not establishing specific design standards but the applicant must propose a design and post-mining use of the land that provides for adequate water quality protection.*

82.945(c)(10) Resource Extraction Plan

The County has no authority to regulate methods of extraction, or to require a Resource Extraction Plan. The County's authority only extends to those activities that obstruct flows, or reduce capacity in a Floodway (Floodplain), or as relates to stormwater management. Resource extraction activities are variable and must be flexible enough to respond to the site conditions and market demands on a continuous basis. Modifying resource extraction plans and continuously resubmitting modifications to the County to keep up with the daily site challenges is not appropriate or meaningful to improving storm water discharge quality, and places unwarranted burden on mine operators. *The County did not propose criteria or requirements for how extraction must occur. It proposes submittal of a plan (see 82.985) in which an applicant describes the extraction methods it would use. Review of the plan will help ensure the County can approve of a mining proposal that lays out the areas of mining, haul roads, and associated facilities, along with a plan that shows overall storm water management on the site*

82.945(c)(11) Reclamation Plan

The County has no authority to require Reclamation Plans, but only to require that discharges at closed mines do not adversely impact water quality. None of the required submittals in this section would be meaningful because they require looking years into the future, without considering that the conditions of the resource, extraction methods, and expected after-mine use are highly variable. The MSGP TXR05 already contains language to ensure that surface water quality is not adversely impacted by discharges from inactive mines, and the rules being developed in HB 571 will require that the TCEQ continue to inspect these properties at least once every three years, until they have been returned to a suitable post-mining use. Existing federal, state, and county rules already adequately protect surface water without the requirement for a reclamation plan. *The County is required by the MS4 permit to ensure that construction sites, including the disturbed areas caused by mining, are re-vegetated and achieve*

final stabilization. The reclamation plan requirements have been modified into a requirement for a stabilization plan (82.990). The County encourages concurrent stabilization as the mining progresses across a site. Therefore, the need to prepare and plan for stabilization of previously mined areas is not necessarily years into the future or unknown.

82.945(d) Fiscal Security

This requirement could result in excessive financial assurance for areas beyond the scope of storm water protection, and often result in a requirement to post multiple bonds for the same activity. While County authority is for storm water protection, other entities, such as the City of Austin already have fiscal security requirements in place for activities related to protecting storm water In these cases, it is clearly not appropriate to require redundant coverage. There should only be one financial assurance procedure and one release for these activities. *The requirements have been modified in Section 82.991 to take into account when another jurisdiction requires security for site stabilization and a legal agreement on the handling of the security funds is in place. In such instances, fiscal security will not also be required by Travis County.*

82.945(e) Assessment of Reclamation Success

Assessment of general site reclamation is excessive and is beyond erosion control and lateral support, and therefore should not be conducted by the County. The County is not the appropriate authority to assess or judge land use choices for private land management decisions, and there is no consideration to evaluating these requirements with respect to the anticipated post-mining use of the property. Adequate rules are already in place by the EPA, TCEQ, City of Austin, Travis County, and other agencies, to address any health and safety impacts of surface water noncompliance. *It is the County's responsibility to ensure a land use choice and methods/procedures to accomplish them will not result in discharges of pollutants. The mine can choose a land use so long as the plan is fully carried out in a manner that achieves final stabilization. Section 82.991(c) describes the stabilization success criteria.*

Conclusion

As a long-standing member of the community and an organization that will be a part of the region for many years to come, TACA recognizes the importance of participating through the comment phase of the proposed storm water regulations. Several of the proposed regulations, or aspects thereof, extend beyond the authority of the County in that many are not directly related to stormwater management, overlap already existing requirements that are currently being met, and draw from references that have separately established legislative authority. TACA recognizes the importance of managing water quality, and, more specifically, impacts on storm water, and appreciates the opportunity to provide our comments to the County. TACA

looks forward to working with the County to develop reasonable and protective requirements that fulfill its legislative obligation in a mutually beneficial manner. Thank you for your consideration.

We appreciate your assistance in this matter. Please let me know if you have any questions regarding our position.

Best Regards,

Richard S. Szecsy, Ph.D, PE

President

Comments from TXI, received on 5/25/12, with responses from Travis County in italics.

82.987

(b) Temporary Stabilization Requirements. Any disturbed area, including an overburden stockpile that is observed to be the source of significant sediment in runoff ~~which exceeds the facility's effluent limitations~~, shall require improved BMP's, such as re-vegetation, sediment capture, or other suitable methods, to minimize erosion or runoff of sediment-laden storm water to a waterway.

Travis Co. agrees with the proposed change since the facility effluent quality identified by the TCEQ under the industrial storm water permit are "benchmark" effluent concentrations rather than "limitations".

82.991

(c)(2) Alternative Post Mining Use. For the purposes of this section, an owner or operator will be issued a certificate of completion to allow release of the fiscal security required by this section if the land has been returned to an alternative post-mining land use and the evaluation described in paragraph (3) determines that the conditions of the site do not have the potential to cause or contribute to significant pollutant discharges ~~of storm water~~. Similarly, the owner or operator will be issued a certificate of completion to allow release of the fiscal security if the land has been returned to an alternative post-mining land use, and proof is provided to the County that a new owner or operator has assumed liability for the completion of final stabilization.

Travis Co. agrees with the proposed change since the water quality protection goals of the rule are not to completely eliminate pollutants in storm water discharges; rather the goal is to eliminate or reduce pollutants in storm water discharges to the maximum extent practicable.

82.988

It is our understanding that the proposed language in 82.988 will be changed to remove (b), which removed setback requirements from a minor waterway for mining operations in the alluvial terraces along the Colorado River in cases where it was identified that the minor waterway did not exhibit significant aquatic resources. TXI agrees that this case may best be addressed in 82.941, and applied to any development applications in the County.

As such, we recommend that the following language be added as a general exception to 82.941:

82.941(j)(7)

The requirement for a setback from a minor waterway, or from a portion of a minor waterway, may be excepted if the applicant demonstrates that the minor waterway, or a portion of the minor waterway, lacks a defined bed and banks, does not contain significant aquatic resources, and does not comprise significant riparian habitat."

Many minor waterways may be valuable to preserve, and, thus, in most cases a setback requirement is a sound and responsible inclusion into the County's development rules. However, a minor waterway is not always a defined stream, and in some cases would not currently contain aquatic resources or riparian habitat. For example, in the case of an agricultural field that has been in use for many years, the "minor waterway" may simply be the lowest part of the field through which accumulated rainwater would flow during large storm events. In this case, the "minor waterway" is not a defined stream, does not have a bed and banks, and offers no aquatic resources or riparian habitat. An exception in this case is reasonable and justified, because the setback from this minor waterway would adversely bisect the property, reducing the accessibility and useful value of the land, while gaining or preserving no benefit to the environment, or to water quality.

It is true that the County had considered changing the language first circulated on May 8th to provide an exception under 82.941, the section that sets standards for waterway setbacks. Nonetheless, we determined that a variance process would be more appropriate, considering the case-specific nature of each proposal. Additionally, the County believes a variance process provides for more significant public involvement and opportunity for comment on variances associated with mining proposals. See also the comments provided by the City of Austin on this matter.

Comments from City of Austin, received 5/31/12, with Travis Co. responses in italics

1. 82.913 Applicability: (G)(3) I think we are changing our standards to look at our review applying to 5k of new impervious cover and I think if they stay less than 10k the county would not do a review on small subdivision. If the single office is supposed to handle the reviews in the ETJ and they are not doing one would we just handle it? *Commenter appears to be referring to paragraph (G)(1) not (G)(3). Travis County chose 10,000 SF as a trigger for applying the water quality protection standards based on the same threshold existing under the LCRA HLWO. In terms of which jurisdiction reviews subdivisions in the COA ETJ or do both review, be mindful that all subdivision applications in the COA ETJ are governed by Title 30 rules and the single office, not under these proposed rules.*

2. 82.931 and sections thereafter Submittal Requirements for Environmental Review. In this section it appears that the County is also going to be doing E&S control review. Potential conflict if we are also reviewing the same site plan? Two different reviewers two different opinions? *For non-subdivision matters in the COA ETJ like a commercial site plan, there is not a single office of review. In this instance, the County and COA executed an inter-local agreement on July 12, 2011 that describes roles in the ETJ for site plan review. We have agreed to coordinate reviews and approvals. The County has agreed not to issue a development permit until a city approval is obtained or an approval being effective contingent on City approval. In practice, the County generally will defer to City environmental review on these matters, considering County staff resources and a higher priority to review non-subdivision matters outside of the Austin ETJ or within other municipal ETJs where site plans may not be subject to municipal environmental review.*

3. 82.941 Setbacks for waterways (G)(2)(D) Have we changed our setback from the Colorado river downstream of Ladybird lake to be consistent with their proposed 300'? *This appears to be an internal question to the COA. In the County's proposal, the critical water quality zone will be 300 feet wide, from the OHWM on each bank. It is our judgment that the combination of a critical water quality zone and any additional restrictions due to floodplain will adequately buffer the Colorado River from impacts of storm water runoff.*

4. 82.941 Setbacks for waterways (G)(2)(h)(B) Option 2 floodplain based setback. Again another potential conflict with two entities review same site plan? Our floodplain based parameters for reviewing Western waterways and their setbacks. *Based on comments in 2011 from COA, Travis Co. revised an earlier draft of the rule to exclude the COA ETJ from the western watershed setbacks. 82.941(h) makes that clear. Section 82.941(g) has been revised to make it clear that the county's eastern watershed setbacks will apply there. If (for a non-subdivision matter) there is a difference between the COA and County setbacks there, the more stringent would apply to an applicant.*

5. 82.941 Setbacks for waterways (G)(2)(j) I know we are working on matching their new rules for marinas and low impact park development along the Colorado river but we are not there yet. *Once the COA completes its ordinance making, the County will be requested to adopt them under Title 30. At that same time, it is envisioned that discrepancies in this rule can be proposed to be revised as part of a Chapter 82 rule making package.*

6. 82.943 Cut/fill They did not distinguish between eastern and western watersheds with their blanket 8' maximum. If we are reviewing same plans in WS or BSZ watersheds then they would need a variance from us for anything greater than 4' in upland. *It is our understanding that cut and fill requirements of COA do not differentiate between east and west watersheds either. It is acknowledged that an applicant will need to choose between keeping cut/fill to four feet with no variance or propose a project with up to eight feet cut/fill and need a variance from COA only. Given the topographic constraints in outlying areas of the County (steep slopes west and large floodplains on the east), we are comfortable with the eight foot standard along with the associated environmental protection requirements for such a proposal under 82.943 and 82.941.*

7. 82.945 Subdivision plat notes. I think our legal group might have a problem with them putting a plat note on a plat excluding cut or fill on a lot exceeding 8'. Since it does not say unless variance is approved. We do not put notes like this on plats anymore. *All subdivision applications in the COA ETJ are governed by Title 30 rules and the single office, not under these Chapter 82 proposed rules.*

8. Subchapter K Roadways and ROW's 82.970 and 972. Again potential review conflicts on E&S plan reviews. 972 we do not have a native vegetation section in our code. *All subdivision applications in the COA ETJ are governed by Title 30 rules and the single office, not under these Chapter 82 proposed rules at all. That said, for non-subdivision matters, 82.970 will apply to proposals for construction of a County R.O.W. This section has been revised to explicitly identify applicability to County roadways. Regarding 82.972, the section provides guidance and preferences and designs we ask applicants to carefully consider, not outright mandates. Therefore, we do not foresee review conflicts.*

9. Subchapter L Mine and Quarry 82.988 I do not feel any exemption should be allowed. I believe the setback should be based on the hydrology for that minor tributary and it be set at a studied distance to avoid any dewatering of that tributary. I also do not believe any specific business should have a specific code exemption. *It is agreed there is a potential equity issue to provide an exception to one line of business. It was initially considered given the special nature of mining. Regardless, this exception has been removed and a variance process is identified that would require an applicant demonstration and findings by our Commissioners' Court, along with*

environmental assessment information regarding the quality of the aquatic and riparian resources and hydrologic regime.

Comments from Casey Giles, National Trench Safety Corp., received May 25, 2012, with Travis County responses in italics

- The "master checklist" (item 3, page 28) in the swppp seems like it could be just a detailed Table of Contents?

Yes, similar to that. The County plans to come up with a standard checklist based on the items in Section 82.935. We would like to work with stakeholders to finalize it. The checklist would be filled out and put in the SWP3 Site Notebook.

- Item 6 on page 28 worries me.....the swppp is supposed to be a living breathing document. If something in the field, or something discovered after plan permitting but before construction dictates specific action to be written into the swppp, it seems like that should govern? If nothing else, the inspector and/or contractor and/or engineer and/or CPESC should be able to decide what course of action is best for the water quality protection?

This is really not an issue. Nothing limits the ability to revise the SWP3 or the construction plans after construction starts, if necessary and if the proper steps are followed, as outlined in Section 82.935(i). This is the existing process today. To emphasize, the County as the permit authority cannot review and issue a County development permit based on construction plans, and then allow another document to be issued governing the construction project that could potentially conflict without our review and approval. The document reviewed and permitted by the County must take precedence over the one not reviewed to have a clear line of authority for the project. Then, just as we do now, if there are minor revisions to SWP3 items in the field, those are done with the inspector and contractor. If there are major revisions, the applicant must come back for plan revisions. This provision protects the County if something significant in the SWP3 is changed without going through the proper process, because we can direct the operator to follow the original plans.

- For item F on page 29, are you asking that the SWPPP list what training/certification is required for the contractors? If the Engineer or CPESC is the person responsible for implementation, is further training required? Or is this referring only to the contractor representative who will be onsite almost every day and what he has to know?

This provision was included primarily because we believe the USEPA and TCEQ will have something similar in their upcoming SWP3 requirements. We were not planning to emphasize this section in enforcement; we included it as a provision so the operator will be more aware of training documentation required to be put in the SWP3 in the future. We can consider revising, if necessary to clarify.

- Overall, the revisions are definitely an improvement. I still feel like we are solving a problem that we haven't defined. I don't know how this will make water quality better. A lot of it just seems to put the same information in multiple places, and/or put

references to the same information in multiple places.....making it easier for ya'll, but harder on everyone else? Beefing up requirements on the ESC sheets in the construction plans seems more simple/effective?

This Code change solves a huge problem that will definitely improve water quality. It gives Travis County greater ability to enforce water quality requirements, since pre-existing requirements are too non-specific. The SWP3 format advocated by the stakeholders is the one we are proceeding to establish. Therefore, the burden on SWP3 consultants should not be too different.

Letter of June 11, 2012 – from HBA of Greater Austin; responses by Travis Co. in italics.

1– HBA suggests the recent AG opinion on County platting rules does not provide authority to regulate water availability. *These rules are not based on any of the statutes addressed in the recent AG opinion.*

2 – Chapter 242 of the LGC prohibits Travis County from acting unilaterally in the Extraterritorial Jurisdiction (ETJ) of the municipalities to regulate subdivisions. *First, Chapter 242 prevents a county from unilaterally adopting subdivision regulations applicable in the ETJ of a city with which the county operates a single office and has a joint code governing subdivisions in the ETJ. These rules apply only to subdivisions outside those areas. Second, Chapter 242 applies only to subdivisions and related permits. These rules apply to development permits to which Chapter 242 does not apply because they are authorized by other statutes not related to Chapter 242.*

TNR agrees with the HBA that we should work to optimize the implementation of 242 agreements with every willing jurisdiction. Travis County would like to work with the HBA to identify the highest priorities where new or improved 242 agreements should be established for efficiency and to ensure full protection from subdivision development water quality impacts. The County takes very seriously its duty to comply with both the mandates of the TCEQ and the Small MS4 permit and at the same time the mandate to streamline subdivision approvals in ETJs. No changes were made in response to this comment.

3 - HBA also questions the authority of Travis County to regulate impervious cover stating that an attempt to regulate impervious cover violates the intent of LGC 232.101(b). *The proposed rules do not conflict with the statute. The rules do not set impervious cover (IC) limitations. The proposal does not restrict the use of buildings, the bulk or height of buildings, nor the ratio of building space to lot size. The proposal does require that, when certain intensity of IC is proposed, the proposal must include post-construction water quality treatment. The proposal is consistent with the Small MS4 permit that requires the County to implement strategies for structural BMPs and to use an ordinance to address post-construction runoff.*

4 – The statutory basis for tree preservation and mitigation requirements is questioned. One of the most puzzling requirements is that dealing with tree preservation. No statutory authority for tree preservation/protection by counties exists. *The County proposal is a re-codification of existing County policy adopted as Chapter 108 on March 28, 1995, pertaining to County roads, R.O.W., and County-owned property. Also, existing 82.203(b)(10) requires information on trees in a proposed R.O.W. The proposal today is to repeal Chapter 108 and to simplify the old policy, makes reference to an existing guidance document of the City of Austin for area-wide consistency. The City's guidance is strikingly similar to the old Chapter 108 requirements for tree assessment methods. The County has adequate authority to control the design of a County*

roadway and R.O.W. Also, the preservation of significant-sized trees and the associated root structure is an important way to maintain soil stability and prevent storm water pollution. The most significant difference between the existing policy and the one proposed is that when a development is to result in construction of a roadway that will be accepted by the County in the future, the roadway corridor must include the preservation of significant trees or mitigation for the loss. This proposal does not apply to land that will remain in private ownership, the chief difference between City of Austin requirements and this proposal.

5 - The setbacks from streams are excessive. HBA requests the scientific information with calculations for the setback requirements from streams. The HBA would suggest that a more appropriate setback and one that is unassailable is a setback based on the 100 year flood plain. We also suggest that the setbacks be used as a portion of the takings analysis required under the Texas Property Rights Statute. *A takings impact analysis was prepared and notice of its availability and opportunity to comment on it was completed earlier in 2012. The County is under no obligation to develop a scientifically based project in order to establish setbacks from waterways. Members of the HBA have actively participated in the City of Austin's 2011 – 2012 ordinance development process which resulted in a high level of support for establishing setbacks in the eastern watersheds consistent with the County's proposal. The existing County Code has already established setbacks for the western watersheds that are substantially the same as proposed today. In the case of major waterways in an eastern watershed, the proposal of the County is to reduce the required setback from 400 to 300 feet.*

The proposal does require greater protection than exists in the County Code, for eastern watersheds, identifying stream catchments in the range of 64 to 320 acres as minor waterways with a 100 foot setback. One basis for the requirement includes the TCEQ-approved Gilleland Creek TMDL Implementation Plan, to allow attenuation of anthropogenic bacteria sources through the natural areas that border waterways in the Gilleland watershed. Also, soils in the eastern watersheds are highly erodible and the proposed setbacks in headwater areas will limit or prevent erosion and will help prevent long-range infrastructure costs that occur when stream channels shift and damage structures and improvements built too close to the waterway. Finally, the promulgated standards of the USEPA (40 CFR Part 450) and the draft Small MS4 permit proposed by TCEQ require natural buffers around surface waters as a control measure.

The County does not consider the buffers excessive. In many instances, the floodplain boundary already restricts development in these areas. Several exceptions to the setback requirements are allowed to accommodate development, including setback width averaging, allowances for water/sewer and road installations, and use of setbacks for passive recreational opportunities.

6 - The minimum lot widths do not seem to be authorized under statutes. *The County did not propose minimum lot widths in this rule making.*

7 - "Optimal season for planting" is not set and potentially a source of arbitrary acts by staff. *The rule has been revised to link the re-vegetation requirement to appropriate guidance documents that specify timing of planting.*

8 - Cave setbacks of 150 feet is a requirement for which we would like to see the scientific justification relative to water quality. Recharge 150 to 300 feet, is not defined as to who determines the recharge feature setback. We would also suggest that the setbacks be limited to upstream only. *These requirements are proposed to be carried forward from the existing requirements first set in 2005 in County Code (see existing 82.209(c)(1)(D)). No re-evaluation of these requirements was made. Noteworthy in our consideration is that these requirements are consistent with City of Austin requirements that apply in County jurisdiction (Austin ETJ) already.*

9 - The HBA objects to the prohibition of utility lines, golf course installation within setbacks. Often such locations are the optimal location and to claim that they are an undue hazard is not justified. *The proposal seeks to keep setback areas free from construction, development, and other alterations. However, exceptions for utility placement are allowed under the proposal, when justified in accordance with applicable technical guidelines. The County makes no claim that a utility or golf course is an undue hazard. The County views non-critical use of the setback areas as eliminating an opportunity to protect the water quality of the subject waterway.*

10 - The requirement that the County may require alternate technical criteria and standard details, on a case-by-case basis, in consideration of site-specific conditions is open to arbitrary or capricious application. *Eliminating the provision could also result in lessened flexibility during the environmental review process. This is intended to allow the County to develop special specifications more applicable to the County areas rather than the more urban emphasis of the Austin ECM , for instance.*

11 – Concerns are raised over a requirement that a SWP3 Summary must be submitted when a residential lot development projects will disturb more than 1 acre (82.931(e)(1)). *The Small MS4 permit states that the County must develop, implement, and enforce a program to reduce pollutants in any storm water runoff from an activity that disturbs greater than 1 acre. The County believes a SWP3 Summary is simple to complete and submit, relieves the owner of submittal of an entire SWP3, and provides the County a basic notification that the owner is complying with storm water management requirements of TCEQ.*

12 – Concerns are mentioned regarding the stringency of what must be in an Engineer's Report component of a SWP3 (82.935(c)(3) – (10), relating to the site and project description. *These requirements substantially track what is required by neighboring jurisdictions such as City of Austin and have their basis in TCEQ's SWP3 requirements, as specified in the Construction General Permit. When County officials met with HBA to hear concerns on the Feb. 7th draft of*

the rule, we were encouraged by HBA to revise our requirements to match up with City of Austin requirements (which was done). This level of detail is typically provided in projects under consideration presently. These details are necessary for the environmental review of development proposals subject to County permitting. These requirements are only for engineered projects, not for every project (see 82.935(a)).

13 - As referenced in Section 82.943, an 8 feet maximum cut and fill combined effect (leveling) is inadequate; particularly in a region with extreme topographical changes and such averaging may limit the actual cut to 4'. Lots with slope are the ones most likely to need cut and fill. *Section 82.943(a) replaces existing 82.209(d) adopted previously and now in force. The standard of eight feet maximum is the same standard as exists today. The requirement is written in a clearer manner so it might appear more restrictive than presently. But, it is the same standard. The eight feet maximum is not as stringent as the City of Austin maximum of four feet. That difference better accommodates the terrain in outlying areas of Travis County. The restriction of cut-and-fill within a waterway setback is equivalent to the City of Austin's provision to prohibit cut-and-fill within the critical water quality zone.*

In response to the concerns, the County has adjusted the restrictions to waterway setbacks of 64 acres and greater; we agree that the restriction for setback areas from 5 to 64 acres catchment areas may greatly limit otherwise developable sites. The County has also revised the restriction on 15% or greater slopes, to provide for cut-and-fill as long as certain BMPs are applied.

14 – Regarding Section 82.943(c)(5), HBA commented that so long as the construction permit is active, this is unjustified paperwork and the HBA objects to the requirement The HBA objects to the requirement for an annual report. It is particularly onerous that failure to timely file be cause for revocation of the permit. *As written, the annual report applies only to fill disposal sites <u>not connected</u> with a permitted, primary construction site such as a subdivision development. In these limited situations, it has been the County's experience that inadequate planning and control of the sites occur, fill piles are un-stabilized, and there is often a lack of finality to the construction activity. Therefore, the County proposal is intended to increase planning and compliance and to discourage property owners from getting fill authorizations without a greater degree of foresight to consequences. When it is unsatisfactory, authorization to receive further fill will be revoked and the fill site must be stabilized and closed.*

15 – Regarding Section 82.944, the county authority, such that it exists is through TCEQ that does not regulate impervious cover except with respect to the Barton Springs recharge zone. This section should be deleted. *The commenter is correct that the TCEQ did provide the directive to permit holders like Travis County. The proposal is consistent with the Small MS4 permit that requires the County to implement strategies for structural BMPs and to use an ordinance to address post-construction runoff; therefore, it has not been deleted. The 10,000 SF*

threshold is derived from the LCRA HLWO threshold. The City of Austin also discussed this issue with stakeholders and is considering a square footage threshold for requiring a permanent water quality control through its current ordinance development process, instead of only relying on a percentage of IC formula.

16 – Regarding Eastern Watershed permanent water quality control (82.944(c)), the HBA commented that Travis County should track TCEQ requirements or those of the respective ETJ; e.g. Pflugerville or Manor. *The City of Pflugerville does not have standards for permanent water quality control in its ETJ. Pflugerville and the County are engaged in coordination to streamline ETJ matters at this time. For matters subject to this requirement, the County believes it is appropriate to track the water quality volume requirements of the City of Austin for greater consistency in our community. TCEQ only has specific technical criteria governing application over the Edwards Aquifer recharge and contributing zone.*

17 - The HBA objects to standards or requirements that exceed those set by TCEQ and EPA. SWP3 weekly reports do not require submission to the State as proposed by the County (in Section 82.952); but rather to be maintained. *In addition to the statewide minimum requirements, the County must consider effective and efficient methods to comply with the Small MS4 permit. This proposed submittal would be used on a case-by-case basis and serves as an alternative to travel to a site for a records review. In regard to the general objection over exceeding State requirements, the TCEQ permit encourages consideration of local conditions and the County strives to consider local community standards of Austin and LCRA as well as TCEQ in formulating our local regulations.*

E-mail from Hank Smith, June 11, 2012 with Travis County responses in italics.

Tom here are my comments, sorry for the informality of the format

General Comments

This appears to be a conglomeration of several different documents and it is very difficult to try and follow what the County wants – I would challenge the County staff to flow chart these rules in regards to what is required - When and where different criteria applies, etc...

We believe any new regulations are going to seem more confusing at first to those reviewing them for the first time. We also realize it is our responsibility to have ongoing dialogue and efforts to orient the regulated community on the rules and our objectives. It may be recalled that the County distributed charts showing when various requirements apply or do not apply. The County intends to make an effort to put together guidance for applicants- charts, checklists, etc. This will be done after the rules are adopted. This effort will link up with the new permit software project being implemented by TNR.

I am concerned that these rules take a huge step backwards in regards to water quality simply from the difficulty in interpreting what is required and the County could make a huge step forward by simply saying comply with TCEQ or LCRA criteria and be done with it but I have read these several times and have struggled just make reasonable comments.

We disagree with this comment. The technical criteria of LCRA and the COA are adopted for the western and eastern watersheds, respectively. This improves water quality because it allows the County to enforce rules it hasn't had in the past. Further, the TCEQ sets minimum statewide standards and non-specific requirements that are intended to be more specific and emphasize local conditions and local community preferences. These regulations are based on existing state and local requirements with some items added in which are applicable and necessary to the County organization and MS4 characteristics. Finally, LCRA and TCEQ could make future changes to their criteria in ways the County does not agree. If County rules simply cross-reference LCRA and TCEQ criteria, the County automatically accepts the new criteria even though we disagree with it.

Subchapter "H"

- 82 912 "Geographic Scope" - I continue to have a concern regarding applying the regulations within the ETJ of municipalities where there is no 245 agreement. I believe the proper mechanism for this effort would be to include these recommendations into a 245 agreement otherwise we risk defeating the purpose of the original 245 legislation which was to avoid conflicts in rules but this approach actually creates conflicts since it overlaps with city authority and in certain cases may conflict with city requirements.

See response to HBA letter. The County shares this goal with HBA. To accomplish it, the County must work with many different cities. First, time and staff resources are required to develop HB 1445 agreements and the necessary code amendments. Both the County and the cities have limited staff whose first priority is review and processing of permits so as not to delay construction of projects. Second, these County rules address both subdivision plats and development permits. Some cities take the position that HB 1445 agreements can cover only subdivision plats and there is no legal authority for a city and county to address development permits and site plans in a HB 1445 agreement. Because of these two factors, including these rules in HB 1445 agreements will take a long time. That cannot be accomplished by the deadline that TCEQ has set for the County to adopt these rules, so HB 1445 agreements must be a longer term goal.

- 82.913 what is the definition of a non-substantive revisions or minor corrections
  The County agrees with this need and has clarified what is "substantive" more precisely.
- 92.914 why cant the LCRA and County agree on a single review process instead of a dual review that simply adds time and money to enforce the same regulations. *This issue has been discussed and budget requests to fund the necessary County position to accomplish this have been attempted in the past. TNR is still interested in a single review process for the HLWO area. Again, this is a shared goal, but time and staff resources are required to develop such agreements and the related code amendments. Like a HB 1445 agreement, an agreement with LCRA cannot be immediately accomplished by the TCEQ deadline.*
- 82.916 what is the form of this documentation, why are we burdening other agencies with providing documentation that their rules do not apply to our development and what if we cannot get such verification? IF a rule is "Clearly not applicable" why does an applicant have to pay a professional to assert that fact? *As stated in the rule, checklists are available to assist applicants. Proposed subsection (c) outlines the documentation could be as simple a written statement from an applicant to show compliance.*
- 82.917 we discussed at length our concerns with obtaining a permit. The County verified that no other successful permit program was in place except Houston who was used as the basis for this requirement but only a couple of permits had been issued in Houston so why is this process still in the rules? If the County is going to require these controls they need to assume responsibility for maintaining the controls! Relying on HOA to maintain these controls is a proven failure yet the County is proceeding down that path which makes no sense.
  Section 82.917(j) lists many exceptions to the requirement for the permit. For instance, the BMP Maintenance Permit is not required in the Lake Travis watershed and within the City of Austin ETJ where the HLWO and city requirements, respectively, apply. Since proposal, the County also modified the rule to exclude the requirement for a BMP Maintenance Permit for water quality controls required on residential lots and clarified the permit does not apply to a non-structural control. The request in this comment raise policy and County resource questions. TNR is not prepared to recommend a new County program to operate and maintain privately built structures. TNR intends to focus on succeeding with implementation through the owner of record, even if it is an HOA. The effect of the proposed requirements is that it only applies prospectively and only for

certain development activities in approximately 25% of the County's jurisdiction. Therefore, the initiative will not be overwhelming and can be appropriately managed.

- 82.917 (i) How can you retroactively require a permit back to 2007 – where is this specific authority? .*The initial rule proposal sought to target BMP Maintenance Permits with the date of the 2007 MS4 General Permit of TCEQ, after which date the County was expected to implement a SWMP and control post-construction runoff from new and re-development. A SWMP must be fully implemented by Aug. 12, 2012, including adoption of appropriate rules. Given the difficulties of implementing this retrospectively, the rule has been revised to make this provision for projects completed after the effective date of the rule. The rule will govern only prospective actions and is not being applied retroactively. The BMP Maintenance Permit is required for the future act of operating a water quality control after the effective date of these rules. Applying it to the future operation of all pre-existing water quality controls may be beyond the capacity of County staff resources.*
- 82.918 Does Travis County have authority to require a fee for a BMP maintenance permit?
  Yes, the authority for a storm water management related fee is derived from Chapter 573, LGC.
- 82.921 where does the concept of "Exceptional Hardship" come from, how is this defined and where else has it been used, and under what authority does the County have to require only under the terms of "Exceptional Hardship". How does the cost of compliance and the cost of an alternative compliance relate to a variance? *Exceptional hardship is one of four demonstrations the Commissioners' Court must consider in order to make a finding that a variance is acceptable under Chapter 62 of the Travis County Code, relating to siting of a solid waste management facility. Also, exceptional hardship is one of three demonstrations the County's floodplain administrator must consider in order to make a finding that a floodplain variance is acceptable under Chapter 64 of the Travis County Code. Proposed 82.921(b) requires the applicant to indicate the nature of the hardship presented by the imposition of the County requirement. No further definition of this term is proposed because it is our belief that each hardship could be unique or site-specific. Proposed 82.921(b) describes the information from a variance applicant necessary in order to process a variance and these factors include cost considerations.*

Subchapter "I"

- 82.931 – providing a preliminary SWPPP at the preliminary plan phase is not practical since at this phase the project is a concept plan and these criteria are very specific to the actual construction phase. I suggest eliminating most of these requirements and calling it something other than a "Preliminary" SWPPP since a SWPPP is a very specific term. *The County agrees that a name change could reduce confusion and has re-named the plan as a "preliminary construction storm water plan". The preliminary construction storm water plan is an entirely different document from a SWP3 and requires only summary level information. This requirement is derived from a requirement first*

established in the County Code in 2005 (see existing 82.209(i)(2)). The preliminary information provided is intended to ensure applicants have taken a serious look at the overall needs of storm water management at the conceptual phase of the development. Based on preliminary plan subdivision rules of the County, the developer must lay out the number of lots, footage of streets, drainage easements, a drainage plan, potential flood plain revisions, and water supply needs certified by a professional. The County believes it is both appropriate and feasible to summarize how storm water will be managed once the construction phase is reached. Additionally, the rule at 82.939 has been revised in response to this comment to reduce some of the information needed at the preliminary plan phase.

- Showing specific easements and location of water quality controls on a final plat is not appropriate since these will likely change during the design process. I final plat is intended for property conveyance and nothing more. This information belongs on the preliminary plan and construction plans but not on a final plat. *The intention here is to show all the general platted easement areas required for all water quality related items, not specific locations of specific controls. To clarify this intent, 82.931(c)(3) has been revised to state "the location and dimensions of each easement for placement of required permanent water quality controls, compatible with the drainage plan".*
- 82.931(e) (1) (B) virtually every site will meet the definition of including "critical site improvements" so this exception to not require a SWPPP does not really mean anything and we are back to requiring approval of a SWPPP. Does the County have the authority to approve or deny an SWPPP? *A SWP3 being required is not dependent on whether there are critical site improvements or not. Critical site improvements that exist on a lot only raise the priority for the County to review and approve the SWP3 (rather than only requiring submittal of a SWP3 Summary). In consideration of this comment and County resources available for review, 82.931(e)(1)(B)(i) has been revised to indicate the SWP3s for these lot proposals would be submitted based on cut and fill of four feet or greater, slope of 10% or greater, or construction activity proposed within 150 feet of a waterway or CEF. The majority of residential lot sites subject to needing a SWP3 will not meet the definition of having critical site improvements.*
- TO build any single family home in the county a builder must now hire an engineer or erosion control expert to design a ESC plan for review and approval by the County which far exceeds any other requirement for single family development in the State that I am aware of.
  This is an untrue statement. Proposed 82.935 specifies that the ESC Plan is not required for small construction projects and the ESC Plan is only necessary for a subdivision construction plan, not the construction occurring on individual lots at a later phase. The ESC Plan is a set of engineered construction plan sheets which must be prepared by a P.E. in accordance with State law. The construction plan sheet requirements (see 82.935(g)) are based upon existing practices within the local development industry and include information necessary in order for the County to be assured the proposed construction will adequately reduce pollutants in storm water runoff.
- 82.931 is very difficult to understand since it references many sections - what is it you are trying to accomplish here ? *It is agreed that the regulatory framework is complex.*

The section provides the framework of what needs to be submitted in a development proposal. To a great extent, this section tracks existing County subdivision and permitting processes, which have been dictated by the State to counties. The USEPA and TCEQ have set construction activity thresholds that are repeated in this section.

- 82.931 (g) why all these different notification dates and criteria – can't you provide one summary of the notice requirements? *This subsection identifies the notices the TCEQ requires construction site owners/operators must provide to the MS4 Operator. The subsection includes only two items (NOIs and CSNs).*
- 82.933 what is the purpose for not recognizing updates to the technical criteria manuals – this will lead to massive confusion and multiple sets of criteria manuals. Does the County plan to keep a log of what revisions have been approved and which ones have not been approved? What type of alternate criteria and standards may be required – this leads to a complete lack of prediction in development standards and is not in place anywhere that I am aware of. You cannot simply change the rules on a whim but this exception seems to allow that! *HB 1445 requires cities and counties that elect to have a single office to also have a single set of regulations governing plats in the ETJ. If a city that operates under a single office agreement with a county changes any part of its platting regulations without county concurrence, the city and the county are then applying different standards to plats in the ETJ. This is contrary to the letter and spirit of HB 1445. This section keeps the criteria uniform, which prevents permit applicants from being ping-ponged between different rules.*

  Eliminating the provision for alternate criteria could also result in lessened flexibility during the environmental review process. This is intended to allow the County to develop special specifications more applicable to the County areas rather than the more urban emphasis of the Austin ECM, for instance.
- 82.934 Erosion is a natural process and sediment is moved off a property under natural conditions without construction activities or any level of disturbance so to put a requirement that "If sediment escapes a project site, the owner or operator must remove any accumulations that adversely affect off-site property and water is in the state" is very difficult to define – how does the county plan to define "adversely affect". *In response to this concern, the rule has been revised to state the sediment originates from construction activities at the construction project site. If sediment begins to accumulate downstream from a site, this would be an adverse impact.*
- Is the County now going to enforce construction schedules? Many project are delayed for a variety of conditions including weather, labor issues, etc... that are beyond the control of the owner. *Delays due to those common issues are beyond the intent of this provision. Revisions to 82.934(b)(6) have been made to delete reference to a time schedule. This provision is included to make clear to owners that when the construction project is completed and use of the facilities is desired, the owner is obligated to complete the requirements and stabilization process outlined in the Code prior to use and acceptance of the property. We are trying to encourage a permit and inspection process by which the owner understands they have an obligation to complete the project, get the concurrence letter, do site stabilization including signing a developer's*

contract for unfinished re-vegetation, prior to using the property and submitting an NOT, and not let these issues go unresolved indefinitely.

- 82.935 (b) - we need predictability and this seems to give the County the authority to change the criteria at any time for any reason. *This proposal was not to authorize changes in criteria or standards. It was to change the format of submittals. This would occur administratively after input from stakeholders. On further study, we believe a rule change would be preferable and have deleted this proposal.*
- Why can't the county coordinate with the other cities regarding slope categories on a slope map – Travis County would be the only entity requiring a slope map to show 0%-5% and 5% - 10% and greater than 10%. Most cities that have this criteria us 0% - 15%, 15%-25%, 25%-35% and greater than 35%. *We agree with this comment and have revised 82.935(c)(6)(C) to reflect consistency with LCRA slope intervals of 0 to 10%, 10% to 20%, and >20% slope.*
- Section (9) there is no way to know who the contractor is or which concrete plant or quarry they will use til they actually get the material this is highly dependent on availability on a day to day basis. *One intention of this requirement is to have assurance before the project is approved by the County that this type of associated activity has been carefully thought out. We agree with the concern on changing circumstances and it is the reason why the requirement states the applicant will indicate what they intend to do. Updates and changes will be accepted through changes to the SWP3 if events change.*
- 82.935(i) – A SWPPP is supposed to be a living document that gets modified and adjusted frequently but the County process described herein is very burdensome and likely result in a less flexible working document that does not get appropriately modified as necessary. How do you define minor revisions to a SWPPP? *The SWP3 revision process is not going to be different than what it is now. If additional engineering calculations are required, that is typically when a formal plan revision will be required. Minor revisions to the SWP3 can be approved by the County inspector in the field.*
- 82.936(d) this belongs in the very front of the document not buried in the back somewhere. *The details of 82.936(d) need to remain in that location. However, we have described the basic categories of ESC with additions to the purpose section (82.910) and to 82.934(a).*
- 82.936(d) (3) (F) is not practical since requiring seeding 14 days after ceasing activity but not allowing watering is a waste of resources. *This section only identifies the initiation schedule required for stabilization rather than the completion schedule- the operator has an additional 14 days to initiate stabilization measures when there is restriction of the irrigation supply. Under (G)(iv), it identifies irrigation supply restrictions as a legitimate exception to the 120 day permanent re-vegetation completion schedule. Alternate measures can be accepted by the County on account of irrigation water supply restriction.*
- (d)(4) what is the purpose of a Developers Contract and how does this fiscal relate to the standard subdivision fiscal for erosion controls. *The developer's contract process is based upon the City of Austin Code. It would be used if occupancy is requested prior to*

full completion of re-vegetation. The return of fiscal surety funds for ESC would occur after re-vegetation eventually occurs.

- 82.941 (g) how do these compare to the City of Austin and LCRA? Lets not introduce a different set of setback criteria! The setback in (h) are very restrictive – 5 acre minimum????? Where does this specific authority come from. No one else in this area has setbacks anywhere near this stringent! *The western watershed criteria, including the five acre threshold are derived from equivalent standards set out in the LCRA's HLWO. Notably, an option 2 is allowable as an alternative, based on floodplain boundaries. The eastern watershed criteria are based on the consensus achieved during the City of Austin stakeholder process. The County cannot reliably predict when and what the Austin City Council will adopt; however, the County will be requested to adopt revisions to Title 30 after the city does complete its process. Therefore, any adjustment to the setbacks in this rule can be addressed in Chapter 82 when the Title 30 revisions are proposed to Court. In terms of authority, the commenter is referred to the regulations in 40 CFR Part 450, adopted by USEPA and referenced in TCEQ regulations.*
- Section (i)(2) what is sub-parallel. *It means not quite parallel or less than parallel. The County will allow perpendicular or near to perpendicular crossings of wastewater lines through a setback. The County does not intend to allow crossings that roughly parallel or are nearly parallel the stream channels.*
- 82.942 if I am dividing a 24 acre tract into 3 acre lots what is the purpose of an environmental assessment? This is a significant cost for a very low impact type development! *Based on this comment, the proposal has been adjusted so that the EA is only required when the residential development is 10 acres in size or greater and will include 10 or more lots.*
- 82.943 I f no cut fill is allowed within 100' of a setback for a channel with a drainage area of 5 acres there is virtually no development opportunities left. *The County agrees this prohibition should not be applied in all circumstances and based on this comment, the rule has been revised to apply to areas where 64 acres of drainage exist.*
- Section (4) prohibiting cut fill on a slope >15% restricts most development in western Travis county and is more restrictive than any other regulation currently in the County. *The County has modified this proposal to emphasize the use of appropriate BMPs to prevent erosion when slopes greater than 15% are to be filled. BMPs include diversion of surface runoff, use of terraces, and establishment of mixed vegetation (forbs, shrubs, trees).*
- 82.944 the impervious cover limits in (3)(A) (i) are too low to be any incentive suggest raising to 20% to match TCEQ and 40% in a cluster area. *These are existing County standards and are based upon the LCRA HLWO and the County believes consideration of revisions should involve stakeholders and LCRA and the County.*
- Section (c) (1) (A) liners have a severe restriction on trees and this should be carefully considered since virtually all surface runoff has groundwater conductivity. *The County criteria for water quality controls in eastern watersheds is based upon the City of Austin existing requirements. Particularly, the statement of concern is based on COA ECM 1.6.2.C. Based on the statement, the County has revised the passage to refer to ponds*

over the Edwards Aquifer Recharge Zone and to indicate situations of "high" groundwater connectivity. Trees should be restricted from being planted above a lined pond.

- 82.945 (a)(6) what does this mean? (b)(4) should be removed *The wording of (a)(6) has been clarified. The wording of (b)(4) has been revised to identify the note pertaining to the easement area of a water quality control rather than its specific design.*

Subchapter "J"

- 82.950 why cant this pre development conference requirements simply be rolled into the other predevelopment conference requirements. *It is intended to be administered that way.*
- I will defer these comments to the SWPPP consultants –

Subchapter "K"

- 82.970 (b)(4)(A) – should this reference velocity instead of slope since that is the controlling factor for erosion
  Velocity is one major factor but channel erosion potential has been measured using the shear stress calculation by erosion control specialists and engineers who specialize in storm water and erosion control plans. This has become more typical of an engineering practice in the last 15 years (lbs/sf of shear on the channel bottom based on channel slope, weight of water, and the depth of water in the channel). A prime example of this is the 2004 TXDOT standard specifications (Item 169) for soil retention blankets for channels – channel blanket designs are based on the channel shear stress calculation, not velocity. Notably, the County's proposal of 82.970 (b)(4)(F) does give the engineer the ability to use volume, velocity, or shear calculations to propose alternate channel stabilization design if desired.
- 82.973 (c) this is new previously this only applied to county projects now you want a tree survey for all trees in proposed ROW. Under what authority is the county now applying a tree survey and tree protection // mitigation. IS the County going to hire an arborist to review these plans? *See response to HBA.*

Item 15

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By/Phone Number: Beth Devery, 854-6654
Elected/Appointed Official/Dept. Head: Patricia A. Young Brown, President and CEO, Travis County Healthcare District d/b/a Central Health
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
CONSIDER AND TAKE APPROPRIATE ACTION ON THE TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH FISCAL YEAR 2013 BUDGET.

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:

Planning and Budget Office	Leroy Nellis
County Attorney	John Hille
County Attorney	Beth Devery
County Auditor	Susan Spataro
Health and Human Services	Sherri Fleming
County Judge's Office	Cheryl Aker
Commissioners Court	Cheryl Aker

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

Updated 8/10/12, 8:05 a.m.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
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HEALTH SERVICES
DIVISION

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GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

MEMORANDUM

To: **Travis County Commissioners Court**

From: **Prema Gregerson, Assistant County Attorney**

Date: **August 8, 2012**

Re: **Ratification of action taken on Central Health's 2013 Budget and 2012 Tax Rate**

Pursuant to Section 26.04(e) of the Texas Tax Code, Central Health published its Notice of Effective Tax Rate on August 1, 2012, using the form prescribed by the Texas Comptroller. The Notice of Effective Tax Rate included the appropriate information regarding the maintenance and operations taxes but did not include the debt service components. Central Health's Board and Commissioners Court took action to approve the budget and tax rate after the August 1, 2012 Notice of Effective Tax Rate was published.

To ensure that Central Health is providing appropriate notice under the Texas Tax Code, Central Health will be publishing a revised Notice of Effective Tax Rate on August 11, 2012. We are requesting that the Central Health Board of Managers and Travis County Commissioners Court ratify the already approved budget and tax rate after the August 11, 2012 publication. There will be no change to the budget or tax rate already approved by the Central Health Board of Managers and Travis County Commissioners Court. While it is not clear that this additional step is necessary, we are recommending that these extra precautions are taken.

ORDER OF TRAVIS COUNTY COMMISSIONERS COURT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

At a regular meeting of the Travis County Commissioners Court held on August 14, 2012,

on motion made by: _____, and

seconded by: _____,

the following Order related to the budget of the Travis County Healthcare District was adopted:

WHEREAS, the Commissioners Court has by Order dated August 14, 2012 set the tax rate and levied taxes based on the tax requirements identified in Travis County Healthcare District's budget for the fiscal year beginning October 1, 2012; and

WHEREAS, in accordance with the Revised Statutes of the State of Texas, a budget summary has been prepared to cover all proposed expenditures of the Travis County Healthcare District for the period beginning October 1, 2012 and ending September 30, 2013, which is attached to this order as Attachment A; and

WHEREAS, after careful consideration of the budget, it appears to the Commissioners Court that this budget is in the best interests of Travis County Healthcare District for the period for which appropriations are made in it, and that it should be adopted and approved;

THEREFORE, the Travis County Commissioners Court orders that the budget for the Travis County Healthcare District for the period beginning October 1, 2012 and ending September 30, 2013, as stated in Attachment A, is hereby finally approved and adopted for that period. The Travis County Commissioners Court orders that the Travis County Healthcare District Board of Managers may amend the Disproportionate Share Program line items 71.00 and 71.30 shown in Attachment B and the associated revenue line items if the Board of Managers determines that such amendments are necessary to receive funding available under the Medicaid Disproportionate Share Hospital program and/or the Medicaid Upper Payment Limit Program and to reflect the appropriate pass-through of funds received. In addition, the Travis County Healthcare District Board of Managers may amend the Tobacco Settlement Program line items 72.00 through 72.30 shown in Attachment B and the associated revenue line items if the Board determines that such amendments are necessary to receive funding available under the Tobacco Settlement Permanent Trust Account and to reflect the appropriate pass-through of funds received.

Except as herein provided, no expenditures of the funds of Travis County Healthcare District shall be made for that period, except in strict compliance with this budget, unless it is amended according to the laws of the State of Texas.

DONE IN OPEN MEETING on August 14, 2012.

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT
FISCAL YEAR 2013 BUDGET

Fiscal Year 2013 Proposed Budget
Executive Summary

Who We Are

The Travis County Healthcare District (doing business as "Central Health") was created by vote of the Travis County electorate in May 2004. Its purpose is the provision of medical and hospital care to eligible residents of Travis County, a responsibility that was previously shared by Travis County and the City of Austin prior to Central Health's creation. Central Health's mission is to create access to healthcare for those who need it most.

While Texas law defines eligible residents as individuals at or below 21% of the federal poverty level (currently $4,841for a family of four), Central Health defines its identified population as uninsured or underinsured residents up to 200% of the federal poverty level (currently $46,100 for a family of four).

Central Health has adopted the role of community steward in considering its responsibility to those in need of health care services and to all Travis County taxpayers. Central Health developed this fiscal year 2013 budget to help support the most appropriate level of care to our target population and to assure that taxpayer dollars are used in the most effective manner possible.

From its inception in fiscal year 2005, Central Health has worked consistently to fulfill its mission of creating access to healthcare for those who need it most. Over the last eight years, Central Health has steadily increased the provision of healthcare services to its population and has worked with a variety of healthcare providers and stakeholders to augment and improve the healthcare safety net here in Travis County. At the same time, Central Health has gradually but steadily increased its revenue and expenditures to carry out its mission: in fiscal year 2005, total expenditures were $58.5 million; in fiscal year 2013, total expenditures in this budget are $117.7 million.

1115 Medicaid Waiver and 10 in 10 Initiative

Central Health owns University Medical Center Brackenridge (UMCB), the safety-net hospital here in Travis County that provides acute and specialty care to our Medical Access Program population as well as trauma services to all residents in an 11 county region. UMCB is operated by the Seton Healthcare Family under a long-term lease arrangement. Since Central Health began operations in 2004, Seton and Central Health have collaborated to provide a continuum of healthcare services, with Central Health focusing on primary, specialty and behavioral health care. While we have made some progress in our efforts to integrate the healthcare delivery system, there is still much to be done to ensure care is delivered at the right time and the right place.

Central Health and Seton are fortunate this year to have the opportunities presented to us by the Texas Healthcare Transformation and Quality Improvement Program, also called the 1115 Medicaid waiver, and by Senator Kirk Watson's 10 in 10 initiative to accomplish a number of projects that will benefit Travis County, including: implementing an integrated delivery system to provide enhanced primary care, specialty care, behavioral health services, and women's health services; building a medical school; and, building a modern teaching hospital. We believe that the waiver and the 10 in 10 initiative offer a unique platform on which we can build a truly integrated system. To that end,

CENTRAL HEALTH

Fiscal Year 2013 Proposed Budget
Executive Summary

the parties have entered into a letter of intent to modernize and advance our public-private partnership through the creation of an integrated delivery system. This partnership has served the community well but it must be updated to upgrade the local healthcare delivery system in order to serve the community better.

We are waiting on further guidance from the Texas Health and Human Services Commission (HHSC) and do not yet have the information we need to understand the full extent of what we may be able to achieve through the waiver. We know that there may be as much as $689 million available for Region 7 over the five years of the waiver to fund changes to our delivery system (including a local match of 40%) and we are working now on a plan to maximize funding and to optimize the changes to the system.

Although we will begin to receive waiver funds in fiscal year 2013, they will be recorded and spent through the integrated delivery system described above and are not included in this budget.

Fiscal Year 2013 Operating Budget

Central Health's current tax rate (fiscal year 2012) is 7.8900 cents per $100 of assessed value. This 2013 budget includes a total tax rate of 7.8946 cents per $100 of assessed value, which is the effective tax rate. The total rate includes an operating tax rate of 7.7599 cents and a debt service rate of .001347. The debt service tax rate will provide debt service funds for Certificates of Obligation that fund the purchase and renovation of a large facility in southeast Travis County and a portion of the construction cost of Central Health's North Central Community Health Center, the remainder of which was funded with Federal grant dollars.

Structural Balance

In last year's budget process, we discussed the need to achieve structural balance, meaning that our revenue structure is adequate to fund our operating expense budget without significant use of reserves. However, the advent of the 1115 waiver alleviates this concern for structural balance, at least for the foreseeable future. Last year, for example, one of the cost drivers contributing to our projected structural imbalance was the addition of the VA facility into operations in 2015. Our hope is that the service expansion we intend for that facility can be wholly or largely paid for by the waiver – but we will not know for certain until we better understand the reimbursement from the 1115 waiver and the role the facility will play in the integrated delivery system now under development.

Use of Reserves

This year (2012) we budgeted to use $19.8 million in total reserves.. In this proposed budget, we are projecting to use only $4.7 in reserves. This is due primarily to the use of reserves last year for one-time items, in particular the transfer of $12.5 million to Sendero for paid-in capital and the use of $2.3 million for Sendero start-up costs.

CENTRAL HEALTH

Fiscal Year 2013 Proposed Budget
Executive Summary

Service Expansion Funds

As we did last year, we are including $3 million in service expansion funds. In some prior years, these funds were categorized along expected lines of use, but this year all $3 million is undesignated.

Significant Changes

In order to expand our capacity to make intergovernmental transfers under the 1115 waiver, we have converted the additional rent that Seton has traditionally paid us to a base rent amount, which qualifies as public funds available for local match. In total, the change to our rent payments from the current budget is an increase of about $2.4 million. In addition, we expect an increase to our property tax revenue of about $4.9 million as a result of new property although again we are coming in at the effective tax rate in this proposed budget. Significant changes to our expense budget include the following:

- A decrease in Sendero paid-in capital of $12.5 million. Sendero does not anticipate the need for any additional capital in 2013;
- A decrease in Sendero start-up costs of $2.3 million – these were a one-time expense in the current year;
- A decrease in payments to the ICC of $500,000 for one-time costs related to the upgrade of the ICARE system;
- An increase of $817,700 in payments to Sendero for management of our MAP population;
- An increase in payments to the City of Austin EMS Department of $300,000;
- An increase of $499,825 for CommUnityCare;
- An increase of $1,376,000 to other primary care provider contracts and $118,000 for specialty care provider contracts

Other Items

This proposed budget also includes increases of approximately $800,000 for additional administrative resources, mostly for legal or consulting resources that may be needed to plan and implement the integrated delivery system. It also includes $202,000 for programs in zip code 78744. Funds for this project were allocated in the current year but have not been spent, and they are being rolled over to the 2013 budget to implement projects previously approved.

Although our total healthcare delivery program budget is almost $9 million less in this proposed 2013 budget than in the current-year budget, we have in fact increased our ongoing budget for healthcare services by about $6 million – the reduction in total program funding is due to the fact that we had significant non-recurring expenses in the 2012 budget related to Sendero, as described above.

CENTRAL HEALTH

Attachment A

Fiscal Year 2012 Approved and Fiscal Year 2013 Proposed
Revenue and Expense Summary Budget

DESCRIPTION	FY 2012 APPROVED BUDGET	FY 2013 PROPOSED BUDGET
TAX RATE	**0.078900**	**0.078946**
SOURCES OF FUNDS		
Property Tax Revenue	75,073,380	79,944,069
Seton Lease-Base Revenue	1,155,396	30,926,640
Seton Lease-Additional Revenue	27,353,875	-
Interest Revenue	800,000	200,000
Tobacco Litigation Settlement Revenue	1,300,000	1,900,000
Contributions from Reserves	19,797,981	4,695,551
TOTAL SOURCES	**125,480,632**	**117,666,260**
USES OF FUNDS		
Healthcare Delivery Expense	118,188,333	109,204,886
Administration Expense	6,410,121	7,535,087
Tax Collection Expense	882,178	926,287
TOTAL USES	**125,480,632**	**117,666,260**
RESERVES		
Capital	-	-
HMO - Risk-Based Capital	15,083,000	15,083,000
Contingency Reserve (formerly Allocated Reserve)	41,974,471	38,344,255
Emergency Reserve (formerly Unallocated Reserve)	35,792,220	37,289,153
TOTAL RESERVES	**92,849,691**	**90,716,408**
CAPITAL BUDGET		
Land	-	-
Building	-	-
Facility Improvements	850,000	-
Equipment & Information Systems	1,000,000	-
TOTAL CAPITAL	**1,850,000**	**-**

CENTRAL HEALTH

Attachment B

Fiscal Year 2012 Approved and Fiscal Year 2013 Proposed Budget Expense Detail

ACCT	DESCRIPTION	FY 2012 APPROVED BUDGET	%	FY 2013 PROPOSED BUDGET	%
	HEALTH CARE DELIVERY				
	Personnel Expenses				
07.01	Salaries - Regular Salaries	1,468,766		1,376,025	
20.02	Benefits - FICA Tax-OASDI	90,447		78,000	
20.03	Benefits - Hospitalization	206,532		175,667	
20.04	Benefits - Life Insurance	1,834		1,189	
20.05	Benefits - Retirement Contribution 401a	83,233		66,151	
20.05	Benefits - Def Comp 457	10,357		10,209	
20.06	Benefits - Worker's Compensation	6,762		6,762	
20.07	Benefits - FICA Tax-Medicare	21,298		18,451	
20.08	Benefits - Dental	9,886		6,097	
20.09	Benefits - LTD/STD	4,028		2,869	
20.10	Benefits - Other 2012	3,508		3,508	
25.00	PTO	138,631		127,323	
27.10	Benefits-Unemployment	7,325		7,325	
20.10	Benefits - Cell Phone Allowance	416		936	
20.10	Salary/Benefits - Backcharges & $100k Vac Savings	(255,506)		(100,000)	
	Subtotal Personnel Expenses	**1,797,517**	1.43%	**1,780,512**	1.51%
	Operating Expenses				
30.01	Supplies - Supplies, Equip & Furniture	29,740		29,740	
30.02	Supplies - Software	2,500		2,500	
30.03	Supplies-Hardware	6,600		6,600	
30.05	Supplies-Minor tools, office furniture	9,334		9,334	
30.16	Supplies - Meetings & Refreshments	1,000		1,000	
40.07	Professional Svc - Consulting	410,000		410,000	
40.12	Professional Svc - Legal	50,000		50,000	
40.99	Professional Svc - Other Professional Services	123,900		123,900	
41.02	Communication - Postage/Freight	20,075		20,075	
41.06	Cellular Phone	1,440		1,440	
42.02	Routine Travel - Auto Mileage-Employees	4,855		4,855	
42.06	Contracted Transportation	2,820		2,820	
60.27	Printing/Copying	85,000		85,000	
60.29	Advertising	50,000		50,000	

CENTRAL HEALTH

Attachment B

Fiscal Year 2012 Approved and Fiscal Year 2013 Proposed Budget Expense Detail

ACCT	DESCRIPTION	FY 2012 APPROVED BUDGET	%	FY 2013 PROPOSED BUDGET	%
61.03	Rent - Office Equipment	6,000		6,000	
65.01	Prof Dev - Subscriptions & Publications	2,560		2,560	
65.02	Prof Dev-Professional Memberships	1,300		1,300	
65.03	Prof Dev-Travel Meals & Lodging	3,108		3,108	
65.04	Prof Dev - Training & Seminars	9,200		9,200	
65.05	Prof Dev-Professional Licenses	1,000		1,000	
84.01	Depreciation	2,800,000		2,800,000	
84.01	Addback for non-financial use	(2,800,000)		(2,800,000)	
85.03	Payments-Certificates of Obligation	1,456,378		1,456,378	
	Subtotal Operating Expense	**2,276,810**	1.81%	**2,276,810**	1.93%
	Healthcare Services				
61.05	OAC-Rental equipment (MAP)	3,000	0.00%	3,000	0.00%
62.77	OAC-Other Medical (MAP)	100,000	0.08%	100,000	0.08%
62.81	OAC-Continuity Clinic-Paul Bass	709,647	0 57%	709,647	0 60%
62.82	OAC-Blackstock	202,045	0 16%	262,045	0 22%
62.91	OAC-Seton Hospital	4,251,734	3 39	4,018,605	3 42%
62.90	OAC-CommUnityCare	38,393,926	30.60%	38,893,751	33.05%
62.82	OAC-El Buen Samaritano	1,020,000	0.81%	1,800,000	1 53%
62.82	OAC-Lone Star Circle of Care	3,029,995	2.41%	4,364,995	3.71%
62.93	OAC-People's Community Clinic	1,048,000	0 84%	1,398,000	1.19%
62.99	OAC-Volunteer Healthcare Clinic	100,000	0 08%	100,000	0.08%
62.92	OAC-UTMB	3,900,000	3 11%	3,900,000	3.31%
62.99	OAC-Recuperative Care Beds	300,000	0.24%	300,000	0.25%
62.82	OAC-Urgent Care	115,000	0 09%	166,000	0.14%
62.91	OAC-High Risk OB Clinic	(600,000)	-0 48	-	0 00
62.99	OAC-Dove Springs 78744	-	0 00%	202,000	0.17%
62.76	OAC-Transportation (MAP, non emergency & EMS)	396,822	0 32%	696,822	0.59%
62.86	OAC-Speciality Care-Vision	117,277	0 09%	235,277	0 20%
62.81	OAC-Paul Bass Specialty Care	462,000	0 37	462,000	0 39
62.95	OAC-Project Access	330,000	0.26%	330,000	0 28%
62.89	OAC-Austin Cancer Centers	334,000	0 27%	334,000	0.28%
62.89	OAC-Orthotics	27,000	0 02%	27,000	0.02%
62.99	OAC-CTR621 - Mental Health - ATCIC	7,925,319	6 32	7,925,319	6 74

CENTRAL HEALTH

Attachment B

Fiscal Year 2012 Approved and Fiscal Year 2013 Proposed Budget Expense Detail

ACCT	DESCRIPTION	FY 2012 APPROVED BUDGET	%	FY 2013 PROPOSED BUDGET	%
62.99	OAC-CTR622 - Mental Health - SIMS Foundation	265,000	0.21%	265,000	0.23%
62.94	OAC-Planned Parenthood	-	0.00%	400,000	0.34%
62.87	OAC-Seton Brack Pharmacy	171,670	0.14%	171,670	0.15%
62.97	OAC-Pharmacy PBM MedImpact	4,391,525	3.50%	5,444,687	4.63%
62.78	OAC-Dental Services (MAP)	596,711	0.48%	596,711	0.51%
62.83	OAC-Medicaid Payments - Regional UPL	24,000,000	19.13%	24,000,000	20.40%
62.80	OAC-Childrens Optimal Health	35,000	0.03%	35,000	0.03%
62.96	OAC-ICC	1,141,275	0.91%	641,275	0.54%
62.79	OAC-ICC Medicaider (MAP)	164,760	0.13%	164,760	0.14%
62.99	OAC-United Way	700,000	0.56%	700,000	0.59%
62.85	OAC-Sendero medical and claims management	2,682,300	2.14%	3,500,000	2.97%
98.50	OAC-Service Expansion Funds	3,000,000	2.39%	3,000,000	2.55%
62.99	OAC-HMO Start-up	2,300,000	1.83%	-	0.00%
98.50	OAC-Sendero paid-in capital	12,500,000	9.96%	-	0.00%
	Subtotal Healthcare Services	**114,114,006**	90.94%	**105,147,564**	89.36%
	Total Healthcare Delivery	**118,188,333**	94.19%	**109,204,886**	92.81%

CENTRAL HEALTH

Attachment B

Fiscal Year 2012 Approved and Fiscal Year 2013 Proposed Budget Expense Detail

ACCT	DESCRIPTION	FY 2012 APPROVED BUDGET	%	FY 2013 PROPOSED BUDGET	%
	ADMINISTRATION				
	Personnel Expenses				
07.01	Salaries - Regular Salaries-Operations	2,650,793		2,604,114	
07.91	Salaries - Reserve	200,000		200,000	
20.02	Benefits - FICA Tax-OASDI	144,512		139,695	
20.03	Benefits - Hospitalization	294,454		209,913	
20.04	Benefits - Life Insurance	3,404		2,345	
20.05	Benefits - Retirement Contribution 401a	154,546		144,711	
20.05	Benefits - Def Comp 457	26,616		24,032	
20.06	Benefits - Worker's Compensation	6,438		6,438	
20.07	Benefits - FICA Tax-Medicare	38,359		37,022	
20.08	Benefits - Dental	10,020		6,442	
20.09	Benefits - LTD/STD	6,249		4,957	
20.10	Benefits - Other 2012	4,163		4,163	
25.00	PTO	251,801		248,377	
27.10	Benefits-Unemployment	6,795		6,795	
20.10	Benefits - Cell Phone Allowance	6,036		6,036	
05.20	Salaries - Administrator's Car Allowance	5,000		5,000	
20.10	Benefits - Employee Relocation Expense	5,000		5,000	
20.10	Salary/Benefits - Backcharges & $100k Vac Savings	(450,858)		(356,289)	
	Subtotal Personnel Expenses	**3,363,328**	2.68%	**3,298,751**	2.80%
	Operating Expenses				
30.01	Supplies - Supplies, Equip & Furniture	21,600		21,600	
30.02	Supplies - Software	23,245		23,245	
30.03	Supplies-Hardware	33,000		33,000	
30.05	Supplies-Minor tools, office furniture	3,000		3,000	
30.11	General Maintenance	62,355		62,355	
30.16	Supplies - Meetings & Refreshments	10,250		10,250	
40.05	Professional Svc - Auditing	55,000		55,000	
40.06	Professional Svc - Accounting	21,000		21,000	
40.07	Professional Svc - Consulting	483,620		1,283,620	
40.08	Professional Svc - Data - IT Support	133,650		133,650	
40.09	Bank Fees	6,000		6,000	

CENTRAL HEALTH

Attachment B

Fiscal Year 2012 Approved and Fiscal Year 2013 Proposed Budget Expense Detail

ACCT	DESCRIPTION	FY 2012 APPROVED BUDGET	%	FY 2013 PROPOSED BUDGET	%
40.12	Professional Svc - Legal	611,500		611,500	
40.99	Professional Svc - Other Professional Services	6,100		6,100	
41.02	Communication - Postage/Freight	3,870		3,870	
42.02	Routine Travel - Auto Mileage-Employees	5,300		5,300	
42.06	Contracted Transportation	1,200		1,200	
42.07	Routine Travel - Travel, Meals & Lodging	5,000		5,000	
42.09	Business Meetings & Meals	4,000		4,000	
44.01	Insurance - General Insurance Premium	99,526		99,526	
48.01	Public Utility Svcs - Utilities	32,100		61,140	
48.02	Public Utility Svcs - Telephone Lines	1,700		1,700	
48.04	Water	10,400		10,400	
48.05	Waste Disposal	5,600		5,600	
48.06	Gas	5,946		5,946	
60.08	OPS-Contracted Employees	26,000		26,000	
61.02	Rent - Land & Buildings	32,600		32,600	
60.27	Printing	54,500		54,500	
60.29	Advertising (includes $25,000 public notice)	92,250		92,250	
60.37	OPS-Retirement fees	12,000		12,000	
60.37	OPS-Benefit Services	86,500		86,500	
60.40	OPS - Reimbursed Services - Travis County	108,351		108,351	
60.50	OPS-CAN	25,000		25,000	
60.50	Custodial	124,775		124,775	
60.52	Security	95,670		138,512	
60.53	Records storage	8,965		8,965	
61.03	Rent - Office Equipment	28,000		28,000	
61.04	Rents & Leases (property)	94,000		265,180	
64.06	Employee Relations	42,000		42,000	
65.01	Prof Dev - Subscriptions & Publications	12,700		12,700	
65.02	Prof Dev-Professional Memberships	34,323		34,323	
65.03	Prof Dev-Travel Meals & Lodging	19,250		19,250	
65.04	Prof Dev - Training & Seminars	36,064		36,064	
65.05	Prof Dev-Professional Licenses	675		675	
75.21	Misc - Legislative Services	163,200		163,200	

CENTRAL HEALTH

Attachment B

Fiscal Year 2012 Approved and Fiscal Year 2013 Proposed Budget Expense Detail

ACCT	DESCRIPTION	FY 2012 APPROVED BUDGET	%	FY 2013 PROPOSED BUDGET	%
75.22	Misc - Employment Recruiting	3,300		3,300	
98.92	Reserve for property insurance, utilities	300,000		446,481	
	Subtotal Operating Expense	**3,046,793**	2.43%	**4,236,336**	3.60%
	Total Administration	**6,410,121**	5.11%	**7,535,087**	6.40%
	Tax Collection				
60.03	OPS - Appraisal District Svcs	409,178		429,637	
60.04	OPS - Tax Collector	473,000		496,650	
	Subtotal Tax Collection Expense	**882,178**	0.70%	**926,287**	0.79%
	Tobacco Settlement				
72.00	Tobacco Settlement Rcvd-payable to Travis County	143,000		301,000	
72.20	Tobacco Settlement Paid to Travis County	(143,000)		(301,000)	
72.10	Tobacco Settlement Received-payable to Seton	338,000		870,000	
72.30	Tobacco Settlement Paid to Seton	(338,000)		(870,000)	
	Subtotal Tobacco Settlement				
	Disproportionate Share Program				
71.00	Disproportionate Share/UPL IGT payable to Seton	42,423,584		-	
71.20	Disproportionate Share/UPL IGT sent	(42,423,584)		-	
71.10	Disproportionate Share Received payable to Seton	10,339,765		-	
71.30	Disproportionate Share Paid - Seton	(10,339,765)		-	
	Subtotal Disproportionate Share	-		-	
	TOTAL EXPENSE	**125,480,632**	100%	**117,666,260**	100%
	Tax Collection Expense	**(882,178)**		**(926,287)**	
	TOTAL EXPENSE LESS PASS THROUGH & TAX COLLECTION	**124,598,454**		**116,739,973**	

CENTRAL HEALTH

Attachment B

Fiscal Year 2012 Approved and Fiscal Year 2013 Proposed Budget Expense Detail

ACCT	DESCRIPTION	FY 2012 APPROVED BUDGET	%	FY 2013 PROPOSED BUDGET	%
	RESERVES				
98.60	Capital Reserve	-		-	
98.91	HMO - Risk-Based Capital	15,083,000		15,083,000	
98.91	Contingency Reserve (formerly Allocated Reserve)	41,974,471		38,344,255	
98.98	Emergency Reserve (formerly Unallocated Reserve)	35,792,220		37,289,153	
	Total Reserves	**92,849,691**		**90,716,408**	
	CAPITAL BUDGET				
81.12	Land	-		-	
81.04	Building	-		-	
81.02	Facility Improvements	850,000		-	
80.02	Equipment & Information Systems	1,000,000		-	
	Total Capital	**1,850,000**		-	

Item 16

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By/Phone Number: Beth Devery, 854-6654
Elected/Appointed Official/Dept. Head: Patricia A. Young Brown, President and CEO, Travis County Healthcare District d/b/a Central Health
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
CONSIDER AND TAKE APPROPRIATE ACTION ON THE TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH 2012 TAX RATE:

A. TOTAL MAINTENANCE AND OPERATIONS TAX RATE;
B. TOTAL DEBT SERVICE TAX RATE; AND
C. TOTAL AD VALOREM TAX RATE.

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:

Planning and Budget Office	Leroy Nellis
County Attorney	John Hille
County Attorney	Beth Devery
County Auditor	Susan Spataro
Health and Human Services	Sherri Fleming
County Judge's Office	Cheryl Aker
Commissioners Court	Cheryl Aker

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

Updated 8/10/12, 8:05 a.m.
DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

MALING ADDRESS:
P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808

HEALTH SERVICES
DIVISION

BETH DEVERY, RN, JD
DIRECTOR†

PREMA GREGERSON†
ASSISTANT COUNTY ATTORNEY

†Member of the College
of the State Bar of Texas

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

MEMORANDUM

To: **Travis County Commissioners Court**

From: **Prema Gregerson, Assistant County Attorney**

Date: **August 8, 2012**

Re: **Ratification of action taken on Central Health's 2013 Budget and 2012 Tax Rate**

Pursuant to Section 26.04(e) of the Texas Tax Code, Central Health published its Notice of Effective Tax Rate on August 1, 2012, using the form prescribed by the Texas Comptroller. The Notice of Effective Tax Rate included the appropriate information regarding the maintenance and operations taxes but did not include the debt service components. Central Health's Board and Commissioners Court took action to approve the budget and tax rate after the August 1, 2012 Notice of Effective Tax Rate was published.

To ensure that Central Health is providing appropriate notice under the Texas Tax Code, Central Health will be publishing a revised Notice of Effective Tax Rate on August 11, 2012. We are requesting that the Central Health Board of Managers and Travis County Commissioners Court ratify the already approved budget and tax rate after the August 11, 2012 publication. There will be no change to the budget or tax rate already approved by the Central Health Board of Managers and Travis County Commissioners Court. While it is not clear that this additional step is necessary, we are recommending that these extra precautions are taken.

AN ORDER OF THE COMMISSIONERS COURT RELATED TO THE TRAVIS COUNTY HEALTHCARE DISTRICT MAKING TAX LEVIES FOR THE TAX YEAR BEGINNING JANUARY 1, 2012

DATE: August 14, 2012

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

It is necessary to levy the following *ad valorem* taxes on each $100 valuation of all taxable property in Travis County for the Travis County Healthcare District for the tax year beginning January 1, 2012, which will be due no later than January 31, 2013 at the following tax rates:

MAINTENANCE AND OPERATIONS:
$.077599 Total Maintenance and Operations Tax

DEBT SERVICE:
$.001347 Total Debt Service Tax

I. The following was adopted by the Commissioners Court for the Travis County Healthcare District on August 14, 2012:

On motion by: _____, and

Seconded by: _____,

There is hereby levied for the current tax year an *ad valorem* tax of $.077599 for each $100 valuation of taxable property for general operating purposes.

Voting in favor of the Motion:

_____
Samuel T. Biscoe, County Judge

_____
Ron Davis
Commissioner, Precinct 1

_____
Sarah Eckhardt
Commissioner, Precinct 2

_____
Karen Huber
Commissioner, Precinct 3

_____
Margaret Gómez
Commissioner, Precinct 4

II. The following was adopted by the Commissioners Court for the Travis County Healthcare District on August 14, 2012:

On motion by: _____, and

Seconded by:_____,

There is hereby levied for the current tax year an *ad valorem* tax of $.001347 for each $100 valuation of all taxable property for debt service and to provide sinking funds and to pay interest on the outstanding debt issuances which include certificates of obligation.

Voting in favor of the Motion:

_____
Samuel T. Biscoe, County Judge

_____
Ron Davis
Commissioner, Precinct 1

_____
Sarah Eckhardt
Commissioner, Precinct 2

_____
Karen Huber
Commissioner, Precinct 3

_____
Margaret Gómez
Commissioner, Precinct 4

III. The following was adopted by the Commissioners Court for the Travis County Healthcare District on August 14, 2012:

On motion by: _____, and

Seconded by:_____,

The two components of the Travis County Healthcare District for the current year having been approved in this order, property taxes are increased by the adoption of a tax rate of $.077599 for maintenance and operations; the adoption of a tax rate of $.001347 for total debt service; and there is hereby levied for the current tax year a total Travis County Healthcare District *ad valorem* tax of $.078946 for each $100 valuation of all taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY .06 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $0.58 (FIFTY-EIGHT CENTS).

Voting in favor of the motion:

_____
Samuel T. Biscoe, County Judge

_____
Ron Davis
Commissioner, Precinct 1

_____
Sarah Eckhardt
Commissioner, Precinct 2

_____
Karen Huber
Commissioner, Precinct 3

_____
Margaret Gómez
Commissioner, Precinct 4

ITEM 17

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By/Phone Number: Yolanda Reyes, (512)854-9106
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leslie Browder – Planning and Budget Office, (512)854-9106
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 **by Tuesdays at 5:00 p.m.** for the next week's meeting.

BUDGET AMENDMENTS AND TRANSFERS
FY 2012

8/14/2012

AMENDMENTS

BA#	INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580160	Reserves	IJS Reserves		59,233.00	1
		0001	112014	511890	ITS	Consulting	59,233.00		

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca, Ste 1560
P.O. Box 1748
Austin, Texas 78767

August 1, 2012

MEMORANDUM

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

Re: Funding for CUC TechShare Prosecutor Module

On July 17, 2012 Commissioners Court discussed the master interlocal agreement with the Conference on Urban Counties for the TechShare program for development of a new prosecutor module. The interlocal has been placed on the August 14, 2012 agenda for approval. The FY12 amount needed for the interlocal agreement is $59,233. PBO recommends funding from the Integrated Justice System (IJS) Reserve, which was created in FY12 to cover expected costs for this program.

The estimated FY13 cost for the prosecutor module portion of the TechShare program is $710,795. This amount is included in the FY13 Preliminary Budget as part of the IJS Reserve. PBO recommends keeping this funding in a reserve at this time should any other counties join the TechShare program and Travis County's portion of the development costs will decrease.

For your information, other IJS related expenses in the FY13 Preliminary budget include:

- Six additional staff to work on all IJS projects--Business Analysts in the District Attorney's Office, District Clerk's Office, County Clerk's Office, Criminal Courts Administration, ITS and a Project Manager in ITS ($635,294),
- County Clerk's On Base Document Management System contract ($73,481 operating, $225,000 Capital Acquisition Resources),
- JP Odyssey system contract ($1,348,794 CAR), and
- FY13 IJS Reserve ($2,164,795) including funding for 2013 costs of the CUC TechShare courts module ($1,000,000), prosecutor module ($710,795), and expansion of the On Base Document Management System to other County departments($454,000) .

If you have any questions, please contact me at 854-9346.

CC: Roger Jefferies, Justice & Public Safety
Tanys Acevedo, ITS
Walter LaGrone, ITS
Rod Brown, ITS
Vicki Skinner, District Attorney's Office
Vicki Ashley, County Attorney's Office
Randy Lott, ITS
David Lampl, ITS
Leslie Browder, PBO
Jessica Rio, PBO
Leroy Nellis, PBO

Updated 8/10/12, 8:05 a.m.

Header Information for Entry Doc Number 400000181

Doc. Number	400000181	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc.Year	2012	Doc.Date	Jul 11, 2012
Value Type	Budget	Version	0	Doc.Type	TRAN
Budget Type	1	Fiscal Year	2012	Year.Cash.Eff	
Process UI	TRAN	Process	SEND	Original.Applic.	BWB
				Doc.Family	

Additionnal Data

Creator	LOTTR	Creation Date	Jul 11, 2012	Creation Time	13:35:33
Resp. Person		Year Cohort		Public Law	
Header Text	CUC Techshare Prosecutor Module	Legislation			
TextName					

Lines

Total Document USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580160	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-59,233	CUC Techshare Prosecutor module
000002	0001		1120140001	511890	1110	NOT-RELEVANT	NON-FUNDED-PROGRAM	59,233	CUC Techshare Prosecutor module

July 19, 2012

6

Updated 8/10/12, 8:05 a.m.

Allocated Reserve Status (580010)

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 accting sys.
($5,000)	General Admin.	11/22/2011	Redistricting Services
($299,500)	TNR	11/22/11	Purchase 244 Acres-Wilbarger Crk-ReimbRes
($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
$6,985	Various	1/30/12	Cancelled Purchase Orders
$16,150	Various	2/13/2012	Cancelled Purchase Orders
($45,000)	CES	2/14/12	SafePlace additional staff position
($31,643)	Sheriff's Office	2/14/12	Bailiff Position-390th Dist. Court
$13,136	Various	2/15/2012	Cancelled Purchase Orders
($37,954)	District Attorney	2/28/12	Child Protection Contract
($10,500)	TNR	2/28/12	CAPCOG Ozone Monitoring
$22,585	Various	3/12/12	Cancelled Purchase Orders
($2,600,000)	Facilities	3/20/12	Property Purchase from Housing Authority
($5,100)	Facilities	3/20/12	Property Purchase from Housing Authority
($7,500)	Historical Commission	3/27/12	National Park Service grant match
$99,176	Various	3/23/12	Cancelled Purchase Orders
$4,809	Various	3/30/12	Cancelled Purchase Orders

Updated 8/10/12, 8:05 a.m.

Allocated Reserve Status (580010)

$134	EMS	4/4/12	Cancelled Purchase Orders
$78,259	Various	4/23/12	Cancelled Purchase Orders
($168,290)	TNR	5/1/12	Environmental Monitoring
($151,174)	Facilities	5/1/12	Security at 700 Lavaca
$10,033	Various	5/4/12	Cancelled Purchase Orders
($51,743)	TNR	5/15/12	Opening Phase III of Northeast Metro Park
($117,703)	Sheriff's Office	5/15/12	Security at 700 Lavaca
($117,556)	General Admin.	5/22/12	Waller Creek TIF Payment
($2,816,473)	Various	5/22/12	Market Salary Survey Adjustments
$27,550	Various	5/24/12	Cancelled Purchase Orders
($13,800)	Purchasing	6/26/2012	Auction fees
($1,320,525)	TNR	7/10/12	Maintenance Plan- Closed Travis Co. Landfill
($452,245)	County Clerk	7/10/12	Expense related to Primary Election Runoff
($22,255)	Purchasing	7/31/12	FTE (2) and computers
($75,000)	County Clerk	8/7/12	Expense related to additional voting locations
$5,265,715	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
($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
($3,145)	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
($3,125,315)	Compensation
($4,820,776)	**Total Possible Future Expenses (Earmarks)**

$444,939 Remaining Allocated Reserve Balance After Possible Future Expenditures

Updated 8/10/12, 8:05 a.m.

Capital Acquisition Resources Account Reserve Status (580070)

Amount	Dept Transferred Into	Date	Explanation
$1,433,446			Beginning Balance
($90,000)	TNR	12/13/11	Guardrail Improvements
($365,000)	TNR	2/21/12	International Cemetery
($5,628)	Comm. Pct. 1	2/28/12	Intel Reader, CCTV and Magnifier
($63,850)	ITS	3/20/12	IT Related Improvements at Granger Bldg.
$43,138	TNR	3/23/12	Cancelled Purchase Order
($19,460)	ITS	4/3/12	Mental Health Public Defenders-Replacement Computers
($980)	JP Pct. 2	4/10/12	Replace safe
($80,000)	Records Management	5/1/12	Audio/Visual Equip. & Build-out @ 700 Lavaca
($42,283)	TNR	5/15/12	Opening Phase III of Northeast Metro park
($36,878)	Sheriff's Office & ITS	5/15/12	Security for 700 Lavaca
($330,000)	EMS	7/3/12	EMS Interlocal Base Agreement - Ambulances
$442,505	**Current Reserve Balance**		

Salary Savings Reserve Status (580100)

Amount	Dept Transferred Into	Date	Explanation
$330,703			Beginning Balance
$330,703	**Current Reserve Balance**		

Emergency Reserve Status (580120)

Amount	Dept Transferred Into	Date	Explanation
$4,950,000			Beginning Balance
$4,950,000	**Current Reserve Balance**		

Fuel & Utility Reserve Status (580130)

Amount	Dept Transferred Into	Date	Explanation
$1,000,000			Beginning Balance
$1,000,000	**Current Reserve Balance**		

Planning Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
$4,000,000			Beginning Balance
($425,000)	CJP	12/27/11	Related to Civil Courthouse Contract
($65,000)	CJP	1/19/12	Legal Services Contract
($6,500)	CJP	5/22/12	Related to Civil Courthouse Contract
($7,500)	CJP	5/22/12	Legal Services Contract
$3,496,000	**Current Reserve Balance**		

Juvenile Justice TYC (580260)

Amount	Dept Transferred Into	Date	Explanation
$250,000			Beginning Balance
$250,000	**Current Reserve Balance**		

Future Grant Requirements Reserve Status (580140)

Amount	Dept Transferred Into	Date	Explanation
$596,369			Beginning Balance
($45,925)	Auditor	5/1/12	Grants Financial Auditor/Analyst
($265)	ITS	5/1/12	Software
$550,179	**Current Reserve Balance**		

Smart Bldg. Facility Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
$60,250			Beginning Balance
$60,250	**Current Reserve Balance**		

IJS/FACTS Reserve Status (580160)

Amount	Dept Transferred Into	Date	Explanation
$4,700,000			Beginning Balance
($584,694)	ITS	3/7/12	JP Case Management System
($42,805)	County Clerk	5/8/12	FACTS Transition Staff
($47,516)	Criminal Courts	5/8/12	FACTS Transition Staff
$4,024,985	**Current Reserve Balance**		

Transition Reserve Status (580300)

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

Reserve for State Cuts Status (580310)

Amount	Dept Transferred Into	Date	Explanation
$300,000			Beginning Balance
***$300,000**	**Current Reserve Balance**		

*** Reserved for MHMR**

Starflight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
$640,000			Beginning Balance
($245,000)	EMS	11/15/11	Rescue Hoist
$395,000	**Current Reserve Balance**		

TCSO Overtime Reserve Status (580330)

Amount	Dept Transferred Into	Date	Explanation
$1,500,000			Beginning Balance
$1,500,000	**Current Reserve Balance**		

Annualization Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
$1,043,855			Beginning Balance
$1,043,855	**Current Reserve Balance**		

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
$51,367,824			Beginning Balance
($27,695,392)	TNR	11/22/11	Park Land, Vehicles and Rd.Impvts.
($5,886,705)	Facilities	11/22/11	700 Lavaca, 1st and 2nd floor Renovations
$17,785,727	**Current Reserve Balance**		

ITEM 18

Travis County Commissioners Court Agenda Request

Meeting Date: 08/14/2012, 9:00 AM, Voting Session
Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

A. Annual application to the Texas Department on Aging and Disability Services through the Corporation for National and Community Service for the Coming of Age Program in the Health and Human Services & Veterans Services Department;
B. Revised application to the Office of the Governor, Criminal Justice Division, for a previously approved application, in order to change the start date for a program to evaluate the Travis County Criminal Court's indigent defense system.
C. Annual contract with the Office of Attorney General to continue the Other Victim Assistance grant program in the County Attorney's Office; and
D. Permission to continue the Child Abuse Victim Services Personnel Program in the Travis County Sheriff's Office until the forthcoming agreement is fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a routine application for Coming of Age program funding for the Health and Human Services Department. Item B is a revision of a previous grant application in order to change the start date of the program from July 1, 2012 to September 1, 2012. Item C is the annual contract for the Other Victim Assistance grant which provides funding for a victim counselor in the County Attorney's Office. Item D is a permission to continue a grant program in the Sheriff's Department until a final grant award is received.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A has a grant match that is fully budgeted within the HHS & VS budget. Item C also contains a grant match that will be internally funded by the County Attorney's Office budget or through CAPSO funding.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leslie Browder
County Judge's Office	Cheryl Aker

TRAVIS COUNTY

8/14/2012

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 a 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 #
Application												
A	158	Coming of Age	9/1/12-8/31/13	$24,484	$24,484	$0	$0	$48,968	-	R	MC	12
B	124	Indigent Defense System Evaluation Project*	9/1/12-3/31/14	$230,318	$0	$0	$0	$230,318	1.00	R	MC	29
Contracts												
C	119	Other Victim Assistance Grant	9/1/12-8/31/13	$42,000	$0	$11,557	$0	$53,557	1.00	R	S	51

** Amended from original.*

	Dept.	Grant Title	on Application	Cost	Transfer	Request	FTE	Expiration Date	Notes	Assessment	Page #
Permission to Continue											
D	137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	$8,920	$0	$8,920	1.00	10/31/2012	R	MC	75

** This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

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
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
24	Travis County Veterans Court	7/01/2012-6/30/2013	$53,414	$0	$0	$0	$53,414	-	1/31/2012
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

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
19	Underage Drinking Prevention Program	10/1/2012-9/30/2013	$161,205	$230,502	$35,951	$53,875	$481,533	3.50	2/7/2012
24	Veterans Court Grant	9/1/2012-8/31/2013	$226,516	$0	$0	$0	$226,516	2.00	2/7/2012
39	Travis County Adult Probation DWI Court	9/30/2012-9/29/2013	$206,515	$0	$0	$0	$206,515	3.05	2/7/2012
24	Family Drug Treatment Court	9/1/2012-8/31/2013	$137,388	$0	$0	$0	$137,388	1.00	2/14/2012
37	TCSO Child Abuse Victim Services Personnel	9/1/2012-8/31/2013	$24,997	$0	$24,997	$0	$49,994	1.00	2/14/2012
39	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	$229,112	$0	$0	$0	$229,112	4.00	2/14/2012
42	Drug Diversion Court	9/1/2012-8/31/2013	$132,585	$0	$0	$0	$132,585	1.00	2/14/2012
45	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT	9/1/2012-8/31/2013	$199,766	$0	$0	$0	$199,766	-	2/14/2012
19	Family Violence Accelerated Prosecution Program	09/01/12 08/31/13	$121,905	$31,534	$16,365	$17,742	$187,546	2.28	2/21/2012
45	Travis County Eagle Resource Project	09/01/12 08/31/13	$31,926	$0	$0	$0	$31,926	-	2/21/2012
45	Trama Informed Assessment and Response Program	09/01/12 08/31/13	$192,666	$0	$0	$0	$192,666	0.50	2/21/2012
47	Fire Mitigation Assistance Grant Hodde Lane #2957	09/04/11 09/19/11	$38,605	$12,868	$0	$0	$51,473	-	3/13/2012
47	Fire Mitigation Assistance Grant Pedernales #2959	09/04/11 09/19/11	$333,005	$111,002	$0	$0	$444,007	-	3/13/2012
47	Fire Mitigation Assistance Grant Steiner #2960	09/04/11 09/19/11	$385,016	$128,339	$0	$0	$513,355	-	3/13/2012
49	Travis County Fuels Reduction Project (aka Wildfire Mitigation Grant)	09/01/12 08/31/14	$200,775	$66,925	$0		$267,700	-	3/20/2012
58	Parenting In Recovery*	09/30/11 09/29/12	$583,843	$62,818	$80,000	$52,212	$778,873	1.00	3/20/2012
45	Residental Substance Abuse Treatment (RSAT) Program	10/01/12 09/30/13	$143,743	$47,914	$0	$0	$191,657	1.75	3/20/2012

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Trama Informed Assessment and Response Program*	09/01/12 08/31/13	$192,666.00	$0.00	$0	$0	$192,666.00	0.50	3/27/2012
45	Travis County Eagle Resource Project*	09/01/12 08/31/13	$31,926.00	$0.00	$0	$0	$31,926.00	-	3/27/2012
39	Travis County Adult Probation Co-Occurring Re-entry Services	10/01/2012 9/30/2012	$565,345.00	$0.00	$0	$0	$565,345.00	3.00	4/17/2012
57	NEH Preservation Assistance	2/01/2012 8/1/2013	$6,000.00	$0.00	$0	$0	$6,000.00	-	4/17/2012
39	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/12 08/31/13	$1,007,657	$173,811	$236,537	$0	$1,418,005	12.00	5/1/2012
45	Youth Reentry Program	10/01/12 03/31/15	$1,047,504	$0	$0	$0	$1,047,504	3.00	5/1/2012
39	Domestic Violence Accountability Management Program	10/01/2012 09/30/2014	$499,956	$0	$0	$0	$499,956	3.00	5/15/2012
45	National School Lunch/Breakfast program and USDA School Commodity Program	07/01/2012 06/30/2013	$217,219	$0	$0	$0	$217,219	-	6/12/2012
137	State Alien Assistance Program SCAAP 12	07/01/2010 - 06/30/2011	$683,501	$0	$0	$0	$683,501	-	6/26/2012
158	Basic Transportation Needs Fund Bus Pass Program	09/01/2012 - 08/31/2013	$5,790	$0	$0	$0	$5,790	-	6/26/2012
137	Sheriff's Office Command & Support Vessel	06/01/2012 - 03/31/2013	$413,236	$0	$0	$0	$413,236	-	7/3/2012
124	Indigent Defense System Evaluation Grant	07/01/12 - 03/31/14	$230,318	$0	$0	$0	$230,318	1.00	7/10/2012
158	Children's Success Initiative	09/28/12 - 09/27/13	$670,593	$113,995	$0	$4,345	$788,933	15.15	7/10/2012
124	Travis County Veterans Commission-Suppliment	01/01/2013 - 12/31/13	$61,057	$0	$0	$0	$61,057	-	7/31/2012
155	Justice Reinvestment Initiative	10/01/2012 - 09/30/12	$451,812	$0	$0	$0	$451,812	-	7/31/2012
158	Parenting in Recovery II	09/28/12 - 09/27/13	$500,000	$0	$214,286	$0	$714,286	2.00	7/31/2012
158	Parenting in Recovery	09/30/12- 09/29/13	$120,483	$0	$40,247	$0	$160,730	1.00	8/7/2012
			$16,559,301	$1,149,463	$4,545,649	$201,851	$22,456,264	94.31	

*Amended from original agreement.

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
47	Urban Area Security Inititive*	8/1/2010-13/31/2012	$250,000	$0	$0	$0	$250,000	1.00	11/22/2011
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
59	Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	$5,888	$0	$0	$0	$5,888	-	2/7/2012
58	ARRA WAP Weatherization Assistance Program*	09/01/2009 02/28/2012	$7,622,699	$0	$0	$0	$7,622,699	3.00	2/21/2012
40	OVW FY2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/2010 09/30/2013	$400,000	$0	$0	$0	$400,000	-	2/28/2012

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
37	TxDOT Impaired Driving Mobilization Grant	03/07/12 09/30/12	$18,102	$6,100	$0	$0	$24,202		3/13/2012
37	2009 COPS LE Technology Grant*	03/11/12 09/10/12	$300,000	$0	$0	$0	$300,000		3/13/2012
49	LIRAP Local Initative Projects (LIP)*	05/06/08 08/31/13	$1,688,163	$0	$0	$0	$1,688,163	-	3/20/2012
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2013	$7,500	$0	$7,500	$0	$15,000	-	3/27/2012
58	Coming of Age (CNCS)	4/1/2012-3/31/2013	$50,495	$321,591	$0	$0	$372,086	6.80	3/27/2012
42	Drug Diversion Court*	09/01/2011-08/31/2012	$132,702	$0	$7,930	$0	$140,632	1.00	4/3/2012
58	Share the Warmth	04/01/12 09/30/12	$24,500	$0	$0	$0	$24,500	-	4/24/2012
21	Electronic Disposition Reporting	04/15/2012 08/31/12	$34,939	$0	$0	$0	$34,939	-	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise	02/01/2011 09/30/2011	$7,215	$0	$0	$7,215	$14,430	0.20	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise*	10/01/2011 09/30/2012	$10,000	$0	$0	$7,215	$17,215	0.20	5/8/2012
58	AmeriCorps*	8/1/2011 - 7/31/2012	$298,922	$236,045	$0	$183,061	$718,028	26.5	6/5/2012
149	Onion Creek Greenway Phase 1 Urban Outdoor Grant*	10/02/09 - 07/15/2013	$1,000,000	$0	$1,000,000	$0	$2,000,000	0	6/26/2012
123	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	09/01/2012 - 08/31/2015	$612,372	$0	$0	$0	$612,372	2.00	7/31/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	Sheriff's Combined Auto Theft Task Force	09/01/2012 - 08/31/2012	$641,481	$173,811	$236,537	$0	$1,051,829	12.00	7/31/2012
158	AmeriCorps*	08/01/10 - 07/31/2011	$270,282	$0	$164,415	$201,136	$635,833	9.000	7/31/2012
158	Casey Family Programs Community and Family Reintegration Project	01/01/12 - 12/31/12	$80,000	$0	$0	$0	$80,000	1.00	8/7/2012
			$30,830,699	$1,011,291	$1,468,131	$711,651	$34,021,772	84.31	

Amended from original agreement.

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FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC: Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
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*	1/1/2012-12/31/2012	$0	$0	$175,000	0.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs 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
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	$29,196	$29,196	$58,392	1.00	6/30/2012	3/20/2012	N/A	No
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	$29,196	$29,196	$58,392	4.00	5/31/2012	3/27/2012	N/A	No
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	$29,196	$29,196	$58,392	4.00	8/31/2012	6/5/2012	N/A	No
158	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	$15,862	$0	$15,862	1.00	9/30/2012	6/26/2012	N/A	No
158	AmeriCorps	08/01/12 - 07/31/13	$79,018	$0	$79,018	28.00	9/30/2012	7/24/2012	N/A	No
158	Comprehensive Energy Assistance Program	01/01/12 - 12/31/12	$120,000	$0	$120,000	-	8/31/2012	8/7/2012	N/A	No
	Totals		$346,860	$131,980	$653,840	43.00				

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TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court

		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	$ 375,000	$ 250,000	$ 250,000	$ 375,000	$ 125,000	$ 500,000	$ -	$ 625,000	$ -	$ 625,000		$ 625,000
Criminal Justice Planning	Office of Parental Representation. *County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and 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	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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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	$ 5,311,349	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 development a tobacco free workstite 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	$ -	$ -	$ -	$ -	$ -
	Totals	$ 3,070,731	$ 1,161,189	$ 8,619,525	$ 2,175,626	$ 7,952,569	$ 1,135,059	$ 2,272,470	$ 1,260,059	$ 1,607,470	$ 1,760,059	$ 1,490,480	$ 1,760,059

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☒ Contract Approval: ☐	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw, Contract Specialist	
Phone Number:	854-4277	

Grant Title:	Coming of Age (DADS)			
Grant Period:	From:	9/1/12	To:	8/31/13
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	Corporation for National and Community Service (CNCS)			
Will County provide grants funds to a subreceipent?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☒	No: ☐
Originating Grantor:	Texas Dept. on Aging and Disability Services (DADS)			

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	0	0	**0**	0	0
Operating:	24,484	24,484	**0**	0	48,968
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	0	0	**0**	0	$0
Total:	24,484	24,484	**0**	0	48,968
FTEs:	0	0	**0**	0.00	0

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	☒	PL	
County Attorney	☒	MEG	

Performance Measures	**Projected FY 13 Measure**	**Progress To Date:**				**Projected FY 14 Measure**
Applicable Depart. Measures		12/31/12	3/31/13	6/31/13	9/30/13	

Number of volunteers referred to non-profit organizations	800					800
Number of elderly able to continue living in their own homes because of volunteer help	500					500
Number of agencies using volunteers as part of the effort to maintain services and programs	30					30
Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	30					30
Measures For Grant						
Dept. measures and grant measures are the same						
Outcome Impact Description	85% of organizations provided with Coming of Age volunteers report these volunteers helped them better meet client needs					
Outcome Impact Description	85% of clients served will remain in their homes					
Outcome Impact Description	70% of agencies will report that they maintained services to their clients because of the volunteers recruited and managed by Coming of Age volunteers					
Outcome Impact Description	80% of participating organizations will report that their adult clients increased their education and/or literacy levels as a result of participating in academic achievement sessions					
Outcome Impact Description	90% of nonprofits receiving training and technical assistance through the nonprofit support component of the Coming of Age program will report a better understanding of volunteer management for the 50+ population					

PBO Recommendation:

This grant application will continue the federal pass through funding of the Coming of Age program in HHS&VS. The federal funds from the Corporation for National and Community Service is passed through the Texas Department on Aging and Disability Services (DADS). The grant match is met through HHS&VS's annual budget for the Coming of Age program.

PBO recommends approval of this request.

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

Coming of Age focuses on the skills available in the Baby Boomer population (those born between 1946 and 1964) as well as older retirees to create more value for the community. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers will be able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers will pursue include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.
Coming of Age receives two grants from the Corporation for National and Community Service (CNCS). A grant for $50,495 comes directly from CNCS. Another grant for $24,484 comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS. These grant funds enhance an existing program.

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

The $24,484 grant requires a dollar for dollar cash match from the General Fund. The General Fund budget for Coming of Age more than covers the match requirement. This grant pays for operating expenses. The General Fund would most likely have to cover this if the grant is not renewed.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The grant requires a dollar for dollar cash match. This is more than covered by the current Coming of Age General Fund budget. No additional funds are required.

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

As mentioned in the answer to question #1, Coming of Age receives two grants from CNCS. One of the grants is for $50,495 and the other is for $24,484. The larger grant was reduced from $63,119 in FY'11 to the current $50,495. This 20% decrease has put an even greater strain on an already tight budget. Coming of Age is requesting not to include any indirect costs in the grant due to the funding decrease.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If

(2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The Coming of Age program would have to seek funding from other sources, including the General Fund, if the Corporation for National and Community Service reduced or discontinued this grant.

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

NA

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 DADS grant provides funding to help Coming of Age achieve the performance measures described on page 1. The grant measures are the same as the department measures.

TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608

DATE: July 31, 2012

TO: Members of the Commissioners Court

FROM: Sherri E. Fleming
Sherri E. Fleming
County Executive for Travis County Health and Human Services and Veterans Service

SUBJECT: Coming of Age Grant Application to the Corporation for National and Community Service for grant funds from the Texas Department of Aging and Disability Services

Proposed Motion:
Consider and take appropriate action to approve a $24,484 grant application to the Corporation for National and Community Service for grant funds from the Texas Department of Aging and Disability Services to help fund the Coming of Age program in FY'13.

Summary and Staff Recommendation:
Coming of Age Austin Metro (formerly known as Travis County RSVP) broadens the scope of RSVP by focusing on the skills available in the Baby Boomer population (those born between 1946 and 1964) as well as older retirees to create more value for the community. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers will be able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers will pursue include tutoring, mentoring, food distribution, caregiver services, health

education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

TCHHSVS staff recommends approving this application.
(Since this application is for year two of a two-year funding cycle, Travis County does not have to submit the narrative and work plan again since they were submitted in year one.)

Budgetary and Fiscal Impact:
The FY'13 grant is $24,484. Travis County is required to provide a dollar for dollar cash match. This is more than covered by the current Coming of Age departmental budget. No additional funds or staff are required.

Instructions from the Corporation for National and Community Service (CNCS) are to include only the federal funds on the SF-424 face sheet and not the county match.

Coming of Age receives two CNCS grants. A grant for $50,495 comes directly from CNCS. Another grant for $24,484 comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS.

CNCS grant funds help pay for salary and operating expenses. Grant funds from CNCS and other sources make up approximately 17% of the Coming of Age budget. The remaining 83% comes from the Travis County General Fund.

Issues and Opportunities:
Coming of Age provides valuable services to the residents of Travis County in such areas as education, health and human services, volunteer mobilization and capacity building to improve the effectiveness of nonprofits.

Background:
Coming of Age is committed to bringing together people of diverse backgrounds by maintaining a broad and inclusive set of organizational members and volunteer opportunities. Coming of Age is also committed to providing volunteer opportunities for those who may have physical challenges such as sight or hearing limitations or restricted mobility.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Fred Lugo, Manager, Coming of Age
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent

Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

DRAFT

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:
Application [X] Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):

3. DATE RECEIVED BY STATE:

STATE APPLICATION IDENTIFIER:

2b. APPLICATION ID:
12SR142214

4. DATE RECEIVED BY FEDERAL AGENCY:

FEDERAL IDENTIFIER:
11RZWTX028

5. APPLICATION INFORMATION Travis County through the

LEGAL NAME: Travis County Health and Human Services and Veterans Services

DUNS NUMBER: 030908842

ADDRESS (give street address, city, state, zip code and county):
PO Box 1748
Austin TX 78767 - 1748
County: Travis

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):
NAME: Fred Lugo
TELEPHONE NUMBER: (512) 854-4105
FAX NUMBER: (512) 854-4131
INTERNET E-MAIL ADDRESS: fred.lugo@co.travis.tx.us

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
746000192

7. TYPE OF APPLICANT:
7a. Local Government - County
7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).
[ ] NEW [ ] NEW/PREVIOUS GRANTEE
[X] CONTINUATION [ ] AMENDMENT
If Amendment, enter appropriate letter(s) in box(es): [ ] [ ]
A. AUGMENTATION B. BUDGET REVISION
C. NO COST EXTENSION D. OTHER *(specify below)*:

9. NAME OF FEDERAL AGENCY:
Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.002
10b. TITLE: Retired and Senior Volunteer Program

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Coming of Age Austin Metro

11.b. CNCS PROGRAM INITIATIVE (IF ANY):

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):
Travis County, Texas

13. PROPOSED PROJECT: START DATE: 09/01/12 END DATE: 08/31/13

14. CONGRESSIONAL DISTRICT OF: a.Applicant TX 021 b.Program TX 021

15. ESTIMATED FUNDING: Year #: 2

a. FEDERAL	$ 24,484.00
b. APPLICANT	$ 0.00
c. STATE	$ 0.00
d. LOCAL	$ 0.00
e. OTHER	$ 0.00
f. PROGRAM INCOME	$ 0.00
g. TOTAL	$ 24,484.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
[ ] YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE:
[X] NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
[ ] YES If "Yes," attach an explanation. [X] NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED Department REPRESENTATIVE:
John Bradshaw Travis County

b. TITLE:
Contract Specialist

c. TELEPHONE NUMBER:
(512) 854-4277

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:
BY:
Samuel T. Biscoe
Travis County Judge

e. DATE SIGNED:

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Coming of Age Austin Metro

Travis County Health and Human Services and Veterans Services

Application ID: 12SR142214 **Budget Dates:** 09/01/2011 - 08/31/2013

		Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses					
A. Project Personnel Expenses					
B. Personnel Fringe Benefits					
FICA		0	0	0	0
Health Insurance		0	0	0	0
Retirement		0	0	0	0
Life Insurance		0	0	0	0
	Total	$0	$0	$0	$0
C. Project Staff Travel					
Local Travel					
Long Distance Travel		200	200	0	0
	Total	$200	$200	$0	$0
D. Equipment					
E. Supplies					
F. Contractual and Consultant Services		300	300	0	0
I. Other Volunteer Support Costs					
Criminal Background Check		0	0	0	0
	Total	$0	$0	$0	$0
J. Indirect Costs					
Section I. Subtotal		**$500**	**$500**	**$0**	**$0**
Section II. Volunteer Expenses					
A. Other Volunteer Costs					
Meals		0	0	0	0
Uniforms		0	0	0	0
Insurance		1,284	1,284	0	0
Recognition		9,200	9,200	0	0
Volunteer Travel		13,500	13,500	0	0
	Total	$23,984	$23,984	$0	$0
Section II. Subtotal		**$23,984**	**$23,984**	**$0**	**$0**
Budget Totals		**$24,484**	**$24,484**	**$0**	**$0**
Funding Percentages			**100%**	**%**	
Required Match			**n/a**		
# of years Receiving CNCS Funds			**n/a**		

Budget Narrative: Coming of Age Austin Metro for Travis County Health and Human Services and Veterans Services

Section I. Volunteer Support Expenses

A. Project Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

B. Personnel Fringe Benefits

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
FICA:	0	0	0	0
Health Insurance:	0	0	0	0
Retirement:	0	0	0	0
Life Insurance:	0	0	0	0
CATEGORY Totals	0	0	0	0

C. Project Staff Travel

Local Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

Long Distance Travel

Purpose -Destination -Other Travel -Trans. Amount -Meals/ Lodging	CNCS Share	Grantee Share	Total Amount	Excess Amount
Transportation, Meals, Lodging: Natl Volunteer Conference, Tx Sr Corps Conference, Sr Corps Association Meetings, or other work related conferences- Meals/Lodging 200 Trans 0 Other 0	200	0	200	0
CATEGORY Totals	200	0	200	0

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount	Excess Amount

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CATEGORY Totals	0	0	0	0

E. Supplies

Item/ Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

F. Contractual and Consultant Services

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Software maintenance agreement: $300/year for Volunteer Reporter	300	0	300	0
CATEGORY Totals	300	0	300	0

I. Other Volunteer Support Costs

Item	CNCS Share	Grantee Share	Total Amount	Excess Amount
Criminal Background Check:	0	0	0	0
CATEGORY Totals	0	0	0	0

J. Indirect Costs

Calculation -Rate Type -Rate -Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0
SECTION Totals	500	0	500	0
PERCENTAGE	100%	0%		

Section II. Volunteer Expenses

A. Other Volunteer Costs

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
Meals:	0	0	0	0
Uniforms:	0	0	0	0
Insurance: Based on insurance formula of (most recent months active # of vols x $1.40) + (most recent months active # of				

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volunteers x $0.85) + (25% most recent months active # of volunteers X $3.75)	1,284	0	1,284	0
Recognition: $30/person for recognition costs, including formal and informal means of recognition	9,200	0	9,200	0
Volunteer Travel: Mileage reimbursement @ 0.20/mile up to 100 miles/month	13,500	0	13,500	0
CATEGORY Totals	23,984	0	23,984	0
SECTION Totals	23,984	0	23,984	0
PERCENTAGE	100%	0%		

BUDGET Totals	24,484	0	24,484	0
PERCENTAGE	100%	0%		

Source of Funds

Section	Description
Section I. Volunteer Support Expenses	
Section II. Volunteer Expenses	

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ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686). which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

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- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps*State and National, you may ignore this section.*

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion. (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the national service legislation includes a restriction on religious discrimination in employment of staff hired to work on a Corporation-funded project and paid with Corporation grant funds. (42 U.S.C. §§ 5057(c) and 12635(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" on the Corporation's website at: http://www.usdoj.gov/archive/fbci/effect-rfra.pdf.
- Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686). which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the nondisplacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the State Commission for the state in which the program operates.
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the nonduplication and nondisplacement requirements set out in section 177 of the National and Community

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Service Act of 1990, and in the Corporation's regulations at § 2540.100;

- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;
- Has not violated a Federal criminal statute;
- If a state applicant, will ensure that the State subgrants will be used to support national service programs selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

For Learn and Serve America Applicants ONLY

If you are not applying for a grant through Learn and Serve America, you may disregard this section.

- Will keep such records and provide such information to the Corporation with respect to the programs as may be required for fiscal audits and program evaluation.
- Will comply with the nonduplication, nondisplacement, and grievance procedure requirements of 45 CFR Part 2540.
- Will, prior to the placement of a participant, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the program, to prevent the displacement and protect the rights of those employees.
- Will comply with the 45 CFR 2540.200-207 criminal history check requirements for all individuals receiving a living allowance, stipend, national service educational award, or salary through a program receiving assistance under the national service laws—regardless of the type of service the individual is performing or the individual's access to vulnerable populations.
- Will comply with the parental involvement requirements 45 CFR 2540.330.
- Will, for school-based grants, make efforts to:
    1. ensure that students of different ages, races, sexes, ethnic groups, disabilities, and economic backgrounds have opportunities to serve together;
    2. include any opportunities for students, enrolled in schools or programs of education providing elementary or secondary education, to participate in service-learning programs and ensure that such service-learning programs include opportunities for such students to serve together;
    3. involve participants in the design and operation of the programs;
    4. promote service-learning in areas of greatest need, including low-income or rural areas; and
    5. otherwise integrate service opportunities into the academic program of the participants.

For Social Innovation Fund Applicants ONLY

If you are not applying for a Social Innovation Fund grant, you may disregard this section.

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- Will use the funds received through the award in order to make subgrants to community organizations that will use the funds to replicate or expand proven initiatives, or support new initiatives, in low-income communities.

- Will consult with a diverse cross section of community representatives in making decisions about subgrants for communities (including individuals from the public, nonprofit private, and for-profit private sectors).

- Will make subgrants of a sufficient size and scope to enable the community organizations to build their capacity to manage initiatives, and sustain replication or expansion of the initiatives;

- Will not make any subgrants to--
  - the parent organizations of the applicant,
  - a subsidiary organization of the parent organization of the applicant, or,
  - if the applicant applied for a SIF award as a partnership, any member of the partnership.

- Commits to meeting the matching fund requirements of section 198k(i) of the National and Community Service Act of 1990 (42 U.S.C. §12653k(i)).

- Commits to use data and evaluations to improve the applicant's own model and to improve the initiatives funded by the applicant.

- Commits cooperate with any evaluation activities undertaken by the Corporation.

- Has adopted and implemented standard of conduct policies and procedures in regard to procurements which meet the requirements of either 45 C.F.R. §2541.360(b)(3), or 2 C.F.R. §215.42 and 45 C.F.R. §2543.42.

- Has adopted and implemented policies and procedures in regard to the applicant's subgrant competitions which will provide reasonable assurance that conflicts of interest (or appearances of conflicts of interest) on the part of reviewers or decision-makers are identified and appropriately mitigated.

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CERTIFICATIONS

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

A. Publishing a drug-free workplace statement that:
   a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
   b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
   c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;

B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;

C. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The grantee's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;

D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;

E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
   a. Taking appropriate personnel action against the employee, up to and including termination; or
   b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

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GRANT SUMMARY SHEET

Check One:	Application Approval: ☒ Contract Approval: ☐	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☐	Amendment: ☒
Check One:	New Grant: ☒	Continuation Grant: ☐
Department/Division:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Director of Court Management	
Phone Number:	512-854-9224	

Grant Title:	Indigent Defense System Evaluation Project			
Grant Period:	From:	09/01/12	To:	03/31/14
Fund Source:	Federal: ☐	State: ☒	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grants funds to a subrecipient?		Yes: ☐	No: ☒	
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: ☐	No: ☒	
Originating Grantor:	OOG-CJD			

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	$198,511	0	**0**	0	$198,511
Operating:	$27,290	0	**0**	0	$27,290
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	$4,517	0	**0**	0	$4,517
Total:	$230,318	$0	**$0**	$0	$230,318
FTEs:	1.00	0.00	**0.00**	0.00	1.00

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	☒	RP	
County Attorney	☒	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
Applicable Depart. Measures		12/31/11	3/31/12	6/30/12	9/30/12	
# of misdemeanor cases evaluated for case outcome, access to attorney, and ability to post bond.	N/A	N/A	N/A	N/A	N/A	36,777 Proj. misd. dispositions for FY13
# of felony cases evaluated for case outcome, access to attorney, and ability to post bond.	N/A	N/A	N/A	N/A	N/A	11,007 Proj. felony dispositions for FY13
Measures For Grant						
Participate as a pilot site with the National Legal Aid and Defense Association/North Carolina Office of Indigent Defense Services to collect and analyze indigent defense data to develop performance measures for indigent defense systems.	N/A	N/A	N/A	N/A	N/A	47,784 Proj. felony and misd dispositions to be reviewed across 3 key areas

PBO Recommendation:

This represents a revision to a grant application approved by Commissioners Court on July 10, 2012. The grantor has asked the department to change the start date of the grant from July 1, 2012, to September 1, 2012. There are no other changes to the application besides changing the date.

This is a new grant opportunity for the Criminal Courts to be part of a pilot program with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate the indigent defense system in Travis County.

The grant provides personnel and operating funds for one Business Analyst III position from **September 1, 2012** through March 31, 2014.

There are no match requirements or commitment to continue the program after the grant expires. PBO recommends approval of the grant.

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 Travis County Criminal Courts have been selected as a pilot site to work with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate our Indigent Defense System. The project will encompass evaluating our Indigent Defense System in three key areas: case outcomes, access to attorney, and ability to post bond. Part of the project will be to develop a tool kit for other jurisdictions on how to set-up a way to effectively evaluate indigent defense outcomes and criminal justice outcomes on a regular basis. The purpose of the project is not to critique our Indigent Defense System, but to develop performance measures and use evidence-bases approaches to enhance system performance.

Participation in this evaluation project will require an FTE researcher who will be dedicated to analyzing Travis County data and working with the other sites in the nation participating in this project. The Governor's Office Criminal Justice Division is providing Travis County the opportunity to apply for a discretionary grant in order to fund the FTE to conduct research for the project period (7/01/12 – 3/31/14) as well as necessary software and hardware for the project.

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.

This project will end when the Indigent Defense Systems Evaluation Project has been completed.

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

It has been a long term goal of the County to develop performance indicators for our Indigent Defense System. Participating in this project will give Travis County the opportunity to analyze and develop performance measures for ourselves as well as other Indigent Defense Systems in the nation.

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.

Participation in this project will provide us the opportunity to analyze our Indigent Defense System and develop performance indicators. This in turn will allow us to determine if our current indigent defense delivery system is effective and where improvements may be made.

[Print This Page]

Agency Name: Travis County
Grant/App: 2636801 **Start Date:** 9/1/2012 **End Date:** 3/31/2014

Project Title: Indigent Defense System Evaluation Project
Status: Pending OOG Review

Profile Information

Applicant Agency Name: Travis County
Project Title: Indigent Defense System Evaluation Project
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 78701-2103
Start Date: 9/1/2012
End Date: 3/31/2014

Regional Council of Goverments(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: Tonya Watson
Email: tonya.watson@co.travis.tx.us
Address 1: 509 W. 11th Street, Room 1.300
Address 1: Criminal Justice Center
City: Austin, Texas 78701
Phone: 512-854-4726 Other Phone: 512-854-4898
Fax: 512-854-4464

Title: Ms.
Salutation: Ms.

You are logged in as **User Name:** debrahale

[Print This Page]

Agency Name: Travis County
Grant/App: 2636801 **Start Date:** 9/1/2012 **End Date:** 3/31/2014

Project Title: Indigent Defense System Evaluation Project
Status: Pending OOG Review

Narrative Information

Primary Mission and Purpose

The State Criminal Justice Planning (421) Fund supports programs designed to reduce crime and improve the criminal or juvenile justice system.

Funding Levels

The anticipated funding levels for the Fund 421 program are as follows:

- Minimum Award - $5,000
- 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.*

Juvenile Justice Program Requirements

Preferences – Preference will be given to those applicants that demonstrate cost effective programs focused on proven or promising approaches to services provision.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Diversion - Diversion - Programs to divert juveniles from entering the juvenile justice system.

Job Training - Projects to enhance the employability of juveniles or prepare them for future employment. Such programs may include job readiness training, apprenticeships, and job referrals.

Professional Therapy and Counseling/Mental Health - Services include, but are not limited to, the development and/or enhancement of diagnostic, treatment, and prevention instruments; psychological and psychiatric evaluations; counseling services; and/or family support services.

School Based Delinquency Prevention - Education programs and/or related services to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.

Substance Abuse - Programs, research, or other initiatives to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs include control, prevention, and treatment.

Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only) - Programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system-wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).

Disproportionate Minority Contact (DMC) (for Statewide and OOG-Identified County Organizations Only) - The purpose of this funding is to assist designated jurisdictions and agencies in developing and implementing strategies to reduce racial disparities at various contact points in the juvenile justice system. Section 223(a) (22) of the JJDP Act provides that the State shall: "[Address] juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

Victim Assistance Program Requirements

Preferences - Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Culturally Competent Victim Restoration - Applicants agree to promote collaboration and coordination among local service systems that involve multiple disciplines andPreference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

N/A

Criminal Justice Program Requirements

Preferences – Preference will be given to applicants that support law enforcement activities, prosecution, and improvements to technology, and reentry of offenders into the community.

Eligible Activities - Applicant assures that its proposed project meets at least one of the following areas to be eligible for funding:

- Law Enforcement – Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level.
- Prosecution and Court – Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.
- Technology – Programs that implement or expand a law enforcement agency's ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR Part 23.
- Corrections and Community Corrections – Programs that reintegrate adults and juveniles into the community.
- Drug Treatment – Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.

Program Income - Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

- Deduction Method – Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.
- Asset Seizures and Forfeitures – Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Assets Seizures and Forfeitures
Applicant agrees to comply with the following:

1. Applicant will maintain on file and provide a copy of the asset sharing agreement between the agency and any other criminal justice agency outlining the distribution of assets forfeited in the course of grant-related activities. The asset agreement must clearly describe the distribution of forfeited assets within the grantee agency in regards to grant-funded and non-grant funded personnel participating in grant-related activities.
2. Applicant shall maintain a logbook of all assets seized in the course of grant-related activities. The logbook shall record the assets seized, the date and time of the asset seizure, the case number of the incident involving the asset seizure, the name of the grantee agency employee(s) who were involved in the seizure of the assets, the date seized assets are forfeited, the date forfeited assets are liquidated if not cash, and the final disposition of cash from cash forfeitures or property sales to the grantee agency.

Uniform Crime Reporting - Applicant assures that if it operates a law enforcement agency, the agency is current and has been current in reporting required Part 1 violent crime data for three previous years to the Texas Department of Public Safety and will continue reporting throughout the grant period.

Criminal History Reporting - Applicant assures that they are currently reporting and will maintain timely reporting of all information required under the Texas Code of Criminal Procedure, Chapter 60.

Constitutional Compliance - Applicant assures that they will engage in no activity that violates Constitutional law including profiling based upon race.

Information Systems - Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Drug Court Program Requirements

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 that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding.

Describe in detail how your program meets each of the ten essential characteristics of a drug court.

Integration of Services – The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.
N/A

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.

N/A

Prompt Placement – Early identification and prompt placement of eligible participants in the program.
N/A

Access – Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.
N/A

Abstinence Monitoring – Monitoring of abstinence through weekly alcohol and other drug testing.
N/A

Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.
N/A

Judicial Interaction – Ongoing judicial interaction with program participants.
N/A

Evaluation – Monitoring and evaluation of program goals and effectiveness.
N/A

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.
N/A

Partnerships – Development of partnerships with public agencies and community organizations.
N/A

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
X 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.
N/A

Drug Court Date - If the Court has commenced operations, provide the date that the Court was established.
Enter the date [mm/dd/yyyy]:
7/1/2012

Drug Court Type

- Adult - Programs serving adults (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.
- Family - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Juvenile - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:
_ Adult
_ Veterans
_ Family
_ Juvenile
X N/A

Will the drug court accept **DWI offenders**?
Select the appropriate response:
_ Yes
_ No
X 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.
N/A

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.
N/A

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
X N/A

Has the drug court ever received **federal funding**?
Select the appropriate response:
_ Yes
_ No
X 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:
N/A
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.

Community Planning Participation

Did the applying agency participate in the Local or Regional community planning process?
Select the appropriate response:
_ Yes
_ No
X N/A

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 Poirot, Human Resource Director

Enter the Address for the Civil Rights Liaison:
P.O. Box 1748, Austin, Texas, 78767

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 for Juvenile Justice, Victim Assistance, Criminal Justice**, and (if applicable) **Drug Court Program Requirements** to be eligible for funding under the State Criminal Justice (421) Fund Program Solicitations.
X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
The Sixth Amendment of the United States Constitution guarantees that "In all criminal prosecutions, the accused shall enjoy the right to...have the assistance of counsel for his defense." In order to ensure that the lack of financial ability to retain counsel does not interfere with the fundamental right to have counsel, various Indigent Defense Systems (IDS) have been implemented throughout the United States. In Texas alone, there are multiple indigent defense models operating in different counties around the state. Some examples of indigent defense models used in Texas counties are: private appointed counsel, contract attorneys, public defenders offices, and managed assigned counsel. Currently, the state of Texas does not have a set of indicators by which to measure the performance of the Indigent Defense Systems. Therefore, it is unknown which indigent defense model is most effective while providing the best outcomes. In order to assist in establishing IDS performance measures, Travis County has been selected as a pilot site in the Indigent Defense Systems evaluation project spearheaded by the National Legal Aid and Defenders Association/North Carolina Office.

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:
According to the Texas Indigent Defense Commission, in State Fiscal Year 2011, the State of Texas spent $198,364,998 for indigent defense costs. As mentioned above, there is no consistency across the State of Texas with respect to the type of indigent defense model used by the various counties. To date, indigent defense performance measures have not been developed and applied to the various indigent defense models in order to determine which model provides the greatest efficiency and best outcomes for indigent defendants. Travis County uses the private appointed counsel indigent defense model. This involves rotating court appointments to approximately 225 private attorneys according to level of offense and attorney qualifications. In Travis County Fiscal Year 2011, there were 40,561 misdemeanor dispositions and 12,832 felony dispositions in which 46% of misdemeanor cases, and 71% of felony cases received court appointed counsel in Travis County. For the Travis County Fiscal Year 2013, Travis County projects that there will be 36,777 misdemeanor dispositions, and 11,007 felony dispositions for a total of 47,784 dispositions. As part of the Indigent Defense System Evaluation Project, these 47,784 cases will be reviewed and analyzed across three key areas: case outcomes, access to attorney, and ability to post bond.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.
Enter your community planning needs:
N/A

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The overall goal of this project is to participate as a pilot site with the National Legal Aid and Defender Association to develop a selection of Indigent Defense System metrics that will allow Travis County to measure system outcomes and performance. The data collected will also be used to establish a toolkit to support increasing research capacity that will provide other organizations with the tools to advocate for and set up in-house research positions and a data warehouse geared towards analyzing the performance of Indigent Defense Systems in other jurisdictions.

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):
N/A

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:
This is not a continuation project.

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 Criminal Courts have been selected as a pilot site to work with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate our Indigent Defense System. The project will encompass evaluating our Indigent Defense System across three key areas: case outcomes, access to attorney, and ability to post bond. The project will work to develop a tool kit for other jurisdictions on how to set-up a way to effectively evaluate indigent outcomes and criminal justice outcomes on a regular basis.

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Agency Name: Travis County
Grant/App: 2636801 **Start Date:** 9/1/2012 **End Date:** 3/31/2014

Project Title: Indigent Defense System Evaluation Project
Status: Pending OOG Review

Project Activities Information

Juvenile Justice Projects

Juvenile Justice Board Priorities

Select the Juvenile Justice Priority that best fits your project:

_ Diversion
_ Job Training
_ Professional Therapy and Counseling/Mental Health
_ School Based Delinquency Prevention
X Substance Abuse
_ Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only)
_ Disproportionate Minority Contact (DMC) (for OOG-identified Counties Only)

Disproportionate Minority Contact (DMC) Projects

For Statewide and OOG-identified County Organizations Only - The purpose of this funding is to assist designated jurisdictions and agencies in developing and implementing strategies to reduce racial disparities at various contact points in the juvenile justice system. Section 223(a)(22) of the JJDP Act provides that the State shall: "[Address] juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

Addressing Disproportionate Minority Contact in the Texas Juvenile Justice System
Briefly summarize the project's approach using the framework provided in the "Addressing Disproportionate Minority Contact in the Texas Juvenile Justice System: Causes and Solutions from the Community Perspective" research study conducted by Texas A&M Public Policy Research Institute. This study encourages a multidisciplinary approach targeting five factors:

1. Family/Social Circumstances – Within this broad theme, specific areas to address include broken families, poverty, a lack of role models, and cultural norms that under-value the importance of education in building a positive future for youth.
2. Criminal Justice System – Within this broad category, three specific issues of concern were identified. These include a lack of therapeutic interventions for delinquent youth, inequities experienced by poor and minority youth navigating the juvenile justice system, and a lack of juvenile detention facilities.
3. Special Populations at Increased Risk of DMC – Concern was most often expressed for youth with mental health or behavior disorders and for those who are members of a minority group.
4. School Related Factors – Areas that should be addressed include standardized testing policies, school discipline policies, and issues of communication between schools and families.
5. Need for Supervised Programs – Contributors to the study often identified a lack of supervised community programs as a factor contributing to DMC.

Note: *For information regarding the Texas A&M PPRI study, applicants are encouraged to go* here.

Provide summary of DMC approach:

DMC Advisory Board
Please list the names and positions of stakeholders involved in the advisory board.

Victims Projects

Type of Crime Victim - Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%):
0

Domestic Abuse Percentage (%):
0

Child Abuse Percentage (%):
0

DUI / DWI Crashes Percentage (%):
0

Survivors of Homicide Percentage (%):
0

Assault Percentage (%):
0

Adults Molested as Children Percentage (%):
0

Elder Abuse Percentage (%):
0

Robbery Percentage (%):
0

Stalking Percentage (%):
0

Dating/Acquaintance Violence Percentage (%):
0

Human Trafficking Percentage (%):
0

Drug Court Projects

Does your project have a Steering Committee that helps direct and enhance your court's operations?
_ Yes
_ No
X N/A

List the members of your project's treatment team and describe their role in supporting the participants, or enter 'N/A' if this item does not apply.
N/A

Provide the average caseload size for a full-time case manager/probation officer assigned to this project, or enter 'N/A' if this item does not apply.
N/A

Provide your project's policy on drug testing participants, or enter 'N/A' if this item does not apply.
N/A

Describe the process you will use to determine your project's effectiveness, or enter 'N/A' if this item does not apply.
N/A

Provide the total cost for operating your project during the previous fiscal year, or enter '0' if this item does not apply. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)
0

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year, or enter 'N/A' if this item does not apply. (This may include local or state funds and any other charges to participants.)
N/A

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.), or enter 'N/A' if this item does not apply.
N/A

Provide the total fees collected in your county during the most recently completed fiscal year, in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances), or enter '0' if this item does not apply. Note: The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.

0

Of the fees collected in your county, provide the amount that was directed to your project, or enter '0' if this item does not apply.
0

Describe how your project used those fees, or enter 'N/A' if this item does not apply.
N/A

Law Enforcement Projects

What is your agency's approved budget for law enforcement operations for the current fiscal year, or enter 'N/A' if this item does not apply?
0

How many commissioned peace officers are funded through your agency's current budget, or enter '0' if this item does not apply?
0

Provide the amount of asset forfeitures awarded to your agency in the previous fiscal year, or enter '0' if this item does not apply.
0

Provide the balance of asset forfeitures on hand as of the date of this application, or enter '0' if this item does not apply.
0

Describe the proposed use of the forfeiture funds or enter 'N/A' if this item does not apply:
N/A

Sources of Financial Support

Please complete the following information on all **law enforcement or homeland security grants** awarded to your agency during the previous fiscal year, and all applications you have submitted or new awards for the current fiscal year, or enter 'N/A' if this item does not apply.

Each source of funding you select below should include the following information for each grant award; or if your agency did not receive funding from any of the sources listed below, enter 'N/A':

1. name of agency providing funds;
2. grant period;
3. amount of the award (or amount requested);
4. amount expended; and
5. how the funds have been or will be used.

N/A

Does your agency expect to be awarded funds from any of the following sources during the project period of this grant?
Select the appropriate response(s):
_ The American Recovery and Reinvestment Act (any source)
_ Community Oriented Policing (COPS)
_ Weed and Seed Program
_ Bureau of Justice Assistance
X Homeland Security Grant Program (HSGP)
_ Operation Stonegarden (OPSG)
_ Interoperable Emergency Communications Grant Program (IECGP)
_ Emergency Operations Center (EOC) Grant Program
_ State Criminal Justice Planning (421) Fund
X Governor's Division of Emergency Management (GDEM) or Texas Department of Public Safety
X Texas Automobile Burglary and Theft Prevention Authority (ABTPA)
X Selective Traffic Enforcement Program (STEP)
_ Texas Border Sheriff's Coalition (TBSC)
X Other state or federal grant programs
_ Private Organization, Private Enterprise, or Non-Government Organization Grant Programs
_ Applicant does not expect to receive grant funds from any source to support its law enforcement agency

If you selected any of the boxes above (except for the last box), describe your agency's internal controls and processes that will be used to **prevent supplanting** of your agency's budgeted funds with grant funds. Example: Timesheets will be tracked to determine allowable charges for each fund source and to ensure that duplicate invoices are not submitted to multiple agencies.

Travis County does not currently have any budget that pays for staff to perform evaluations of its Indigent Defense program. Any financial award received as part of this grant will be placed in a separate fund which will be monitored and tracked to ensure that all expenditures directly support the evaluation of the Indigent Defense program. Additionally, any staff hired under this grant will periodically certify that they are spending 100% of their time on grant-related activities. The separation of duties, of those spending the funds and the staff claiming the expenditures for reimbursement under the grant, will serve as a check and balance that only grant allowable expenditures are claimed for reimbursement. Any future Travis County budget reductions will not impact this grant budget as this budget will only be allowed to be spent on activities related to the evaluation of the Indigent Defense program.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Technology	100.00	Technology improvements that enable the courts to collect and analyze data in order to develop indicators that allow for the effective evaluation of Indigent Defense Systems.

Geographic Area:
Travis County, Texas

Target Audience:
Adults with criminal court dispositions.

Gender:
male and female

Ages:
17 and over

Special Characteristics:
N/A

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Agency Name: Travis County
Grant/App: 2636801 **Start Date:** 9/1/2012 **End Date:** 3/31/2014

Project Title: Indigent Defense System Evaluation Project
Status: Pending OOG Review

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 data systems to be developed.	0	1
Number of existing data systems enhanced with grant funds.	0	1
Number of subscriptions to data sharing systems.	0	3

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of personnel with access to improved data / information sharing systems.	0	75
Number of agencies who benefitted from improvements to the new or enhanced data systems.	0	6

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

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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% indirect costs allowable by CJD	$4,517.00	$0.00	$0.00	$0.00	$4,517.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Office telephone for Computer Systems/Information Specialist hired under this grant	$175.00	$0.00	$0.00	$0.00	$175.00	0
Supplies and Direct Operating Expenses	Computer Software and Media	MS Office (productivity software), including: Office Professional Plus, Windows Vista Business, Enterprise CAL, Core CALClient Access	$740.00	$0.00	$0.00	$0.00	$740.00	0
Supplies and Direct Operating Expenses	Computer Software and Media	Microsoft Developer Network (MSDN) software license for Computer Systems/Information Specialist to be hired under this grant.	$950.00	$0.00	$0.00	$0.00	$950.00	0
Personnel	Computer Systems / Information Specialist	Manage and analyze large data sets while conducting qualitative and quantitative data analysis using a wide variety of research methodologies and techniques.	$198,511.00	$0.00	$0.00	$0.00	$198,511.00	100
Equipment	Laptop System and Accessories	Dell XPS laptop computer for Computer Systems/Information Specialist hired under this grant.	$2,645.00	$0.00	$0.00	$0.00	$2,645.00	1
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	Desk workstation for Computer Systems/Information Specialist: Includes desk, bookcase, filing cabinet and chair	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
Supplies	Office Supplies	General office supplies for Computer Systems/Information						

and Direct Operating Expenses	(e.g., paper, postage, calculator)	Specialist, including paper, pens, printer toner, printer paper, hanging folders, binders, file folders, etc.	$500.00	$0.00	$0.00	$0.00	$500.00	0
Travel and Training	Out-of-State Incidentals and/or Mileage	Attend quarterly sessions in Washington DC, Durham, North Carolina, and other test sites. Assumptions used in calculating budget are as follows: Hotel (5 Nights @ $215 per night) $1,075; Airfare $550; Per Diem (5 days @ $71 per day) $355; Taxi, Parking, other Misc. $200; Total per Trip $2,180; # of Trips 7; Total Travel Budget Requested $15,260	$15,260.00	$0.00	$0.00	$0.00	$15,260.00	0
Supplies and Direct Operating Expenses	Printer, Fax, Scanner and/or Camera (Valued Under $1,000)	Personal Printer - HP 2055dn laser printer for Computer Systems/Information Specialist hired under this grant.	$500.00	$0.00	$0.00	$0.00	$500.00	0
Equipment	Specialized Computer Software	IBM SPSS Data Collection Statistical Software License - To be used by the Computer Systems/Information Specialist hired under this grant to retrieve and analyze data as required by the grant sponsor.	$4,520.00	$0.00	$0.00	$0.00	$4,520.00	1

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Agency Name: Travis County
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Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

_ Yes
X 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:

N/A

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
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes
X 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]:
10/1/2011

Enter the End Date [mm/dd/yyyy]:
9/30/2012

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:
26615667

Enter the amount ($) of State Grant Funds:
4816158

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:
X 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:
9/30/2011

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

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
X 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:

X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

You are logged in as **User Name**: debrahale

Travis County Resolution
Indigent Defense System Evaluation Project Grant
(Grant period 9/01/12 – 3/31/14)

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that Travis County participate in the Indigent Defense System Evaluation Project.

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 Indigent Defense Systems Evaluation Project 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: 2636801

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒

Grant Title:	Other Victim Assistance Grant (OVAG)			
Grant Period:	From:	9/1/12	To:	8/31/13
Grantor:	Office of Attorney General (OAG), Crime Victims Services Division			
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☐	No: ☒
Originating Grantor:				
Originating Fund Source:	Federal: ☐	State: ☒	Local: ☐	
Will County provide grants funds to a subreceipent?			Yes: ☐	No: ☒

Budget Categories	Grant Funds	County Cost Share	*County Contribution*	In-Kind	TOTAL
Personnel:	$42,000	$0.00	$11,557	$0.00	$53,557
Operating:	0	0	**0**	0	$0.00
Capital Equipment:	0	0	**0**	0	0
Indirect Costs:	0	0	**0**	0	0
Total:	$42,000	$0.00	$11,557	$0.00	$53,557
FTEs:	1.00	0	0	0	1.00

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE
	$	$	$	

Department	Review	Staff Initials	Comments
County Auditor	X	JM	Simple
County Attorney	X	BW	

Performance Measures	**Projected FY 12**	**Progress To Date:**				**Projected FY 13**
Applicable Depart. Measures	**Measure**	12/31/11	3/31/12	6/31/12	9/30/12	**Measure**
Average days to contact a victim of FV by phone after filed in CC4.	Under 30	25	23	8		Under 30

# of CC4 Protective Order Cases Filed	450	101	106	133		500
# of District Court Protective Order Cases Filed	400	103	119	130		450
Number of victims served by grant funded counselor	500	166	135	162		500
Measures For Grant	**Projected**	**12/31/11**	**3/31/12**	**6/31/12**	**9/30/12**	**Projected**
Number of victims assisted with VINE by grant funded counselor	25	27	16	23		50
Outcome Impact Description						
Number of victims helped/educated about CVC by grant funded Victim Counselor	85	52	44	46		150
Outcome Impact Description						
Number of victims given info and referrals by grant funded Victim Counselor	500	166	135	162		500
Outcome Impact Description						

PBO Recommendation:

PBO concurs with proceeding with this grant contract from the Office of the Attorney General for continuation of this existing grant.

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 Travis County Attorney's Office (TCAO) has received a contract for the Other Victim Assistance Grant (OVAG), through the Office of the Attorney General (OAG), Crime Victims Services Division. One of the purposes of OVAG is to provide direct victim services, including, but not limited to: counseling, crisis intervention, legal assistance, victim advocacy and information and referrals.

TCAO seeks to increase our outreach and response to victims of criminal assault cases as well. This position is unique because it both serves applicants of Protective Orders as well as victims of criminal cases, conducting phone outreach in an effort to educate them about the criminal justice system as well as what their rights are as victims in Travis County.

High-risk family violence victims are our targeted population. This includes situations where an individual is seeking a 2-year protective order *and* are currently designated as a victim in an active family violence case that is being prosecuted by the State of Texas. By hiring a specialized victim counselor, it increases our outreach and availability to victims in Travis County.

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

This most recent OVAG grant application covered two years but we receive one contract per fiscal year. Our office is also required to provide office supplies, desk, chair, computer and phone.

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.

TCAO will need to match $11,577 for FY 2013 to pay for the remaining salary and fringe that the max grant award of $42,000/year is unable to cover.

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

This grant opportunity does not offer an indirect cost allocation. It is not required in the grant rules or application kit.

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.

Should we lose funding for this position, the Travis County Attorney's Office will attempt to request additional staff from the County Commissioner's Court. While our office is committed to enhancing services to family violence victims, given today's economic climate, it is unknown if that amount of funding is currently available. In addition, our office continues to rely on our volunteer social work interns as a means of support and advocacy to serve our victims as well.

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

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

It is our goal that the grant funded victim counselor will increase the number of victims we outreach to over the course of each grant funded year. Over the next year, our office will make initial phone contact with victims of family violence in an average of 30 days or less after case filing. This will enhance our office's ability to meet the unique needs of family violence victims. This counselor will be able to intervene during a very chaotic and confusing time for the victim. This position will offer education surrounding their rights, the criminal justice system, as well as information regarding the cycle of violence. Victims' safety will increase as well as their ability to know all of their options and then be able to make a choice for themselves.

DAVID ESCAMILLA
COUNTY ATTORNEY

COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

TO: **William Derryberry - PBO**
CC: David Escamilla, TCAO
Mack Martinez, TCAO
Jim Connolly, TCAO
Chantelle Abruzzo, TCAO
Dede Bell, Auditor's Office
Patty Lennon, Auditor's Office
FROM: **Megan Fox, LMSW, TCAO**
DATE: **August 2, 2012**
RE: **FY 2013 OVAG Grant Contract #1335967**

Dear William Derryberry,

The Travis County Attorney's Office (TCAO) has received a grant contract from the Office of the Attorney General (OAG), Crime Victims Services Division's Other Victim Assistance Grant (OVAG) for the time period of 9/1/2012 – 8/31/2013. The funding from the grant will provide TCAO with 1 FTE Victim Counselor for the Family Violence Division.

The grant award amount is $42,000 for FY 2013. This positions' salary is $37,024, with an estimated $16,533 needed to cover the cost of fringe. Our office is requesting that the county match $11,557 to cover the remaining costs of fringe for this position. If the county is unable to provide this match, then the TCAO will increase its contribution from CAPSO in the amount of $11,557.

TCAO is requesting that the Commissioner's Court approve the grant award.

It is imperative that this issue get on the Commissioners Court agenda for August 14th, as a signed copy of the grant award must be scanned and emailed to the OAG by that date.

Attached for your review are the following documents:

1) Grant Summary Sheet
2) Grant Contract

Should you have any questions regarding this grant, please contact me.

Sincerely,

Megan Fox

Megan Fox, LMSW
Senior Victim Counselor
Office: 512-854-9529, Fax: 512-854-9570
Travis County Attorney's Office, Family Violence Division

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND TRAVIS COUNTY ACTING THROUGH THE TRAVIS COUNTY ATTORNEY'S OFFICE

OAG Contract No. 1335967

This contract is executed between the Office of the Attorney General (OAG) and Travis County acting through the Travis County Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Travis County Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Other Victim Assistance Grant (OVAG) program is to accomplish the general public purpose of addressing the unmet needs of crime victims by maintaining or increasing their access to quality services. It is intended that the grants will be awarded through a competitive selection and allocation process. The purpose of this contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In general, and subject to the terms, conditions, and limitations of each specific contract with each grantee, OVAG contracts awarded may be used for victim-related services or assistance for the following purposes:

a. To provide direct services to crime victims including, but not limited to, counseling, crisis intervention, assistance with Crime Victims' Compensation, assistance with Texas VINE, legal assistance, victim advocacy, and information and referral;
b. To provide outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
c. To connect crime victims to services for the purpose of supporting or assisting in their recovery;
d. To train professionals and volunteers to improve their ability to inform crime victims of their rights, to assist crime victims in their recovery, or to establish a continuum of care for crime victims; or
e. To provide other support for crime victims, related to services or assistance in aid of the recovery of the victim as determined by the OAG.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2012 and shall terminate August 31, 2013, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2012-2013 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2012-2013 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.
GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE

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letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate 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; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accounting basis that complies with State financial laws and State constitution and follows OMB A-87 and Uniform Grant Management Standards, (UGMS).

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2012, March 30, 2013, June 30, 2013, and continuing until the last quarterly statistical report which is due on or before September 30, 2013.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

a. Targets as established by the OAG;
b. Outputs and Outcomes as established by the OAG; and
c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation

to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2013, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit - "timely" means on or before May 31, 2013; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current

inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by it nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to

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perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygerenal.gov

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

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9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the ti ne GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement

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debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Basis of Accounting. GRANTEE shall adhere to an accounting basis that complies with State financial laws and State constitution and follows OMB A-87 and Uniform Grant Management Standards, (UGMS) and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

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All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent permitted by Texas law, GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and, to the extent permitted by Texas law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. To the extent permitted by Texas law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, nonexclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

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11.5 No Supplanting. GRANTEE shall not supplant or otherwise 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.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manne to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

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11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal

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Compensation for Crime Victims payments as administered by the Office of the Attorney General.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or

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unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL	**TRAVIS COUNTY, acting through the TRAVIS COUNTY ATTORNEY'S OFFICE**
_____	_____
Printed Name: _____ Office of the Attorney General	Printed Name: _____ County Judge, Authorized Official

EXHIBIT A

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND TRAVIS COUNTY ATTORNEY'S OFFICE

OAG Contract No. 1335967

Maximum Liability of the OAG. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

FORTY-TWO THOUSAND AND 00/100 ($42,000) DOLLARS.

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	State Fiscal Year 2013
Personnel	$34,609
Fringe Benefits	$7,391
Professional & Consultant Services	$0
Travel	$0
Equipment	$0
Supplies	$0
Other Direct Operating Expenses	$0
Total	**$42,000**

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EXHIBIT B

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY ATTORNEY'S OFFICE

OAG Contract No. 1335967

GRANT NARRATIVE

The following narrative provided by GRANTEE in its FY2012-2013 grant application, as further modified by the OAG, applies to this contract:

If Travis County Attorney's Office/ Family Violence Division is awarded OVAG grant funding to implement this project, then the office will work with our Travis County Commissioner's Court to approve/accept the award. During this time, the TCAO FV Division Director will work on posting the job description for the full-time OVAG grant funded Victim Counselor position and begin the interview/hiring process. The TCAO Grant Manager, TC HR, and TC Auditors will work to create amounts to certify the revenue and create accounts. Once the revenue is certified, work will be done to continue interview and hiring process. TCAO will interview potential applicants for the position and make an offer and start date. The TCAO Grant Manager and Division Director will become familiar with grant needs: Statistic gathering and documentation needs, deadlines for project progress reports and financial reporting. Orientation and training will be planned for the new employee. The new victim counselor under this grant will work M-F 8-5pm with 1 hour lunch. The position's office will be located at TCAO/FV Division. The position will be provided necessary office supplies, desk, chair, computer, and phone by Travis County Funds.

The new victim counselor under this grant will participate in 2-3 months of orientation and training where he/she will observe and shadow other victim counselors, read a manual, observe court, visit partner agencies, and become familiar with skills and duties. This victim counselor will be trained specifically in the goal for the grant. Initially, this victim counselor should shadow and train to do victim contact on the pho e and observe Court 4 prosecution work. After the victim counselor has become familiar with phone outreach and prosecution work, then he/she would need to train and assist with protective order screening and support of applicants.For the next 2 years: Grant Funded Victim Counselor Duties: 50% of the victim counselor's time (weekly) on this grant project will be early phone outreach to victims in our newly filed family violence cases. Phone outreach and early support of victims in new filed criminal cases is the primary goal of this grant and needs to encompass 50% or more of the victim counselor's duties reported on grant activity logs.

A set/consistent schedule would work best where the victim counselor can focus on outreach and not interrupted. The remaining time will need to be devoted to other victim counselor work: Protective Order screening rotation, follow up with victims, victim witness phone rotation, documentation, staff

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meetings, community meetings, trainings, grant activity logs/timesheet etc.

The primary function of this position is to outreach to victims early and offer supportive services. The goal of this grant project is for TCAO/FV Division to make initial contact with victim is less than 30 days after filing within the next 2 years. The position on this grant will be an essential contribution to this goal. This grant will provide TCAO/FV Division with a victim counselor who is educated, skilled, and trained to work with victims of family violence in a prosecution setting. The victim counselor will enhance TCAO/FV Division's ability to combat "high safety risk" victim needs by making initial victim contact early in cases. This grant funding will help victims have earlier access to crisis/safety help, education/information, supportive counseling, rapport/trust with TCAO, resource advocacy/referrals, victim input/opinion in case, court setting/case updates, and an ongoing/supportive victim counselor at the beginning and through the case.

EXHIBIT C

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY ATTORNEY'S OFFICE

OAG Contract No. 1335967

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

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GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☐	Permission to Continue: ☒ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Travis County Sheriff's Office	
Contact Person/Title:	Karen Maxwell, Senior Planner	
Phone Number:	854-7508	

Grant Title:	TCSO Child Abuse Victim Services Personnel			
Grant Period:	From:	09/01/2012	To:	08/31/2013
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grants funds to a subrecipient?		Yes: ☐	No: ☒	
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: ☒	No: ☐	
Originating Grantor:	OJP-DOJ-VA (Victims of Crime Act formula grant program)			

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	24,597	24,891	**0**	0	$49,488
Operating:	400	106	**0**	0	$506
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	0	0	**0**	0	$0
Total:	$24,997	$24,997	**$0**	$0	$49,994
FTEs:	0.50	0.50	**0.00**	0.00	1.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
1370750001	8,920	0	8,920	1.00	10/31/2012

Department	Review	Staff Initials	Comments
County Auditor	☒	MN	
County Attorney	☐	N/A	

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Performance Measures	Projected FY 12	Progress To Date:				Projected FY 13
Applicable Depart. Measures	Measure	12/31/11	3/31/12	6/30/12	9/30/12	Measure
Crime Victims Served	3456					3598
Measures For Grant						
Number of Child Abuse victims/survivors seeking service who are served	360	120				360
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

The Travis County Sheriff's Office is requesting permission to continue the Child Abuse Victim Services Personnel Grant until the forthcomming agreement is fully executed. The estimated cost for two months is $8,920 with half temporarily covered by salary savings in the FY 12 budget and the remaining half within the office's FY 13 budget. Once the contract is executed and revenue is certified then the expeneses will be reclassed against the grant.

PBO recommends approval to avoid gap in service for this program.

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

During FY10, the Travis County Sheriff's Office Child Abuse Unit investigated 476 cases. Many of these investigated cases involved multiple identified victims and considerable coordination between family members, community agencies and TCSO personnel. However, Victim Services personnel were only able to provide services to approximately 9% of the victims associated with these Child Abuse cases.

This grant proposal will support funding for one full-time Victim Counselor who will be responsible for service provision to the victims associated with Child Abuse cases. Services provided will include crisis intervention, safety planning, assistance with crime victims compensation and protective order processes, emotional support, and referrals to community agencies. Based on the numbers of investigated child abuse cases, and an assumption that each case involves a minimum of two victims (although many cases may involve multiple victims), it is estimated that this position will afford services to an additional 360 victims.

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

None

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The Sheriff's Office will budget funds to cover a 50% match. The Victim Counselor will be added into the regular call rotation for victim services personnel and TCSO will pay for the call back salary and associated fringe expenses, plus paging service for this FTE.

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

In accordance with grant rules, projects totaling less than $50,000 may waive the indirect costs.

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

There is no County commitment to funding if the grant is discontinued. However, by using this grant opportunity to serve a segment of victims that has previously been underserved, we can collect data and better identify the need for future requests.

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

This is an continuation of the services provided by the Travis County Sheriff's Office Victim Services Unit with the initial grant application for Child Abuse Victim Services personnel in FY11.

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.

TCSO Victim Services personnel provide crisis intervention, education regarding the criminal justice system and its participants, assistance with safety planning, assistance with crime victim compensation applications, protective order processes, emotional support, coordination of case activity, transportation of victims, and referrals to community agencies in an effort to reduce the trauma for victims. Currently TCSO Victim Services personnel are on-call 24 hours per day, 365 days per year as a means of ensuring immediate crisis intervention. Approximately 700 on-call requests for Victim Services response are received each year.

TCSO investigates in excess of 500 cases of Child Abuse annually; however, prior to grant funding received for FY11, there were no TCSO Victim Services personnel dedicated to providing services to victims associated with Child Abuse cases. This resulted in only about 9% of the Child Abuse victims receiving services in FY10. During the eight months of FY11 the Child Abuse grant was staffed, TCSO was able to serve victims in 19% of the 550 child abuse cases investigated due to the implementation of the Child Abuse Victim Services personnel.

The Victim Counselor provided through this project will be included in the existing on-call rotation, and will hold within their primary duties the provision of services to victims associated with Child Abuse cases. Through this project it is estimated an additional 360 victims would receive services from TCSO Victim Services personnel.

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

July 31, 2012

MEMORANDUM

TO: The Travis County Commissioners Court

FROM: Karen Maxwell, Research & Planning

SUBJECT: Consent to Continue Child Abuse Victim Services Counselor FTE
Grant Period 09/1/2012 – 8/31/2013

Travis County Sheriff's Office currently has a position funded by the Office of the Governor, Criminal Justice Division dedicated to serving the victims of Child Abuse in Travis County. The current grant cycle is set to expire on August 31, 2012. We are still waiting for award notification from the State for our FY13 Child Abuse grant proposal, but have received preliminary encouragement that it will be funded. We ask the Court's permission to continue the grant funded slot for this position, Slot 1844 (victim counselor).

We are asking that the Court allow us to continue this position through October 31, 2011. This request should allow sufficient time for the State to make their decisions, make notifications and for us to return to Court with our request for acceptance. Salary and benefits would total $8,920. Our application provides for a 50% County match, so 50% of that ($4,460) would be eligible for reimbursement.

We appreciate the continued support of the Travis County Commissioner's Court and look forward to continuing our services for victims of crime in Travis County. Please call me at extension 4-7508 if you have any questions.

xc: Travis Gatlin
Jim Connolly
Matt Naper
Michael Hemby
Wanda Mackey

ITEM 19

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By/Phone Number: Norman McRee/854-4821
Elected/Appointed Official/Dept. Head: Leslie Browder, 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 $566,966.63, for the period of July 27 to August 2, 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 $566,966.63.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – $566,966.63

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742
Diane Blankenship, 854-9170
Jessica Rio, 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 **by Tuesdays at 5:00 p.m.** for the next week's meeting.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	August 14, 2012
TO:	Members of the Travis County Commissioners Court
FROM:	John Rabb, Benefits Manager
COUNTY DEPT.	Human Resources Management Department (HRMD)
DESCRIPTION:	United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.
PERIOD OF PAYMENTS MADE:	July 27, 2012 to August 2, 2012
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$566,966.63
HRMD RECOMMENDATION:	The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of $566,966.63.

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

JULY 27, 2012 TO AUGUST 2, 2012

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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.

Updated 8/10/12, 8:05 a.m.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	August 14, 2012
TO:	Susan Spataro, County Auditor
FROM:	Norman McRee, HR Financial Analyst
COUNTY DEPT.	Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:

FROM:	July 27, 2012
TO:	August 2, 2012

REIMBURSEMENT REQUESTED: $ 566,966.93

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,430,796.53
bank withdrawal correction	$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: August 7, 2012	$	(877,981.66)
October 5, 2010 adj	$	135.10
Adjust to balance per UHC	$	0.17
AJE Correction - Vision Payment 6/1/2012	$	16,866.79
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK:**	**$**	**566,966.93**
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	**$**	**566,966.93**

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 $37,182.68) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under $25,000 ($84,664.35) 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 $225,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life effective November 1, 2011. Cumulative fiscal year stop loss reimbursements from Sun Life total $108,265.84.

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.

Diane Poirot 8/6/12
Diane Poirot, Director, HRMD Date

8/6/12
John Rabb, Benefits Manager Date

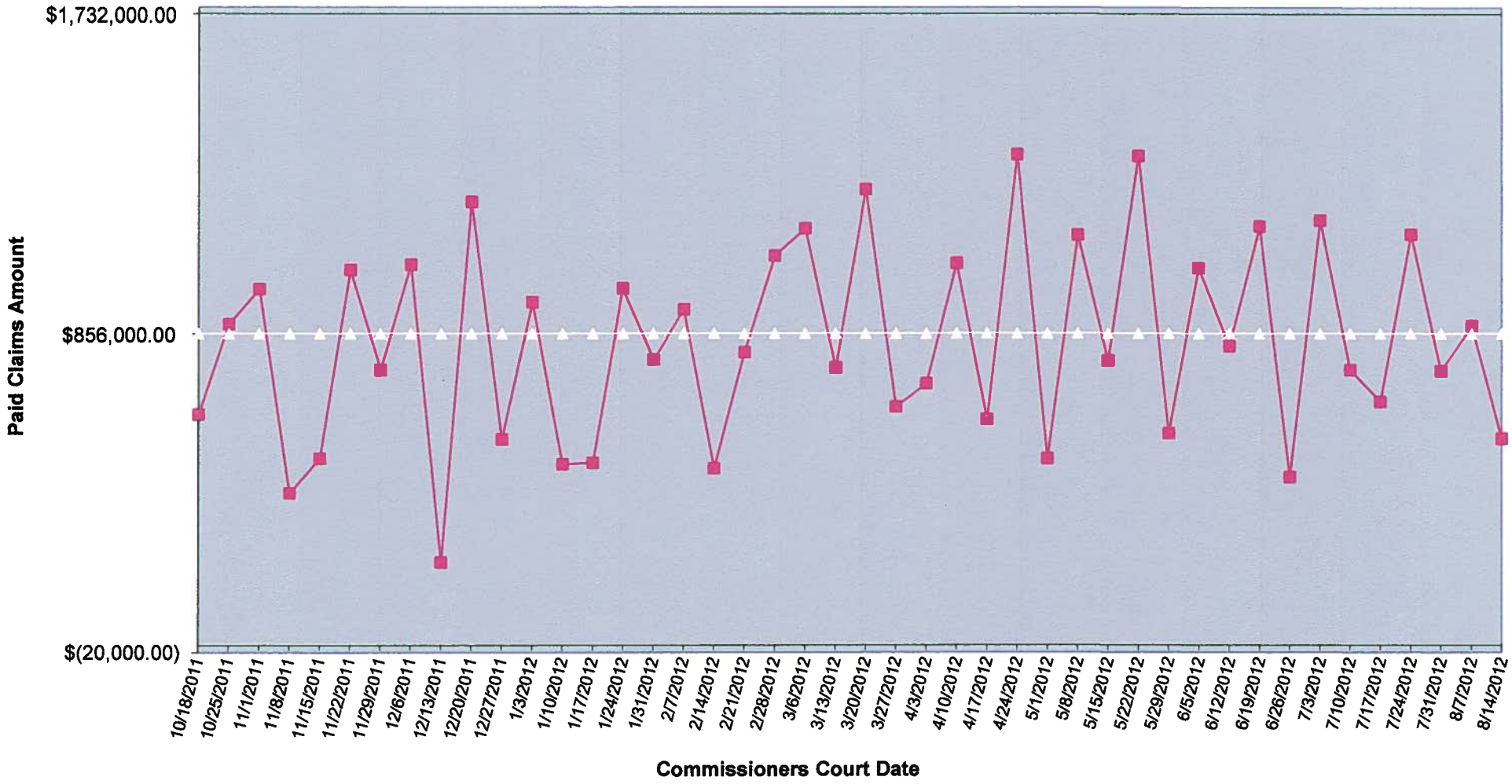
Cindy Purinton 8-6-12
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 8/3/12
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.

Updated 8/10/12, 8:05 a.m.

Travis County Employee Benefit Plan
FY12 Paid Claims vs Weekly Claims Budget of $856,615.23



2

Updated 8/10/12, 8:05 a.m.

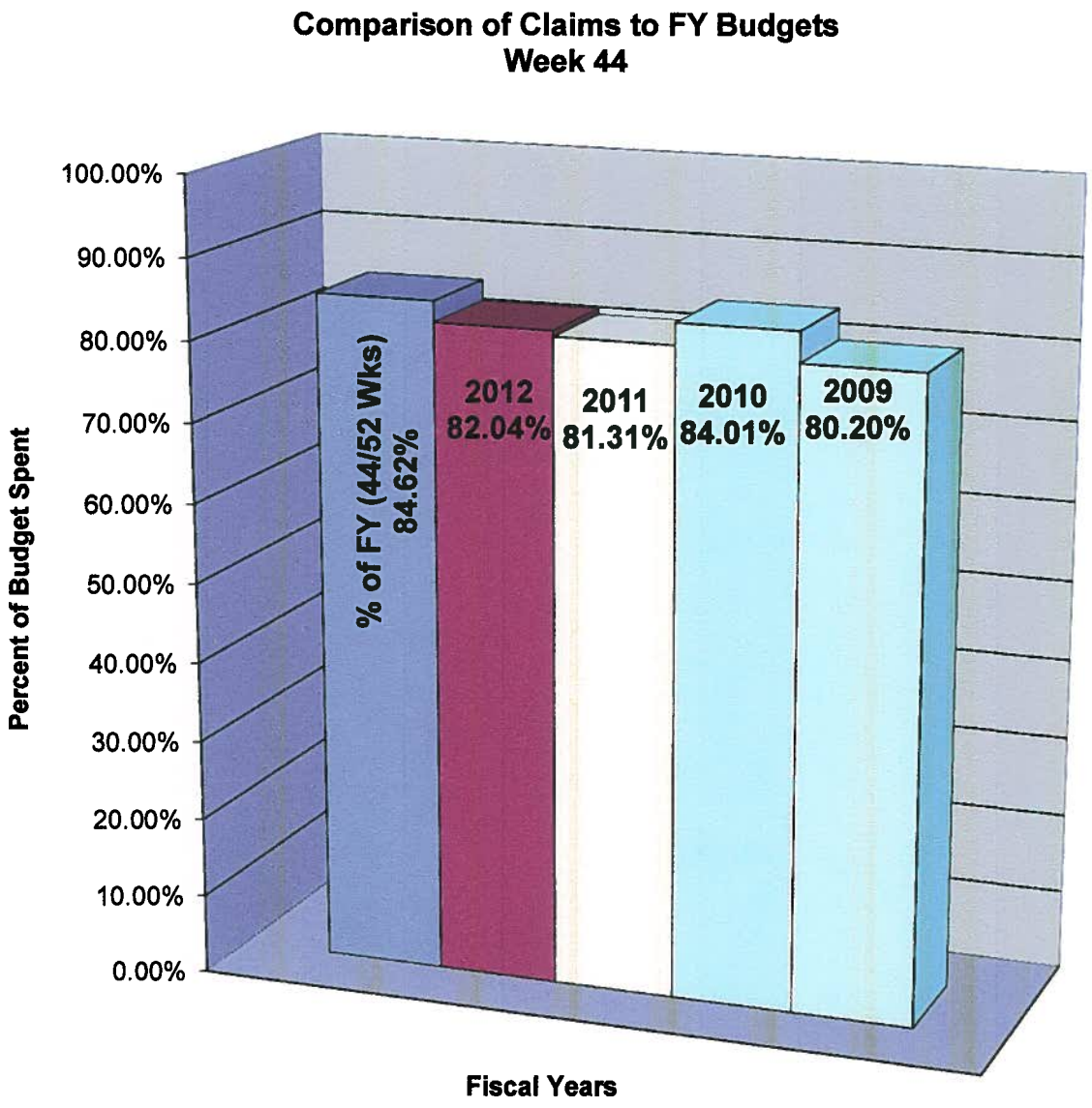
Travis County Employee Benefit Plan
FY12 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2012 % of Budget Spent	FY 2011 % of Budget Spent
1	9/30/2011	10/6/2011	10/18/2011	$ 633,677.95	$ 856,615.23	2	$ 84,383.56	1.42%	1.14%
2	10/7/2011	10/13/2011	10/25/2011	$ 882,462.44	$ 856,615.23	1	$ 34,434.26	3.40%	3.65%
3	10/14/2011	10/20/2011	11/1/2011	$ 978,780.20	$ 856,615.23	1	$ 85,633.00	5.60%	4.76%
4	10/21/2011	10/27/2011	11/8/2011	$ 417,495.82	$ 856,615.23	0	$ -	6.54%	7.22%
5	10/28/2011	11/3/2011	11/15/2011	$ 513,031.56	$ 856,615.23	1	$ 25,354.52	7.69%	8.28%
6	11/4/2011	11/10/2011	11/22/2011	$ 1,031,570.27	$ 856,615.23	0	$ -	10.01%	10.69%
7	11/11/2011	11/17/2011	11/29/2011	$ 757,171.26	$ 856,615.23	2	$ 166,108.32	11.71%	12.20%
8	11/18/2011	11/24/2011	12/6/2011	$ 1,045,944.29	$ 856,615.23	1	$ 29,029.81	14.05%	14.23%
9	11/25/2011	12/1/2011	12/13/2011	$ 229,111.51	$ 856,615.23	0	$ -	14.57%	15.77%
10	12/2/2011	12/8/2011	12/20/2011	$ 1,217,952.91	$ 856,615.23	4	$ 166,327.24	17.30%	17.99%
11	12/9/2011	12/15/2011	12/27/2011	$ 565,509.10	$ 856,615.23	1	$ 30,240.78	18.57%	19.10%
12	12/16/2011	12/22/2011	1/3/2012	$ 942,710.54	$ 856,615.23	0	$ -	20.69%	21.81%
13	12/23/2011	12/29/2011	1/10/2012	$ 497,081.54	$ 856,615.23	3	$ 90,452.62	21.80%	22.62%
14	12/30/2011	1/5/2012	1/17/2012	$ 501,307.66	$ 856,615.23	1	$ 33,103.70	22.93%	24.21%
15	1/6/2012	1/12/2012	1/24/2012	$ 980,234.49	$ 856,615.23	0	$ -	25.13%	25.75%
16	1/13/2012	1/19/2012	1/31/2012	$ 784,679.34	$ 856,615.23	5	$ 247,915.57	26.89%	28.64%
17	1/20/2012	1/26/2012	2/7/2012	$ 923,174.33	$ 856,615.23	1	$ 43,848.52	28.96%	29.97%
18	1/27/2012	2/2/2012	2/14/2012	$ 485,429.02	$ 856,615.23	0	$ -	30.05%	32.22%
19	2/3/2012	2/9/2012	2/21/2012	$ 804,332.61	$ 856,615.23	5	$ 239,340.91	31.86%	33.66%
20	2/10/2012	2/16/2012	2/28/2012	$ 1,070,701.34	$ 856,615.23	1	$ 112,390.12	34.26%	35.74%
21	2/17/2012	2/23/2012	3/6/2012	$ 1,144,590.00	$ 856,615.23	3	$ 269,470.27	36.83%	37.01%
22	2/24/2012	3/1/2012	3/13/2012	$ 763,227.16	$ 856,615.23	2	$ 152,289.82	38.55%	39.34%
23	3/2/2012	3/8/2012	3/20/2012	$ 1,251,959.32	$ 856,615.23	4	$ 222,757.96	41.36%	41.06%
24	3/9/2012	3/15/2012	3/27/2012	$ 654,180.98	$ 856,615.23	1	$ 27,512.35	42.83%	43.45%
25	3/16/2012	3/22/2012	4/3/2012	$ 718,070.63	$ 856,615.23	4	$ 147,348.72	44.44%	45.18%
26	3/23/2012	3/29/2012	4/10/2012	$ 1,049,553.56	$ 856,615.23	2	$ 65,033.32	46.79%	47.71%
27	3/30/2012	4/5/2012	4/17/2012	$ 620,075.83	$ 856,615.23	1	$ 52,789.64	48.19%	49.31%
28	4/6/2012	4/12/2012	4/24/2012	$ 1,347,518.33	$ 856,615.23	4	$ 251,686.20	51.21%	52.13%
29	4/13/2012	4/19/2012	5/1/2012	$ 512,438.99	$ 856,615.23	1	$ 28,723.77	52.36%	53.14%
30	4/20/2012	4/26/2012	5/8/2012	$ 1,126,915.90	$ 856,615.23	2	$ 93,065.85	54.89%	55.40%
31	4/27/2012	5/3/2012	5/15/2012	$ 782,524.92	$ 856,615.23	4	$ 272,823.44	56.65%	56.70%
32	5/4/2012	5/10/2012	5/22/2012	$ 1,343,226.16	$ 856,615.23	4	$ 169,781.89	59.66%	59.04%
33	5/11/2012	5/17/2012	5/29/2012	$ 581,500.19	$ 856,615.23	1	$ 30,230.00	60.97%	60.53%
34	5/18/2012	5/24/2012	6/5/2012	$ 1,036,119.69	$ 856,615.23	1	$ 25,818.58	63.30%	62.68%
35	5/25/2012	5/31/2012	6/12/2012	$ 821,261.32	$ 856,615.23	3	$ 278,532.72	65.14%	63.69%
36	6/1/2012	6/7/2012	6/19/2012	$ 1,150,995.87	$ 856,615.23	2	$ 113,030.61	67.72%	66.11%
37	6/8/2012	6/14/2012	6/26/2012	$ 461,241.76	$ 856,615.23	0	$ -	68.76%	67.17%
38	6/15/2012	6/21/2012	7/3/2012	$ 1,166,906.80	$ 856,615.23	3	$ 179,252.35	71.38%	70.70%
39	6/22/2012	6/28/2012	7/10/2012	$ 755,828.07	$ 856,615.23	5	$ 168,237.16	73.07%	71.07%
40	6/29/2012	7/5/2012	7/17/2012	$ 668,392.54	$ 856,615.23	2	$ 95,790.71	74.58%	73.00%
41	7/6/2012	7/12/2012	7/24/2012	$ 1,129,219.55	$ 856,615.23	4	$ 171,162.10	77.11%	74.74%
42	7/13/2012	7/19/2012	7/31/2012	$ 752,022.01	$ 856,615.23	3	$ 752,022.01	78.80%	76.85%
43	7/20/2012	7/26/2012	8/7/2012	$ 877,981.66	$ 856,615.23	0	$ -	80.77%	78.15%
44	7/27/2012	8/2/2012	8/14/2012	$ 566,966.63	$ 856,615.23	1	$ 37,162.68	82.04%	81.31%

Paid & Budgeted Claims to Date	$ 36,545,076.05	$ 37,691,070.15
Paid Claims less Total Weekly Budget		$ (1,145,994.10)

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Updated 8/10/12, 8:05 a.m.



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Norman McRee

From: SIFSFAX@UHC.COM
Sent: Friday, August 03, 2012 2:51 AM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

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

FROM: UNITEDHEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2012-08-03 REQUEST AMOUNT: $1,430,796.53

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: 2012-08-02		$1,273,569.36
- REQUIRED BALANCE TO BE MAINTAINED:	$2,668,041.00	
+ PRIOR DAY REQUEST:	$00.00	
= UNDER DEPOSIT:	$1,394,471.64	
+ CURRENT DAY NET CHARGE:	$36,324.89	
+ FUNDING ADJUSTMENTS:	$00.00	
REQUEST AMOUNT:	$1,430,796.53	

ACTIVITY FOR WORK DAY: 2012-07-27

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$29,934.35	$00.00	$29,934.35
TOTAL:	$29,934.35	$00.00	$29,934.35

Updated 8/10/12, 8:05 a.m.

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_08_02

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	$0.01	QG	11055425	AH	1	7/30/2012	100	8/1/2012	8/2/2012
701254	632	$0.01	QG	11055425	AH	1	7/30/2012	100	8/1/2012	8/2/2012
701254	632	$0.01	QG	11055425	AH	7	7/30/2012	100	8/1/2012	8/2/2012
701254	632	$0.01	QG	11055425	AH	1	7/30/2012	100	8/1/2012	8/2/2012
701254	632	$0.01	QG	11055425	AA	5	7/30/2012	100	8/1/2012	8/2/2012
701254	632	$0.01	QG	11055425	AH	2	7/30/2012	100	8/1/2012	8/2/2012
701254	632	-$1.00	PH	62685956	AH	11	7/26/2012	50	8/1/2012	8/2/2012
701254	632	-$1.00	PH	62632088	AH	11	7/26/2012	50	8/1/2012	8/2/2012
701254	632	-$20.00	QG	91392193	AE	9	7/26/2012	50	8/1/2012	8/2/2012
701254	632	-$25.00	QG	91380303	AH	9	5/21/2012	50	8/1/2012	8/2/2012
701254	632	-$31.20	QG	70568894	AH	5	7/26/2012	50	8/1/2012	8/2/2012
701254	632	-$36.63	QG	40108818	AI	3	7/26/2012	50	8/1/2012	8/2/2012
701254	632	-$40.00	PH	35153281	AE	5	4/4/2012	50	8/3/2012	8/2/2012
701254	632	-$60.00	QG	91355767	AE	9	5/11/2012	50	7/30/2012	8/2/2012
701254	632	-$63.43	QG	91384447	AE	9	7/24/2012	50	7/30/2012	8/2/2012
701254	632	-$86.78	QG	50919515	AH	7	5/11/2012	50	7/30/2012	8/2/2012
701254	632	-$416.75	QG	91249021	AH	9	4/4/2012	50	8/1/2012	8/2/2012
701254	632	-$760.14	QG	40357112	AH	6	7/11/2011	50	7/30/2012	8/2/2012
701254	632	-$2,257.00	QG	20800569	AA	5	3/16/2012	50	7/30/2012	8/2/2012
		566,966.93								

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Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 08/02/2012

CONTR_#	*TRANS_AMT*	*SRS*	*CHK_#*	*GRP*	*CLAIM ACCT#*	*ISS_DATE*	*TRANS CODE*	*TRANS_DATE*

Total: $0.00

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Travis County - Employee Health Benefits Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 8/2/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount	
CEPO	EE	1110068956	516010	$ 53,366.97	
	RR	1110068956	516110	$ 7,705.41	
			Total CEPO		$ 61,072.38
EPO	EE	1110068956	516030	$ 116,621.14	
	RR	1110068956	516130	$ 9,883.22	
			Total EPO		$ 126,504.36
PPO	EE	1110068956	516020	$ 365,984.46	
	RR	1110068956	516120	$ 13,405.43	
			Total PPO		$ 379,389.89
			Grand Total		$ 566,966.63

Item 20

Travis County Commissioners Court Agenda Request

Meeting Date: 8/14/2012
Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822
Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106 LB
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 3.

If you have any questions or comments, please contact Diane Poirot at 854-9170 or Todd L. Osburn at 854-2744.

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
None.

REQUIRED AUTHORIZATIONS:
Todd Osburn, Human Resources Management Department, 854-2744
Diane Poirot, Human Resources Management Department, 854-9170
Leslie Browder, 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 **by Tuesdays at 5:00 p.m.** for the next week's meeting.

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-9757

August 14, 2012

ITEM # :

DATE: August 3, 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: Leslie Browder, County Executive, Planning and Budget

FROM: Diane Poirot, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 3.

If you have any questions or comments, please contact Diane Poirot at 854-9170 or Todd L. Osburn at 854-2744.

LB/DP/TLO

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
District Atty	95	Law Clerk II Part-time	19 / Minimum / $22,673.25	19 / Minimum / $22,673.25
Emergency Medical Svc	5	Star Flight Helic Pilot Sr	26 / $73,444.80	26 / $73,444.80
Sheriff	733	Office Spec Sr	13 / Level 3 / $32,968.00	13 / Level 3 / $32,968.00
Sheriff	789	Office Spec Sr	13 / Level 6 / $35,692.80	13 / Level 6 / $35,692.80
Sheriff	1804	Victim Counselor	16 / Level 2 / $38,147.20	16 / Level 2 / $38,147.20
Sheriff	1840	Cadet**	80 / Step 1 / $34,594.77	80 / Step 1 / $34,594.77

*** Temporary to Regular** **** Actual vs Authorized**

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Atty	20055 Second Job	Attorney VI	29 / $44.74	29 / $44.74	02
District Atty	50017	Law Clerk II	19 / $21.80	19 / $21.80	05
Juvenile Probation	20001	Juvenile Rsdntl Trt Ofcr II	14 / $16.09	14 / $16.09	02
Juvenile Probation	20002	Juvenile Rsdntl Trt Ofcr II	14 / $16.09	14 / $16.09	02

****Temporary Status Type Codes:** (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

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

Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title –Salary	Comments
Emergency Medical Svc	Slot 20001 / Administrative Asst II / Grd 15 / $16.64	**Emergency Medical Svc**	Slot 50002 / Administrative Asst II / Grd 15 / $16.64	Status changed from Temporary Worker (02) to Project Worker (05).
HHS	Slot 50781 / Interpreter Sign Language V / Grd 25 / $38.00	**HHS**	Slot 50784 / Interpreter Sign Language VI / Grd 26 / $45.00	Promotion temporary.

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
Constable 5	Slot 55 / Court Clerk I / Grd 13 / Part-time $16,851.67	**Constable 5**	Slot 55 / Court Clerk I / Grd 13 / Full-time $33,703.34	Status change from part-time to full-time (20 hrs to 40 hrs).
County Clerk	Slot 50 / Court Clerk Asst / Grd 11 / $27,996.80	**County Clerk**	Slot 95 / Court Clerk I / Grd 13 / $32,052.80	Promotion. Pay is between min and midpoint of pay grade.
HRMD	Slot 19 / Risk Safety Spec Sr / Grd 21 / $66,295.79	**HRMD**	Slot 19 / Risk Safety Spec Sr / Grd 21 / $69,495.79	Salary adjustment. Pay is between midpoint and max of pay grade.
HRMD	Slot 21 / Risk Safety Spec Sr / Grd 21 / $67,923.52	**HRMD**	Slot 21 / Risk Safety Spec Sr / Grd 21 / $71,123.52	Salary adjustment. Pay is between midpoint and max of pay grade.
HRMD	Slot 26 / Occup Health Safety Eng / Grd 24 / $85,869.50	**HRMD**	Slot 26 / Occup Health Safety Eng / Grd 24 / $89,069.50	Salary adjustment. Pay is between midpoint and max of pay grade.
HRMD	Slot 39 / Risk Safety Spec I / Grd 18 / $42,382.03	**HRMD**	Slot 39 / Risk Safety Spec I / Grd 18 / $44,482.03	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 8 / Court Svcs Mgmt Admin Coord / Grd 18 / $50,512.45	**JP Pct 2**	Slot 8 / Court Svcs Mgmt Admin Coord / Grd 18 / $55,000.00	Salary adjustment. Pay is between midpoint and max of pay grade.
*** Actual vs Authorized**				

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

Item 21

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By/Phone Number: Yolanda Reyes, 854-9106
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: RECEIVE UPDATED FISCAL YEAR 2013 BUDGET AGENDA WORKSHEET THAT INCLUDES TOPICS DISCUSSED DURING BUDGET HEARINGS AND SERVES TO IDENTIFY POTENTIAL TOPICS TO BE ADDRESSED DURING THE FISCAL YEAR 2013 BUDGET MARK UP.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: The Commissioners Court held budget hearings with offices, departments and external agencies on August 8th, 9th and 10th. PBO distributed a Budget Agenda Worksheet to Commissioners Court at the first Budget Hearing on August 8th. This draft worksheet contained all the requests known to PBO at that time. PBO would like to distribute the updated Budget Agenda Worksheet for the Commissioners Court to review. Instructions for completing the worksheet are listed on the Budget Agenda Worksheet. Your completed worksheet should be returned to the Judge's Office by August 21, 2012 at 5:00. This information will be used during Budget Mark-Up on August 29th, 30th and 31st (if needed).

REQUIRED AUTHORIZATIONS:

Leslie Browder, Planning and Budget Office (512) 854-9106
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 **by Tuesdays at 5:00 p.m.** for the next week's meeting.

Item 22

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By/Phone Number: John Carr, 854-4772
Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579
County Executive: Leslie Browder, Planning and Budget, 854-9106
Sponsoring Court Members: Commissioner Gómez, Precinct Four

AGENDA LANGUAGE:

Consider and take appropriate action on approval of a license agreement with T & S Real Property, Ltd., to enter upon County property to conduct groundwater monitoring and/or maintenance on a previously installed water transfer pipe at 5021 East Cesar Chavez Street.

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) received a request from Ranger Environmental Services., (Ranger) for assistance in obtaining a new two year license agreement to provide them with access to the previously installed groundwater monitoring well and buried water transfer pipe. The monitoring well and water transfer pipe were installed by Ranger under the previous license agreement that was approved by the Commissioners Court on July 20, 2010. This previous license agreement was for a two year term but also included a provision for the FMD Director to approve a one month extension, which was done to extend the term of the original agreement to August 20, 2012.

Ranger is under contract to Strasburger Enterprises, Inc., (Strasburger) to perform investigation and corrective remediation of the contamination originating from the 5011 East Cesar Chavez property. The Texas Commission on Environmental Quality is requiring Strasburger to perform these activities as part of the on-going corrective action process associated with remediation of the contamination originating from their property. H.T. Strasburger, President, T & S, Inc., acting as General Partner of T&S Property, Ltd., has signed the license agreement prepared by Christopher Gilmore, Assistant County Attorney, that incorporates the terms that the County requires prior to approval of this request. T & S Real Property has also provided a check in the amount of $1,300 as the fee for the two year term of this new license agreement, which is the same amount as submitted for the previous license agreement.

STAFF RECOMMENDATIONS:
The Facilities Management Department recommends approval of the two year license agreement which will provide T & S Real Property and their consultants with limited access to the County property at 5021 East Cesar Chavez Street.

ISSUES AND OPPORTUNITIES:
Approval of this request will provide Ranger and Strasburger limited access to the County property as needed to take samples from the previously installed groundwater monitoring well. Additionally, they will have limited access as needed to maintain the buried effluent water line at the edge of the County property. Upon closure of the remediation project, they will also have access to properly plug and abandon the monitoring well, and to remove the buried effluent water line and restore the surface of the County property. At this point the schedule for completion of the remediation project is not known.

FISCAL IMPACT AND SOURCE OF FUNDING:
FY 12 Budget Impact: $1,300 fee paid by T & S Real Property.

ATTACHMENTS/EXHIBITS:
1. License Agreement
2. Copy of Check

REQUIRED AUTHORIZATIONS:
Christopher Gilmore, Assistant County Attorney

LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and T & S Real Property, Ltd. (the "Licensee").

WITNESSETH

WHEREAS, County is the owner of that certain tract or parcel of land having a street address of 5021 East Cesar Chavez and currently serving as the Travis County Housing Services Weatherization Building (the "County Property"); and

WHEREAS, Licensee desires to enter upon the County Property for the sole and limited purpose of conducting groundwater monitoring and/or maintenance on the previously installed monitor well (MW-7), and maintenance on a previously installed 2" PVC water transfer pipe in connection with ongoing corrective remediation work mandated by the Texas Commission on Environmental Quality and currently being performed by Licensee's contractor on a tract adjacent to the County Property; and

WHEREAS, County desires to allow Licensee to enter upon and use the County Property for such limited and temporary purpose;

WHEREAS, Licensee intends to fully cooperate to minimize all impacts upon the County Property during Licensee's use of the County Property and to restore the County Property to its original condition after Licensee has completed its installation and monitoring work.

NOW, THEREFORE, the County and the Licensee, in consideration of the above-stated premises and other good and valuable consideration, agree as follows:

I. GRANT OF LICENSE

1.1 Subject to the terms and conditions set forth herein, County hereby grants a temporary, revocable license (the "License") to Licensee and its employees, agents, and contractors to enter and use those areas (collectively, the "Licensed

Area") shown on the attachment to the Ranger Environmental Services Request Letter dated July 9, 2012 (the "Request Letter"), attached hereto as **Exhibit A** and made a part hereof for all purposes. The License is granted for the purpose of: 1) gauging and sampling groundwater monitoring well MW-7; 2) conducting any necessary maintenance activities on the water transfer pipe being used in connection with ongoing remediation work mandated by the Texas Commission on Environmental Quality and currently being performed by Licensee on a tract adjacent to the County Property (the "Project"); 3) plugging and abandoning MW-7 upon written TCEQ closure (if approved) of the Project in accordance with the requirements of Texas Administrative Code, Chapter 76 ; and, 4) removing the water transfer pipe upon written TCEQ closure (if approved) of the Project.

1.2 The License includes the right to perform only those Project activities and operations described in the Request Letter, and in strict accordance with all specifications and representations included therein. Substantive modifications to the scope or type of activities described in the Request Letter will require the prior written approval of the Travis County Commissioners Court.

II. PROJECT PLANS/SCHEDULE/LICENSE TERM

2.1 Licensee has furnished County with a copy of the Site Map pertaining to the Project, which is included as an attachment to the Request Letter. If requested by the Director of the Travis County Facilities Management Department (the "FMD Director"), Licensee shall meet with the FMD Director, or his designated representatives, to discuss any changes to the Project scope or to provide any additional information the FMD Director deems necessary prior to commencement of the Project work.

2.2 The Project schedule shall be as described in the Request Letter. The term of License (the "License Term") shall commence upon the Effective Date and shall terminate two (2) years thereafter; provided, however, the FMD Director shall have authority to grant up to four (4) one-month extensions to the License Term should Licensee provide satisfactory evidence to the Director of the need for such extension(s).

III. DESCRIPTION OF MONITORING WELL AND WATER TRANSFER PIPE

3.1 <u>Monitoring Well.</u> Licensee has previously installed a groundwater monitoring well in the Licensed Area, and will continue to periodically gauge and sample the well as required by the TCEQ. All water removed from the well as part of the sampling process will be removed from the Licensed Area and from the County Property.

Upon closure of the Project by the TCEQ, MW-7 will be properly plugged and abandoned by a licensed State of Texas well driller in accordance with the requirements of Texas Administrative Code, Chapter 76. All debris generated during the plugging process will be removed from the Licensed Area and from the County Property, and the surface area will be restored to original condition.

3.2 Water Transfer Pipe. Licensee has previously installed a 2-inch diameter PVC pipe for effluent water discharge. In the event that there is breakage or blockage of the pipe, then repairs will be made as necessary, and any generated debris will be removed from the Licensed Area and from the County Property, and the surface area will be restored to original condition. Upon closure of the Project by the TCEQ, the pipe will be removed and the surface area restored to original condition. The removal and resurfacing process should take less than 8 hours to complete.

IV. CONSIDERATION

4.1 In consideration for the License grant, Licensee agrees to do the following:

A. Pay to County the sum of ONE THOUSAND THREE HUNDRED DOLLARS AND NO/100 ($1,300.00).

B. Provide County with copies of all testing and well plugging reports.

C. Pay all costs and expenses incurred in connection with the Project. In connection with Licensee's payment obligations, Licensee acknowledges and agrees that County will not be liable for any costs incurred in connection with the licensed activities or the License granted hereunder.

D. Perform the Project work in strict compliance with the specifications and representations included in the Request Letter, including all required generated water and/or soil removal, clean-up, and restoration activities described in the Request Letter.

E. To make no structural changes to the County Property other than as described in the Request Letter, and to leave the County Property in substantially the same condition that existed prior to commencement of the licensed activities.

F. To be solely responsible for any damage to or relocation of existing facilities required by the sampling or plugging of the monitoring well, or the removal of the water transfer pipe, and for all maintenance and repair of these facilities. This obligation shall survive the termination of the License.

G. Licensee shall save and protect all trees that are located either in the Licensed Area or within 20 feet of the Licensed Area in accordance with the most current version of the Travis County Tree Preservation Plan. All trees designated to be saved shall be protected with fencing specified by County to prevent damage from Project activities and root zone compaction. Licensee shall maintain the tree fencing until Project activities are completed and shall perform all work in a manner that will not damage trees or areas to be preserved. In disposing of any trees which are deemed by the FMD Director to be infected with oak wilt, the Licensee shall use acceptable methods to prevent the spread of the disease to adjacent areas. Licensee must submit to the FMD Director information on the locations and type of trees proposed to be replanted and must obtain approval from the FMD Director prior to replanting.

H. Licensee shall reimburse County for all reasonable costs incurred by County in replacing or repairing any property of County or of others that is damaged or destroyed as a result of activities under this Agreement by or on behalf of Licensee. County shall invoice Licensee for the costs so incurred, and Licensee shall remit payment to County within thirty (30) days of receipt of invoice.

V. COMPLIANCE WITH REGULATIONS AND PERMITS/CONTROL OF TRAVIS COUNTY

5.1 Licensee agrees that all Project activities permitted by this Agreement shall be done in compliance with all applicable County, State and/or Federal policies, traffic, building, health and safety ordinances, laws, and regulations. In addition, Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, TCEQ or other governmental entities.

5.2 Licensee and its agents shall at all times follow any Travis County rules, restrictions or regulations provided to Licensee that govern activities or operations on the County Property. Any disregard of such rules, restrictions or regulations shall be grounds for immediate revocation of the License by Travis County, or its designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. SAFETY

6.1 Licensee shall assume full responsibility for the safety of any employee or agent of Licensee who enters the Licensed Area for the purposes of conducting any Project-related activities.

VII. ASSUMPTION OF RESPONSIBILITY

7.1 Licensee assumes full responsibility for any injuries, claims, losses, or damages to the extent they result from Licensee's Project-related activities.

VIII. INDEMNIFICATION/DISCHARGE OF HAZARDOUS MATERIALS/INSURANCE

8.1 **TO THE EXTENT ALLOWED BY LAW, LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PROPERTY.**

8.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the County Property or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee shall immediately notify County of any release of any hazardous material on or near the County Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

8.3 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $600,000 per occurrence and $1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF TRAVIS COUNTY HAS

ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of County. If such consent is granted, it shall then be the duty of Licensee, its successors and assigns, to give prompt written notice to County of any assignment or transfer of any of Licensee's rights in this Agreement, giving the name, date, address, and contact person for the assignee.

XI. NON-WAIVER AND RESERVATION OF RIGHTS

11.1 No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee that then exists or may subsequently exist. The failure of County to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

11.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County hereunder. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS LICENSE SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XII. MEDIATION

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

described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. SEVERABILITY

14.1 This Agreement shall be governed by the laws of the State of Texas. In case one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision of the Agreement had never been included in this Agreement.

XV. NOTICES

15.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:
H.T. Strasburger
President
T & S, Inc.
General Partner of T & S Real Property, Ltd.
P.O. Box 6117
Temple, TX 76503
(254) 778-3547 (office)
(254) 742-0063 (fax)

with copy to:
Todd Standlee, CAPM
Project Manager
Ranger Environmental Services, Inc.
P.O. Box 201179
Austin, TX 78720
(512) 335-1785 x29

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

and:
Roger A. El Khoury, M.S., P.E. (or successor)
Director
Travis County Facilities Management Department

P.O. Box 1748
Austin, Texas 78767

XV. ENTIRETY OF AGREEMENT

15.1 This Agreement represents the sole, entire, and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE: T & S Real Property, Ltd.

By: _____
H.T. Strasburger
President, T & S, Inc.
Acting as General Partner of T & S Property, Ltd.

Date: July 12, 2012

EXHIBIT A

Request Letter

RANGER
ENVIRONMENTAL SERVICES, INC.

July 9, 2012

Mr. Christopher Gilmore
Assistant County Attorney
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

RE: Request for Property Access to Perform Subsurface Assessment and Assist in Remedial Efforts
Travis County Housing Services Property
5021 East Cesar Chavez Street
Austin, Texas 78703

Dear Mr. Gilmore:

Ranger Environmental Services, Inc. (Ranger) has been retained by Strasburger Enterprises, Inc. (Strasburger) in order to undertake Texas Commission on Environmental Quality (TCEQ) required investigative and remedial activities as part of the on-going corrective action process associated with the Strasburger #168 Property. The Strasburger #168 Property is located west of your property at 5011 East Cesar Chavez. The purpose of this letter is to request access to your property to conduct gauging and sampling activities on the previously-installed groundwater monitoring well MW-7, and to maintain (as may be necessary) the previously-installed buried effluent water transfer pipe for the remediation system associated with the Strasburger #168 Property. A site map is attached showing the approximate locations of MW-7 and the buried effluent water transfer pipe.

Upon ultimate closure of the Strasburger #168 Property remediation project by the TCEQ, MW-7 will be required to be plugged and abandoned, and the buried effluent water transfer pipe will need to be removed. If closure of the Strasburger #168 Property remediation project were to happen during the time frame of this access agreement, this letter also requests access to your property to properly plug and abandon MW-7 and remove the buried effluent water transfer pipe upon completion of the corrective action process associated with the Strasburger #168 Property.

Below is a detailed description of the activities for which access to your property is being sought:

SCOPE OF WORK

Task 1 – Monitor Well MW-7 Gauging & Sampling Activities

As part of the corrective action process, the State of Texas (TCEQ) requires that monitor well MW-7 be periodically gauged and sampled. This will involve the usage of an interface probe to

gauge the static water level in the well. In addition, it will involve the use of environmental sampling equipment to collect groundwater samples from the well. As part of the sampling process, a limited amount of water will have to be removed from the well. This water will be placed in a portable container and immediately removed from your property for temporary storage at the Strasburger #168 Property prior to proper disposal/recycling of the water. The time required for gauging and sampling the well will be limited, and will typically range from 15 minutes to an hour.

Task 2 - Buried Effluent Water Transfer Pipe Maintenance

Typically, no maintenance is required for a buried effluent water transfer pipe; however, in the unlikely event that there is breakage or blockage of the pipe, then repairs will be made as necessary, and any generated debris will be removed and the surface area will be restored to original condition.

Task 3 – Plug & Abandon MW-7

Upon closure of the remediation project by the TCEQ, MW-7 will be properly plugged and abandoned by a licensed State of Texas well driller in accordance with the requirements of Texas Administrative Code, Chapter 76. Prior to conducting this activity, we will meet with any of your representatives to discuss and schedule the well plugging operations. Access to the MW-7 area will be corded off with safety cones and/or warning tape. On-site personnel will be working under a health and safety plan with the field work being overseen by a hazardous waste operations emergency response supervisor.

The well plugging operations will be conducted in a manner so as not to disrupt your normal operations. Upon completion of the well plugging process, all debris generated during the plugging process will be immediately removed from your property, and the surface area will be restored to original condition. The entire monitoring well plugging process generally takes approximately two (1) hours. A copy of the State of Texas Plugging Report will be provided to you following the completion of the plugging operations.

Task 4 – Removal of Piping for Effluent Water Discharge

Upon closure of the remediation project by the TCEQ, the 2-inch diameter PVC pipe along the southern portion of the Travis County Housing Services Property will be removed from the subsurface and the City storm water drain concrete structure will be properly plugged. The surface area will be restored to original condition. The removal and resurfacing process should take less than 8 hours to complete.

SCHEDULE

The continuation of Tasks 1 and 2 will be necessary for the duration of the remedial efforts associated with the Strasburger #168 Property until closure of the project is ultimately approved by the TCEQ. It is anticipated that Tasks 3 and 4 will be completed within 60 days of issuance of the closure letter by the TCEQ for the Strasburger #168 Property. Presently, the time frame of site closure is unknown and dependent upon numerous factors.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- Ranger will have access to the property during normal business hours.
- No unusual site conditions are encountered that would be cause for further action. Examples of such conditions are inclement weather, physical barriers, the existence of unforeseen utility conduits, rig mechanical breakdowns, etc. It should be noted, Ranger has no working knowledge of any subsurface piping/tank/utility line locations at the site and as such Ranger disclaims any responsibility for any damages which may occur as a result of field activities. As an attempt to ensure that appropriate precautionary measures are undertaken to safeguard against any unforeseen encounters of this nature, Ranger personnel will meet with you or your representative prior to initiating field activities to discuss and modify, if necessary, the proposed site work. In the event that any utility lines are damaged, the cost of repair, surface replacement, or potential relocation would be beyond the scope of this proposal and is the responsibility of Strasburger Enterprises, Inc.
- Ranger is working on behalf of Strasburger Enterprises, Inc. and at the direction of the TCEQ. Strasburger Enterprises, Inc. is the responsible party.

Should you have any questions regarding this letter, please feel free to contact me at 512/335-1785 ext. 29.

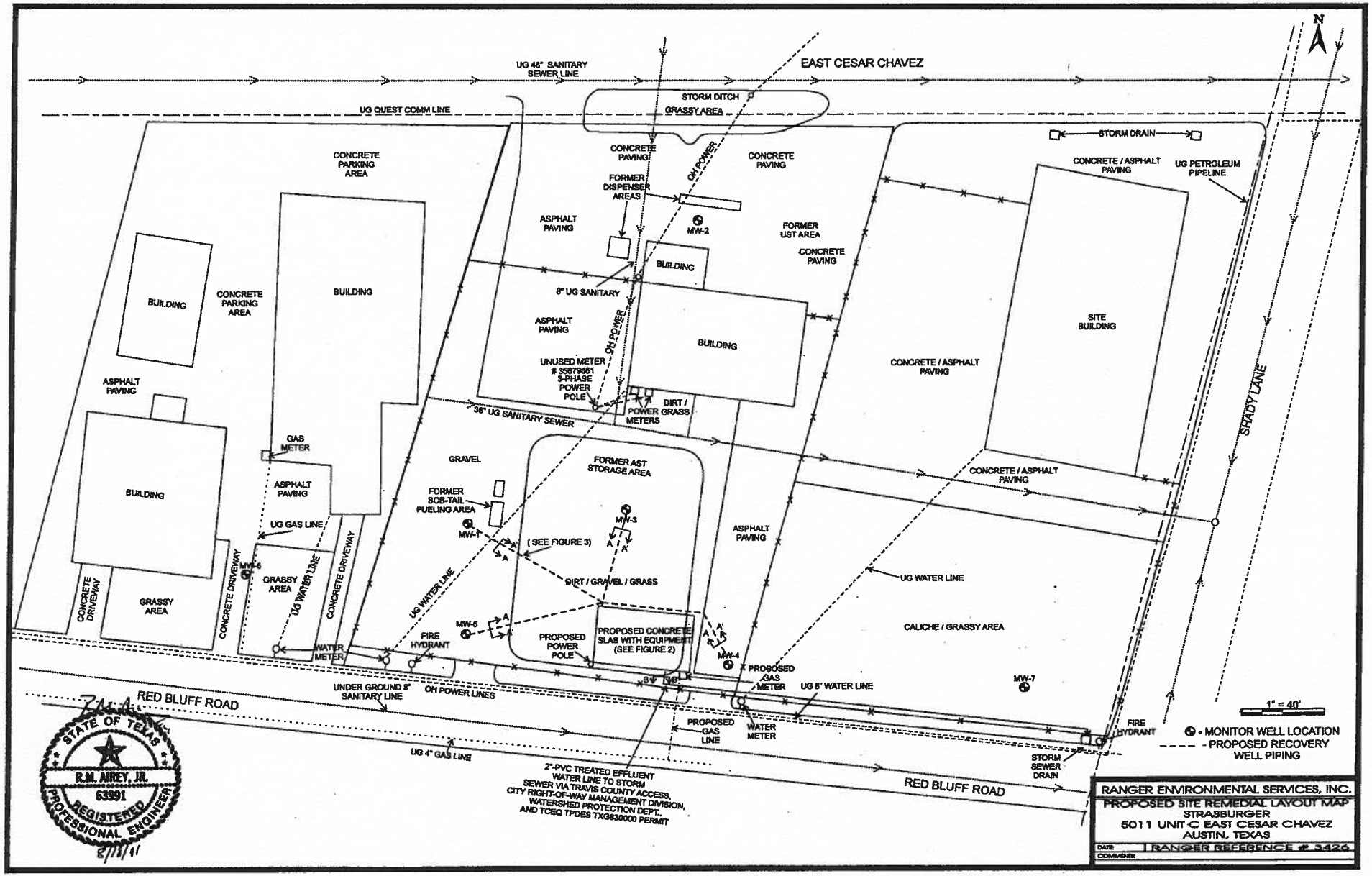
Sincerely,
RANGER ENVIRONMENTAL SERVICES, INC.

Todd Standlee, CAPM
Project Manager

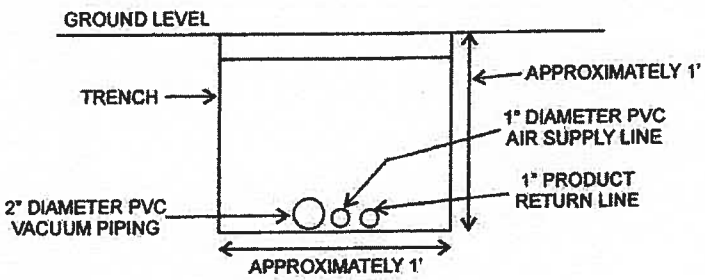
TBS/PKF/SM

Attachments – Site Map
Monitor Well Log
TDLR Monitor Well Report

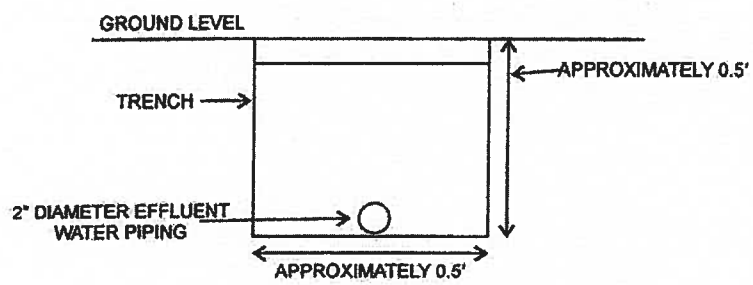
Updated 8/10/12, 8:05 a.m.



Updated 8/10/12, 8:05 a.m.



TYPICAL TRENCH
VIEW A-A'



TYPICAL TRENCH
VIEW B-B'

RANGER ENVIRONMENTAL SERVICES, INC.

FIGURE 3
TYPICAL TRENCH VIEWS
STRASBURGER,
5011 UNIT C EAST CESAR CHAVEZ
AUSTIN, TEXAS

DATE: RANGER REFERENCE # 3426

COMMENTS:

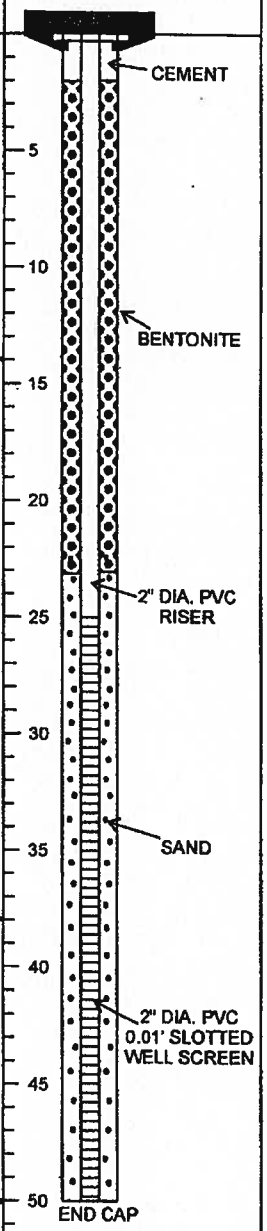
Updated 8/10/12, 8:05 a.m.

RANGER ENVIRONMENTAL SERVICES, INC.

LOG OF SOIL BORING / MONITOR WELL NO. MW-7

DEPTH	STRATIGRAPHY	RECOVERY	LITHOLOGIC DESCRIPTION	ODOR	VISIBLE	PID/OVM	SUBMITTED FOR ANALYSIS
			Grass, top soil				
			CLAY, sandy, dark brown, dry, soft	N	N	0	
				N	N	0	
5			CLAYEY SAND, dark brown, loose, dry, moderately well sorted	N	N	0	
				N	N	0	
10				N	N	0	
				N	N	0	
15				N	N	0	
				N	N	0	
20			CLAY, dark brown, soft, dry, sandy	N	N	0	
				N	N	0	
25				N	N	0	
30			CLAYEY SAND, dark brown, dry, loose, fine, well sorted	N	N	0	
				N	N	0	
				N	N	0	
35			SAND, dark brown, very fine, well sorted, dry, loose	N	N	0	
			- Saturated @ 39'	N	N	0	
40			SILTY SAND, dark brown, very fine, moderately well sorted, saturated	N	N	0	
				N	N	0	
45			SILT, brown to gray, very fine, well sorted, loose, saturated	N	N	0	
				N	N	0	
50			SAND, silty, brown to gray to reddish brown, loose, saturated, moderately well sorted	N	N	0	
			Total Depth = 50 feet				

MONITOR WELL COMPLETION



Client: Strasburger Enterprises, Inc.	Top of Casing Elevation in feet:
Project Number: 3426	Drilling Method: Hollow Stem Auger
Project Location: 5011 E. Cesar Chavez, Austin, TX	Total Depth in feet: 50'
Date: 8/18/10	Driller: Vortex

STATE OF TEXAS
DANIEL E. AIREY
GEOLOGY
No. 1022
LICENSED
PROFESSIONAL GEOSCIENTIST

10/20/2010

STATE OF TEXAS WELL REPORT for Tracking #228032

Owner:	Strasburger Enterprises, Inc. #168	Owner Well #:	MW-7
Address:	P.O. Box 6117 Temple , TX 76503	Grid #:	58-43-8
Well Location:	5011 E. Cesar Chavez Austin , TX 78702	Latitude:	30° 15' 03" N
Well County:	Travis	Longitude:	097° 41' 58" W
Elevation:	No Data	GPS Brand Used:	Google Earth
Type of Work:	New Well	Proposed Use:	Monitor

Drilling Date: Started: 8/18/2010
Completed: 8/18/2010

Diameter of Hole: Diameter: 8 In From Surface To 50 ft

Drilling Method: Hollow Stem Auger

Borehole Completion: Gravel Packed From: 50 ft to 23 ft
Gravel Pack Size: 12/20

Annular Seal Data: 1st Interval: From 0 ft to 2 ft with 1 Cement (#sacks and material)
2nd Interval: From 2 ft to 23 ft with 10.5 Bentonite (#sacks and material)
3rd Interval: No Data
Method Used: Hand Mixed
Cemented By: Vortex Drilling, Inc.
Distance to Septic Field or other Concentrated Contamination: No Data
Distance to Property Line: No Data
Method of Verification: No Data
Approved by Variance: No Data

Surface Completion: Surface Slab Installed

Water Level: Static level: No Data
Artesian flow: No Data

Packers: N/A

Plugging Info: Casing left in well: Cement/Bentonite left in well:

From (ft)	To (ft)	From (ft)	To (ft)	Cem/Bent	Sacks Used
N/A					

Type Of Pump: No Data

Well Tests: No Data

Water Quality: Type of Water: No Data
Depth of Strata: No Data
Chemical Analysis Made: No Data
Did the driller knowingly penetrate any strata which contained undesirable constituents: No Data

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the log(s) being returned for completion and resubmittal.

Company Information:	Vortex Drilling, Inc. 4412 Bluemel Road San Antonio , TX 78240
Driller License Number:	4868
Licensed Well Driller Signature:	James E. Neal
Registered Driller Apprentice Signature:	No Data
Apprentice Registration Number:	No Data
Comments:	No Data

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking number (Tracking #228032) on your written request.

Texas Department of Licensing & Regulation
P.O. Box 12157
Austin, TX 78711
(512) 463-7880

DESC. & COLOR OF FORMATION MATERIAL

From (ft) To (ft) Description
0 - 1 Grass,topsoil
1 - 5 Clay,sandy,dk.brw.,dry,soft
5 - 18 Clayey,sand,dk.brw.,loose,dry
18 - 27 Clay,dk.brw,soft,dry,sandy
27 - 34 Clayey sand,dk.brw.,dry,loose,fine,well sorted
34 - 40 Sand,dk.brw.,v.fine,well sorted,dry,loose, @39' saturated
40 - 43 Silty sand,dk.brw.,v.fine,mod.,well sorted, saturated
43 - 48 Silt,brw./gray,v.fine,well sorted,loose, saturated
48 - 50 Sand,silty,brw./gray/reddish brw.,loose, saturated,mod.,well sorted

CASING, BLANK PIPE & WELL SCREEN DATA

Dia.	New/Used	Type	Setting From/To
2	New	Schedule 40 PVC .010	50 - 25 Screen
2	New	Schedule 40 PVC	25 - 0 Riser
2	New	Top Cap	
2	New	Bottom Cap	

EXHIBIT B

INSURANCE CERTIFICATE OF LICENSEE

(to be attached)

Updated 8/10/12, 8:05 a.m.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Whorton Insurance Services
11200 Jollyville Rd.
Austin TX 78759-4813

CONTACT NAME: Jan Youngbloom, ACSR
PHONE (A/C, No, Ext): (512)338-1191 FAX (A/C, No): (512)338-1196
E-MAIL ADDRESS: JanY@whortonins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Fire Lloyds	
INSURER B: Service Lloyds	43389
INSURER C: Endurance American Specialty	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ranger Environmental Services, Inc.
P O Box 201179
Austin TX 78720

COVERAGES CERTIFICATE NUMBER: May 2012 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			85307877	5/1/2012	5/1/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			85307877	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			85307877	5/1/2012	5/1/2013	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SRZD15030-12	5/1/2012	5/1/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Contractors Pollution Professional Liability			ECC101006983-03	5/1/2012	5/1/2013	1,000,000/2,000,000 1,000,000/2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER
Travis County Facilities Management Dept
PO Box 1748
Austin, TX 78767

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jim Whorton/JMY

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Updated 8/10/12, 8:05 a.m.

1914

T & S REAL PROPERTY LTD.
P.O. BOX 6117
TEMPLE, TX 76503

88-534/1119

DATE 7/24/12

PAY TO THE ORDER OF Travis County $ 1,300.00

One thousand three hundred & 00/00 DOLLARS

Security Features Included. Details on Back.

FIDELITY BANK OF TEXAS
9502 W. ADAMS
TEMPLE, TX 76502 2

FOR Access agreement

Michelle Williams MP

⑈001914⑈ ⑆111905340⑆ ⑈1340314⑈

© DELUXE RDF

Item C3

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By: Paul Scoggins **Phone #:** 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services

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, September 4, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate the two 7.5 foot wide public utility easements located along the rear and west side lot line Lot 5, Block E of The Hills of Lost Creek, Section Two – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
TNR staff has received a request to vacate two 7.5 foot wide public utility easements (PUEs) located along the rear and west side lot line of Lot 5, Block E of The Hills of Lost Creek, Section Two. The PUEs are schematically shown on the face of the plat. The subject lot fronts on Quaker Ridge Drive, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:
The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:
According to the request letter the property owner is in the process of selling. There is a house, pool, and various other improvements existing on the lot. Some of these improvements are currently encroaching on the subject easements. Vacating the subject easements will remedy the encroachments and allow the property owner to move forward with the sale.

FISCAL IMPACT AND SOURCE OF FUNDING:
None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes
Request Letter
Utility Statements
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - The Hills of Lost Creek, Section Two

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 7.5 foot wide public utility easements located along the rear and west lot lines of Lot 5, Block E of The Hills of Lost Creek, Section Two as recorded in Volume 76, Page 263 of the Travis County Plat Records;

WHEREAS, all utility companies known to be operating in the area have indicated they have no need for the easements requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 4, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 7.5 foot wide public utility easements located along the rear and west side lot lines of Lot 5, Block E of The Hills of Lost Creek, Section Two, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF_____ 2012.

_____
SAMUEL T. BISCOE, COUNTY JUDGE

_____
COMMISSIONER RON DAVIS
PRECINCT ONE

_____
COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

_____
COMMISSIONER KAREN HUBER
PRECINCT THREE

_____
COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

RELEASE OF PUBLIC UTILITY EASEMENT

DESCRIPTION OF 1275 SQUARE FEET, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOT 5, BLOCK "E", THE HILLS OF LOST CREEK SECTION TWO, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 76, PAGE 263, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 5, HAVING BEEN CONVEYED TO ROBERT R. DURKEE, III AND JILL V. DURKEE BY DEED DATED SEPTEMBER 8, 1989 AND RECORDED IN VOLUME 11020, PAGE 1294, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 1280 SQUARE FEET OF LAND AREA BEING THE ENTIRE 7.5 FOOT WIDE PUBLIC UTILITY EASEMENT LYING ALONG THE SOUTH LINE AND A PORTION OF THE WEST LINE OF SAID LOT 5, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the north line of Lot 9, Block "E", The Hills of Lost Creek Section Eight, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 76, Page 263, Plat Records, Travis County, Texas, for the southeast corner of the aforereferenced Lot 5, same being the southwest corner of Lot 4, Block "E", of The Hills of Lost Creek Section Two, and being the southeast corner of the herein described release tract;

THENCE leaving the PLACE OF BEGINNING and the aforereferenced Lot 4, with the common line of Lot 5 and Lots 9 and 8 of the aforereferenced The Hills of Lost Creek Section Eight, N 84°27'15"W 122.33 feet to a calculated point for the southwest corner of Lot 5, same being the northwest corner of said Lot 8, also being the east corner of Lot 7 of The Hills of Lost Creek Section Eight, and being the southwest corner of the herein described release tract, pass along this course, a ½" iron rod found for the northerly common corner of Lots 9 and 8;

THENCE leaving Lot 8, with the common line of Lot 5 and said Lot 7 and Lot 6 of The Hills of Lost Creek Section Two, N 22°06'00"W 55.23 feet to a point at the intersection of the common line of Lots 5 and 6, and the north line of the 7.5 foot wide public utility easement along the south line of Lot 6, for the west corner of the herein described tract of land, pass along this course, the easterly common corner of Lots 7 and 6;

THENCE leaving Lot 6 and entering Lot 5, with the line of the 7.5 foot wide public utility easement, N 73°00'00"E 7.53 feet to a point for an exterior corner of the 7.5 foot wide public utility easement, same being the north corner of the herein described release tract;

THENCE with the line of the 7.5 foot wide public utility easement, same being a line lying 7.5 from and parallel to the west and south lines of Lot 5, the following two (2) courses:

1. S 22°06'00"E 50.05 feet to an interior corner of the 7.5' wide public utility easement, same being an interior corner of the herein described release tract; and
2. S 84°27'15"E 113.23 feet to a point at the intersection of the common line of Lots 4 and 5 and the north line of the 7.5 foot wide public utility easement for an exterior corner of the herein described release tract;

THENCE with the common line of Lots 4 and 5, S 25°48'30"E 8.78 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds, 1275 square feet, more or less, of land area as prepared from record information and measurements made on the ground on June 19, 2012, by McMinn Land Surveying Company of Austin, Texas.

C. Michael McMinn, Jr., R.P.L.S. No. 4267
McMinn Land Surveying Company
4008 Greenmountain Lane
Austin, Texas 78759
(512) 343-1970

STATE OF TEXAS
REGISTERED
C. MICHAEL McMINN, JR.
4267
PROFESSIONAL
LAND SURVEYOR

DATE : June 19, 2012
SUBDIVISION : The Hills of Lost Creek Section Two
COUNTY : Travis, Texas
J.O. No. : 060612-ER
PND0606

RELEASE OF PUBLIC UTILITY EASEMENT

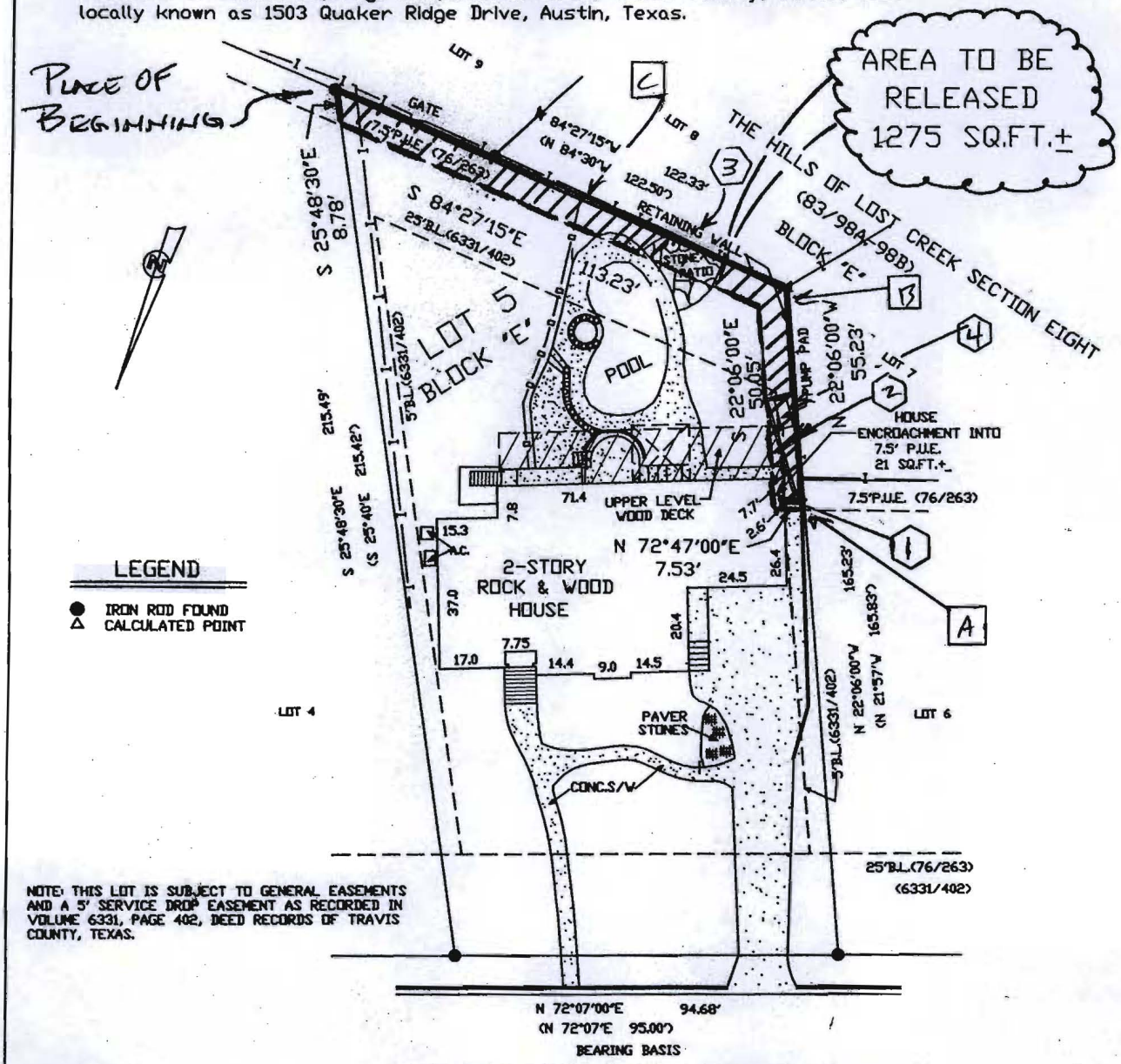
TCAD Parcel ID NO. 01-1125-11-02

Updated 8/10/12, 8:05 a.m.

SKETCH TO ACCOMPANY FIELD NOTES

OWNERS: ROBERT R. DURKEE, III AND JILL V. DURKEE

LEGAL DESCRIPTION: LOT 5, BLOCK "E", THE HILLS OF LOST CREEK SECTION TWO, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 76, Page 263, Plat Records, Travis County, Texas, also locally known as 1503 Quaker Ridge Drive, Austin, Texas.



LEGEND

● IRON ROD FOUND
△ CALCULATED POINT

NOTE: THIS LOT IS SUBJECT TO GENERAL EASEMENTS AND A 5' SERVICE DROP EASEMENT AS RECORDED IN VOLUME 6331, PAGE 402, DEED RECORDS OF TRAVIS COUNTY, TEXAS.

1503 QUAKER RIDGE DRIVE

(60' R.O.W.)

CMM

McMinn

Land Surveying Company

4008 GREENMOUNTAIN LANE
AUSTIN, TEXAS 78759
(512) 343-1970
FAX (512) 243-6439

CMM

NOTE: THIS SURVEY WAS MADE ON THE GROUND WITH THE BENEFIT OF THAT TITLE COMMITMENT ISSUED JUNE 11, 2012, EFFECTIVE JUNE 1, 2012, UNDER G.F. NO. 1212995-BOK BY NATIONAL INVESTORS TITLE INSURANCE COMPANY.

PLAT PREPARED FROM RECORD INFORMATION AND MEASUREMENTS MADE ON THE GROUND ON JUNE 19, 2012, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE.

G.F.	1212992-BOK
DATE	June 19, 2012
SCALE	1" = 40'
FB/PG	33/37, 305/14
J.O.#	060612-ER

C. MICHAEL McMINN, JR., R.P.L.S. NO. 4267

THIS SURVEY PLAT IS VALID ONLY IF IT BEARS THE ORIGINAL SIGNATURE IN GREEN INK AND THE IMPRESSION SEAL OF THE ABOVE SURVEYOR.

STATE OF TEXAS REGISTERED C. MICHAEL McMINN, JR. 4267 PROFESSIONAL LAND SURVEYOR

Copyright 2012 McMinn Land Surveying Company

McMinn Land Surveying Company

4008 Greenmountain Lane
Austin, Texas 78759
Phone: 512-343-1970 Fax: 512-243-6439
mike@mcminnsurveying.com

July 11, 2012

TRAVIS COUNTY
TRANSPORTATION AND NATURAL RESOURCES
411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767-1748

(512) 854-7619
(512) 854-4649 fax

ATTN: Paul Scoggins

RE: Request for vacation of a Public Utility Easement on the property located at 1503 Quaker Ridge Drive, Austin, Texas.

I represent Robert Durkee in his request for a vacation of a platted Public Utility Easement on his property. Mr. Durkee has a sale pending on the subject property which is subject to his addressing the issues discusses herein.

The property is legally described as Lot 5, Block "E", THE HILLS OF LOST CREEK SECTION TWO, as recorded in Volume 76, Page 263, Plat Records of Travis County Texas. TCAD Parcel ID 01-1125-11-02

The subject property is located in the ETJ of the City of Austin.

There are four primary areas of concern on the subject property numbered 1-4 on the included pdf of a survey of the property.

1. The area identified as "1" represents an encroachment of a house addition into the 7.5' Public Utility Easement at the southwest corner of the house.
2. The area identified as "2" represents and encroachment of a lower level sidewalk and a upper level wood deck into the 7.5' Public Utility Easement
3. The area identified as "3" represents a retaining wall constructed along the west and south line of the subject property. At the point marked "A", the wall is approximately 6-7 feet tall. At the point marked "B", the wall is approximately 10 feet tall. At the point marked "C", the wall is approximately 2 feet tall. The subject property is on the high side of the wall and the neighbors are on the low side of the wall.

4. The area identified as "4" represents an area that is basically at original grade at approximately 6-7 feet below the top of the retaining wall. This area contains the pool pump pad and pump.

We are requesting that the 7.5' Public Utility Easement on the subject property (hatch marked in green) be vacated. It is my understanding that the utility providers in the subject subdivision include: Lost Creek MUD, Time Warner Cable, Texas Gas Service, Austin Energy and AT&T. Included with this submittal, please find a Statement from each of said utility providers stating that they do not have a need for the subject easement

We hereby submit this as our request for Vacation of the Public Utility Easement. If you have any questions or have any issues with granting the requested vacation, Please contact me (512-343-1970) or Robert Durkee (512-306-0020) so that we may discuss address any issues.

Sincerely,

C. Michael McMinn, Jr., R.P.L.S., L.S.L.S.
President

TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1503 QUAKER RIDGE DRIVE, AUSTIN, TEXAS (address) and/or LOT 5 Block "E" The Hills of Lost Creek Section Two (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

X We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Israel Avila
Signature

Israel Avila
Printed Name

DESIGN ENGINEER
Title

AT&T
Utility Company or District

19 JULY 2012
Date

Please return this completed form to:

McMinn Land Surveying Company
4008 Greenmountain Lane
Austin, TX 78759

Name

Address

City/State/Zip

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Robert R. Durkee, III and wife, Jill V. Durkee,* GRANTEE(S), wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE(S), as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE(S) situated in *Travis County,* Texas, and described as follows:

Lot 5, Block E, The Hills of Lost Creek, Section Two, Deed of record in Document 7198131, Book 11020, Page 1294, Property Records of Travis County, Texas

Said land of GRANTEE(S) being subject to:

Easements recorded in Volume 76, Page 263, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 7.5 foot PUE along the south property line and the southerly portion of the west property line of said Lot 5, Block E, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 19 day of JULY, 2012.

SOUTHWESTERN BELL TELEPHONE COMPANY

Israel Avila

Name : Israel Avila

Title: DESIGN ENGINEER

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared ISRAEL AVILA, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 19TH day of ~~JUNE~~ JULY, 2012.

Notary Public in and for the State of TEXAS
My Commission Expires 03/20/2013

CHRISTOPHER E. BARHAM
Notary Public, State of Texas
My Commission Expires
March 20, 2013

TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1503 QUAKER RIDGE DRIVE, AUSTIN, TEXAS (address) and/or LOT 5 BLOCK "E" THE HILLS OF LOST CREEK SECTION TWO (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

X We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Tom Clark
Signature

Tom Clark
Printed Name

General Manager
Title

Lost Creek M.V.D
Utility Company or District

7/2/12
Date

Please return this completed form to:

McMinn Land Surveying Company
4008 Greenmountain Lane
Austin, TX 78759

Name

Address

City/State/Zip

TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1503 QUAKER RIDGE DRIVE, AUSTIN, TEXAS (address) and/or LOT 5 BLOCK "E" THE HILLS OF LOST CREEK SECTION TWO (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

✓ We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature

Laurie Schumpert
Printed Name

Sr. Designer
Title

Time Warner Cable-Central TX
Utility Company or District

June 27, 2012
Date

Please return this completed form to:

McMinn Land Surveying Company
4008 Greenmountain Lane
Austin, TX 78759

Name

Address

City/State/Zip

TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1503 QUAKER RIDGE DRIVE, AUSTIN, TEXAS (address) and/or LOT 5 BLOCK "E" THE HILLS OF LOST CREEK SECTION TWO (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

✓ We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature

Chris Landgraf, PE
Printed Name

Engineer III
Title

Texas Gas Service
Utility Company or District

6/28/2012
Date

Please return this completed form to:

McMinn Land Surveying Company
4008 Greenmountain Lane
Austin, TX 78759

Name

Address

City/State/Zip

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, PE, COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436

Case # 582M, MD-23

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at **1503 Quaker Ridge Drive, Austin, Texas** (address) and/or **Lot 5,** Blk E, **The Hills of Lost Creek Section 2** legal description and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.

STATEMENT

__x__ We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

_____ We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

Sonny Poole
Signature

Sonny Poole
Printed Name

Mgr Public Involvement & Real Estate
Title

Austin Energy
Utility Company or District

6/26/2012
Date

Please return to:

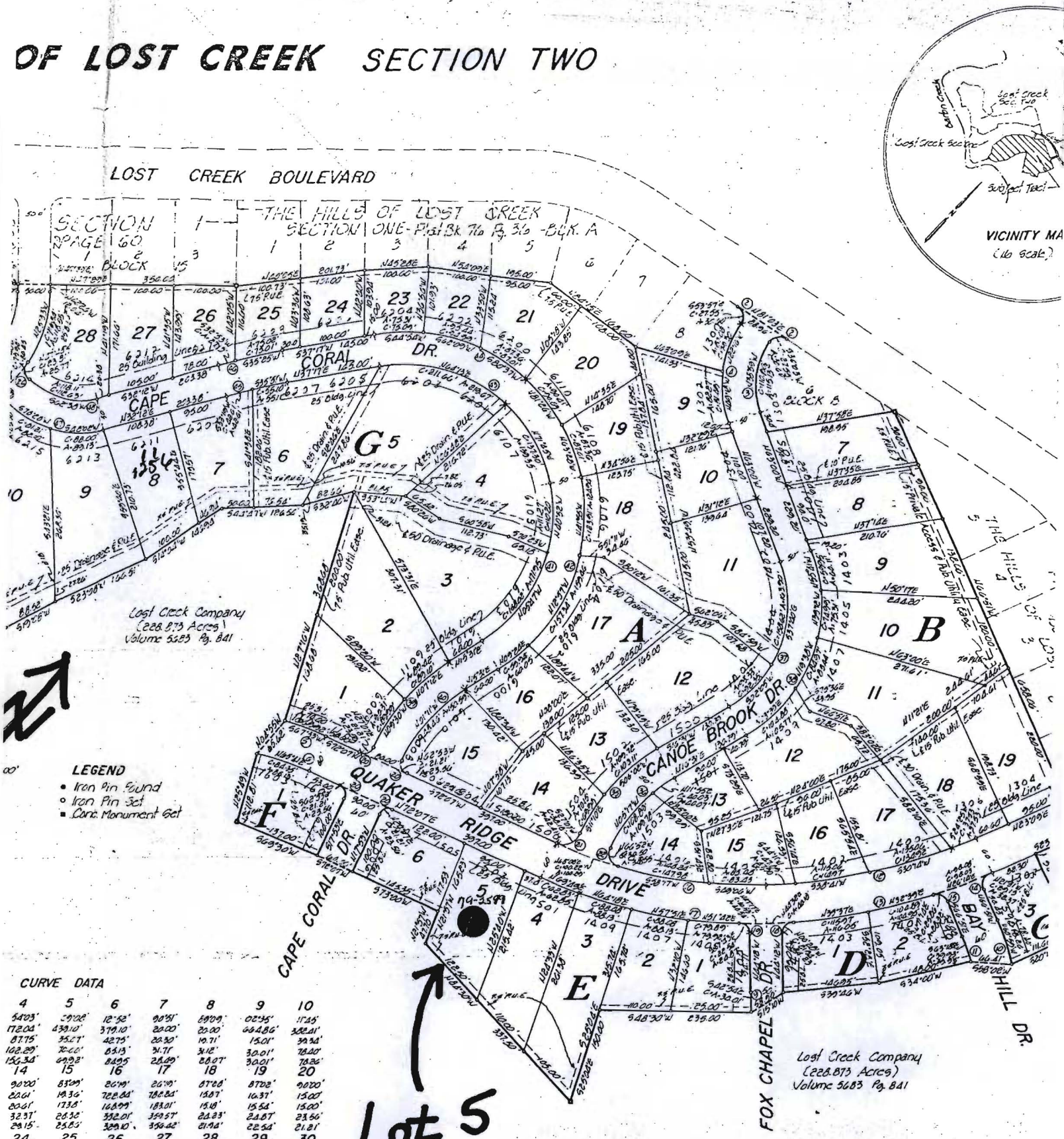
McMinn Land Surveying Company
Name

4008 Greenmountain Lane
Address

Austin, Texas 78759
City/State/Zip

Updated 8/10/12, 8:05 a.m.

OF LOST CREEK SECTION TWO



LEGEND

- Iron Pin Found
- Iron Pin Set
- Conc. Monument Set

CURVE DATA

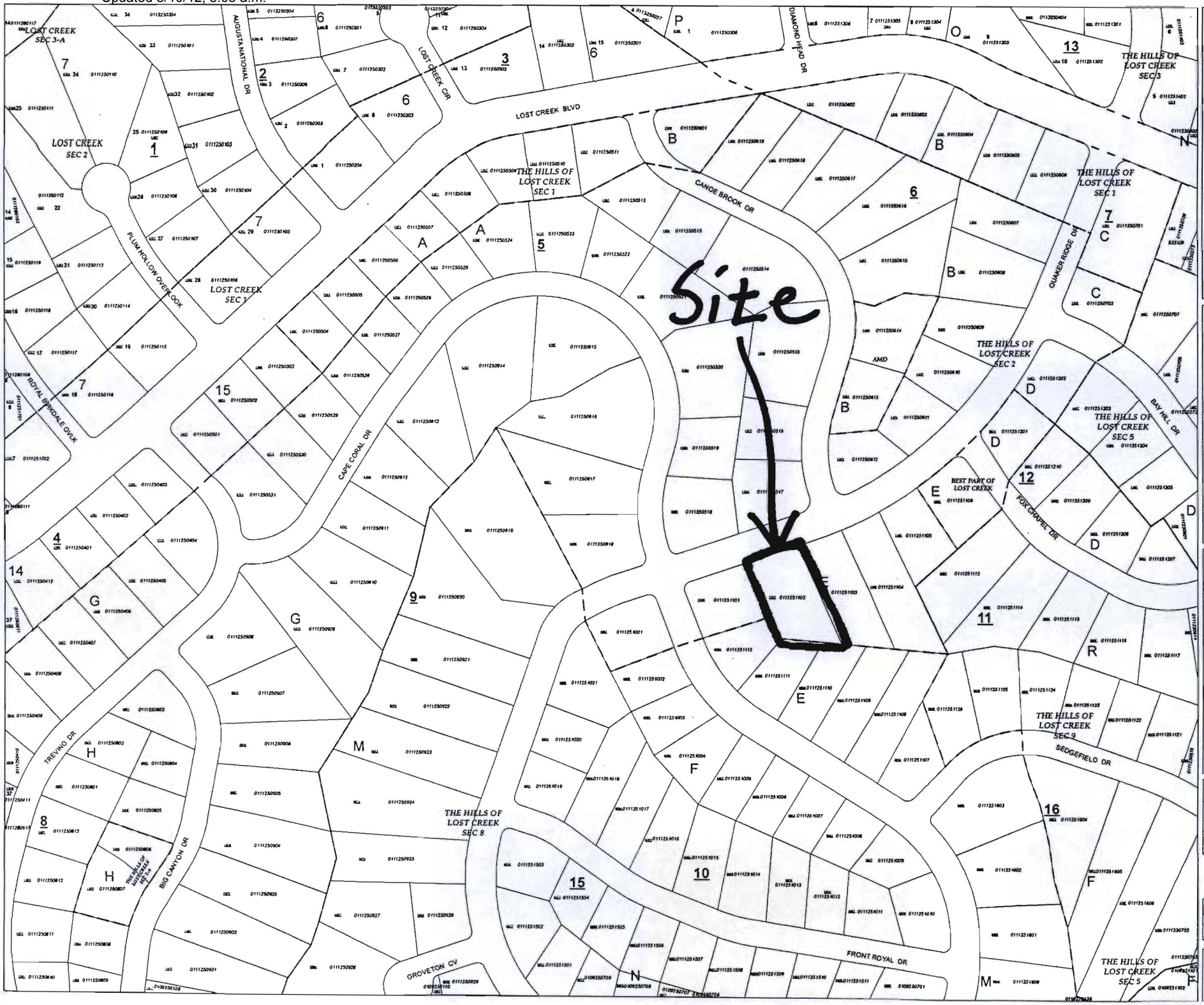
4	5	6	7	8	9	10
54°03'	09°08'	12°52'	90°51'	89°09'	02°35'	17.55'
172.04'	433.10'	379.10'	20.00'	20.00'	664.86'	322.41'
87.75'	35.07'	42.75'	20.30'	19.71'	15.01'	39.34'
102.89'	70.00'	85.13'	31.77'	31.12'	30.01'	78.40'
156.34'	69.92'	84.95'	28.89'	28.07'	30.01'	78.26'
14	15	16	17	18	19	20
90°00'	83°39'	86°19'	86°19'	87°08'	87°08'	90°00'
20.01'	19.36'	128.84'	128.84'	15.87'	16.37'	15.00'
20.01'	17.38'	168.99'	183.01'	15.18'	15.54'	15.00'
32.37'	26.32'	332.01'	359.57'	24.23'	24.87'	23.56'
29.15'	25.85'	329.10'	356.42'	21.94'	22.54'	21.21'
24	25	26	27	28	29	30
78.16'	90.36'	90.36'	22.50'	22.50'	85.21'	35.33'
18.87'	151.15'	801.15'	520.20'	470.20'	15.00'	115.54
15.35'	152.74'	203.27'	105.05'	94.95'	13.83'	37.01'
25.77'	239.01'	314.07'	207.31'	187.38'	22.34'	71.65'
23.01'	214.87'	285.95'	209.24'	184.15'	20.34'	70.48'
34	35	36	37	38	39	40
270°00'	34°24'	34°24'	79°31'	79°31'	33°24'	33°24'
20.00'	209.59'	244.59'	185.35'	235.35'	30.32'	25.32'
~	92.14'	77.26'	154.20'	195.80'	92.50'	77.50'
235.62'	173.87'	149.85'	257.23'	326.63'	179.73'	150.99'
~	177.18'	147.61'	237.08'	301.04'	177.20'	148.46'
44	45	46	47	48	49	50
83°04'	09°05'	09°05'	60°52'	60°52'	32°26'	32°26'
283.58'	1101.39'	1151.39'	161.18'	111.18'	353.21'	403.21'
270.17'	48.83'	51.11'	94.69'	65.32'	102.73'	117.27'

STATE OF TEXAS
COUNTY OF TRAVIS:

I, Doris Shropshire, County Clerk of Travis County, Texas, do hereby certify th the 1st day of April, 1978, A.D., the Commissioners Court of Travi: Texas passed an order authorizing the filing for record of this plat a that said order has been duly entered in the minutes of said court Book 4 at Page 414

Commissioners'

Updated 8/10/12, 8:05 a.m.



Travis Central Appraisal District
P.O. Box 149012
Austin, Texas 78714
8314 Cross Park Drive
Austin, Texas 78754
Internet Address: www.traviscad.org
Main Telephone Number (512)-834-9317
Appraisal Information (512) 834-9318
TDD (512) 836-3328

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NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet
Projection: Lambert_Conformal_Conic

N

Italic = 100 scale map
Thin = 100 scale map
Bold = 400 scale map

11128	11125	11123
11128	11125	11123
11037	11027	
10928	10925	10923

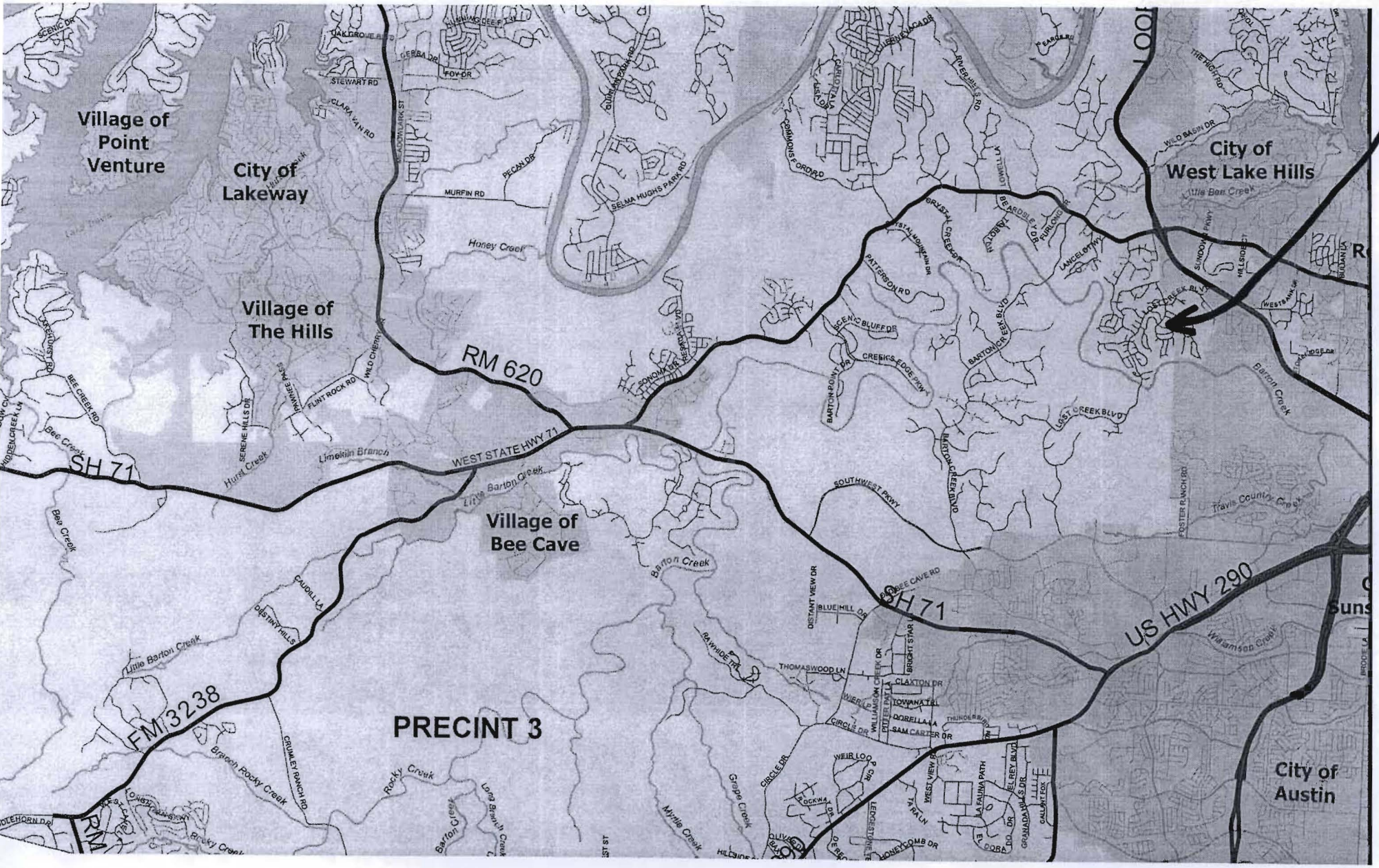
0 100 Feet

Revision Date
3/11/2010

1 1125

Updated 8/10/12, 8:05 a.m.

Site



Item C4

Travis County Commissioners Court Agenda Request

Meeting Date: August 14, 2012
Prepared By: Paul Scoggins **Phone #:** 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services

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, September 4, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate four five foot wide drainage easements located along the common lot lines of Lot 12 with Lots 13 and 17, Block 56 of Austin Lake Hills, Section Two – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate four five foot wide drainage easements located along the common lot lines of Lot 12 with Lots 13 and 17, Block 56 of Austin Lake Hills, Section Two. The easements are dedicated per plat note more specifically stated as a public utility easement and drainage easement. Lots 12 and 13 front on Winchester Road with Lot 17 fronting on Caracas Drive, two streets maintained by Travis County.

Professional engineer Steve Wenzel has stated that:

"Based on the fact that the up-gradient lots are fully developed with houses, any new homes and the associated lot grading will be cognizant of existing flow patterns and direct stormwater safely across the lots and into the ROW. We offer these justifications to support our request that there is no need for TNR to use these drainage easements and further, I don't believe granting this request will result in any adverse drainage conditions to these lots or the neighboring lots."

After review of the submitted request and recommendation, staff has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

According to the property owner, the future plan for Lot 12 is to construct a home along with its septic system. However, to accommodate the current setback requirements for a septic system as it pertains to a drainage easement, the subject easements will need to be vacated. The owners of Lots 13 and 17 are aware of the request and have no objection.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request/Engineer's Letter
Sketches and pictures
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561
John Ellis	Engineer	TNR	854-9805

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Austin Lake Hills, Section Two

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of four five foot wide drainage easements located along the common lot lines of Lot 12 with Lots 13 and 17, Block 56 of Austin Lake Hills, Section Two as recorded at Volume 13, Page 29 of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the subject easements;

WHEREAS, Travis County staff has stated that there are no objections to the vacation of the drainage easements as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject drainage easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 4, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the four five foot wide drainage easements located along the common lot lines of Lot 12 with Lots 13 and 17, Block 56 of Austin Lake Hills, Section Two, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF_____ 2012.

_____
SAMUEL T. BISCOE, COUNTY JUDGE

_____
COMMISSIONER RON DAVIS
PRECINCT ONE

_____
COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

_____
COMMISSIONER KAREN HUBER
PRECINCT THREE

_____
COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

Windrose Land Services Austin Ltd
4120 Commercial Center Dr., Suite 300
Austin, Texas78744
Phone (512) 326-2100 Fax (512) 326-2770
Professional Surveying Services

LEGAL DESCRIPTION
RELEASE OF 10' DRAINAGE EASEMENTS

BEING A TRACT OR PARCEL OF LAND CONTAINING 0.0488 ACRE (2125 SQ. FT.) OUT OF LOT 12, LOT 13, AND LOT 17, BLOCK 56, AUSTIN LAKE HILLS SECTION TWO, A RECORDED SUBDIVISION IN TRAVIS COUNTY, TEXAS, RECORDED IN VOLUME 13, PAGE 29, T.C.P.R., SAID 0.0488 ACRE BEING CERTAIN 10' DRAINAGE EASEMENTS DEDICATED BY SAID RECORDED PLAT, SAID 0.0488 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL BEARINGS SHOWN HEREIN ARE BASED UPON THE RECORDED PLAT OF SAID AUSTIN LAKE HILLS SECTION TWO:

BEGINNING AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF WINCHESTER ROAD (50' R.O.W.), SAME BEING THE NORTHERLY LINE OF SAID LOT 13, BLOCK 56, SAID POINT BEING THE MOST EASTERLY CORNER OF AN EXISTING 10' DRAINAGE EASEMENT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND CAPPED ½" IRON ROD FOR THE COMMON NORTH CORNER OF SAID LOT 12 AND LOT 13 BEARS NORTH 60°06'00" WEST, A DISTANCE OF 5.00';

THENCE LEAVING SAID RIGHT-OF-WAY LINE WITH THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 29°54'00" WEST WITH THE EASTERLY LINE OF SAID 10' DRAINAGE EASEMENT, SAID LINE BEING 5' EAST OF AND PARALLEL TO THE COMMON DIVIDING LINE OF SAID LOTS 12 AND 13, A DISTANCE OF 120.00' TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 13, SAME BEING THE NORTHERLY LINE OF LOT 16, BLOCK 56;
2. NORTH 60°06'00" WEST, WITH THE COMMON DIVIDING LINE OF SAID LOTS 13 AND 16, A DISTANCE OF 5.00' TO A FOUND 60D NAIL FOR THE NORTH CORNER OF LOT 16, THE EAST CORNER OF SAID LOT 17, THE SOUTH CORNER OF LOT 12, AND THE WEST CORNER OF LOT 13;
3. SOUTH 29°54'00" WEST, WITH THE COMMON DIVIDING LINE OF LOTS 16 AND 17, A DISTANCE OF 5.00' TO A POINT, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 60°06'00" WEST INTO SAID LOT 17, ALONG A LINE 5' SOUTH OF AND PARALLEL TO THE COMMON DIVIDING LINE OF LOTS 17 AND 12, AND BEING THE SOUTHERLY LINE OF AN EXISTING 10' DRAINAGE EASEMENT, A DISTANCE OF 100.00' TO A POINT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 29°54'00" EAST AT 5.00' PASSING THE COMMON DIVIDING LINE OF LOT 17 AND LOT 12, CONTINUING INTO LOT 12, A TOTAL DISTANCE OF 10.00' TO A POINT, FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE INTO AND ACROSS LOT 12, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 60°06'00" EAST WITH THE NORTHERLY LINE OF SAID 10' DRAINAGE EASEMENT, SAID LINE BEING 5' NORTH OF AND PARALLEL TO THE COMMON DIVIDING LINE OF SAID LOTS 17 AND 12, A DISTANCE OF 100.00' TO A POINT IN THE WEST LINE OF AFORESAID 10' DRAINAGE EASEMENT;
2. NORTH 29°54'00" EAST WITH THE WESTERLY LINE OF SAID 10' DRAINAGE EASEMENT, SAID LINE BEING 5' WEST OF AND PARALLEL TO THE COMMON DIVIDING LINE OF SAID LOTS 12 AND 13, A DISTANCE OF 120.00' TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WINCHESTER ROAD, SAME BEING THE NORTHERLY LINE OF SAID LOT 12, FOR THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 60°06'00" EAST ALONG SAID RIGHT-OF-WAY, AT 5.00' PASSING THE COMMON NORTH CORNER OF LOTS 12 AND 13, FOR A TOTAL DISTANCE OF 10.00' TO THE **PLACE OF BEGINNING** AND CONTAINING 0.0488 ACRE (2125 SQ. FT.) OF LAND.

RONNIE WILLIS, RPLS NO. 5462
JUNE 14, 2012
JOB # 25609

STATE OF TEXAS
REGISTERED
RONNIE WILLIS
5462
PROFESSIONAL
LAND SURVEYOR

RECEIVED
JUL 18 2012
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

EXHIBIT FOR REALEASE OF 0.0488 ACRE (2151 SQ. FT.) BEING 10' DRAINAGE EASEMENTS OUT OF AND A PART OF LOT 12, LOT 13, AND LOT 17, BLOCK 56, OF AUSTIN LAKE HILLS SECTION TWO, RECORDED IN VOLUME 13, PAGE 29, T.C.P.R.

LINE TABLE

LINE	DISTANCE	BEARING
L1	5.00'	N 60°06'00" W
L2	5.00'	S 29°54'00" W
L3	10.00'	N 29°54'00" E
L4	10.00'	S 60°06'00" E

Windrose Land Services Austin
4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744
TEL. (512) 326-2100 FAX (512) 326-2770

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STATE OF TEXAS
REGISTERED
RONNIE WILLIS
5462
PROFESSIONAL
LAND SURVEYOR

6/14/12

RONNIE WILLIS
TEXAS R.P.L.S. NO. 5462

DATE

DRAWN BY: CP
DATE: 06/14/12

JOB NO. 25609
SHEET 1 OF 2

STEVE WENZEL, P.E.

RECEIVED
APR 17 2012
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

April 9, 2011

Travis County Transportation & Natural Resources
PO Box 1748
Austin, TX 78767

RE: **Drainage Easement Vacation for Lot 11, 12, 13, &17, Blk 56, Austin Lake Hills, Sec 2**

To Whom It May Concern:

On behalf of the owner, I request Travis County to vacate the 5' drainage easements (DE) that were dedicated by plat along on the side and rear lot lines of Lots 12, 13, &17, Blk 56, Sec 2 in Austin Lake Hills, Section 2 subdivision. Attached is a copy of the DE and PUE dedication note from the plat as well as a copy of the subject lots.

A preliminary study determined that the lots are unable to accommodate an on-site sewage facility (OSSF) and a house on the lots without vacating the easements. In particular, the current OSSF setback of 25 feet from a drainfield to a DE which was not in affect at the time of platting. The lots are also hampered by the fact that they are about ¼ AC lots, which are sub-standard sizes by today's minimum lot sizing.

The 5 feet DE on these lots can be vacated for the following:

1. The attached drainage map and calculations show that there is no concentrated flow onto these lots. Therefore, no drainage facilities will be required to convey flow through the lots. All flow entering the lots is sheet flow per COA rational method with a L is less than 200 ft. A site inspection confirmed this condition and that there were no visible drainage channels on or near these lots. Most of the neighborhood is sheet flow through yards and this drainage scenario seems to work for all.
2. The 5 foot DE dedicated on each side of these lots does not meet the TNR's minimum widths for storm sewer pipes or open channels. Therefore, no drainage facilities could be installed without acquiring additional DE's from lot owners.
3. Travis County approved the plat and did not require any additional DE's near or through the subject lots.

Based on the fact that the up-gradient lots are fully developed with houses, any new homes and the associated lot grading will be cognizant of existing flow patterns and direct stormwater safely across the lots and into the ROW. We offer these justifications to support our request that there is no need for TNR to use these drainage easements and further, I don't believe granting this request will result in any adverse drainage conditions to these lots or the neighboring lots.

Before spending the money for the surveyor's easement descriptions, we would like to know if TNR agrees that the DE's can be vacated. I will be happy to discuss this in more detail if you need. Feel free to call me 288-7207.

Sincerely,

STATE OF TEXAS
STEVEN K. WENZEL
59082
REGISTERED PROFESSIONAL ENGINEER

Steve Wenzel, P.E.

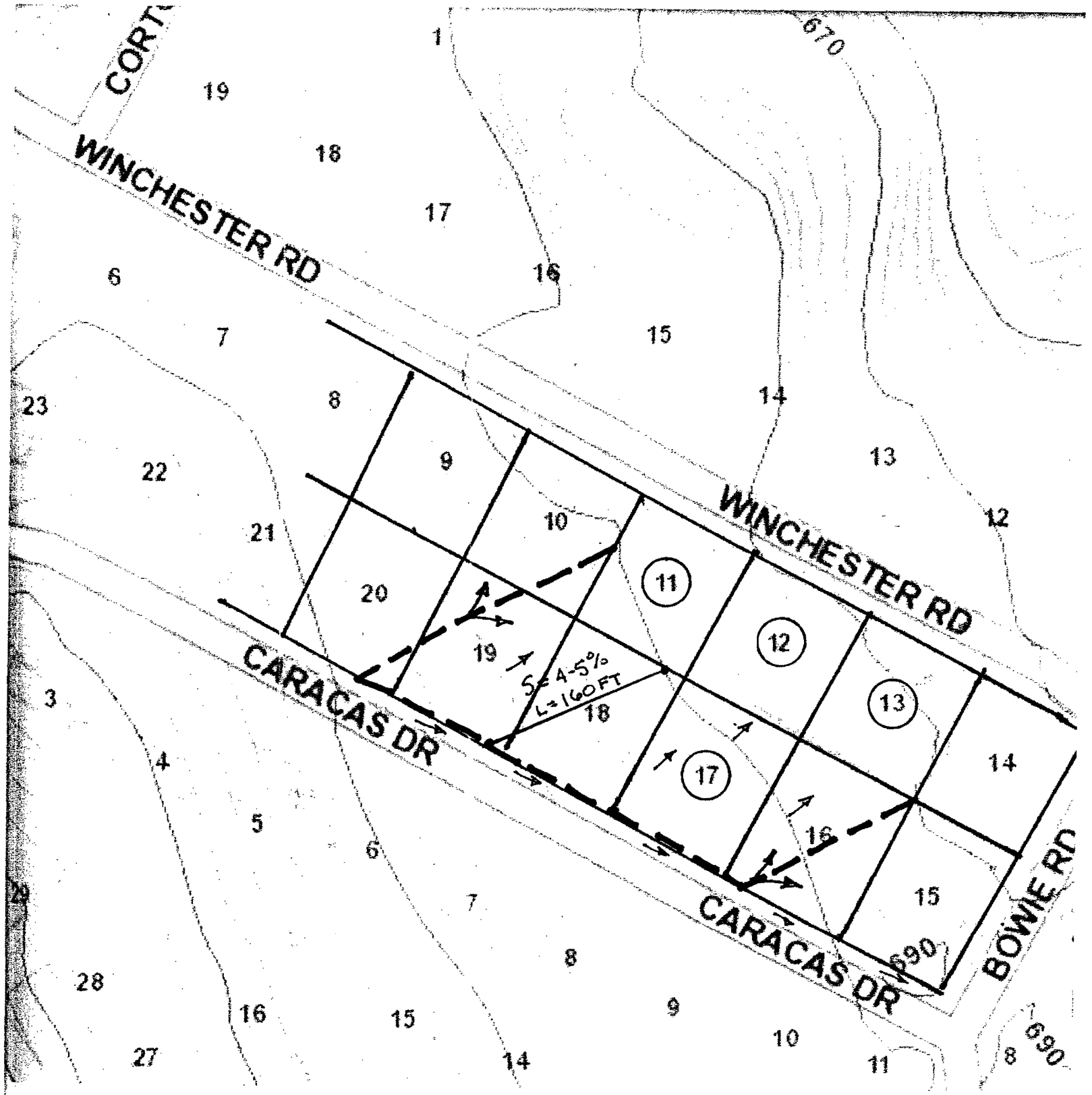
F#-12529

Enclosures Overall Drainage Map
Subdivision PLAT & DE note

7005 Kenosha Pass
Austin, TX 78749

swenzel@austin.rr.com
512-288-7207

Updated 8/10/12, 8:05 a.m.



L = 160 ft, MAX DISTANCE ENTERING
A SUBJECT LOT, PER *RATIONAL METHOD*
& FIELD OBSERVATION, RUNOFF IS SHEET FLOW

1" = 100'

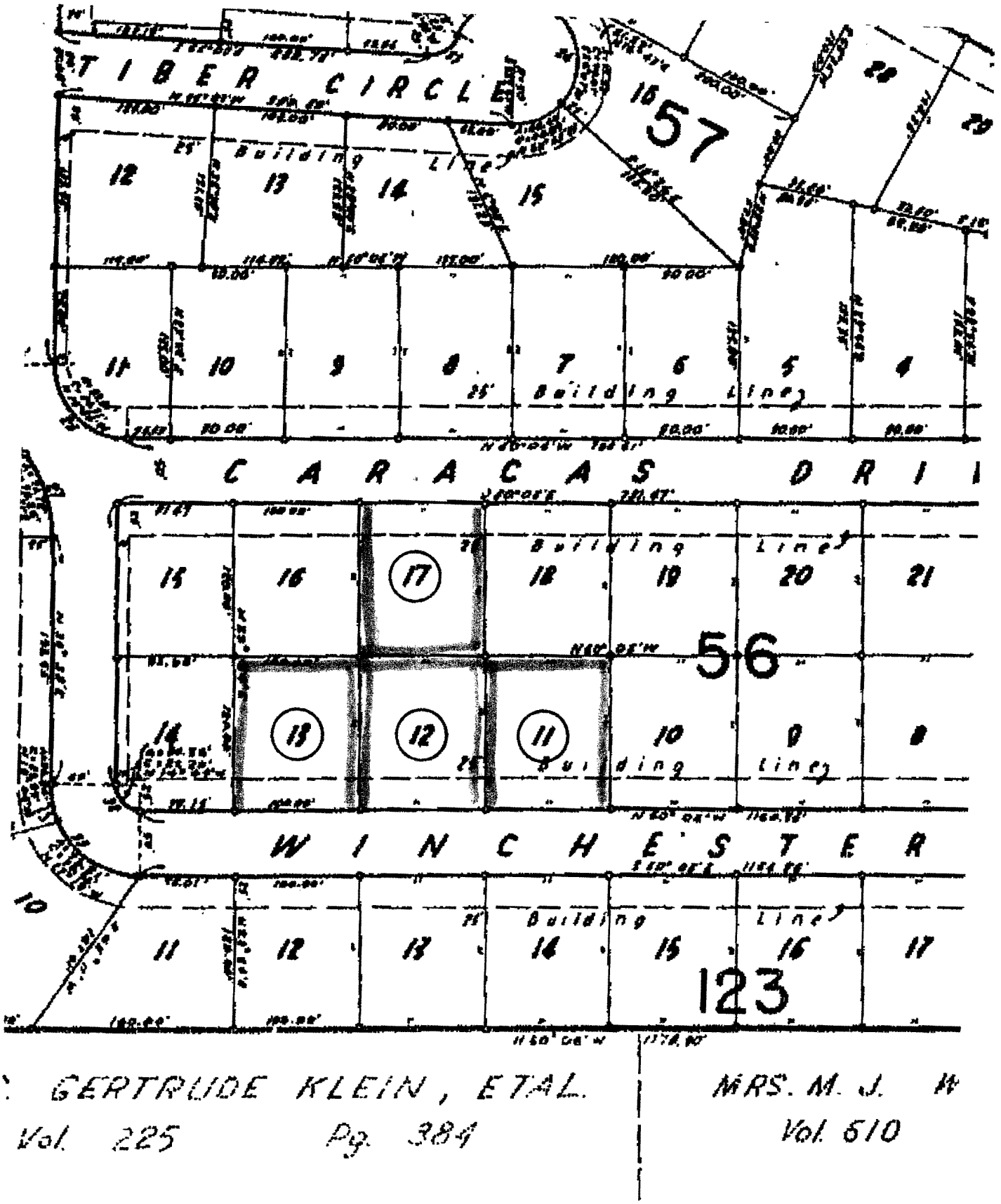
STATE OF TEXAS
STEVEN K. WENZEL
59082
REGISTERED
PROFESSIONAL ENGINEER

4-11-12
F-12529

DRAINAGE ANALYSIS

Drainage Easement Vacation
for
Lot 11, 12, 13, &17, Blk 56, Austin Lake Hills, Sec 2

Updated 8/10/12, 8:05 a.m.



Drainage Easement Vacation
for
Lot 11, 12, 13, &17, Blk 56, Austin Lake Hills, Sec 2

Updated 8/10/12, 8:05 a.m.

Commissioner's Court of Travis County, Texas, and the Commissioner's Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or of constructing any bridges or culverts in connection therewith."

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

I, Emilie Limberg, County Clerk of Travis County, Texas, do hereby certify that on the 29 day of May A.D. 1961, the Commissioner's Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order has been duly entered in the minutes of said Court in Book 3, Page 327.

WITNESS MY HAND AND SEAL OF OFFICE, this the 29 day of May A.D. 1961.

By L. Clear
Deputy

Emilie Limberg
Emilie Limberg, Clerk, County Court, Travis County, Texas

NOTE: Each house in this Subdivision shall be connected to a septic tank meeting the approval of the State Health Department or to a public utility sanitary sewage system. Each house in this Subdivision connected to a septic tank must be approved by the City of Austin and/or Travis County Health Departments.

IN ADDITION to the easements shown hereon, an easement of five feet (5') along the side lines of all lots and five feet (5') off the rear of all lots is hereby dedicated for public utilities and drainage.

SURVEYED BY: The MARVIN TURNER Engineers, Inc.

DATE: 26 MAY, 1961

Registered Professional Engineer

DRAINAGE ESMT. DEDICATION

LEGEND

• Iron Pin Set
• Iron Pin Found

SCALE: 1" = 100'

AKE HILLS

ON TWO

1809-7

13/29

Travis County Transportation and Natural Resources
Mr. Paul Scoggins
West 13th St., Ste 411
Austin, TX

PO Box 1748
Austin TX 78767

RE: Drainage Easement Vacation Request Lot 13 Notification

Mr. Scoggins,

As the Owner of Lot 13 Block 56, Sec. 2 in the Austin Lake Hills Section 2 subdivision, I have been informed by Jason Beers, Owner of Lot 12, regarding his request for a vacation of the easement so that Mr. Beers may build his home and septic system on Lot 12.

In addition, Mr. Beers also made me aware of the proposed site plan and I am aware of the reason for his request. The vacation request is attached.

Owner Lot 13

Frank G. Gonboa
Print Name

Owner Lot 12
Jason Beers

RECEIVED
JUL 18 2012
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

CODE: 110

RECEIVED
JUL 17 2012
TNR

Travis County Transportation and Natural Resources
Mr. Paul Scoggins
West 13th St., Ste 411
Austin, TX

PO Box 1748
Austin, TX 78767

RE: Drainage Easement Vacation Request Lot 17 Notification

Mr. Scoggins,

As the Owner of Lot 17 Block 56, Sec. 2 in the Austin Lake Hills Section 2 subdivision, I have been informed by Jason Beers, Owner of Lot 12, regarding his request for a vacation of the easement so that Mr. Beers may build his home and septic system on Lot 12.

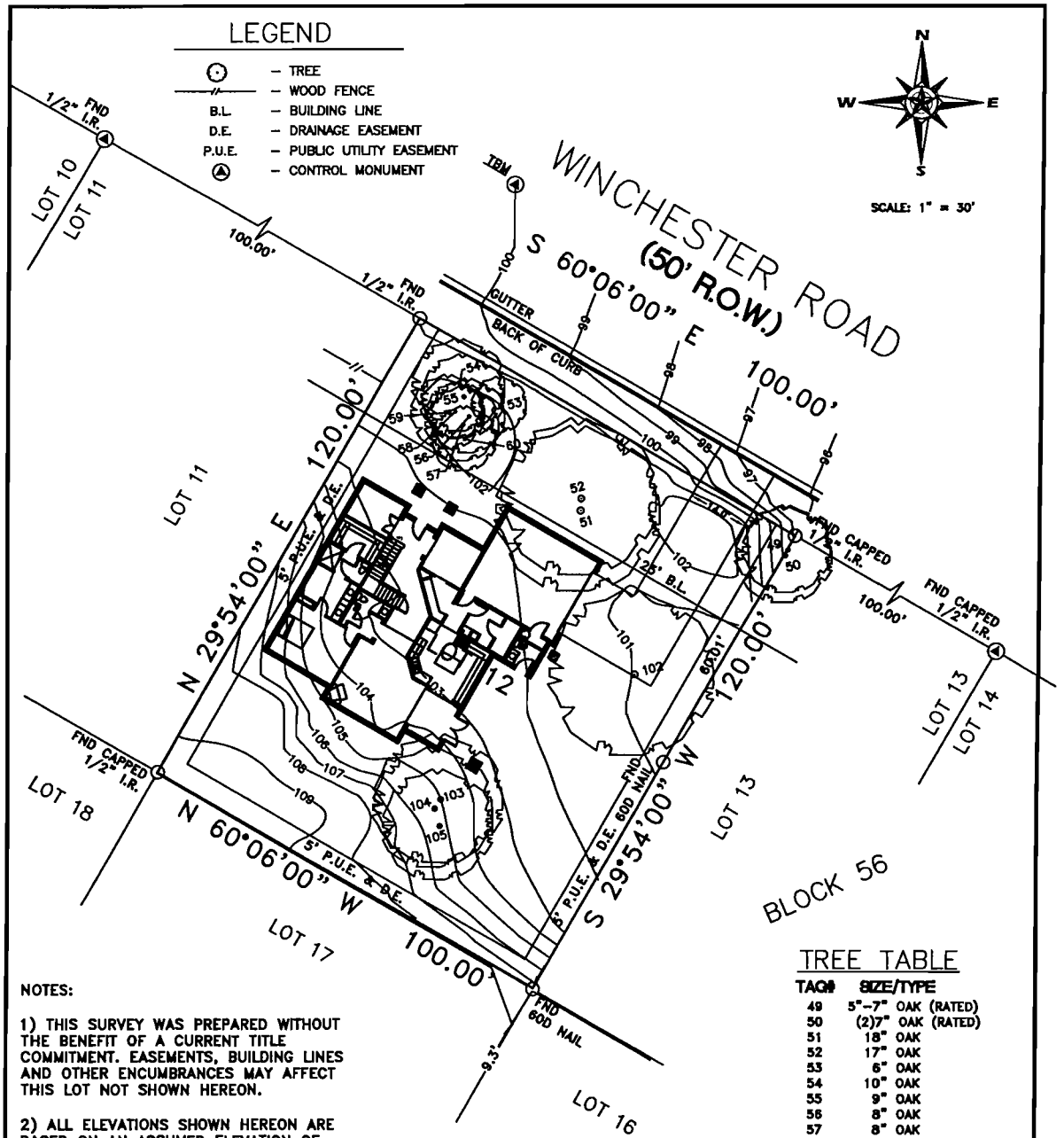
In addition, Mr. Beers also made me aware of the proposed site plan and I am aware of the reason for his request. The vacation request is attached.

Amy Bellia
Owner Lot 17

Amy Bellia
Print Name

Jason Beers
Owner Lot 12

Jason Beers



NOTES:

1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS, BUILDING LINES AND OTHER ENCUMBRANCES MAY AFFECT THIS LOT NOT SHOWN HEREON.

2) ALL ELEVATIONS SHOWN HEREON ARE BASED ON AN ASSUMED ELEVATION OF 100.00' AT A MAG NAIL SET IN ASPHALT. (SEE TBM)

3) SUBJECT TO ALL APPLICABLE CITY OF AUSTIN DEVELOPMENT CODES AND ORDINANCES.

TREE TABLE

TAG#	SIZE/TYPE
49	5"-7" OAK (RATED)
50	(2)7" OAK (RATED)
51	18" OAK
52	17" OAK
53	6" OAK
54	10" OAK
55	9" OAK
56	8" OAK
57	8" OAK
58	6" OAK
59	8" OAK
60	7" OAK
102	(2)12" OAK (RATED)
103	14" OAK
104	13" OAK
105	12" OAK

ALL BEARINGS ARE BASED ON THE RECORDED PLAT UNLESS OTHERWISE NOTED. ALL EASEMENTS AND BUILDING LINES ARE BASED ON THE RECORDED PLAT, UNLESS OTHERWISE NOTED. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY HAS BEEN COMPILED IN ACCORDANCE WITH INFORMATION CONTAINED IN THE TITLE COMMITMENT REFERENCED IN GF NO. –

SURVEY OF

LOT 12, BLOCK 56, AUSTIN LAKE HILLS SECTION TWO, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 13, PAGE 29, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

THIS TRACT IS LOCATED WITHIN FLOOD ZONE "X (UNSHADED)" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 481028 0430 H, REVISED SEPTEMBER 26, 2008. FLOOD ZONE DETERMINED BY GRAPHIC PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

CLIENT	JASON BEERS	LENDER CO.	–
ADDRESS	9305 WINCHESTER ROAD	TITLE CO.	–

I do hereby certify that this survey was this day made on the ground and that this plat correctly represents the property legally described hereon (or on attached sheet). That the facts found at the time of this survey show the improvements and that there are no encroachments apparent on the ground, except as shown.

Windrose Land Services Austin
4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744
TEL. (512) 326-2100 FAX (512) 326-2770

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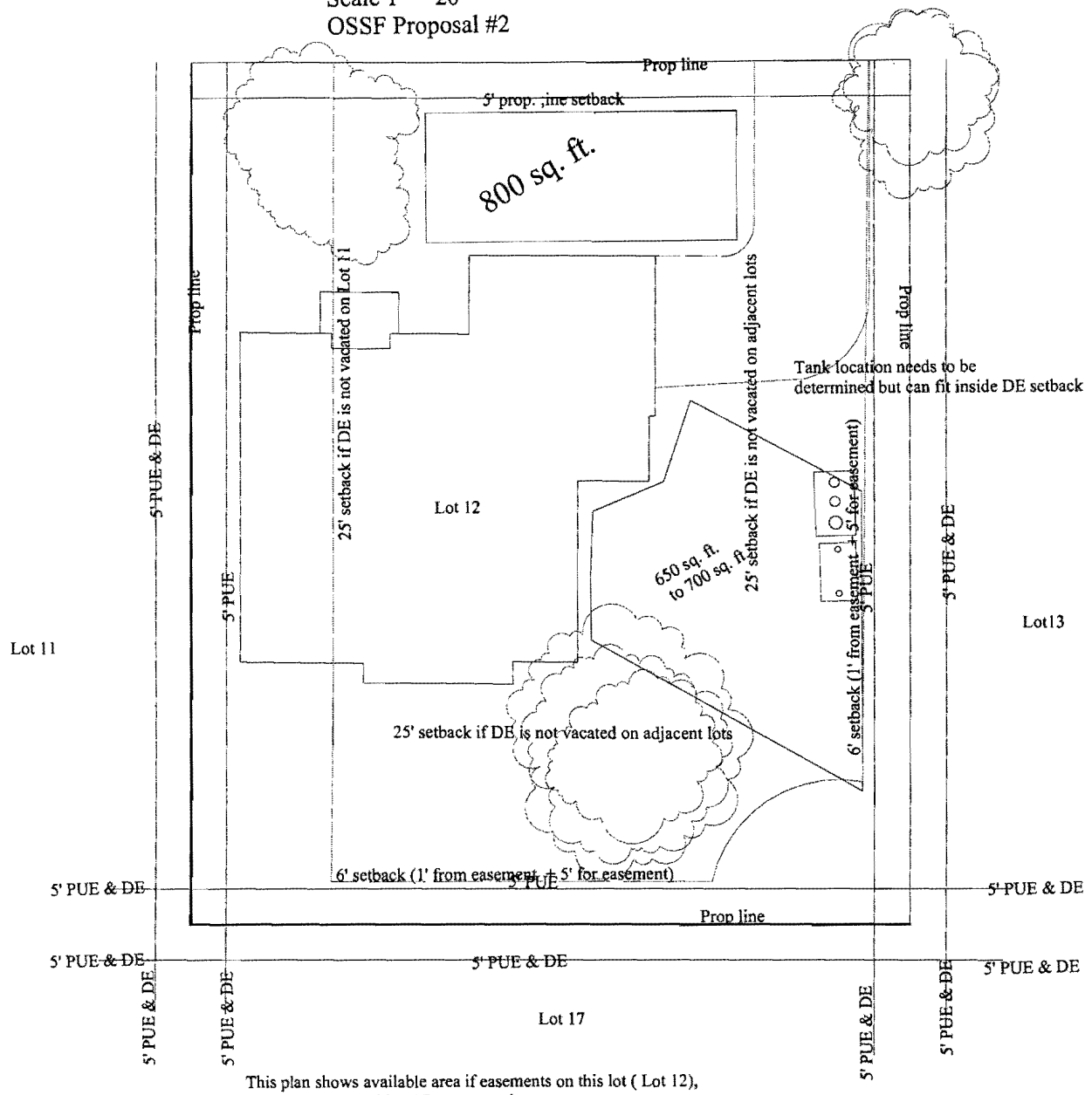
FIELD WORK	RW	03/16/12	DRAFTED BY	MT	03/20/12	CHECKED BY	RW	03/20/12
REVISION	–	–	–			MAPSCO PAGE	JOB NO.	
REVISION	–	–	–			522 X	25609	

Updated 8/10/12, 8:05 a.m.

9305 Winchester Road
Scale 1" = 20'
OSSF Proposal #2

Lot is 100' wide x 120' deep

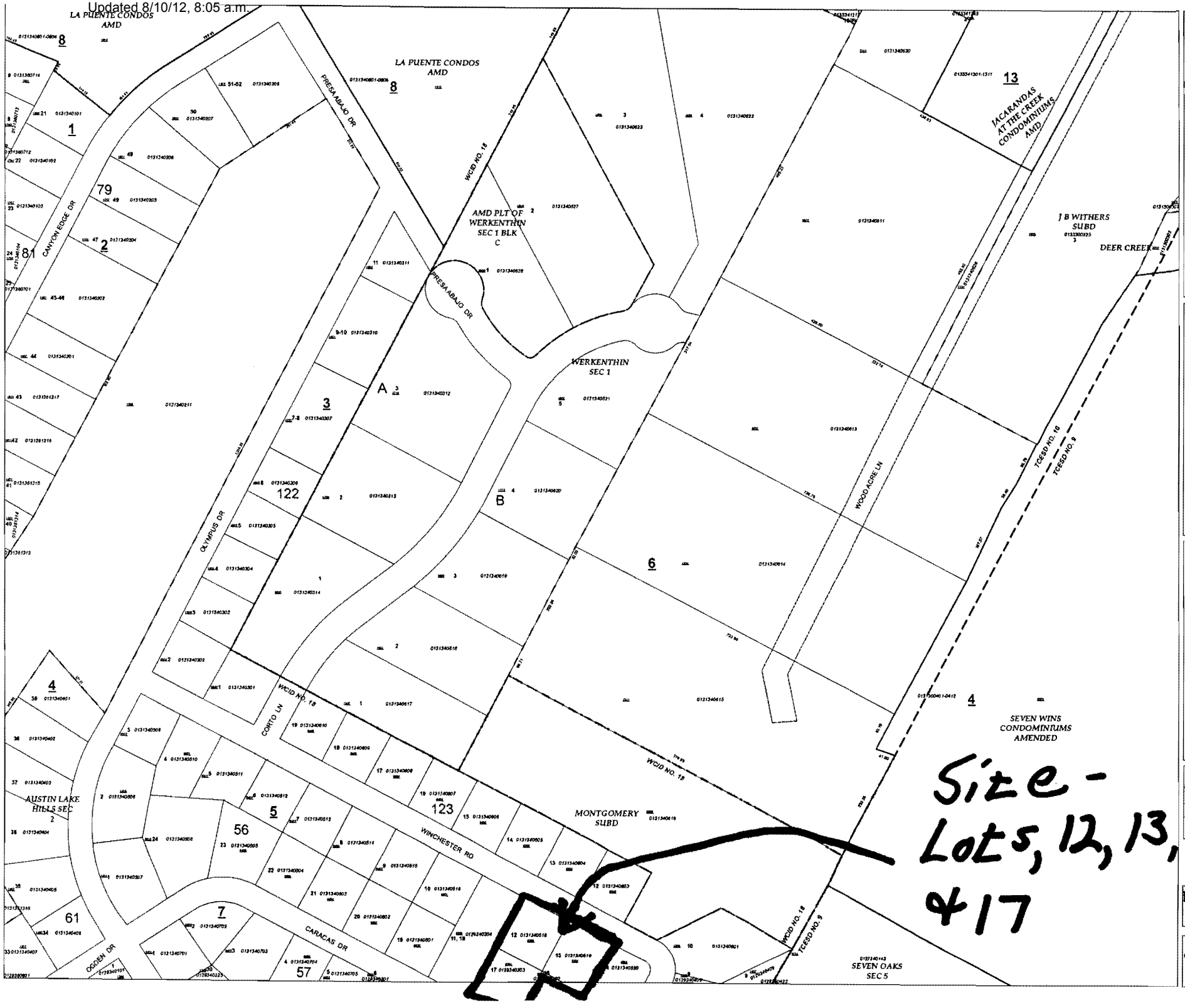


This plan shows available area if easements on this lot (Lot 12), Lot 13, Lot 16, and lot, 17 are vacated.

This area exceeds the bare minimum area required under the regulations for class III soil. by only 25%. System will have difficulty functioning over long term and cannot be guaranteed to function for any length of time. If Add-ons are made system can fucntion better but may still overload hydraulically. Systems generally need a 0.05 to 0.1 oapplciation rate to function hydraulically. An applciation rate of 0.1 requires 2,400 sq. ft.

There is no appreciable benefit to vacate easemtns on lot 11 & lot 18. If oak tree cluster on corner of lot 12, is removed some additional area cna begained if the easements on Lot 11 are vacated.

Updated 8/10/12, 8:05 a.m.



Travis Central Appraisal District
8314 Cross Park Drive
Austin, Texas 78754
P.O. Box 149012
Austin, Texas 78714
Internet Address: www.traviscad.org
Main Telephone Number (512) 834-9317
Appraisal Information (512) 834-9318
TDD (512) 836-3328

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NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet
Projection: Lambert_Conformal_Conic

N

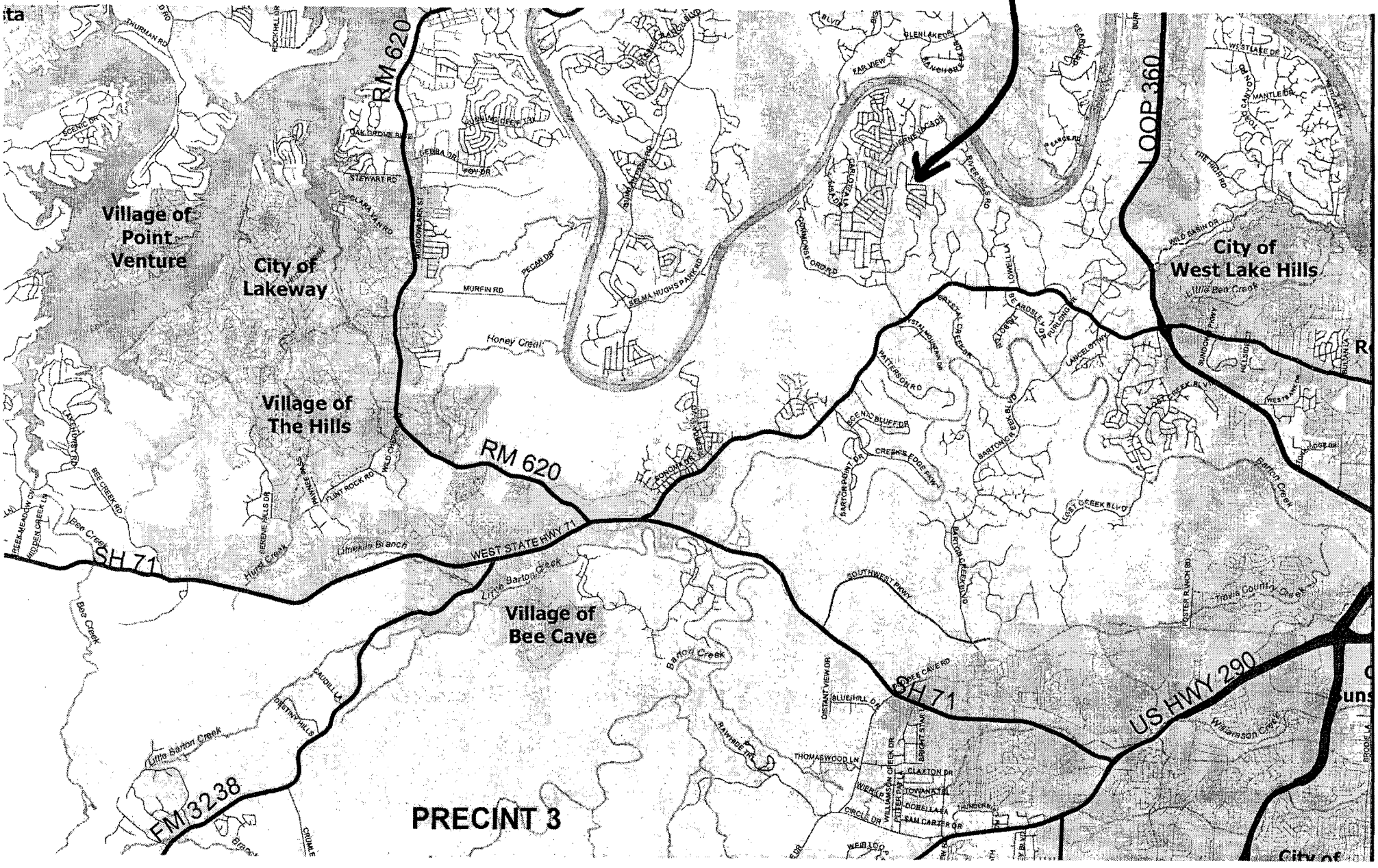
Italic = 100 scale map
Thin = 100 scale map
Bold = 400 scale map

13336	13334	13330
13336	13134	13130
	12637	
12836	12834	12830

0 100 Feet

Revision Date
12/14/2009

1 3134

Updated 8/10/12, 8:05 a.m.

Site