



## Item 1

# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By:** Gayla Dembkowski **Phone #:** 854-7642

**Division Director/Manager:** Anna Bowlin, Division Director Development Services and Long Range Planning

*Carol B. Dwyer for*

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

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Receive comments regarding proposed street name assignments for private easements to "Wild River Road", "Hupedo Ranch Road", and "Howards Way" in Precinct Three.

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

Emergency responders who were sent to evacuate during the wildfires in 2011 reported confusion because of a street name sign placed at a private easement that was not in their database. The name of "Larry Linda Lane" did not go through the street name procedure.

Property owners were contacted and have chosen names for private easements that go to or through ranches and approved through 911 Addressing. Starting at Fall Creek Road the names are "Wild River Road", "Hupedo Ranch Road" and "Howards Way". The property owners will provide directional signs placed along the two mile private easement leading to each destination.

### **STAFF RECOMMENDATIONS:**

Staff recommends naming the private easements "Wild River Road", "Hupedo Ranch Road" and "Howards Way" These street name assignments do not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

### **ISSUES AND OPPORTUNITIES:**

This street name assignment is not on a road that Travis County maintains.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

### **ATTACHMENTS/EXHIBITS:**

Map-1

Signed ballots

4100 Wild River Road, Hupedo Ranch Road and Howards Way

GD:AB:gd

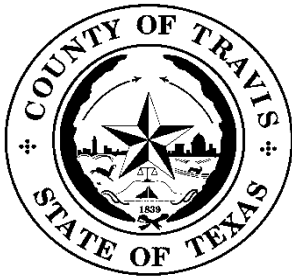
**REQUIRED AUTHORIZATIONS:**

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

**CC:**


: :  
**4101 - Road, Bridge, Fleet Svs - Wild River Road, Hupedo Ranch Road, Howards Way**

# Proclamation



**BESTOWING UPON GILLIAN PORTER THE HONORARY TITLE OF  
“TRAVIS COUNTY RESIDENT FOR LIFE”**

**WHEREAS,** Gillian Porter has served as a Travis County Commissioners Court Specialist for the County Clerk since March of 2006, and has handled the monumental task of keeping the Court organized throughout the years with professionalism, diligence, creativity, grace, and, most importantly, a good sense of humor; and

**WHEREAS,** Gillian has always pushed her department to evolve and keep up with trends in the field, including automation and efficiency efforts undertaken to streamline Court operations and provide easy accessibility to information by staff, stakeholders and the public; and

**WHEREAS,** Gillian has been an essential member on committees, providing her invaluable insight on subjects such as the County Code, document management systems, employee parking, History Day and agenda/minutes software; and

**WHEREAS,** Gillian, a voracious reader, avid bunko player and lifelong pop-culture fan, moonlights as a proofreader, editor and respected critic for her husband Alan, a writer; and

**WHEREAS,** no one will miss Gillian when she and Alan move to Peoria, Illinois, more than local Starbucks businesses, where she is such a loyal customer that not only do they know what her usual is, they don’t misspell or otherwise mangle her name on the cup; and

**WHEREAS,** while Gillian hails from Bristol, England, and has resided in the United States for 17 years, she still manages to retain her charming accent; and

**WHEREAS,** although she has lived in Maryland and California as well as Texas we are sure that the Austin/Travis County has been and always will be her favorite place.

**NOW THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSONERS COURT,** do hereby express our sincere gratitude to Gillian Porter for her years of dedicated service to the County and bestow upon her the honorary title of **TRAVIS COUNTY RESIDENT FOR LIFE.**

Signed and entered this 14<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
SAMUEL T. BISCOE  
COUNTY JUDGE

\_\_\_\_\_  
RON DAVIS  
COMMISSIONER, PCT. 1

\_\_\_\_\_  
SARAH ECKHARDT  
COMMISSIONER, PCT. 2

\_\_\_\_\_  
GERALD DAUGHERTY  
COMMISSIONER, PCT. 3

\_\_\_\_\_  
MARGARET J. GÓMEZ  
COMMISSIONER, PCT. 4

## Item 4



### Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By/Phone Number:** Loretta Farb/854-9230

**Elected/Appointed Official/Dept. Head:** Commissioner Sarah Eckhardt

**Commissioners Court Sponsor:** Commissioner Sarah Eckhardt

**AGENDA LANGUAGE:** Approve Resolution recognizing Class XIII for graduating from ESD #4's Volunteer Fire and EMT Academy.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Resolution attached.

**STAFF RECOMMENDATIONS:**

n/a

**ISSUES AND OPPORTUNITIES:**

n/a

**FISCAL IMPACT AND SOURCE OF FUNDING:**

n/a

**REQUIRED AUTHORIZATIONS:**

n/a



# Resolution



WHEREAS, Travis County Emergency Services District #4 began in 1962 as a small boy scout group which provided the only source of fire protection along the northwest, north central and northeastern portions of Travis County; and

WHEREAS, Under the auspices of Fire Chief Florencio D. Soliz III, Assistant Chief Chris Botello and Medical Officer Heather Soliz-Mendoza, ESD #4 conducts a 26-week volunteer Fire and EMT Academy focused on increasing diversity in the firefighting profession; and

WHEREAS, The ESD #4 Academy program began in 1999 and has assisted in placing over 150 graduates as certified firefighters and EMT’s into over forty-two fire department, EMS and healthcare organizations; and,

WHEREAS, The Academy’s mission is to educate, train and certify eligible applicants from diverse populations and provide them with viable career paths into public safety and emergency service workforces; and,

WHEREAS, The Academy is solely supported by Travis County Health and Human Services & Veteran Services, and Travis County ESD #4; and

WHEREAS, The Academy is certified by the Texas Commission on Fire Protection, the State Fireman and Fire Marshal Association, and is accredited by the Veterans Administration to re-train and certify military veterans; and

WHEREAS, Travis County Emergency Service District #4 leads with guiding principles of ensuring for public safety through prevention and emergency response, conducts itself professionally to maintain public trust, and seeks to provide relevant public services to citizens; now therefore,

BE IT RESOLVED that the Travis County Commissioners Court congratulates ESD #4 for their Volunteer Fire and EMT Academy program and congratulates the 2013 Academy Cadet Class XIII Graduates and wishes them every future career success: David Brooks, Zachary Colosky, Juan Coutino, David Dickey, Jerry Escamilla, Justin Galarza, Bianca Guerrero, Dru Marshall, Adrian Martinez, Samuel Porter, Michael Reese and Aaron Villarreal, all graduates with the rank of Firefighter.

SAMUEL T. BISCOE  
COUNTY JUDGE

RON DAVIS  
COMMISSIONER, PCT. 1

SARAH ECKHARDT  
COMMISSIONER, PCT. 2

GERALD DAUGHERTY  
COMMISSIONER, PCT. 3

MARGARET J. GÓMEZ  
COMMISSIONER, PCT. 4

## Item 5



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013  
**Prepared By/Phone Number:** Joe Hon, 854-1123  
**Elected/Appointed Official/Dept. Head:** Commissioner Eckhardt  
**Commissioners Court Sponsor:** Commissioner Eckhardt

### **AGENDA LANGUAGE:**

APPROVE RESOLUTION RECOGNIZING THE WEEK OF MAY 19-25, 2013, AS "TAKE HEART AUSTIN WEEK 2013" IN THE AUSTIN AND TRAVIS COUNTY COMMUNITY.

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

SEE ATTACHED RESOLUTION.

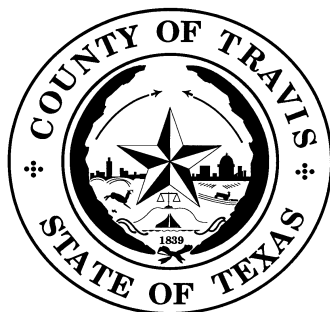
**STAFF RECOMMENDATIONS:** N/A

**ISSUES AND OPPORTUNITIES:** N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

**REQUIRED AUTHORIZATIONS:** N/A

# *Resolution*



**RECOGNIZING THE WEEK OF MAY 19-25, 2013, AS  
"TAKE HEART AUSTIN WEEK 2013"  
IN THE AUSTIN AND TRAVIS COUNTY COMMUNITY**

**WHEREAS,** *Take Heart Austin Week 2013* is the eleventh annual celebration for cardiac arrest survivors, their families and their rescuers; and

**WHEREAS,** victims of cardiac arrest in Travis County are blessed to have access to lifesaving care 24 / 7 / 365, thanks to the dedicated members of the Austin/Travis County Emergency Medical Services System; and

**WHEREAS,** we are pleased to recognize the fourteen Travis County Emergency Services districts, the Austin/Travis County EMS System and bystanders for their efforts to improve survival and recovery from sudden cardiac arrest and to reduce the incidence of heart attacks and stroke through professional and public education;

**NOW THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT,** do hereby recognize the week of May 19-25, 2013, as **TAKE HEART AUSTIN WEEK 2013** in the Austin and Travis County community.

Signed and entered this 14th day of May, 2013.

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SAMUEL T. BISCOE  
Travis County Judge

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RON DAVIS  
Commissioner, Pct. 1

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SARAH ECKHARDT  
Commissioner, Pct. 2

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GERALD DAUGHERTY  
Commissioner, Pct. 3

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MARGARET J. GÓMEZ  
Commissioner, Pct. 4



## Item 6

# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By:** Gayla Dembkowski **Phone #:** 854-7642

**Division Director/Manager:** Anna Bowlin, Division Director Development Services and Long Range Planning.

*Carol B. Johnson for*  
**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a street name assignment for an unnamed private street to "Wild River Road", "Hupedo Ranch Road", and "Howards Way" in Precinct Three.

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

Emergency responders who were sent to evacuate during the wildfires in 2011 reported confusion because of a street name sign placed at a private easement that was not in their database. The name of "Larry Linda Lane" did not go through the street name procedure.

Property owners were contacted and have chosen names for private easements that go to or through ranches and approved through 911 Addressing. Starting at Fall Creek Road the names are "Wild River Road", "Hupedo Ranch Road", and "Howards Way". The property owners will provide directional signs placed along the two mile private easement leading to each destination.

### **STAFF RECOMMENDATIONS:**

Staff recommends naming the private easements "Wild River Road", "Hupedo Ranch Road", and "Howards Way" These street name assignments do not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

### **ISSUES AND OPPORTUNITIES:**

This street is not a road that Travis County maintains.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None

### **ATTACHMENTS/EXHIBITS:**

Map-1

## Petition

**REQUIRED AUTHORIZATIONS:**

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

**CC:**


: :

**4101 - Road, Bridge, Fleet Svs - Wild River Road, Hupedo Ranch Road, Howares Way**

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has found a necessity for a street name assignments for private easements;

WHEREAS, petitions and ballots were received;

WHEREAS, a public hearing was held on May 14, 2013, pursuant to the street name assignments; and

THEN BE IT THEREFORE ORDERED by the Commissioners Court of Travis County, Texas, that the private street be named as follows:

PRECINCT THREE:

PRIVATE EASEMENTS TO

**“WILD RIVER ROAD”  
“HUPEDO RANCH ROAD”  
“HOWARD WAY”**

PASSED AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
RON DAVIS,  
COMMISSIONER, PCT. ONE

\_\_\_\_\_  
SARAH ECKHARDT,  
COMMISSIONER, PCT. TWO

\_\_\_\_\_  
GERALD DAUGHERTY,  
COMMISSIONER, PCT. THREE

\_\_\_\_\_  
MARGARET GOMEZ,  
COMMISSIONER, PCT. FOUR

# NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, MAY 14, 2013 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR STREET NAME ASSIGNMENTS.

THESE PRIVATE EASEMENTS ARE OFF HWY 71 WEST AT FALL CREEK ROAD TO BE KNOWN AS **“WILD RIVER ROAD”**, **“HUPEDO RANCH ROAD”**, AND **“HOWARDS WAY”**

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 700 LAVACA STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THESE STREET NAME ASSIGNMENTS PLEASE CALL 854-7642.







updated 5-9-13 at 2:40pm

RESERVE RIVER RANCH 1.4 MI  
HUPEDO RANCH RD 2.4 MI  
HOWARDS WAY 3.0 MI

Fall Creek Rd

Proposed  
WILD RIVER ROAD

71

71

Fall Creek Estates Rd

WILD RIVER RANCH  
GATE

1 MI

1.4 MI

RESERVE RIVER RANCHES  
GATE

TRAVIS SOUTHWEST

Proposed  
HUPEDO RANCH ROAD

2.4 MI

3 MI

Proposed  
HOWARDS WAY





**Item 7****Travis County Commissioners Court Agenda Request****Meeting Date:** May 14, 2013**Prepared By:** Tim Pautsch **Phone #:** 854-7689**Division Director/Manager:** Anna Bowlin - Division Director Development Services and Long Range Planning #13**Department Head:** Steven M. Manilla, P.E., County Executive-TNR**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a Cash Security Agreement with Highland Homes, LTD-Austin., for sidewalk fiscal for West Cypress Hills Phase 1 Section 4A for Lot 25 Block C, in Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

**STAFF RECOMMENDATIONS:**

Highland Homes, LTD-Austin., proposed to use this Cash Security Agreement, as follows: Phase 1 Section 4A for Lot 25 Block C, \$720.00, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

**ISSUES AND OPPORTUNITIES:**

None

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

**ATTACHMENTS/EXHIBITS:**

Cash Security Agreement, Map of lot.

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	854-7561
Stacey Scheffel (55)	Permits Program Manager Floodplain	TNR	854-7565

	Administrator		

**CC:**

Tim Pautsch	Engineering Specialist	TNR	854-7689

: :

**1101 - Development Services Long Range Planning - West Cypress Hills Ph 1 Sec 4A**

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 ADDRESS: 5413 Coral Broom CV.

SUBDIVISION: West Cypress Hills  
LOT: 25 BLOCK: C SECT.: 4A.

DATE OF POSTING: 4/11/13

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. 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.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks  
Page 2

**DEVELOPER/BUILDER**

BY: Amy Brooks

PRINT: Amy Brooks

TITLE: Office Administrator

PHONE: 512-834-8429 x108

**COMPANY NAME & ADDRESS**

Highland Homes Ltd. - Austin

4201 W.Parmer Ln., Bldg B, Ste, 180

Austin, Texas 78727

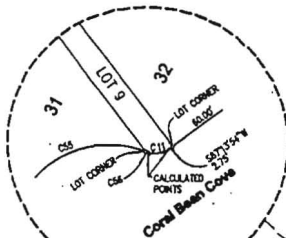
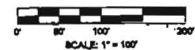
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

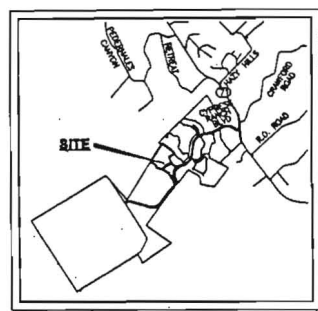
\_\_\_\_\_  
Date



20110016P



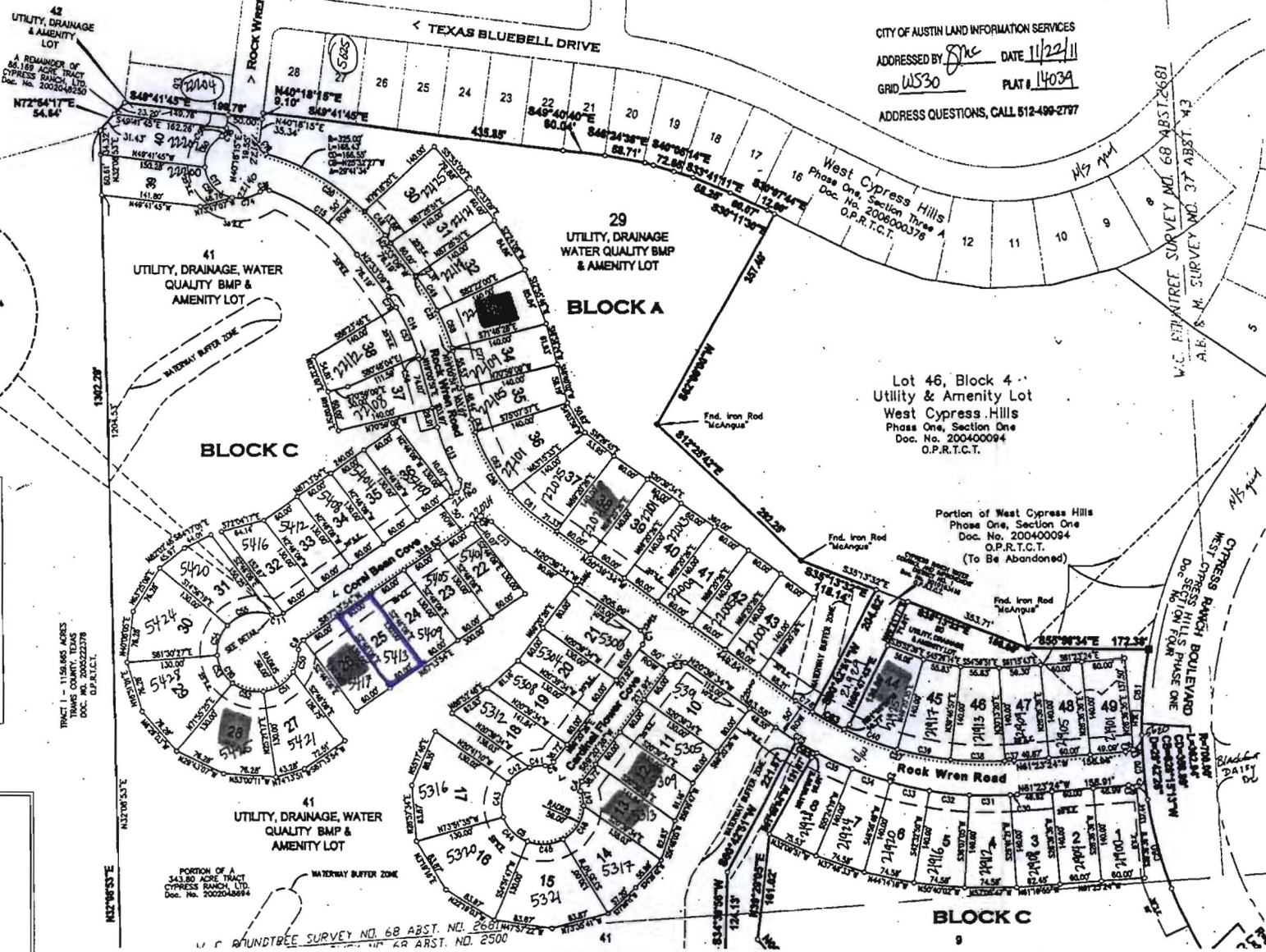
DETAIL



LOCATION MAP  
NOT TO SCALE

LEGEND

- CONCRETE MONUMENT SET
- IRON ROD FOUND (AS NOTED)
- IRON ROD WITH CAP FOUND (AS IDENTIFIED)
- ★ COTTON SPINDLE FOUND
- IRON ROD WITH CAP STAMPED "AST" SET
- △ CALCULATED POINT
- ..... SIDEWALK LOCATION
- S.E. SLOPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.W.S.E. VARIABLE WIDTH SLOPE EASEMENT
- OPRTCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS



CITY OF AUSTIN LAND INFORMATION SERVICES  
ADDRESSED BY gmc DATE 11/22/11  
GRID WS30 PLAT # 14039  
ADDRESS QUESTIONS, CALL 512-499-2787

W.C. BLUEBELL SURVEY NO. 68 ABST. 2681  
A.B. & M. SURVEY NO. 37 ABST. 43

Lot 46, Block 4  
Utility & Amenity Lot  
West Cypress Hills  
Phase One, Section Three A  
O.P.R.T.C.T.  
Doc. No. 200400094

Portion of West Cypress Hills  
Phase One, Section One  
Doc. No. 200400094  
O.P.R.T.C.T.  
(To Be Abandoned)

OPRESS RANCH BOULEVARD  
WEST CYPRESS HILLS PHASE ONE  
SECTION FOUR

BRUNDTREE SURVEY NO. 68 ABST. NO. 2500

SEE SHEET 3 OF 3 FOR CONTINUATION

TEXAS  
ENGINEERING  
SOLUTIONS

AUSTIN SPATIAL TECHNOLOGIES, LLC

TRAVIS COUNTY, TEXAS	
SURVEY DATE:	MARCH, 2011
SURVEYOR:	PAUL C. SAUVE, RPLS# 2518
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD
PLOT DATE:	

## WEST CYPRESS HILLS PHASE ONE, SECTION 4A

SHEET 2  
OF  
3



## Item 8

# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By:** Joe Arriaga **Phone #:** 854-7562

**Division Director/Manager:** Anna Bowlin, Division Director Development Services and Long Range Planning

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

A) Plat for recording: The Commons at Rowe Lane IIIB- Final Plat (The Commons at Rowe Lane IIIB - Subdivision Final Plat - 38 Single Family Lots, 4 Drainge Lots and 1 Open Space Lot - Windy Vane Drive - City of Pflugerville ETJ) in Precinct One ; and

B) Subdivision Construction Agreement for Commons at Rowe Lane IIIB.

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

A) This final plat consists of 43 total lots (38 single family residential lots) on 24.502 acres. There are 2,640 linear feet of public streets proposed with this final plat. Water service will be provided by Manville Water Supply Corporation and wastewater service will be provided by the City of Pflugerville. Parkland fees in lieu of dedication have been paid to the City of Pflugerville through a development agreement.

The applicant is currently utilizing the county's alternative fiscal agreement and the plat is being held in abeyance until the remaining fiscal has been posted. Fiscal surety has been posted with Travis County for the amount of \$141,286.00 which addresses the fiscal requirements.

B) The applicant, Rowe Lane Development, LP. wishes to enter into a standard subdivision construction agreement with Travis County.

### **STAFF RECOMMENDATIONS:**

As the Commissioners Court approved the utilization of the county's alternative fiscal agreement and the final plat was approved by the City of Pflugerville on December 3, 2012, staff recommends approval of the final plat and the subdivision construction agreement.

### **ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries from anyone concerning this final plat.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

Location map

Precinct map

Proposed final plat

Subdivision Construction Agreements

**REQUIRED AUTHORIZATIONS:**

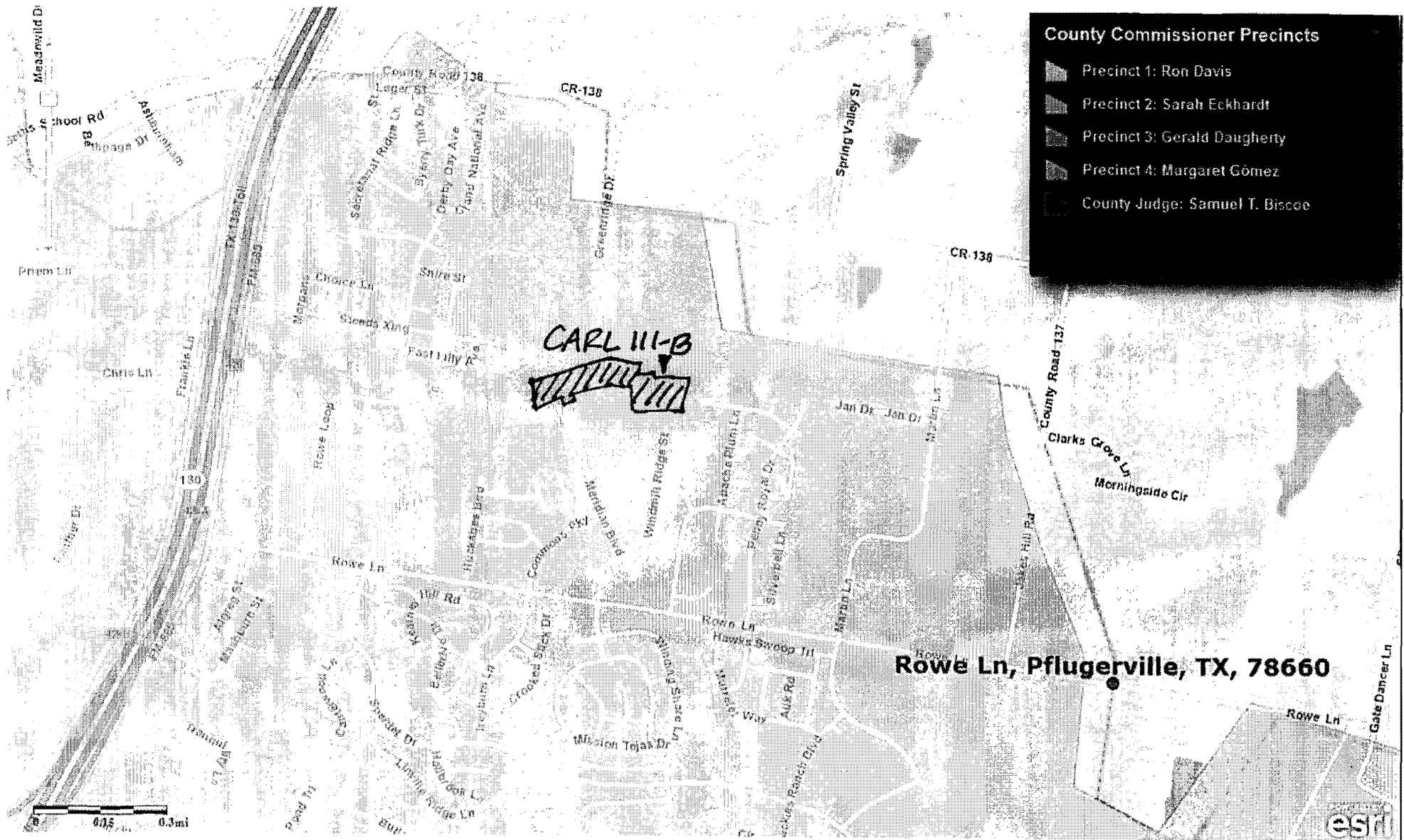
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561

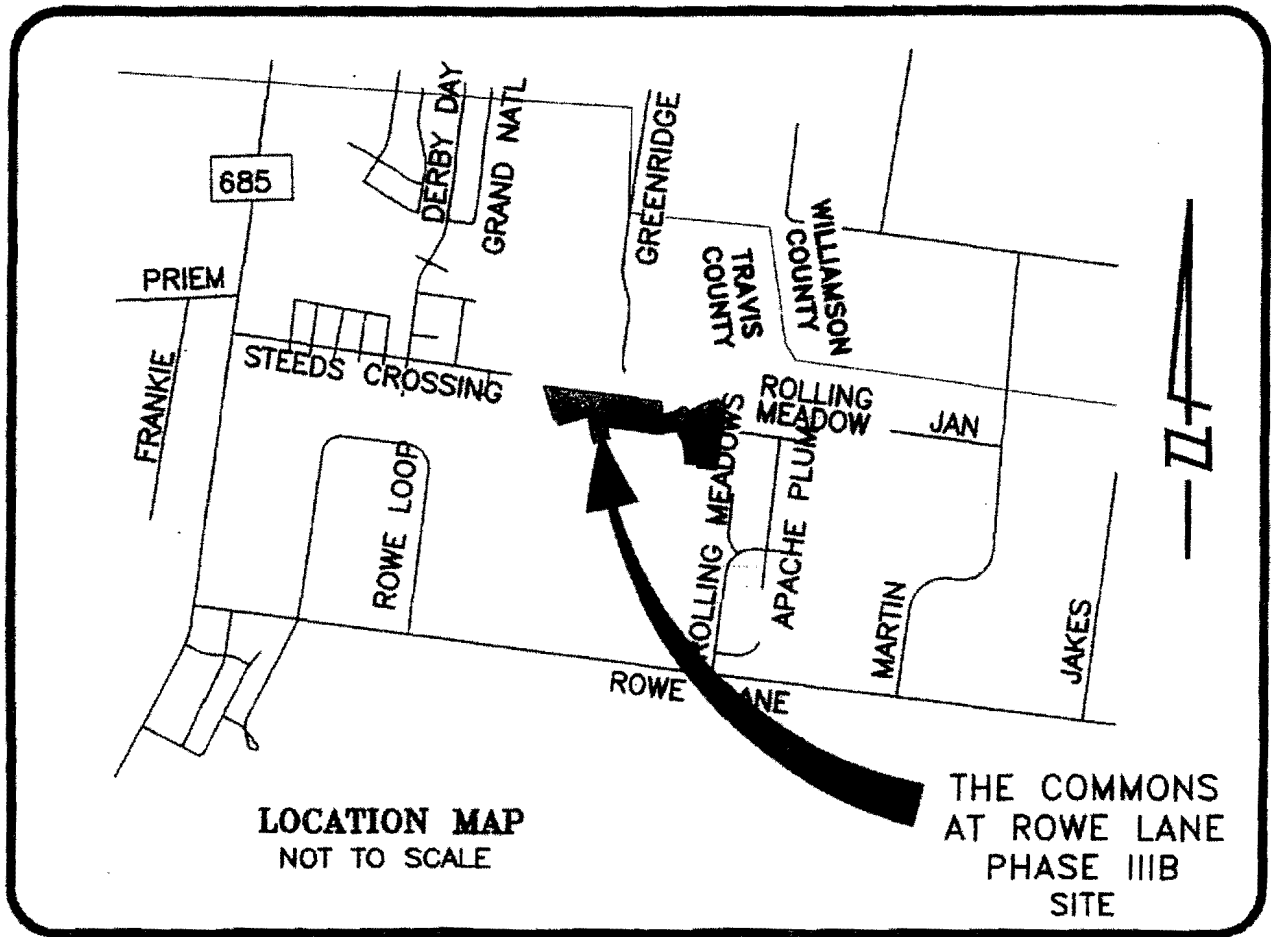
**CC:**


**SM:AB:ja**

**1101 - Development Svs- Commons Rowe Ln IIIB**







LOCATION MAP

# FINAL PLAT THE COMMONS AT ROWE LANE PHASE III B



THE COMMONS AT ROWE LANE, LP  
(10.032 ACRES)  
DOC. NO. 2005045636  
O.P.R.T.C.T.

SCALE: 1" = 100'  
OCTOBER, 2011  
TRAVIS COUNTY, TEXAS

**LEGEND**

- 1/2" IRON ROD FOLIO
- 1/2" IRON ROD WITH CAP SET
- ⊗ CONCRETE MONUMENT SET
- ⊕ BENCHMARK
- 4" SIDEWALK
- ROW RIGHT-OF-WAY
- BL BUILDING SETBACK LINE
- SF SQUARE FEET
- POB POINT OF BEGINNING
- PUE PUBLIC UTILITY EASEMENT
- BLOCK LETTER
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

**BENCHMARK LIST**

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF A 13' LIME OAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.  
NORTHING= 10,152,758.13  
EASTING= 3,167,197.81  
ELEV.= 687.87

BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE LIP.  
NORTHING= 10,154,130.49  
EASTING= 3,166,557.76  
ELEV.= 695.10

ROLLING HILLS  
BOOK 76, PAGE 277  
P.R.T.C.T.

**LAND USE**

SINGLE FAMILY LOTS= 38  
DRAINAGE ESMT & PARKLAND LOTS= 2  
DRAINAGE ESMT & OPEN SPACE LOTS= 2  
DETENTION POND, DRAINAGE ESMT & OPEN SPACE LOTS= 1

**CUMULATIVE DENSITY CALCULATIONS**

TOTAL NUMBER OF RESIDENTIAL UNITS: 38  
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 10.635 AC.

**ACREAGE**

BLOCK H	6.904 AC.
BLOCK M	4.814 AC.
BLOCK O	4.206 AC.
BLOCK Q	4.143 AC.
BLOCK R	1.392 AC.
RIGHT-OF-WAY	3.243 AC.
<b>TOTAL ACREAGE</b>	<b>24.502 AC.</b>

**LINEAR FEET OF NEW STREETS**

WINDY VANE DRIVE	60' ROW	1444 L.F.
WINDMILL RIDGE STREET	50' ROW	681 L.F.
MERIDIAN BOULEVARD	50' ROW	325 L.F.
CRESTED VANE DRIVE	50' ROW	190 L.F.
<b>TOTAL</b>		<b>2640 L.F.</b>

COMMONS AT ROWE LANE, LP  
(71.402 ACRES)  
DOC. NO. 2007205045  
O.P.R.T.C.T.

DETAIL "A"

ORIGINAL DEED CORNER FOR 71.402 ACRE TRACT

**THE COMMONS AT ROWE LANE, PHASE III B**

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP  
2929 WEST 5TH STREET, SUITE A  
FORT WORTH, TEXAS 76107  
PHONE: (817)332-9600 FAX: (817)332-1400

ACREAGE: 24.502 AC.  
JACOB CASNER SURVEY A-2753

NUMBER OF BLOCKS: 5  
NUMBER OF LOTS: 43  
LINEAR FEET OF NEW STREETS: 2640 L.F.

DATE: OCTOBER, 2011  
SURVEYOR: ZAMORA, L.L.C. (ZWA)  
1435 SOUTH LOOP 4  
BUDA, TEXAS 78610  
PHONE: (512)295-6201 FAX: (512)295-6091

ENGINEER: GRAY & ASSOCIATES, INC.  
8217 SHOAL CREEK BLVD., SUITE 200  
AUSTIN, TEXAS 78757-7592  
PHONE: (512)452-0371 FAX: (512)454-9933

**LOCATIONS**

**ZWA**  
**Zamora, L.L.C.**  
**Professional Land Surveyors**  
1435 South Loop 4, P.O. Box 8356, Buda, Texas 78610  
Tel (512) 295-6201 • Fax (512) 295-6091

**SHEET**  
2  
OF  
4

TECH: SEGURA  
DATE: OCTOBER, 2011  
DRAWING FILE: 11-1002-11 CARL III-B SHEETS 1-3.OVG  
PROJECT: COMMONS AT ROWE LANE - PHASE III-B  
JOB NO: 11-1002-11

SURV: GRZ  
SCALE: 1" = 100'  
11-1002-11 CARL III-B SHEETS 1-3.OVG

**GRAY & ASSOCIATES, INC.**  
Consulting Engineers  
8217 Shoal Creek Blvd., Suite 200  
Austin, Texas 78757-7592  
(512)452-0371 FAX(512)454-9933  
TYPE FIRM # 2046

## SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This Agreement is made and entered into by and between The Commons at Rowe Lane, L.P., a Texas limited partnership, (the "**Subdivider**") and Travis County, Texas, (the "**County**"), hereinafter collectively referred to as the "**Parties**".

WHEREAS, the Subdivider owns the tract of real property described in **Exhibit "A"**, which is attached hereto and made a part hereof, (the "**Property**"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "The Commons at Rowe Lane, Phase IIIB" (the "**Subdivision**"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "**Improvements**"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

### I. SUBDIVIDER'S OBLIGATIONS

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "**Standards**"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "**Security**"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("**TNR**"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision are completed. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "**Performance Period**"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- (1) a professional engineer's certification of quantities of work completed;
- (2) a contractor's invoice for work completed; and
- (3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider

shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

## II. COUNTY'S OBLIGATIONS

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- (1) The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- (2) The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- (3) 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;
- (4) The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- (5) The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. T

County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- (1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- (2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- (3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- (4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- (5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "**Escrowed Funds**"), are disbursed by the County.
- (6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.
- (7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to

complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

### III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.



H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider:           The Commons at Rowe Lane, L.P.,  
                          2929 W. 5<sup>th</sup>, Suite A  
                          Fort Worth, Texas 76107  
                          Attn: Lee Nicol

Copy to:             Armbrust & Brown, PLLC  
                          100 Congress Avenue, Suite 1300  
                          Austin, Texas 78701  
                          Attn: Kevin M. Flahive

County:              Transportation & Natural Resources Dept.  
                          P.O. Box 1748  
                          Austin, Texas 78767  
                          Attn: Executive Manager

Copy to:             Travis County Attorney's Office  
                          P.O. Box 1748  
                          Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

*(Signature Page to Follow)*

TRAVIS COUNTY, TEXAS:

SUBDIVIDER:

THE COMMONS AT ROWE LANE, L.P.,  
a Texas limited partnership

\_\_\_\_\_  
County Judge

By: ROWE COMMONS CORPORATION,  
a Texas corporation,  
its General Partner

Date: \_\_\_\_\_

By: Lee Nicol  
Name: Lee Nicol  
Title: President

Date: 8.3.12

ACKNOWLEDGEMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS      §

This instrument was acknowledged before me on the 3rd day of August, 2012,  
by Lee Nicol, in the capacity stated herein.



Jennifer Barnes  
Signature of Notary

After Recording Return to:

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

**Exhibit "A"**

**Property**

STATE OF TEXAS  
COUNTY OF TRAVIS

24.502 ACRE TRACT,  
SITUATED IN THE  
JACOB CASNER SURVEY,  
ABSTRACT NO. 2753,  
TRAVIS COUNTY, TEXAS

**LEGAL DESCRIPTION**

**DESCRIPTION OF A 24.502 ACRE TRACT OF LAND, SITUATED IN THE JACOB CASNER SURVEY, ABSTRACT NO. 2753, BEING A PORTION OF THAT CERTAIN 108.529 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2005022370 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 71.402 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2007205045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 24.502 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a Concrete Monument set for the northwest corner of the herein described tract, being also on the north line of said 108.529 acre tract, and being on the south line of that certain 10.032 acre tract of land conveyed to The Commons at Rowe Lane, L.P. of record in Document No. 2005045836 of the Official Public Records of Travis County, Texas;

**THENCE** S 82°29'22" E, with the north line of said 108.529 acre tract, the south line of said 10.032 acre tract, at 21.50 feet pass the northeast corner of said 108.529 acre tract, being also the northwest corner of said 71.402 acre tract, at 32.14 feet pass the southeast corner of said 10.032 acre tract, being also the southwest corner of Lot 9, Rolling Hills, a subdivision of record in Book 76, Page 277 of the Plat Record of Travis County, Texas, at 834.26 feet pass the southeast corner of said Lot 9, being also the southwest corner of Lot 10, of said Rolling Hills subdivision, for a total distance 1294.25 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 10, being also an ell corner of said 71.402 acre tract;

**THENCE**, departing the south line of said Rolling Hills subdivision, over and across said 71.402 acre tract the following ten (10) courses and distances:

1. S 02°45'20" E, for a distance of 146.75 feet to a 1/2 inch iron rod with cap (ZWA) set on a curve to the left,
2. along said curve to the left, an arc distance of 186.12 feet, said curve having a radius of 570.00 feet, a central angle of 18°42'32" and a chord bearing of N 74°32'30" E for a chord distance of 185.30 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a compound curve to the left,

3. along said curve to the left, an arc distance of 23.99 feet, said curve having a radius of 15.00 feet, a central angle of  $91^{\circ}37'43''$  and a chord bearing of  $N 19^{\circ}22'22'' E$  for a chord distance of 21.51 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
4.  $N 63^{\circ}48'55'' E$ , for a distance of 50.00 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the left,
5. along said curve to the left, an arc distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and a chord bearing of  $S 71^{\circ}26'30'' E$  for a chord distance of 21.21 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
6.  $S 26^{\circ}26'30'' E$ , for a distance of 60.00 feet to a 1/2 inch iron rod with cap (ZWA) set,
7.  $N 63^{\circ}33'30'' E$ , for a distance of 190.20 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the right,
8. along said curve to the right, an arc distance of 175.49 feet, said curve having a radius of 570.00 feet, a central angle of  $17^{\circ}38'23''$  and a chord bearing of  $N 72^{\circ}22'42'' E$  for a chord distance of 174.80 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
9.  $S 11^{\circ}18'19'' E$ , for a distance of 121.25 feet to a 1/2 inch iron rod with cap (ZWA) set, and
10.  $N 81^{\circ}10'12'' E$ , for a distance of 41.36 feet to a 1/2 inch iron rod found for an ell corner of said 71.402 acre tract, being also the northwest corner of Lot 28, Block A, Rolling Meadows Section One, a subdivision of record in Book 85, Page 47C of the Plat Record of Travis County, Texas, and being the northeast corner of the herein described tract;

**THENCE**,  $S 07^{\circ}34'57'' W$ , with the east line of said 71.402 acre tract and the west line of said Rolling Meadows, Section One, at 224.86 feet pass the southwest corner of said Lot 28, Block A, being also the northwest corner of Lot 27, Block A, of said Rolling Meadows, Section One subdivision, at 579.23 feet pass the southwest corner of said Lot 27, Block A, being also the northwest corner of Lot 12, Block A, of said Rolling Meadows, Section One subdivision, for a total distance of 643.00 feet to a 1/2 inch iron rod found for the southeast corner of the herein described tract, being also the northeast corner of The Commons At Rowe Lane, Phase II A, a subdivision of record in Document No. 200800219, of the Official Public Records of Travis County, Texas;

**THENCE**, departing the west line of said Rolling Meadows, Section One, over and across said 71.402 acre tract, being also along the north line of said The Commons At Rowe Lane, Phase II A, the following four (3) courses and distances

1.  $N 82^{\circ}25'04'' W$ , for a distance 210.35 feet to a 1/2 inch iron rod with cap (ZWA) found,

2. S 07°34'56" W, for a distance of 35.87 feet to a 1/2 inch iron rod with cap (ZWA) found, and
3. N 82°25'04" W, for a distance of 133.00 feet to a 1/2 inch iron rod with cap (ZWA) found for the most northerly northwest corner of said The Commons At Rowe Lane, Phase II A, being also the northwest corner of Lot 26, Block M of said The Commons At Rowe Lane, Phase II A, being also in the east line of proposed The Commons At Rowe Lane, Phase III A, from which a 1/2 inch iron rod with cap (ZWA) found for an ell corner in the north line of said The Commons At Rowe Lane, Phase II A, being also the southeast corner of said proposed The Commons At Rowe Lane, Phase III A, being also a point in the south line of said 71.402 acre tract, being also a point in the north line of said 108.529 acre tract, bears S 07°34'56" W, for a distance of 325.25 feet;

**THENCE**, departing the north line of said The Commons At Rowe Lane, Phase II A, over and across said 71.402 acre tract, being also in the east, north, and west lines of said proposed The Commons At Rowe Lane, Phase III A, the following twelve (12) courses and distances:

1. N 07°34'56" E, for a distance of 62.46 feet to a 1/2 inch iron rod with cap (ZWA) set,
2. N 01°11'05" W, for a distance of 59.26 feet to a 1/2 inch iron rod with cap (ZWA) set,
3. N 06°50'46" W, for a distance of 144.63 feet to a 1/2 inch iron rod with cap (ZWA) set,
4. N 26°26'30" W, for a distance of 166.76 feet to a 1/2 inch iron rod with cap (ZWA) set,
5. S 79°56'23" W, for a distance of 188.87 feet to a 1/2 inch iron rod with cap (ZWA) set,
6. N 86°01'24" W, for a distance of 75.15 feet to a 1/2 inch iron rod with cap (ZWA) set,
7. N 82°29'22" W, for a distance of 520.69 feet to a 1/2 inch iron rod with cap (ZWA) set,
8. S 16°44'31" E, for a distance of 132.41 feet to a 1/2 inch iron rod with cap (ZWA) set,
9. S 73°15'29" W, for a distance of 170.00 feet to a 1/2 inch iron rod with cap (ZWA) set,
10. S 16°44'31" E, for a distance of 258.10 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the right,
11. along said curve to the right, an arc distance of 51.81 feet, said curve having a radius of 575.00 feet, a central angle of 05°09'46" and a chord bearing of S 14°09'38" E for a chord distance of 51.79 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve, and
12. S 11°34'45" E, for a distance of 268.36 feet to a 1/2 inch iron rod with cap (ZWA) set for the southeast corner of said proposed The Commons At Rowe Lane, Phase III A, being also an angle point in the common line of said 71.402 acre tract and 108.529 acre tract, being also an angle point in the said north line of The Commons At Rowe Lane, Phase II

A, being also the northeast corner of Lot 2, Block H, a 1.315 acre Drainage Way and Parkland Lot of the said The Commons At Rowe Lane, Phase II A, being also the northwest corner of Meridian Boulevard;

**THENCE**, leaving the said proposed The Commons At Rowe Lane, Phase III A, along the said common line of said 71.402 acre tract and 108.529 acre tract, being also the north line of said The Commons At Rowe Lane, Phase II A, being also the north line of said Lot 2, Block H of said The Commons At Rowe Lane, Phase II A, S 72°46'45" W, passing at a distance of 296.69 feet, the southwest corner of said 71.402 acre tract, being also an ell corner in the north line of said 108.529 acre tract, for a total distance of 316.72 feet for the southwest corner of the of the herein described tract, also being in the east line of The Commons At Rowe Lane, Phase II B, a subdivision of record in Document No. 201100082, of the Official Public Records of Travis County, Texas, being also in the east line of Windmill Ranch Avenue;

**THENCE**, over and across said 108.529 acre tract and said 71.402 acre tract, being also in the said east line of The Commons At Rowe Lane, Phase II B, being also in the east line of said Windmill Ranch Avenue the following five (5) courses and distances:

1. N 17°13'15" W, for a distance of 851.03 feet to a 1/2 inch iron rod found at the beginning of a curve to the right,
2. along said curve to the right, passing at an arc distance of 33.92 feet, the said common line of 108.529 acre tract and 71.402 acre tract, for a total arc distance of 39.27 feet, said 39.27 foot curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing of N 27°46'45" E for a chord distance of 35.36 feet to a 1/2 inch iron rod found at the end of said curve,
3. N 17°13'15" W, for a distance of 60.00 feet to a 1/2 inch iron rod found at the beginning of a curve to the right,
4. along said curve to the right, passing at an arc distance of 5.37 feet, the said common line of 71.402 acre tract and 108.529 acre tract, for a total arc distance of 39.27 feet, said 39.27 foot curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing of N 62°13'15" W for a chord distance of 35.36 feet to a 1/2 inch iron rod found at the end of said curve, and
5. N 17°13'15" W, for a distance of 360.73 feet to the **POINT OF BEGINNING** and containing 24.502 acres of land.

**BEARING BASIS**

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

**REFERENCES**

ZWA PLAT NO. 11-1002-11 CARL III-B-Sheets 1-3.dwg





## Item 9

# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By:** Don Grigsby **Phone #:** 854-7560

**Division Director/Manager:** Anna Bowlin

**Department Head/Title:** Steven M. Manila, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Eckhardt, Precinct Two

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) Consider and take appropriate action on an exemption from platting requirements for The Steiner Ranch MU-11 Condominium project – fifty five (55) single-family detached units; and
- B) Approve a construction agreement.

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

The proposed condominium project includes the construction of 55 new residential units with parking, driveways, drainage and utility infrastructure to support the project. The development will take access from Steiner Ranch Boulevard, a public street located in Steiner Ranch Subdivision. The project has met all requirements of the Travis County Emergency Services District 6 and has been approved.

Water will be provided by an existing approved public water system, and sewage services will be provided by sewerage facilities permitted by TCEQ. Detention and water quality facilities are proposed for the development.

### **STAFF RECOMMENDATIONS:**

As this condominium site plan application meets Travis County standards, TNR staff supports granting an exemption to platting for the proposed condominium project.

### **ISSUES AND OPPORTUNITIES:**

The project is being built on one of the last remaining developable tracts of land within the Steiner area. Neighborhood groups don't want to see additional development because of the existing congestion within Steiner Ranch due to the limited access to the subdivision. The project is located on Steiner Ranch Boulevard and not on Quinlan Park road which helps mitigate some of the impact on traffic. The project is also directly abutting the existing school site at the corner of Steiner Ranch and Quinlan Park Road allowing pedestrian access to from the site. The project has

two access driveways connecting to Steiner Ranch Boulevard, providing dual access to the site.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**EXHIBITS/ATTACHMENTS:**

Condominium Construction Agreement

Site location map

Site plan

**REQUIRED AUTHORIZATIONS:**

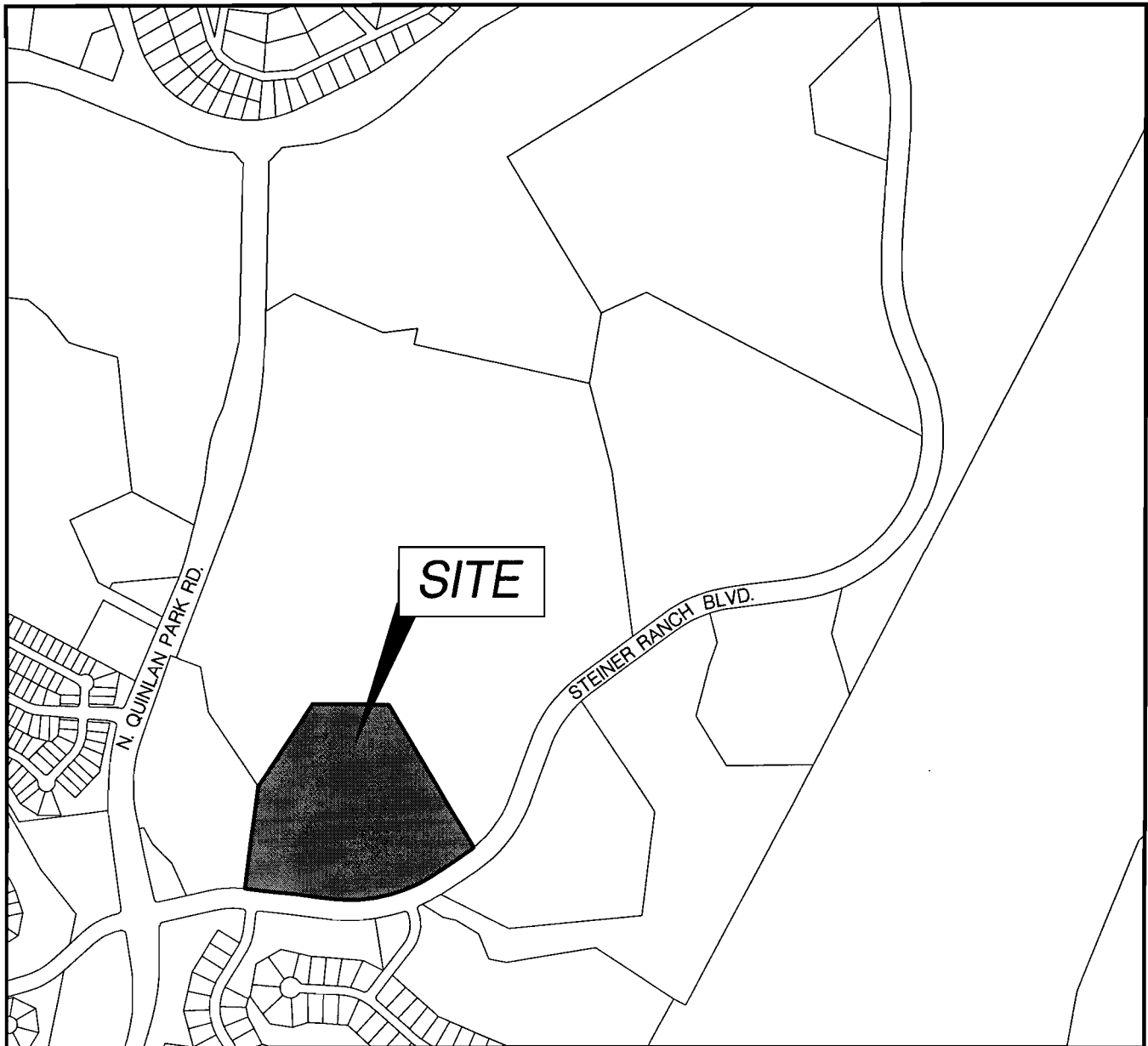
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**AB:DG:dg**

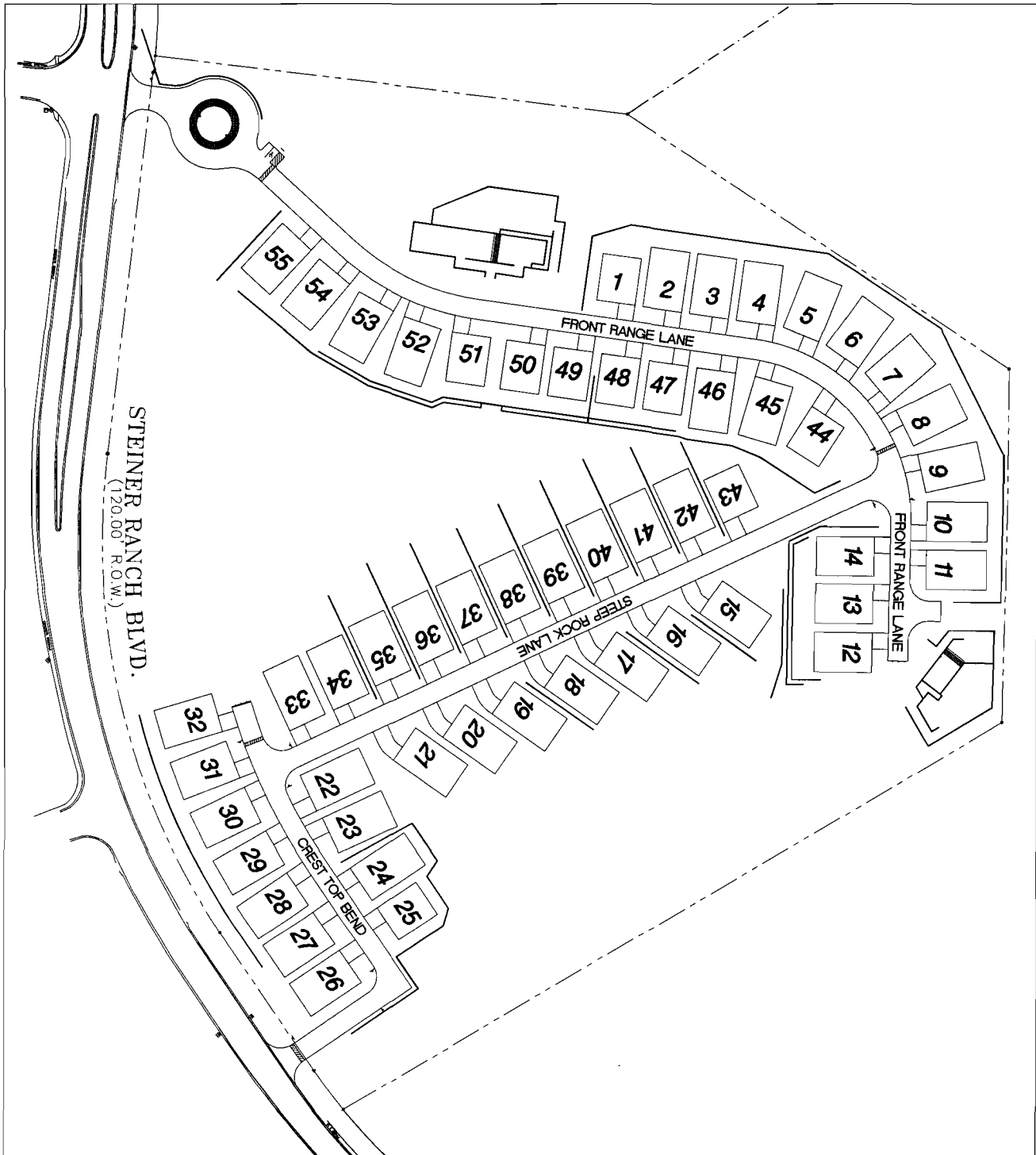
**1101 - Development Services Long Range Planning- 0870**

**STEINER RANCH MU-11**  
**4200 STEINER RANCH BLVD.**  
**AUSTIN, TEXAS 78732**



**MAPSCO PAGE 491**  
**GRID B31**

**VICINITY MAP**  
**(NOT TO SCALE)**



STEINER RANCH MU-11  
SITE PLAN EXHIBIT  
4200 STEINER RANCH BLVD.  
AUSTIN, TEXAS

HANRAHAN • PRITCHARD ENGINEERING, INC.  
CONSULTING ENGINEERS  
(TX. PE FIRM REG. #416)  
8333 Cross Park Drive  
AUSTIN, TEXAS 78754  
OFFICE: 512.459.4734 FAX: 512.459.4752  
info@hp-eng.com

**HPE**

File: Projects/	Snapshot:	SHEET 01 of 01
Job No.	Scale (Hor.): N.T.S.	
Scale (Vert.): N.T.S.	Scale (Vert.): N.T.S.	
Date: 04/19/13	Checked By:	
	Drawn By:	

**STEINER RANCH MU-11**  
**CONDOMINIUM CONSTRUCTION AGREEMENT**  
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between **Taylor Woodrow Communities/Steiner Ranch LTD**, a Texas Limited Partnership acting herein by and through **Adib Khoury, Vice President**, (the “**Developer**”), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the “**County**”), hereinafter collectively referred to as the “**Parties**”, for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the “**Regime**”) on approximately 24.38 acres of real property located in Travis County, Texas, known as Lot 1, Block B, Steiner Ranch Phase Two, Section 11, a subdivision of recorded in Document No. 200600385 of the Official Public Records of Travis County and more particularly described on Exhibit “A” (the “**property**”) and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the “**Private Roadway**”) and drainage improvements (the “**Drainage Improvements**”) described in the **Construction Plans for Steiner Ranch MU-11**, (“**Construction Plans**”).

C. The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted on Exhibit “B”.

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway and Drainage Improvements with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agrees as follows:

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepares, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit “C” for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

3. If the Developer makes any revision to the Construction Plans modifying the Private Roadway or Drainage Improvements or the phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Roadway.

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of **\$16,770.50**. In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, in the total amount of **\$3,510.00**, to be paid prior to the issuance of the construction permit for each phase.

5. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties and cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of equitable remedies may, and probably will, be necessary in the event of a violation of the restriction. If any provision of this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the Parties, this agreement will be construed as if the unenforceable provision had never been a part of this agreement.

EXECUTED to be effective on the date fully executed by the parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Taylor Woodrow Communities/Steiner Ranch  
LTD, a Texas limited partnership

By: TWC/Steiner Ranch, LLC, a Texas limited  
liability company, its general partner

By: 

Printed Name: Adib Khoury

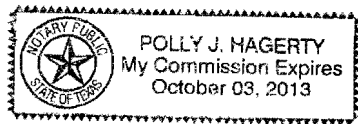
Title: Vice President

Date: 4.18.13

THE STATE OF TEXAS       §

COUNTY OF TRAVIS       §

This instrument was acknowledged before me this 18<sup>th</sup> day of April, 2013, by  
Adib Khoury, Vice President of TWC/Steiner Ranch, LLC, a Texas limited liability company, as General  
Partner of Taylor Woodrow Communities/Steiner Ranch LTD., a Texas limited liability partnership, on behalf  
of said partnership.



  
Notary Public Signature

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

Date: \_\_\_\_\_

THE STATE OF TEXAS       §

COUNTY OF TRAVIS       §

The instrument was acknowledged before me on the day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ of Travis County, Texas in the capacity stated.

\_\_\_\_\_  
Notary Public, State of Texas

After Recording Return to:  
Travis County, Texas  
Attn: Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767





*Land Surveyors, Inc.*

*8333 Cross Park Drive*

*Austin, Texas 78754*

*Office: 512.374.9722*

*Fax: 512.873.9743*

“EXHIBIT A”

### METES AND BOUNDS DESCRIPTION

BEING 24.38 ACRES OF LAND, OUT OF THE HATTIE E. HANCOCK SURVEY NUMBER 72 IN TRAVIS COUNTY, TEXAS AND BEING THAT SAME TRACT OF LAND PREVIOUSLY KNOWN AS LOT 1, BLOCK B, STEINER RANCH PHASE TWO, SECTION 11; A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200600385 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2” rebar found for the southwest corner of said Lot 1, Block B, Steiner Ranch Phase Two, Section 11, same being the southeast corner of a 14.23 acre tract of land conveyed to Leander Independent School District by instrument of record in Volume 12398, Page 1136 of the Real Property Records of Travis County, Texas and also being in the north right-of-way line of Steiner Ranch Boulevard (120.00’ R.O.W.) [Point of Beginning coordinates: Northing= 10109769.2607; Easting= 3069250.5075; combined scale factor= 0.99990368; convergence to grid= 01°15’44”];

THENCE North 07°02’24” East (record: North 07°03’59” East), along the west line of Lot 1, Block B, Steiner Ranch Phase Two, Section 11 and the east line of said 14.23 acre tract a distance of 595.19 feet (record: 594.98 feet) to a rebar found with plastic cap, which reads “C+B” for an angle point in the west line of Lot 1, Block B, Steiner Ranch Phase Two, Section 11 and being the northeast corner of the 14.23 acre tract and also being an angle point in the south line of Lot 1, Replat of Steiner Ranch Commercial Tract 12; a subdivision of record in Document number 200100150 of the Official Public Records of Travis County, Texas;

THENCE continuing along the west, north and east lines of Lot 1, Block B, Steiner Ranch Phase Two, Section 11 and the southerly line of said Lot 1, Replat of Steiner Ranch Commercial Tract 12 the following three (3) courses:

1. North 33°30’31” East a distance of 572.00 feet (record: North 33°31’02” East a distance of 572.09 feet) to a 1/2” rebar found with plastic cap, which reads “Carter & Burgess” for the northwest corner of Lot 1, Block B, Steiner Ranch Phase Two, Section 11;
2. South 88°58’33” East a distance of 439.00 feet (record: South 88°59’01” East a distance of 438.84 feet) to a 1/2” rebar found with plastic cap, which reads “Carter & Burgess” for the northeast corner of Lot 1, Block B, Steiner Ranch Phase Two, Section 11;
3. South 30°35’01” East a distance of 956.94 feet (record: South 30°35’28” East a distance of 957.02 feet) to a 1/2” rebar found with plastic cap, which reads “Carter & Burgess” for the southeast corner of Lot 1, Block B, Steiner Ranch Phase Two, Section 11 and being a point

in the south line of Lot 1, Replat of Steiner Ranch Commercial Tract 12 and also being in said north right-of-way line of Steiner Ranch Boulevard;

THENCE along the south line of Lot 1, Block B, Steiner Ranch Phase Two, Section 11 and the north right-of-way line of Steiner Ranch Boulevard the following five (5) courses:

1. along a non-tangential curve to the right, having a radius of 669.32 feet (record: 669.32 feet), a length of 61.17 feet (record: 61.17 feet), delta angle of  $05^{\circ}14'11''$  (record:  $05^{\circ}14'11''$ ) and a chord which bears South  $53^{\circ}23'08''$  West a distance of 61.15 feet (record: South  $53^{\circ}22'41''$  West a distance of 61.15 feet) to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc." for a point of tangency;
2. South  $56^{\circ}01'09''$  West a distance of 210.43 feet (record: South  $55^{\circ}59'46''$  West a distance of 210.48 feet) to a 1/2" rebar found with plastic cap, which reads "CFE" for a point of curvature;
3. along a tangential curve to the right, having a radius of 874.38 feet (record: 874.38 feet), a length of 626.72 feet (record: 626.76 feet), a delta angle of  $41^{\circ}04'02''$  (record:  $41^{\circ}04'12''$ ) and a chord which bears South  $76^{\circ}32'18''$  West a distance of 613.39 feet (record: South  $76^{\circ}31'52''$  West a distance of 613.43 feet) to a cotton spindle found for a point of tangency;
4. North  $82^{\circ}55'36''$  West a distance of 488.55 feet (record: North  $82^{\circ}56'02''$  West a distance of 488.55 feet) to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc." for a point of curvature;
5. along a tangential curve to the left, having a radius of 632.60 feet (record: 632.60 feet), a length of 9.63 feet (record: 10.00 feet), a delta angle of  $00^{\circ}52'18''$  (record:  $00^{\circ}54'21''$ ) and a chord which bears North  $85^{\circ}28'59''$  West a distance of 9.62 feet (record: North  $83^{\circ}23'12''$  West a distance of 10.00 feet) to the POINT OF BEGINNING.

This parcel contains 24.38 acres of land, more or less, out of the Hattie E. Hancock Survey Number 72 in Travis County, Texas.

Bearing Basis: Texas State Plane coordinates, Central Zone, NAD 83 (CORS 96).  
Combined Scale Factor: 0.99990522.

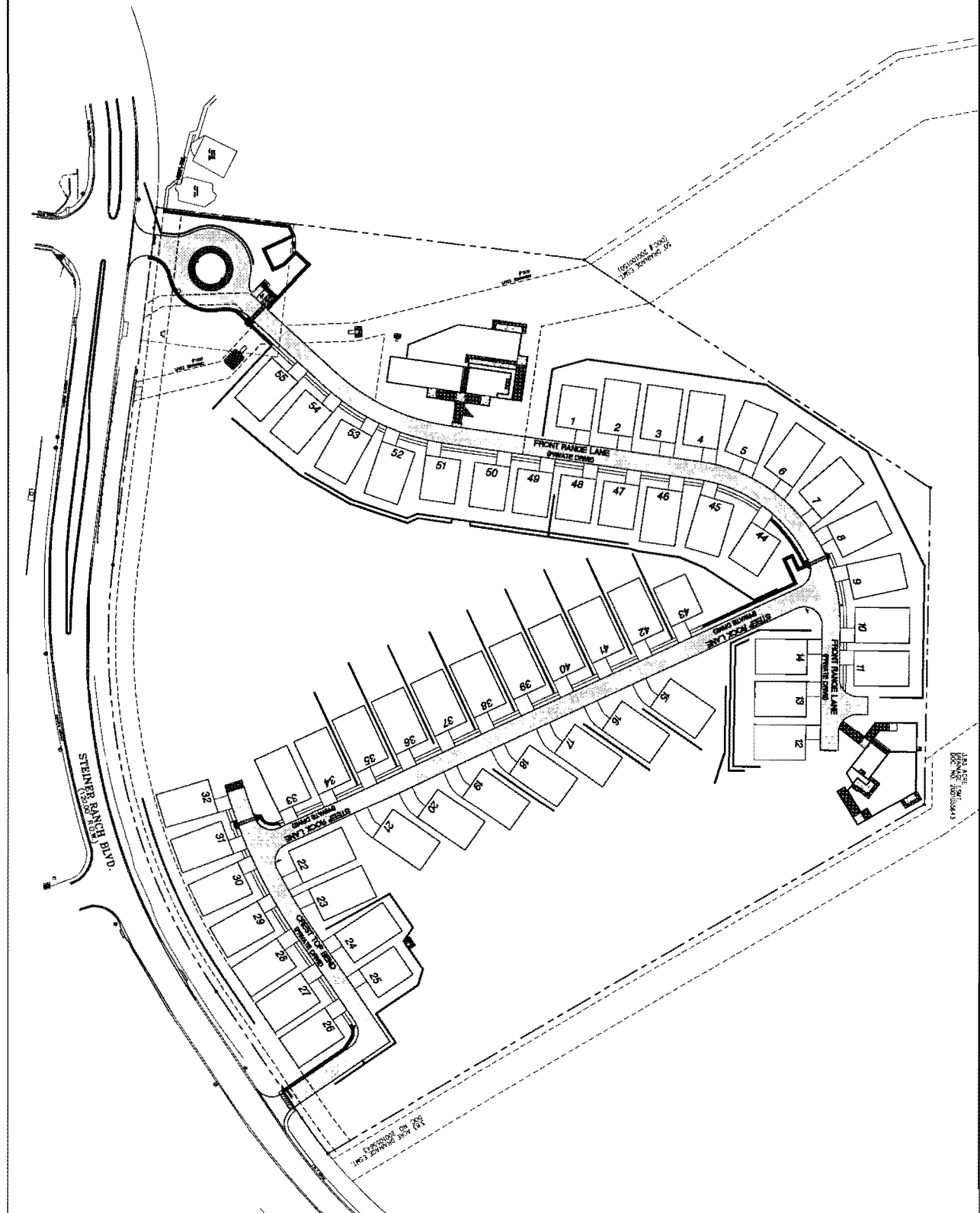
*Ronnie Wallace 12 June 2012*  
Ronnie Wallace                      Date  
Registered Professional Land Surveyor  
State of Texas No. 5222



File: S:\Projects\Steiner Ranch\Documents\Fieldnotes\Steiner Ranch MU 11 Final Plat\_fn.doc  
Dwg: S:\Projects\Steiner Ranch\Dwg\Steiner Ranch MU 11 Final Plat.dwg

REFERENCES:  
TCAD MAP:  
AUSTIN GRID:

# EXHIBIT B



**EXHIBIT "C"**

Release of Condominium Construction Agreement

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS     §

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Agreement" which is filed of record as Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas (the "**Construction Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit "\_\_\_" attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF TRAVIS     §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, \_\_\_\_\_ of Travis County, Texas, a political subdivision of t he State of Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public Signature

**STEINER RANCH MU-11**  
**CONDOMINIUM CONSTRUCTION AGREEMENT**  
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between **Taylor Woodrow Communities/Steiner Ranch LTD**, a Texas Limited Partnership acting herein by and through **Adib Khoury, Vice President**, (the “**Developer**”), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the “**County**”), hereinafter collectively referred to as the “**Parties**”, for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the “**Regime**”) on approximately 24.38 acres of real property located in Travis County, Texas, known as Lot 1, Block B, Steiner Ranch Phase Two, Section 11, a subdivision of recorded in Document No. 200600385 of the Official Public Records of Travis County and more particularly described on Exhibit “A” (the “**property**”) and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the “**Private Roadway**”) and drainage improvements (the “**Drainage Improvements**”) described in the **Construction Plans for Steiner Ranch MU-11**, (“**Construction Plans**”).

C. The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted on Exhibit “B”.

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway and Drainage Improvements with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agrees as follows:

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepares, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit “C” for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

3. If the Developer makes any revision to the Construction Plans modifying the Private Roadway or Drainage Improvements or the phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Roadway.

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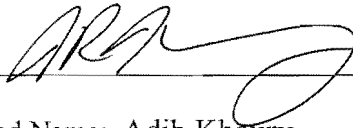
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EXECUTED to be effective on the date fully executed by the parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

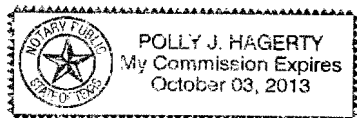
Taylor Woodrow Communities/Steiner Ranch  
LTD, a Texas limited partnership

By: TWC/Steiner Ranch, LLC, a Texas limited  
liability company, its general partner

By:   
Printed Name: Adib Khoury  
Title: Vice President  
Date: 4.18.13

THE STATE OF TEXAS       §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me this 18<sup>th</sup> day of April, 2013, by  
Adib Khoury, Vice President of TWC/Steiner Ranch, LLC, a Texas limited liability company, as General  
Partner of Taylor Woodrow Communities/Steiner Ranch LTD., a Texas limited liability partnership, on behalf  
of said partnership.



  
Notary Public Signature

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

Date: \_\_\_\_\_

THE STATE OF TEXAS       §

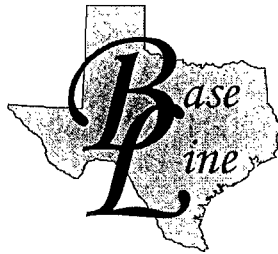
COUNTY OF TRAVIS       §

The instrument was acknowledged before me on the day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ of Travis County, Texas in the capacity stated.

\_\_\_\_\_  
Notary Public, State of Texas

After Recording Return to:  
Travis County, Texas  
Attn: Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767





*Land Surveyors, Inc.*

*8333 Cross Park Drive*

*Austin, Texas 78754*

*Office: 512.374.9722*

*Fax: 512.873.9743*

“EXHIBIT A”

### METES AND BOUNDS DESCRIPTION

BEING 24.38 ACRES OF LAND, OUT OF THE HATTIE E. HANCOCK SURVEY NUMBER 72 IN TRAVIS COUNTY, TEXAS AND BEING THAT SAME TRACT OF LAND PREVIOUSLY KNOWN AS LOT 1, BLOCK B, STEINER RANCH PHASE TWO, SECTION 11; A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200600385 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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2. South 88°58’33” East a distance of 439.00 feet (record: South 88°59’01” East a distance of 438.84 feet) to a 1/2” rebar found with plastic cap, which reads “Carter & Burgess” for the northeast corner of Lot 1, Block B, Steiner Ranch Phase Two, Section 11;
3. South 30°35’01” East a distance of 956.94 feet (record: South 30°35’28” East a distance of 957.02 feet) to a 1/2” rebar found with plastic cap, which reads “Carter & Burgess” for the southeast corner of Lot 1, Block B, Steiner Ranch Phase Two, Section 11 and being a point

in the south line of Lot 1, Replat of Steiner Ranch Commercial Tract 12 and also being in said north right-of-way line of Steiner Ranch Boulevard;

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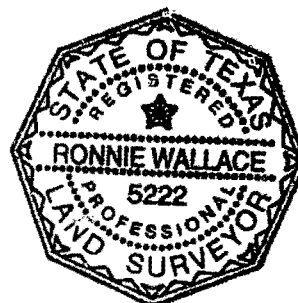
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2. South  $56^{\circ}01'09''$  West a distance of 210.43 feet (record: South  $55^{\circ}59'46''$  West a distance of 210.48 feet) to a 1/2" rebar found with plastic cap, which reads "CFE" for a point of curvature;
3. along a tangential curve to the right, having a radius of 874.38 feet (record: 874.38 feet), a length of 626.72 feet (record: 626.76 feet), a delta angle of  $41^{\circ}04'02''$  (record:  $41^{\circ}04'12''$ ) and a chord which bears South  $76^{\circ}32'18''$  West a distance of 613.39 feet (record: South  $76^{\circ}31'52''$  West a distance of 613.43 feet) to a cotton spindle found for a point of tangency;
4. North  $82^{\circ}55'36''$  West a distance of 488.55 feet (record: North  $82^{\circ}56'02''$  West a distance of 488.55 feet) to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc." for a point of curvature;
5. along a tangential curve to the left, having a radius of 632.60 feet (record: 632.60 feet), a length of 9.63 feet (record: 10.00 feet), a delta angle of  $00^{\circ}52'18''$  (record:  $00^{\circ}54'21''$ ) and a chord which bears North  $85^{\circ}28'59''$  West a distance of 9.62 feet (record: North  $83^{\circ}23'12''$  West a distance of 10.00 feet) to the POINT OF BEGINNING.

This parcel contains 24.38 acres of land, more or less, out of the Hattie E. Hancock Survey Number 72 in Travis County, Texas.

Bearing Basis: Texas State Plane coordinates, Central Zone, NAD 83 (CORS 96).

Combined Scale Factor: 0.99990522.

*Ronnie Wallace* 12 June 2012  
Ronnie Wallace Date  
Registered Professional Land Surveyor  
State of Texas No. 5222



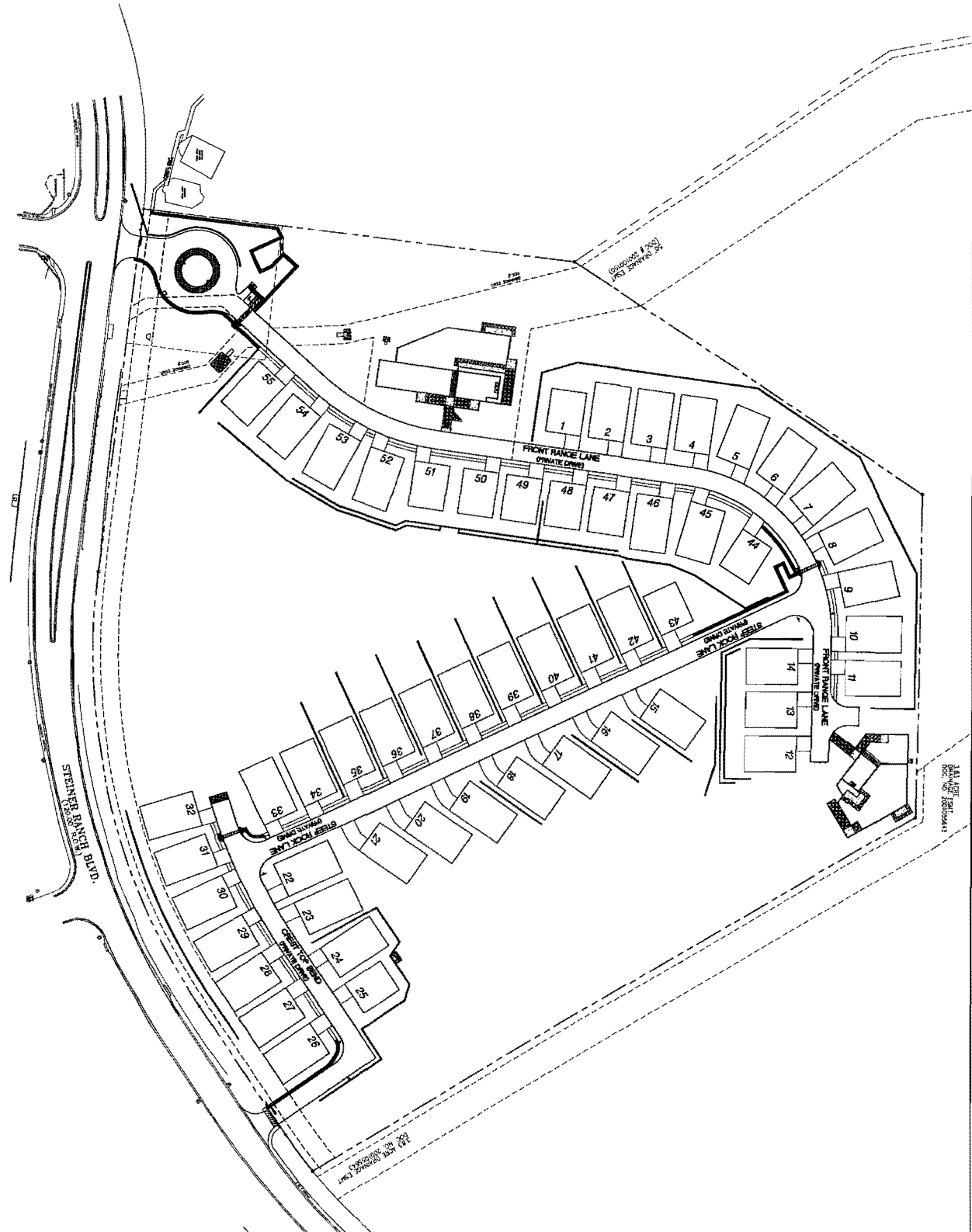
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Dwg: S:\Projects\Steiner Ranch\Dwg\Steiner Ranch MU 11 Final Plat.dwg

REFERENCES:

TCAD MAP:

AUSTIN GRID:

# EXHIBIT B



File: Projects/ STEINER MU-11/DWG/SITEPLAN	Job No. 230-01	Snapshot: OVERALL
Scale (Hor): N.T.S.	Scale (Vert): N/A	
Date: 04/18/18	Checked By: BRJ	Drawn By: MM
Revision 1:		
Revision 2:		
Revision 3:		
Revision 4:		

STEINER RANCH MU-11  
EXHIBIT B  
4200 STEINER RANCH BLVD.  
AUSTIN, TEXAS

HANRAHAN • PRITCHARD ENGINEERING, INC.  
CONSULTING ENGINEERS  
CIVIL, PE, PPA, REG. 4490  
8333 Cross Park Drive  
AUSTIN, TEXAS 78754  
OFFICE: 512.458.4794 FAX: 512.458.4732  
info@hpe-eng.com

**HPE**

**EXHIBIT "C"**

Release of Condominium Construction Agreement

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS     §

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Agreement" which is filed of record as Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas (the "**Construction Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit " " attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF TRAVIS     §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, \_\_\_\_\_ of Travis County, Texas, a political subdivision of t he State of Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public Signature



## Item 10

# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By:** Greg Chico **Phone #:** 44659

**Division Director/Manager:** Steven M. Manilla, P.E., County Executive

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

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests in Precinct Three:

- A) An offer-to-sell temporary easement rights for Parcel # 10TE, received from William E. Oglesby for construction of a driveway apron as part of the Bee Creek Road Improvement 2011 Bond project; and
- B) An offer-to-sell temporary easement rights for Parcel # 12TE, received from Bee Creek Stables L.P. for construction of a driveway apron as part of the Bee Creek Road Improvement 2011 Bond project.

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

A) In late March, 2013, TNR staff contacted an owner of land along Bee Creek Road with regards to future construction and planning for a new roadway. During those discussions, this owner (William E. Oglesby) agreed to present an offer-to-sell a real property interest via a license agreement for temporary use of the owner's property (Parcel # 10TE), to enable the County to enter onto the owner's property for the purposes of building a smooth, new driveway apron. The owner's offer-to-sell is for \$431.

B) In early April, 2013, TNR staff contacted an owner of land along Bee Creek Road with regards to future construction and planning for a new roadway. During those discussions, this owner (Bee Creek Stables, L.P.) agreed to present an offer-to-sell a real property interest via a license agreement for temporary use of the owner's property (Parcel # 12TE), to enable the County to enter onto the owner's property for the purposes of building a smooth, new driveway apron. The owner's offer-to-sell is for \$600.

### **STAFF RECOMMENDATIONS:**

A) TNR staff recommends acceptance of the offer-to-sell for \$431.00 from Mr. Oglesby, owner of Parcel # 10TE.

B) TNR staff recommends acceptance of the offer-to-sell for \$600.00 from Bee Creek Stables, L.P., owner of Parcel # 12TE.

### **ISSUES AND OPPORTUNITIES:**

A) This proposed agreement (attached as Exhibit "A") represents an opportunity for Travis County to acquire the rights for use of private property described as Parcel # 10TE -- as needed for the Bee Creek Road Improvement, 2011 Bond project -- at a reasonable cost.

B) This proposed agreement (attached as Exhibit "B") represents an opportunity for Travis County to acquire the rights for use of private property over Parcel # 12TE -- as needed for the Bee Creek Road Improvement, 2011 Bond project -- at a reasonable cost.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

A) Total funds needed for the proposed agreement and purchase of Parcel # 10TE are \$431.00, and the source for such a purchase is in place within the 2011 Bond, Bee Creek Roadway project budget.

B) Total funds needed for the proposed agreement and purchase of Parcel # 12TE are \$600.00, and the source for such a purchase is in place within the 2011 Bond, Bee Creek Roadway project budget.

### **EXHIBITS/ATTACHMENTS:**

A) Proposed License Agreement for Parcel # 10TE is attached as Exhibit "A"

B) Proposed License Agreement for Parcel # 12TE is attached as Exhibit "B"

### **REQUIRED AUTHORIZATIONS:**

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

### **CC:**

Steve Sun, P.E.	CIP Manager	TNR	854-9383
Tony Valdez, P.E.	Project Manager	TNR	854-9383
Greg Chico	Real Estate Manager	TNR	854-4659
Dee Heap	Real Estate Rep.	TNR	854-7647
Donna Williams-Jones	Financial Services	TNR	854-9383

**SM:GC:gc**

**3101 - Public Works/CIP- Bee Creek Road; 2011 Bond**



LICENSE AGREEMENT  
FOR  
TEMPORARY CONSTRUCTION AREA

STATE OF TEXAS	§	PROJECT: Bee Creek Road
	§	
COUNTY OF TRAVIS	§	PARCEL # 10TE

WHEREAS, William E. Oglesby hereinafter called LICENSOR, whether one or more, who is the owner of 3 acres according to the real property records of Travis County, Texas conveyed by Warranty Deed recorded in Document NO. 201102889TR, of the Real Property Records of Travis County Texas, hereinafter referred to as the PROPERTY; and

WHEREAS, LICENSOR is aware that certain improvements to Bee Creek Road are proposed by TRAVIS COUNTY, hereinafter called LICENSEE, and that the improvements will require entering onto the PROPERTY for the purpose of matching driveway to grade;

WHEREAS, LICENSOR is aware that certain improvements to Bee Creek Road are proposed by TRAVIS COUNTY, hereinafter called LICENSEE, and that the improvements will require entering onto the PROPERTY for the purpose of constructing improvements to Bee Creek Road;

NOW, THEREFORE, the LICENSOR grants the following:

I. GRANT OF LICENSE.

LICENSOR does hereby grant and demise unto LICENSEE and its contractors the right to enter the PROPERTY for the purposes of constructing the roadway and LICENSOR'S driveway for a smooth transition to the new roadway; subject to the conditions as set out below in Section III.

II. TEMPORARY CONSTRUCTION AREA.

LICENSEE agrees to limit its construction activities to the area as shown on Exhibit "A" attached hereto and made a part hereof.

### III. CONDITIONS.

In consideration for the above-mentioned grant of license, LICENSEE agrees to do the following:

1. No tree within the Temporary Construction Area may be removed or disturbed without prior approval of the LICENSOR.
2. Vehicular access to and from the PROPERTY will be allowed and maintained at all times.
3. The Temporary Construction Area will be restored to substantially the same condition which existed prior to the construction activities.

### IV. CONSIDERATION

In consideration for this grant of LICENSE, and temporary use of LICENSEE'S PROPERTY identified in Exhibit "A", LICENSEE agrees to pay LICENSOR FOUR-HUNDRED, THIRTY-ONE AND NO / 100's (\$431.00) within sixty (60) days following execution of this License Agreement, as full and just compensation.

### IV. TERMINATION.

This License shall terminate upon completion of the work within the Temporary Construction Area.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

LICENSOR: William E. Oglesby

By: \_\_\_\_\_  
William E. Oglesby

LICENSEE: TRAVIS COUNTY, TEXAS

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

ACKNOWLEDGMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013, by William E. Oglesby.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
  
\_\_\_\_\_  
Printed Name of Notary Public  
My commission expires:\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013, by Samuel T. Biscoe, Travis County Judge.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
  
\_\_\_\_\_  
Printed Name of Notary Public  
My commission expires:\_\_\_\_\_

LICENSE AGREEMENT  
FOR  
TEMPORARY CONSTRUCTION AREA

STATE OF TEXAS	§	PROJECT: Bee Creek Road
	§	
COUNTY OF TRAVIS	§	PARCEL # 12TE

WHEREAS, Bee Creek Stables, LP., hereinafter called LICENSOR, whether one or more, who is the owner of 17.5020 acres according to the real property records of Travis County, Texas conveyed by Warranty Deed recorded in Document No.2003121569TR, of the Real Property Records of Travis County Texas, hereinafter referred to as the PROPERTY; and

WHEREAS, LICENSOR is aware that certain improvements to Bee Creek Road are proposed by TRAVIS COUNTY, hereinafter called LICENSEE, and that the improvements will require entering onto the PROPERTY for the purpose of matching driveway to grade;

NOW, THEREFORE, the LICENSOR grants the following:

I. GRANT OF LICENSE.

LICENSOR does hereby grant and demise unto LICENSEE and its contractors the right to enter the PROPERTY for the purposes of constructing the roadway and LICENSOR'S driveway for a smooth transition to the new roadway; subject to the conditions as set out below in Section III.

II. TEMPORARY CONSTRUCTION AREA.

LICENSEE agrees to limit its construction activities to the area as shown on Exhibit "A" attached hereto and made a part hereof.

III. CONDITIONS.

In consideration for the above-mentioned grant of license, LICENSEE agrees to do the following:

1. No tree within the Temporary Construction Area may be removed or disturbed without prior approval of the LICENSOR.

2. Vehicular access to and from the PROPERTY will be allowed and maintained at all times.
3. The Temporary Construction Area will be restored to substantially the same condition which existed prior to the construction activities.

#### IV. CONSIDERATION

In consideration for this grant of LICENSE, and temporary use of LICENSEE'S PROPERTY identified in Exhibit "A", LICENSEE agrees to pay LICENSOR SIX-HUNDRED AND no / 100's (\$600.00) within sixty (60) days following execution of this License Agreement, as full and just compensation.

#### IV. TERMINATION.

This License shall terminate upon completion of the work within the Temporary Construction Area.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

LICENSOR: Bee Creek Stables, L.P.

By: \_\_\_\_\_  
Signature of authorized representative

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSEE: TRAVIS COUNTY, TEXAS

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

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as an authorized representative of LICENSOR, in the capacity of \_\_\_\_\_ of Bee Creek Stables, L.P.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\_\_\_\_\_  
Printed Name of Notary Public  
My commission expires:\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013, by Samuel T. Biscoe, Travis County Judge.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\_\_\_\_\_  
Printed Name of Notary Public  
My commission expires:\_\_\_\_\_



## Item 12



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By/Phone Number:** Christy Moffett, LMSW 854-3460

**Elected/Appointed Official/Dept. Head:**

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on a request to approve the certificate of exemption from environmental assessment not to exceed \$15,000 for appraisals to be conducted on two easement acquisitions needed for the Program Year 2012 Lake Oak Estates Street Improvement Project through the Community Development Block Grant program with funding provided by HUD.

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

The final environmental report for Lake Oak Estates will be on the Court's agenda for consideration in the next couple of weeks; however, the County needs to move forward with beginning the appraisal process for two drainage easements needed for the project. This cost is considered exempt as it has no impact on the human environment and is considered a planning and strategy study for the project. The cost is not to exceed \$15,000.

In the HUD grant agreement, which is signed by Travis County, it states: "The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulation issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58." In 24 CFR Part 58.2(A)(2), it states "Certifying Officer means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of Sec. 58.13." In 58.13, it states " Under the terms of the certification required by

Sec. 58.71, a responsible entity's certifying officer is the "responsible Federal official" as that term is used in section 102 of NEPA and in statutory provisions cited in Sec. 58.1(b). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5. The Certifying Officer must also:

- a) Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
- b) Ensure that the responsible entity reviews and comments on all EISs prepared for Federal projects that may have an impact on the recipient's program.

In the past, the County Attorney's Office has determined that the County Judge is identified as the Certifying Official; and is therefore responsible for signing the forms on behalf of the County.

#### **STAFF RECOMMENDATIONS:**

Staff recommends the approval of the certification of exemption for the appraisals. Per 24 CFR Part 58.34(a)(1), environmental and other studies, resource identification and the development of plans and strategies are exempt from environmental assessment. The U.S. Department of Housing and Urban Development (HUD) requires an authority of the grantee to certify the findings of the environmental review. Staff recommends the Court authorize the County Judge as said authority and allow signature of the HUD required documents provided as attachments.

#### **ISSUES AND OPPORTUNITIES:**

Approval of the exemptions allows CDBG staff to remain in compliance with HUD environmental review standard, and allows the appraisal process to begin.

#### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Completion of the exemptions allows Travis County to request reimbursement for the expenses related to the aforementioned expenses as well as enter into contracts as needed.

## **REQUIRED AUTHORIZATIONS:**

Legal.

cc:

Leslie Browder, PBO  
Diana Ramirez, PBO  
Jason Walker, Purchasing Office  
DeDe Bell, Auditor's Office  
Steven Manilla, TNR  
Cynthia McDonald, TNR  
Gregory Chico, TNR

Jessica Rio, PBO  
Cyd Grimes, Purchasing Office  
Nicki Riley, Auditor's Office  
Janice Cohoon, Auditor's Office  
Lee Turner, TNR  
Dee Heap, TNR  
Mary Etta Gerhardt, CA Office

**Certification of Exemption for HUD funded projects**

Determination of activities listed at 24 CFR 58.34(a)  
May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas

Project Name: PY 2012 Lake Oak Estates  
Street Improvement Project, Phase 2,  
Appraisal Costs

**Project Description (Include all actions which are either geographically or functionally related):**

As a part of the street improvement project for Lake Oak Estates, two drainage easements are needed to complete Phase 3; therefore, appraisals are needed.

Location: Lake Oak Estates Subdivision in Precinct 3Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI OtherFunding Amount: NTE \$ 15,000Grant Number: B-12-UC-48-503**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

<b>X</b>	1. Environmental & other studies, resource identification & the development of plans & strategies;
	2. Information and financial services;
	3. Administrative and management activities;
	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe  
Responsible Entity Certifying Official Name

Travis County Judge  
Title (please print)

Responsible Entity Certifying Official Signature

05/14/2013  
Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

## Item 13



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**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

County Judge's Office, (512)854-9555

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

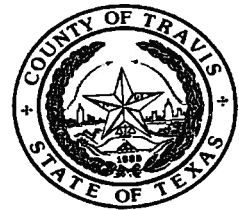
**BUDGET AMENDMENTS AND TRANSFERS****FY 2013****5/14/2013****AMENDMENTS**

<b>BA#</b>	<b>IO/WBS</b>	<b>FUND</b>	<b>COST CENTER</b>	<b>COMMITMENT</b>	<b>Dept.</b>	<b>Line Item</b>	<b>Increase</b>	<b>Decrease</b>	<b>Pg #</b>
A1		0001	106002	510060	County Auditor	Communication Supp & Equip		63,031.00	1
		0001	198000	580010	Reserves	TO: Allocated Reserves	63,031.00		
A2		0001	198000	580010	Reserves	Allocated Reserves		\$1,000.00	3
		0001	117001	595010	Historical Comm	County Contribution to Grants	\$1,000.00		
A3		0001	19800	580010	Reserves	Allocated Reserves		29,371.00	6
		0001	137032	501010	Sheriff's Office	Salaries - POPS	\$7,181.00		
		0001	137032	506010	Sheriff's Office	FICA - OASDI	\$444.00		
		0001	137032	506020	Sheriff's Office	Medicare	\$103.00		
		0001	137032	506050	Sheriff's Office	Retirement Contribution	\$923.00		
		0001	137032	506060	Sheriff's Office	Worker's Compensation	\$352.00		
		0001	137012	510050	Sheriff's Office	Clothing & Uniforms	\$4,258.00		
		0001	137012	510180	Sheriff's Office	Law Enforcement Supp & Equip	\$990.00		
		0001	137012	510190	Sheriff's Office	Medical/Dental Supp & Equip	\$3,050.00		
		0001	137012	510060	Sheriff's Office	Communication Supp & Equip	\$12,070.00		
A4		0001	124001	500050	Criminal Courts	Salaries - Regular Employees		\$22,398.00	6
		0001	124001	506010	Criminal Courts	FICA - OASDI		1,390.00	
		0001	124001	506020	Criminal Courts	Medicare		326.00	
		0001	124001	506030	Criminal Courts	Medical Insurance		5,886.00	
		0001	124001	506040	Criminal Courts	Life Insurance		67.00	
		0001	124001	506050	Criminal Courts	Retirement Contribution		2,888.00	
		0001	124001	506060	Criminal Courts	Worker's Compensation		45.00	
		0001	137032	501010	Sheriff's Office	Salaries - POPS	\$22,398.00		
		0001	137032	506010	Sheriff's Office	FICA - OASDI	\$1,390.00		
		0001	137032	506020	Sheriff's Office	Medicare	\$326.00		
		0001	137032	506030	Sheriff's Office	Medical Insurance	\$5,886.00		
		0001	137032	506040	Sheriff's Office	Life Insurance	\$67.00		
		0001	137032	506050	Sheriff's Office	Retirement Contribution	\$2,888.00		
		0001	137032	506060	Sheriff's Office	Worker's Compensation	\$45.00		

**OTHER**

O1 Approve cell phone allowances for two positions in the Information Technology Services Department

12




PLANNING AND BUDGET OFFICE  
TRAVIS COUNTY, TEXAS

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**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Jessica Rio, Budget Director, Planning and Budget 

**DATE:** May 8, 2013

**SUBJECT:** Budget Adjustment Returning BEFIT operating funds to Allocated Reserve

The Commissioners Court received an update on the SAP financial system (Project BEFIT) project budget and modules on May 7<sup>th</sup>. Information presented at that briefing included a memo that stated that the County Auditor had submitted a budget adjustment to return \$63,031 to the General Fund Allocated Reserve because it has been determined that these funds will not be needed by the end of FY 13 for either Phase I or II. Since the transfer is to a reserve line item, PBO does not have the authority to process this adjustment as an automatic and recommends approval by Commissioners Court as this adjustment will increase the Allocated Reserve by \$63,031 to a revised total (prior to the approval of any other budget adjustments being considered) of \$5,403,381.

**CC:** Christina Adair, County Auditor's Office  
Leslie Browder, PBO  
Diana Ramirez, PBO  
Nicki Riley, County Auditor



**Header Information for Entry Doc Number****400002449**

Doc. Number	400002449	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc. Year	2013	Doc. Date	Apr 30, 2013
Value Type	Budget	Version	0	Doc. Type	TRAN
Budget Type	1	Fiscal Year	2013	Year. Cash. Eff	
Process UI	TRAN	Process	SEND	Original. Applic.	BWB
				Doc. Family	

**Additionnal Data**

Creator	ADAI RC	Creation Date	May 7, 2013	Creation Time	13:48:49
Resp. Person		Year Cohort		Public Law	

Header Text BEFIT FY13 Re-budget Reconciliation

Legislation

TextName

**Lines****Total**  
**Document****63,031**From County Auditor (BEFIT)  
USD to GF Allocated

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1060020001	510060	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-63,031	
000002	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-63,031	



May 9, 2013



## PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca, Ste. 1560  
P.O. Box 1748  
Austin, Texas 78767

### MEMORANDUM

**TO:** Members of Commissioners Court  
**FROM:** Aerin-Renee Toussaint, Budget Analyst  
**DATE:** May 14, 2013  
**RE:** Transfer from the Allocated Reserve for Approved Grant

A handwritten signature in blue ink, appearing to be "Aerin-Renee Toussaint", is written over the "RE:" line of the memorandum.

The Travis County Historical Commission is requesting the transfer of \$1,000 from the Allocated Reserve to the Historical Commission, to correct a PBO error.

During FY 12, The Travis County Historical Commission received a donation of \$1,000 from the members of the Travis County Archeological Society (TCAS). This donation was intended to support the CLG grant project on the Ransom and Sarah Williams Farmstead. The additional funds offered by the TCAS were offered to allow for expanded deliverables, in terms of enhanced graphics, increased number of publications, new web materials or other technology.

The grant budget was set at \$16,000, comprised of the \$7,500 grant award, \$7,500 county cash match, and \$1,000 donation. Work on the Ransom and Sarah Williams Farmstead had not yet begun at the end of FY 12, so PBO re-budgeted the County's cash grant match in the FY 13 budget. PBO neglected to also re-budget the donation from TCAS, and this \$1,000 fell to ending fund balance.

The error in budgeting came to light recently as the Ransom Williams Farmstead project has now begun and invoices from the vendor have been received. In order to pay the vendor and complete the project as scheduled, PBO recommends a one-time transfer from the Allocated Reserve in the amount of \$1,000. The Travis County Historical Commission has a total budget for FY 13 of \$1,942, and the department cannot absorb this amount.

PBO recommends approval of this request.

**cc:** Leslie Browder, County Executive, PBO  
Jessica Rio, Budget Director, PBO  
Travis Gatlin, Diana Ramirez, PBO  
Bob Ward, Chair, Travis County Historical Commission



## Travis County Historical Commission

May 3, 2013

Travis County Commissioners

Greetings,

The Travis County Historical Commission is requesting the transfer of \$1,000 from the Allocated Reserve to the Historical Commission budget, to replace an amount that was not re-budgeted in our department's budget in FY 13, in order to supplement a grant project already underway in Travis County.

On March 7th 2012, Commissioners Court approved the acceptance of a \$7,500 grant award from the Texas Historical Commission for the Ransom and Sarah Williams Farmstead project. Commissioners Court also approved a Travis County cash match of \$7,500 for the project. In FY 12, we received a donation of \$1,000 from the Travis County Archeological Society (TCAS) for the project. This donation was not added to our FY 13 budget.

The Travis County Historical Commission has now begun work on this project, coordinating the development of educational materials for the Williams Farmstead site in southern Travis County. At this time, we would like to request the remainder of the funds so that we can complete the work on the Ransom and Sarah Williams Farmstead project. Our department budget is small and we are not able to internally fund this amount, as it represents 51% of our total budget for the year.

Thanks,

Bob Ward  
Chair

**Header Information for Entry Doc Number****400002502**

Doc. Number 400002502

Doc. Status Preposted

FM Area 1000

Budget. Cate. Payment

Doc. Year 2013

Doc. Date May 7, 2013

Value Type Budget

Version 0

Doc. Type TRAN

Budget Type 2

Fiscal Year 2013

Year. Cash. Eff

Process UI TRAN

Process SEND

Original. Applic. BWB

Doc. Family

**Additional Data**

Creator ASHBURT

Creation Date May 7, 2013

Creation Time 13:02:20

Resp. Person

Year Cohort

Public Law

Header Text

Legislation

TextName

**Lines****Total**  
**Document**

1,000

USD from Allocated Reserves to  
Historical Commission

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,000	
000002	0001		1170010001	595010	1650	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,000	

 May 9, 2013



## PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS

700 Lavaca Street  
Suite 1560  
Austin, Texas 78701

### MEMORANDUM

**TO:** Members of Commissioners Court

**FROM:** Victoria Ramirez, Budget Analyst *VR*

**DATE:** May 7, 2013

**RE:** Transfer of Budget and FTE Authorization for the Transition of Two Criminal Courts' Bailiff Positions to Travis County Sheriff's Office

Over the last several years, acting on a 2005 recommendation by the Travis County Security Committee, the Criminal Courts have begun requesting that their vacant Bailiff positions be converted to Certified Peace Officers (CPOs) in the Travis County Sheriff's Office (TCSO) to serve as Bailiffs and provide uniformed security for individual courts. The last time this occurred was in February 2012 when the Commissioners Court approved this change for the 340th Criminal District Court. The FY 13 Adopted Budget includes an earmark against the General Fund Allocated Reserve for \$42,497 that was recommended by PBO in anticipation that a Bailiff position might become vacant this fiscal year and resources might be requested for this purpose. As a part of these changes in the past, the Criminal Courts have typically transferred their remaining budget for a vacant Bailiff position to the TCSO while requesting that funds from the Allocated Reserve be transferred to TCSO for any remaining costs. Once approved, PBO has then adjusted the budget and FTE authorization for both departments to reflect the on-going budget requirements for the next fiscal year.

Due to the retirements of two Bailiffs, the Criminal Courts have submitted a request for the transition of two Bailiff positions to CPO Grade 82 positions in the Sheriff's Office in FY 13:

- County Court-at-Law #7 Bailiff – (Position 30001527) retired 4/30/2013
- 147th District Court Bailiff – (Position 30001494) will retire 6/30/2013

To date, five of the 14 District and County Criminal Courts have transitioned their Bailiff positions to TCSO. If this request from two additional Courts is approved, then the remaining seven courts will likely request the same change over time through attrition.

PBO has coordinated with the Criminal Courts and TCSO on the attached budget adjustments that will transfer \$33,000 from the Criminal Courts and \$29,371 from the General Fund Allocated Reserve to TCSO in order to provide a CPO for the County Court-at-Law #7 effective May 14, 2013 and a CPO for the 147th District effective July 1, 2013. The ongoing cost in FY 14

for the transition of the positions to TCSO beyond the reduction in the Criminal Courts is \$30,673.

PBO recommends approval of the budget amendments of \$33,000 from the Criminal Courts and \$29,371 from the General Fund Allocated Reserve and related FTE changes to continue the established transition of moving vacant Criminal Court Bailiff positions to TCSO. Once approved, PBO will adjust each department's budget and FTE authorization for the next fiscal year accordingly in preparation for the FY 14 Preliminary Budget. As these are the only two Bailiff retirements planned, the department does not anticipate further requests from this earmark on General Fund Allocated Reserve for the remainder of FY 13.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, PBO  
Debra Hale, Tonya Watson, Joseph Kertz, Criminal Courts  
Greg Hamilton, Travis County Sheriff  
Major Long, Terri Brown, Paul Matthews, Maria Wedhorn, Meg Seville, TCSO

**Header Information for Entry Doc Number****400002457**

Doc. Number 400002457      Doc. Status Preposted      FM Area 1000

Budget. Cate. Payment      Doc. Year 2013      Doc. Date May 7, 2013

Value Type Budget      Version 0      Doc. Type TRAN

Budget Type 1      Fiscal Year 2013      Year. Cash. Eff

Process UI TRAN      Process SEND      Original. Applic. BWB      Doc. Family

**Additional Data**

Creator WEDHORM      Creation Date May 7, 2013      Creation Time 10:38:11

Resp. Person      Year Cohort      Public Law

Header Text      Legislation

TextName

**Lines****Total  
Document**


29 371

USD

from Allocated Reserves  
to TCSO

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-29,371	PO serve as Bailiffs for Crim. Court
000002	0001		1370320001	501010	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-7,181	
000003	0001		1370320001	506010	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-444	
000004	0001		1370320001	506020	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-103	
000005	0001		1370320001	506050	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-923	
000006	0001		1370320001	506060	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-352	
000007	0001		1370120001	510050	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-4,258	
000008	0001		1370120001	510180	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-990	

8



May 9, 2013

updated 5-9-13 at 2:40pm

Line	Fund	Funds center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Line Text	
000009	0001		1370120001	510190	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-3,050	
000010	0001		1370120001	510060	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-12,070	



**Header Information for Entry Doc Number****400002492**

Doc. Number 400002492      Doc. Status Preposted      FM Area 1000

Budget. Cate. Payment      Doc. Year 2013      Doc. Date May 7, 2013

Value Type Budget      Version 0      Doc. Type TRAN

Budget Type 1      Fiscal Year 2013      Year. Cash. Eff

Process UI TRAN      Process SEND      Original. Applic. BWB      Doc. Family

**Additional Data**

Creator KERTZJ      Creation Date May 7, 2013      Creation Time 09:58:51

Resp. Person JOE KERTZ      Year Cohort      Public Law

Header Text Transfer Salary &amp; Benefits for Deputies to TCSO

Legislation

TextName

**Lines****Total**  
**Document****33000**

USD

*from Criminal Courts  
to TCSO*

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1240010001	500050	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-22,398	Transfer Salary to TCSO from Criminal Courts
000002	0001		1240010001	506010	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,390	Transfer FICA Tax-OASDI to TCSO from Criminal Crts
000003	0001		1240010001	506020	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-326	Transfer FICA Tax-Medicare to TCSO from Crim Crts
000004	0001		1240010001	506030	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-5,886	Transfer Medical Ins Benefit-TCSO from Crim Crts
000005	0001		1240010001	506040	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-67	Transfer Life Ins Benefit to TCSO from Crim Crts
000006	0001		1240010001	506050	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-2,888	Transfer Retirement Contrib to TCSO from Crim Crts
000007	0001		1240010001	506060	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-45	Transfer Workers Comp to TCSO from Crim Crts
000008	0001		1370320001	501010	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-22,398	Transfer Salary to TCSO from Criminal Courts

*[Signature]**May 9, 2013*

Line	Fund	Funds center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Line Text	
000009	0001		1370320001	506010	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,390	Transfer FICA Tax-OASDI to TCSO from Criminal Crts
000010	0001		1370320001	506020	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-326	Transfer FICA Tax-Medicare to TCSO from Crim Crts
000011	0001		1370320001	506030	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-5,886	Transfer Medical Ins Benefit-TCSO from Crim Crts
000012	0001		1370320001	506040	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-67	Transfer Life Ins Benefit to TCSO from Crim Crts
000013	0001		1370320001	506050	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-2,888	Transfer Retirement Contrib to TCSO from Crim Crts
000014	0001		1370320001	506060	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-45	Transfer Workers Comp to TCSO from Crim Crts



## PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS

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700 Lavaca, Ste 1560  
P.O. Box 1748  
Austin, Texas 78767

May 1, 2013

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

A handwritten signature in dark ink, appearing to read "Katie Petersen", is written over the name in the "From:" line.

Re: Cell phone allowance

Information Technology Services is requesting to internally fund a monthly cellular allowance for two staff members (positions 30000387 & 30000384) who use their personal phone for a significant amount of work-related business. According to Travis County Code Chapter 39 of the Wireless Communications Policy, PBO is required to place the item on the Commissioners Court agenda.

PBO concurs with this request. No actual budget transfer is needed at this time because there is sufficient funding in the appropriate line items.

CC: Tanya Acevedo, Interim CIO  
Walter Lagrone, ITS  
Randy Lott, ITS  
Leslie Browder, PBO  
Jessica Rio, PBO

Rev. 6-22-2010

Gave to  
Randy**Travis County Monthly Cellular Service Allowance REQUEST**

**FORM** Pursuant to Travis County Code, Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular service allowances within my Office/Department.

*[Signature]*  
Official/Department Head Signature and Date

4/25/13  
effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
NOOPUR GUPTA, 589071, <sup>pos# 30000387</sup> SYSTEM ENGINEER II	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
GARY PANNELL, 742193, <sup>pos# 36000384</sup> SYSTEM Architect I	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:**

Reviewed by PBO

*[Signature]* 4/30/13  
signature and date

Approved by Commissioner's Court

Date

Processed by Auditor's Office

signature and date

Return a copy to: Brad Bearden, Emergency & Wireless Communications Manager  
Travis County Emergency Services Phone 854-4895 Fax 854-4786 Email  
Brad.Bearden@co.travis.tx.us

**Allocated Reserve Status (580010)**

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945			Beginning Balance
(\$10,000)	TNR	10/16/12	Clean Air Force 2013
(\$11,388)	Various	Various	Approved by CC for FY13 portion of ACC intern program
(\$378,290)	HHS	11/6/12	Parenting in Recovery Program
(\$1,881)	TNR	11/13/12	Constable Staffing
(\$135,679)	Constable Pct. 1	11/15/12	Constable Staffing
(\$10,000)	County Attorney	11/20/12	Legal Advisory Services
(\$240,179)	HRMD	12/4/12	Benefits income adjustment
(\$12,537)	Tax Office	12/11/12	Reclassification of two positions
(\$7,067)	JP Pct. 5	12/28/12	DPS backlog-drivers license revocation
(\$80,000)	TNR	1/22/13	East Metro Park Multi-Purpose Court
(\$46,900)	TNR	1/29/13	Recycling Program
(\$11,700)	Facilities	2/5/2013	Move for Dist. Clerk to Gault basement
(\$190,642)	County Attorney	3/12/2013	County Attorney Litigation Staff
(\$21,592)	ITS	3/12/2013	County Attorney Litigation Staff
(\$250,000)	Facilities	3/26/2013	Remodel 10th Floor @700 Lavaca Bldg.
(\$51,500)	CJP	4/16/2013	APD Chemist backlog
(\$115,940)	Cons. Pct. 1	4/23/2013	Constable Staffing
(\$5,300)	Criminal Courts	4/30/2013	Veterans Court program
<b>\$5,340,350</b>	<b>Current Balance</b>		

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

Amount	Explanation
(\$137,676)	Civil Courts – Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$214,774)	Criminal Courts – Veterans Court Grant
(\$42,497)	Criminal Courts – Bailiff to CPO transition Cost
(\$175,000)	Crim Cts Legally Mandated Fees – Atty Fees & Other Ct Costs for Capital Cases
(\$12,714)	CSCD – MSS Adjustments
(\$36,000)	District Clerk – Collections Software
(\$20,000)	Emergency Services – Hazardous Materials Disposal
(\$200,000)	General Admin – HUB Requirements Disparity Study (\$35,595 funds from State, restricted-use for this purpose)
(\$100,000)	Health & Human Services – PromoSalud Scholarships and Workforce Development
(\$150,000)	HRMD – Revised Tuition Reimbursement Policy
(\$14,497)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
<b>(\$2,446,340)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$2,894,010</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>

**Capital Acquisition Resources Account Reserve Status (580070)****CAR RESERVE TRANSFERS**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$2,813,944			Beginning Balance
(\$8,000)	ITS	11/27/12	IT Infrastructure for FMD Projects
(\$82,552)	EMS	12/11/12	Fire fighting aircraft
(\$649,975)	ITS	1/15/13	Data storage tapes
(\$58,040)	Facilities	1/15/13	Renovation of HMS Courthouse Rm118
(\$60,000)	Facilities	1/15/13	Gault HVAC renovation project
(\$42,283)	TNR	1/29/13	Technical Correction FY 12 Budget Amendment
(\$46,306)	Facilities	2/5/13	Gault basement renovations-Dist. Clerk
(\$35,142)	Facilities	2/19/13	FFE for ongoing renovation of 700 Lavaca
(\$112,944)	Facilities	3/26/13	Remodel 10th Floor @ 700 Lavaca Bldg.
(\$39,957)	TNR	4/29/13	Motorcycle Replacement for TCSO
(\$35,000)	Purchasing	4/30/13	Forklift - Purchasing Warehouse
<b>\$1,643,745 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Reserves Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
\$ (817,300)	ITS Infrastructure for FMD Projects
\$ (38,046)	Replacement Boat Motors for Lake Unit
\$ (100,000)	Guardrail-New Installations
\$ (90,000)	Failing Vehicles
\$ (50,000)	Sidewalks-ADA Upgrades
\$ (250,000)	FM 1626 ROW Purchases
<b>\$ (1,345,346)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$298,399 Remaining CAR Reserve Balance After Possible Future Expenditures**

**Emergency Reserve Status (580120)**

Amount	Dept Transferred Into	Date	Explanation
\$2,016,924			Beginning Balance
<b>\$2,016,924 Current Reserve Balance</b>			

**Fuel & Utility Reserve Status (580130)**

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Planning Reserve Status (580210)**

Amount	Dept Transferred Into	Date	Explanation
\$5,496,000			Beginning Balance
<b>\$5,496,000 Current Reserve Balance</b>			

**Juvenile Justice TYC (580260)**

Amount	Dept Transferred Into	Date	Explanation
\$418,959			Beginning Balance
<b>\$418,959 Current Reserve Balance</b>			

**Smart Bldg. Facility Maintenance Reserve Status (580240)**

Amount	Dept Transferred Into	Date	Explanation
\$160,778			Beginning Balance
<b>\$160,778 Current Reserve Balance</b>			

**IJS/FACTS Reserve Status (580160)**

Amount	Dept Transferred Into	Date	Explanation
\$2,164,795			Beginning Balance
(\$196,951)	ITS	10/23/12	OnBase Software
(\$717,746)	ITS	11/6/12	CUC TechShare
(\$1,146,096)	ITS	12/18/2012	TechShare
<b>\$104,002 Current Reserve Balance</b>			

**Transition Reserve Status (580300)**

Amount	Dept Transferred Into	Date	Explanation
\$101,889			Beginning Balance
<b>\$101,889 Current Reserve Balance</b>			

**Reserve for State Cuts Status (580310)**

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

**Starflight Maintenance Reserve Status (580320)**

Amount	Dept Transferred Into	Date	Explanation
\$1,001,050 \$ (96,000)	EMS	4/9/13	Beginning Balance Helicopter Mtn/Rpr
<b>\$905,050 Current Reserve Balance</b>			

**1115 Waiver Reserve Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Interlocals Reserve Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$2,166,175 (\$1,483,173)	Emergency Services	11/13/12	Beginning Balance Regional Radio Service Interlocal
<b>\$683,002 Current Reserve Balance</b>			

**Annualization Reserve Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$65,768			Beginning Balance
<b>\$65,768 Current Reserve Balance</b>			



**Salary Savings Reserve Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
<b>\$400,000 Current Reserve Balance</b>			

**Unallocated Reserve Status (580015)**

Amount	Dept Transferred Into	Date	Explanation
\$57,195,853			Beginning Balance
(\$2,302,015)	EMS	12/11/12	Reimbursement Resolution
(\$2,941,500)	ITS	12/11/12	Reimbursement Resolution
(\$877,000)	TNR	12/11/12	Reimbursement Resolution
(\$901,912)	FMD	12/11/12	Reimbursement Resolution
<b>\$50,173,426 Current Reserve Balance</b>			

## Item 14



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 05/14/2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Victoria Ramirez, Planning and Budget, 854-6039

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive,  
Planning and Budget

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

Review and approve biannual application to the Office of the Attorney General to continue the Victim Coordinator and Liaison Grant in the District Attorney's Office.

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

Item is to submit a renewal application for an existing victim support program. Grant has a two year term, so the application is through 2015.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

No match required.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office

Leslie Browder

County Judge's Office

David Salazar

## TRAVIS COUNTY

5/14/2013

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2013

*The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.  
This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.*

	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
<b><i>Application</i></b>												
<b>A</b>	119	Victim Coordinator and Liaison Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$0	\$0	\$84,000	-	R	S	8

***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 2013 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, 2012, 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
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	10/30/2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	7/1/13- 6/30/14	\$34,306	\$0	\$0	\$0	\$34,306	-	12/4/2012
145	Juvenile Treatment Drug Court	9/30/2013- 9/29/2014	\$199,970	\$0	\$0	\$0	\$199,970	-	1/8/2013
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/13 - 08/31/14	\$61,334	\$6,814	\$0	\$0	\$68,148	-	1/22/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$50,495	\$324,753	\$0	\$0	\$375,248	6.80	1/22/2013
147	Emergency Management Performace Grant	10/01/12 - 09/30/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	2/5/2013
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	2/5/2013
137	TxDOT Impared Driving Mobilization	03/1/13 - 09/30/13	\$16,906	\$5,684	\$0	\$0	\$22,590	-	2/5/2013
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$233,124	\$0	\$0	\$0	\$233,124	2.00	2/19/2013
124	Veterans Commission Grant	07/01/13 - 06/30/14	\$49,470	\$0	\$0	\$0	\$49,470	-	2/19/2013
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	2/19/2013
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	2/19/2013
145	Enhancing Services for Victims of Crime	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.00	2/19/2013
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	\$0	\$0	\$201,111	0.23	2/19/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	3/5/2013
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	3/26/2013
158	Basic Transportation Needs Fund (Bus Pass Program)	09/01/13 - 08/31/14	\$5,790	\$0	\$0	\$0	\$5,790	-	4/9/2013
145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	\$0	\$0	\$60,000	-	4/16/2013
157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	\$0	\$0	\$0	\$6,000	-	4/16/2013
137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	\$0	\$0	\$0	\$40,568,231	-	4/16/2013
137	SCATTIF Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$1,001,869	\$134,184	\$258,235	\$0	\$1,394,288	12.00	4/30/2013
145	Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs	10/01/13 - 09/30/16	\$644,987	\$0	\$0	\$0	\$644,987	-	4/30/2013
119	Other Victim Assistance Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$28,129	\$0	\$112,129	1.00	5/7/2013
*Amended from original agreement.			\$46,070,575	\$675,430	\$631,149	\$73,588	\$47,450,742	40.05	

**FY 2013 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, 2012.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12 - 3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012 - 8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program-SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12-12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12-6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	\$0	\$0	\$0	\$86,000	-	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	\$0	\$0	\$0	\$25,000	-	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10-9/30/13	\$400,000	\$0	\$0	\$0	\$400,000	-	12/28/2012
145	Juvenile Front End Therapeutic Services Program*	09/01/11-08/31/12	\$17,617	\$0	\$0	\$0	\$17,617	-	1/22/2013
145	Residential Substance Abuse Treatment Program*	10/01/11 - 09/30/12	\$132,063	\$47,512	\$0	\$0	\$179,575	1.00	1/22/2013
145	Eagle Resource Project*	09/01/11-08/31/12	\$34,628	\$0	\$0	\$0	\$34,628	-	1/22/2013
137	Sheriff's Office Command & Support Vessel*	09/01/12 - 06/30/13	\$250,000	\$0	\$0	\$0	\$250,000	-	1/29/2013
137	2010 UASI-Tactical Response Vehicle*	08/01/2010 - 07/31/12	\$475,000	\$0	\$0	\$0	\$475,000	-	2/12/2013
147	2010 HSGP _ Travis County Haz. Mat. Detection and Decontamination Equipment and Related Maintenance*	08/01/2010 - 07/31/12	\$39,938	\$0	\$0	\$0	\$39,938	-	2/12/2013
155	Justice Reinvestment Initiative	03/01/13 - 02/28/15	\$300,000	\$0	\$0	\$0	\$300,000	-	2/19/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	2010 UASI Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	\$250,000	\$0	\$0	\$0	\$250,000	1.00	2/26/2013
155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	\$0	\$0	\$0	\$69,012	-	2/26/2013
159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	\$0	\$0	\$0	\$10,101	-	2/26/2013
158	Targeted Low Income Weatherization Program	03/01/13 - 11/30/13	\$54,850	\$0	\$0	\$0	\$54,850		4/9/2013
158	DOE Weatherization Assistance Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	4/9/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/13 - 06/30/14	\$35,000	\$0	\$0	\$0	\$35,000	0.65	4/16/2013
158	Basic Transportation Needs Fund Bus Pass Program	09/01/12 - 08/31/13	\$5,790	\$0	\$0	\$0	\$5,790	-	4/16/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$16,832	\$309,604	\$15,149	\$0	\$341,585	6.00	4/23/2013
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	04/01/13 - 03/31/14	\$100,000	\$0	\$0	\$0	\$100,000	-	4/30/2013
158	Comprehensive Energy Assistance Program	01/01/13 - 12/31/13	\$2,637,219	\$0	\$0	\$0	\$2,637,219	4.00	4/30/2013
*Amended from original agreement.			\$14,971,031	\$400,027	\$214,286	\$0	\$15,585,344	23.08	



**FY 2013 Grants Summary Report****Permission to Continue**

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	Yes
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	Yes
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	Yes
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	Yes
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	Yes
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	Yes
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	No
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	N/A	No
158	Comprehensive Energy Assistance Program	1/1/2013-12/31/2013	\$29,196	\$200,000	\$229,196	4.00	3/31/2013	1/8/2013	N/A	No
158	Low Income Home Energy Program	04/01/13 - 03/31/14	\$0	\$100,000	\$100,000	-	6/30/2013	4/2/2013	N/A	No
158	Comprehensive Energy Assistance Program**	1/1/2013-12/31/2013	\$29,196	\$300,000	\$329,196	4.00	6/30/2013	4/2/2013	N/A	No
<b>Totals</b>			<b>\$334,807</b>	<b>\$600,000</b>	<b>\$934,807</b>	<b>16.00</b>				



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	District Attorney's Office - Victim/Witness Director	
<b>Contact Person/Title:</b>	Liza Friend/Director	
<b>Phone Number:</b>	854-9079	

<b>Grant Title:</b>	Victim Coordinator and Liaison Grant		
<b>Grant Period:</b>	From: <input type="text" value="9/1/2013"/>	To: <input type="text" value="8/31/2015"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Office of the Attorney General		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 84,000	\$ 0	\$ 0	\$ 0	\$ 84,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 84,000	\$ 0	\$ 0	\$ 0	\$ 84,000
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	# victims served	5020	5859	5500	5100
2.	ratio of service actions to victims & witnesses	18.5:1	15.4:1	20.4:1	14.9:1
3.					
+ - Measures for the Grant					
1.	#victims served	707	727	725	725
	Outcome Impact Description				
2.	#information/referral actions	1586	1744	1500	1500
	Outcome Impact Description				
3.	follow-ups with victims	1383	1321	1275	1275
	Outcome Impact Description				

**PBO Recommendation:**

PBO recommends approval of this application in order to continue victim support services as detailed below. The grant has a two-year term. No match is required.

**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 one?**

The purpose of this grant is to assist the District Attorney's Office in addressing the unique needs of victims of domestic violence. The funding will support and expand the collaboration between the District Attorney's Office and SafePlace which currently provides targeted victim support within the criminal justice system to victims of felony domestic violence cases. The goals of the project are: 1) to provide continuity of supportive services to victims of family violence from time of assault to offender's conviction, and 2) to advocate on behalf of the victim and support cooperation with prosecution in family violence cases.

Project activities include: 1) assisting victims referred, 2) linking victims with supportive services at SafePlace, 3) linking victims with other community resources, 4) informing victims about the Crime Victims' Compensation Fund and assisting them in filling out the application, 5) maintaining contact with victims throughout the criminal justice process, and 6) collaborating with the Family Violence Task Force to improve the systematic response to crime.

This is not a new program but a continuation of services currently provided by the District Attorney's Office. These specialized services targeted to assist victims of family violence were begun with the original grant funding in July, 2000. The grant funding enables the District Attorney's Office to contract with SafePlace to provide a full-time Counselor trained in family violence issues.

**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.

No County Match required.

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

The Office of the Attorney General does not allow indirect cost allocations in Victim Coordinator and Liaison Grants.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), 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 the expanded services upon discontinuation of the grant by the grantor.

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

This is not a new program. Funding will allow continuation of the provision of specialized services begun under the previous grant. These services are targeted to victims of family violence that are in need of emotional, informational, educational and advocacy support.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This project is directly tied to the following goals and objectives in the Strategic Plan of the District Attorney's Office:

Maintain victim-focused prosecution.

Objectives: Include the victim throughout the prosecution process.

Enhance supportive services to crime victims.

Promote changes within the community that enhance services to victims of crime.

Improve the administration of justice.

Objective: Foster collaboration with all justice-related agencies, volunteer organizations, service providers and organizations.

Funding for this grant impacts the following Victim/Witness output measures:

# of services to victims and witnesses

# of victims served

# of files reviewed

ratio of follow-up contacts to files reviewed

ratio of services to victims served

**OFFICE OF THE ATTORNEY GENERAL  
CRIME VICTIM SERVICES DIVISION**

**Other Victim Assistance Grants (OVAG)  
Victim Coordinator and Liaison Grants (VCLG)**

**FY 2014-2015 Grant Application Kit**

**REGISTRATION DEADLINE:**

**5:00 p.m. CDT Wednesday, May 1, 2013**

**APPLICATION DEADLINE:**

**5:00 p.m. CDT Wednesday, May 15, 2013**

**This Kit contains the following:**

**I. General Instructions**

**II. Definitions (Output Definitions and General Definitions)**

**III. Specific Instructions for Tabs in Excel Workbook**

**IV. Certifications and Assurances**

**V. Required Documents**

***NOTE: Be sure to download the Excel workbook, which is also part of the Application Kit.  
The Excel workbook is a separate electronic file. See additional instructions in this Kit.***

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## I. GENERAL INSTRUCTIONS

### Other Victim Assistance Grant (OVAG) Program Victim Coordinator and Liaison Grant (VCLG) Program

#### How to Obtain an Application Kit

The Office of the Attorney General (OAG) has posted the Application Kit on the OAG's official agency website at <http://www.oag.state.tx.us/victims/grants.shtml>. Updates and other helpful reminders about the application process will also be posted at this location. Potential Applicants are encouraged to refer to this site regularly.

This Application Kit provides the information and forms necessary to prepare an Application for funding through the OAG Crime Victim Services Division (CVSD) for the OVAG and the VCLG Programs.

- An Applicant may submit an application for either one OVAG or one VCLG, but not both.
- Applicants seeking funding for a VCLG purpose area are limited to registering and applying for VCLG funding only.
- If eligible, an OVAG Applicant may also apply for one SAPCS-State (in a separate application kit). Note: the SAPCS-State application has the same deadline as OVAG.
- An Applicant must register on-line their intent to apply for each grant opportunity.
- A separate Application must be submitted for each grant opportunity.

#### Applicant Registration – Deadline Wednesday, May 1, 2013

All applicants are required to complete on-line Applicant Registration in order to apply for FY 2014-15 grants. To register go to: <http://www.oag.state.tx.us/victims/grants.shtml>.

- The deadline to register is 5:00 p.m. CDT Wednesday, May 1, 2013.
- After registering, applicants will receive a Unique Application Number (UAN).
- The UAN will be used by the OAG to track the receipt of applications and related documents from registered Applicants.
- OVAG applicants only: After completing the registration for an OVAG grant, if eligible, the Applicant will be able to also submit a registration for a SAPCS-State funding opportunity. The applicant will receive a separate UAN for each funding opportunity for which the applicant registers.

The UAN assigned must be included on all documents submitted to the OAG.

On-line Registration is required. If registration is not completed by 5:00 pm CDT Wednesday May 1, 2013, then an Application will not be accepted and is not eligible for funding.

#### Application Submission – Deadline Wednesday, May 15, 2013

**NEW:** Hard copy applications will not be accepted. Only email submissions in the manner described will be reviewed.

The Application consists of an Excel workbook, "Statements Supporting Submission of the Application to the OAG Crime Victim Services Division," "Resolution of Governing Body," Job Descriptions for the personnel requested in the budget, and Collaborative Agreements, if applicable.

The Applicant must submit an OVAG or VCLG Application to be received by the OAG no later than 5:00 p.m. CDT on Wednesday, May 15, 2013 to be considered for funding.

To meet the deadline, the application must be submitted via email **ONLY** (no hard copies) as follows:

- One (1) Application including the following:
  - One (1) Excel Workbook in Microsoft Excel format. A Portable Document Format (PDF) of the Excel workbook is not sufficient.
  - The following documents scanned into one\* PDF :
    - "Statements Supporting Submission of the Application to the OAG Crime Victim Services Division" containing original signatures.
    - "Resolution of Governing Body" containing original signatures. (Please note that the Authorized Official must be designated by signature of the governing body. If the Authorized Official is also a member of the governing body, they must be designated by another member's signature. The Authorized Official cannot sign the Resolution designating the Authorized Official.)
    - Job Description(s) for each position requested on the proposed budget in PDF.
    - Collaborative Agreement(s) for each collaboration (if required by the Applicant to achieve the goals of the proposed project as described in the Application).

\* If the applicant does not have the capability to scan the documents (excluding the Excel Workbook) into one PDF, the OAG will accept these document as separate PDFs. No Microsoft Word or other documents are acceptable.

- The Application (Excel Workbook and required PDF documents) must be sent to the following email address: [grants@texasattorneygeneral.gov](mailto:grants@texasattorneygeneral.gov).
- An auto-reply message will be generated by the OAG for email received at this address. If the Applicant does not receive an auto-reply message, they are strongly encouraged to contact the OAG immediately at (512) 936-1278 to ensure application receipt.

***The OAG accepts no responsibility for delays in submission, electronic or otherwise. Applicants are strongly advised to allow for and anticipate any such delays by submitting the Application as early as possible.***

**For security purposes, the OAG cannot accept Applications submitted in other formats, including walk-in, hand delivery, same day courier service or any other hard copy method of delivery.**



**Proof of submitting a document by email is not proof that the OAG received the information.**

**Please contact the OAG if there are any questions about the method of delivery. The OAG will not consider or fund an Application if it is not filed by the due date, in the manner required.**

**Required Software and Capabilities**

**Microsoft Excel 97 or newer version is required to complete the Application and apply for a grant. Please note that not all versions of Microsoft Excel are the same. If an error message is received, save as .xls, instead of .xlsx. Adobe Reader is required to access the Application Instructions. Adobe Reader can be downloaded for free at [www.adobe.com](http://www.adobe.com). In order to submit the required documents, applicants will need to have the capability to scan documents.**

**Availability of Funds**

**The source of funding is through a biennial appropriation by the Texas Legislature. All funding is contingent upon an appropriation to the OAG by the Texas Legislature. The OAG makes no commitment that an Application, once submitted, or a grant, once funded, will receive subsequent funding.**

**Grant Contract Period - Up to Two Years**

**The term of this grant contract is up to two years from September 1, 2013 through August 31, 2015, subject to and contingent on funding and approval by the OAG. If the grant contract period extends for more than one state fiscal year, the grantee may be required to submit additional documentation relating to the second fiscal year of the grant contract period, including an updated budget. The OAG may base its decision for the second fiscal year funding amounts on the grantee's first year performance, including but not limited to: the timeliness and thoroughness of reporting, effective and efficient use of grant funds and the success of the project in meeting its goals.**

**Eligible Applicants**

**The following entities are eligible to apply under the OVAG Program:**

- Local units of government;
- Non-profit agencies with 26 U.S.C. § 501(c)(3) status; or
- State agencies, including universities.

**The following entities are eligible to apply under the VCLG Program:**

- A local criminal prosecutor may apply for a grant to fund a position, or part of a position, for a victim assistance coordinator.
- A local law enforcement agency may apply for a grant to fund a position or part of a position, for a crime victim liaison.

**Eligible Budget Categories**

- Personnel
- Fringe Benefits
- Professional and Consultant Services
- Travel

- Equipment
- Supplies
- Other Direct Operating Expenses

#### Ineligible Costs

Ineligible costs include, but are not limited to:

- Payment for overtime, out-of-state travel, dues, or lobbying
- Purchasing food and beverages except as allowed under Texas State Travel Guidelines
- Purchasing or leasing vehicles
- Purchasing promotional items or recreational activities
- Paying for travel that is unrelated to the direct delivery of services that supports the OAG funded program
- Paying consultants or vendors who participate directly in writing a grant application
- Paying any portion of the salary or any other compensation for an elected government official
- Payment of bad debt, fines or penalties
- Medical costs, such as Sexual Assault Nurse Examiner fees or salaries, or items paid for by the Crime Victims' Compensation Program
- Purchasing any other products or services the OAG identifies as inappropriate or unallowable
- Any unallowable costs set forth in state or federal cost principles

#### Ineligible Activities

Ineligible activities include, but are not limited to:

- Activities solely for research purposes
- Activities solely for the prosecution of an offender, such as witness coordination, expert witness fees, or prosecutor salaries
- Activities solely for law enforcement purposes, such as investigators or patrol officers
- Probation activities that assist an offender
- Offender-related activities, such as mediation or alcohol/drug abuse counseling
- Activities solely to prevent crime

#### Funding Levels

For each fiscal year of the two-year grant term, the following are the minimum and maximum amounts the OAG will reimburse toward each project funded by this grant. Applications requesting an amount below the minimum or above the maximum may not be considered. If the application is awarded, the budget may be adjusted by the OAG to fit within the minimum and maximum amounts.

Type of Project	Minimum Amount		Maximum Amount	
	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2014	Fiscal Year 2015
<i>OVAG Project</i>	\$20,000	\$20,000	\$42,000	\$42,000
<i>OVAG Statewide Project</i>	\$20,000	\$20,000	\$200,000	\$200,000
<i>VCLG Project</i>	\$20,000	\$20,000	\$42,000	\$42,000

**Match Requirements**

There are no match requirements for the OVAG or VCLG projects.

**Volunteer Requirements**

- The OVAG Program has a volunteer requirement for non-profit Applicants. Governmental Applicants are encouraged, but not required, to use volunteers in some capacity to support the mission of the organization.
- The VCLG Program does not have a volunteer requirement.

**Assistance with Restitution Requirements**

Prosecutor-based victim assistance programs applying for VCLG or OVAG funds will be required to provide the following services in FY 2014- 2015:

- Assistance in making restitution requests; and
- Collaboration with the OAG pursuant to the Texas Code of Criminal Procedure, to ensure restitution is ordered in the appropriate amount to be paid back to the Compensation to Victims of Crime Fund after compensation has been paid to or on behalf of the victim.
- Prosecutors will be required to report on assistance in making restitution requests in the OAG performance report, if a grant award is made.

**State and Federal Requirements**

All Applicants should review and be familiar with the OAG administrative rules governing the OVAG and VCLG Programs. These rules are published in "1 Texas Administrative Code, Chapter 60," found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=4&ti=1&pt=3&ch=60](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=3&ch=60)

In addition to the OAG's administrative rules, Applicants should be familiar with the Uniform Grant Management Standards (UGMS) and relevant Office of Management and Budget (OMB) circulars that relate to state, and if applicable, federal grant funding.

- UGMS can be found at: <http://www.governor.state.tx.us/grants/what>
- OMB Circulars can be found at: <http://www.whitehouse.gov/omb/circulars/>

**Contact Information**

Assistance with technical questions about the Application Kit is available via:

- Email: [grants@texasattorneygeneral.gov](mailto:grants@texasattorneygeneral.gov)
- Phone: (512) 936-1278

Email is the preferred method for submitting questions. Each person submitting a question should include their name, the name of the organization, an email address, a phone number and if

applicable, the Unique Application Number. Please note that OAG staff cannot assist with writing Applications.

#### OVAG Program Requirements

The purpose of the OVAG Program is to provide funds, using a competitive allocation method, to programs that address the unmet needs of victims by maintaining or increasing their access to quality services.

**OVAG Purpose Areas:** Grant contracts awarded under this Application Kit may be used for victim-related services or assistance for the following purposes:

- o Providing direct victim services including, but not limited to, counseling, crisis intervention, assistance with Crime Victims' Compensation, legal assistance, victim advocacy, and information and referral;
- o Providing outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- o Connecting crime victims to services for the purpose of supporting or assisting in their recovery;
- o Training professionals and volunteers to improve their ability to inform victims of their rights, to assist victims in their recovery, or to establish a continuum of care for victims; or
- o Other support for victim-related services or assistance as determined by the OAG.

**OVAG Staffing Requirements:** The funding priority for the OVAG Program is to support positions that provide victim-related services or assistance and in particular to provide direct victim services.

- o A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Benefits budget categories. This requirement applies to all Applicants. The OAG may grant an exception to this requirement for projects that demonstrate a need as described in Tab C, Budget Calculation.
- o An Applicant that requests 85% or more of the total grant amount in the Personnel and Fringe budget categories will be given additional consideration in scoring.
- o An Applicant is limited to no more than six positions. Please note: Separating positions due to job sharing is included in the six position maximum.
- o Each position listed on the budget can only be associated with one employee. Job sharing can be identified by listing the position on the budget separately as many times as necessary to include all employees who share the job.
- o Job descriptions are required and must be submitted for all positions requesting funding. Each position listed must have a job description. Job descriptions must be submitted with the application. Job descriptions must reflect activities that relate to the project's goals and must be appropriately proportionate to the time spent on duties and projects funded by the OVAG grant. Job Descriptions must include a breakdown by time for activities funded by the grant.

**OVAG Direct Victim Services Staff:** Unless otherwise indicated in this Application Kit, all Applicants must provide one grant-funded person working at least twenty hours per week or two grant funded persons working at least ten hours each per week providing direct victim services in

the applicant's budget. Direct Victim Services are defined in the Definitions section of this Application Kit.

This requirement applies to all Applicants, including those that rely upon volunteers or contracted staff to deliver direct victim services. The OAG may grant an exception to this requirement for projects that demonstrate a need as described in Tab C, Budget Calculation.

At least one grant-funded person providing direct victim services will be required to complete an OAG training within 4 months of the grant execution date. One grant-funded person providing direct services must always be current on the OAG training. If for example, the grant-funded person providing direct victim services that initially completed the training is no longer employed by the agency, another grant-funded person providing direct victim services must complete the training. The training requirement may be completed either by attending an OAG training in person, or via an online course offered by the OAG. This requirement will be in effect for the entire two year grant cycle.

**OVAG Administrative Staff:** While the OAG prefers to fund positions providing direct victim services, it recognizes that administrative personnel may be needed to support victim-related services or assistance.

- o The Applicant may not include more than three positions providing administrative support.
- o The OAG will consider any position that has hours listed on the budget in the Administrative Column on Tab C-Budget Calculation as one of the three allowed administrative positions.
- o The combined total number of hours for all administrative positions cannot exceed fifteen hours per week.

**OVAG Non-Profit Volunteer Requirement:** All non-profit (non-governmental) OVAG Applicants are required to use volunteers in some way to support the mission of their organization. If the organization does not currently utilize volunteers, a plan must be provided explaining how a volunteer program will be developed and implemented during the grant term.

If the Applicant currently uses volunteers, they must identify the role of a volunteer within the organization and describe program components related to recruitment, retention and training of volunteers.

**OVAG Statewide Project:** A statewide project is one that actively offers or provides victim-related services or assistance in six or more Council of Government (COG) regions. In addition to the purpose areas stated above, only Statewide projects may apply for funding for public awareness campaigns designed for connecting crime victims to services for the purpose of supporting or assisting in their recovery.

#### VCLG Program Requirements

The purpose of the VCLG program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies.

In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically the duties associated with ensuring crime victim's rights described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services.

At least one grant-funded person providing direct victim services will be required to complete an OAG training within 4 months of the grant execution date. One grant-funded person providing direct services must always be current on the OAG training. If for example, the grant-funded person providing direct victim services that initially completed the training is no longer employed by the agency, another grant-funded person providing direct victim services must complete the training. The training requirement may be completed either by attending an OAG training in person, or via an online course offered by the OAG. This requirement will be in effect for the entire two year grant cycle.

**VCLG Staffing Requirements:** An Applicant for the VCLG Program must request funding for a position that will perform the duties of a VAC or a CVL.

- A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Budget categories.
- An Applicant that requests 85% or more of the total grant amount in the Personnel and Fringe Benefits budget categories will be given additional consideration in scoring.
- The Applicant must, at minimum, provide one VAC or CVL position working twenty hours per week or two positions working at least ten hours each per week in the applicant's budget.
- An Applicant is limited to no more than six positions. Please note: Separating positions due to job sharing is included in the six position maximum.
- Each position listed on the budget can only be associated with one employee. Job sharing can be identified by listing the position on the budget separately as many times as necessary to include all employees who share the job.
- Job descriptions are required and must be submitted for all positions requesting funding. Each position listed must have a job description. Job descriptions must be submitted with the application. Job descriptions must reflect activities that relate to the project's goals and must be appropriately proportionate to the time spent on duties and projects funded by the VCLG grant. Job Descriptions must include a breakdown by time for activities funded by the grant.

#### Review Process

The OAG will review each complete Application filed by the deadline by an eligible Applicant.

- At any time during the review process, an OAG staff member may contact the Applicant for additional information.
- All areas of the budget are subject to review and approval by the OAG. Decisions related to the budget are based on both eligibility and reasonableness.

#### Scoring

The Application will be scored on information provided by the Applicant including, but not limited to:

- Organization Summary (20% of overall score)

- Project Summary and Description of Need (19% of overall score)
- Assessment and Evaluation (6% of overall score)
- What Will Be Done (30% of overall score)
- Financial Questions (20% of overall score)
- Comprehensive Scoring Criteria (5% of overall score)

#### Grant Decisions

During the grant review and award process, the OAG may take into consideration other factors including whether the applicant has demonstrated acceptable past performance as a grantee in areas related to programmatic and financial stewardship of grant funds.

The OAG may choose to award a grant contract from a different OAG funding source than that for which the Applicant applied.

The OAG is not obligated to award a grant at the total amount requested and/or within the budget categories requested. The OAG reserves the right to make awards at amounts above and/or below the stated funding levels.

All grant decisions including, but not limited to, eligibility, evaluation and review, and funding rest completely within the discretionary authority of the OAG. The decisions made by the OAG are final and are not subject to appeal.

#### Funding Priority

The OAG reserves the right to consider all other appropriations or funding an Applicant currently receives when making funding decisions. The OAG may give priority to Applicants that do not receive other sources of funding, including funding that originates from the OAG.

The OAG reserves the right to give priority to projects that provide direct victim services with grant funds, that provide information and education about victim rights in their community, or projects that utilize volunteers in providing services.

#### Grant Award Notification

The Applicant shall be notified in writing of the OAG's decision regarding a grant award.

The OAG may utilize a grant contract document and/or a notice of grant document once a decision is made to award a grant. The Applicant will be given a deadline to act to accept the grant award and to return the appropriate document to the OAG within the time prescribed by the OAG. An Applicant's failure to return the signed document to the OAG within the prescribed time period will be construed as a rejection of the grant award, and the OAG may de-obligate funds.

#### Special Conditions

The OAG may assign special conditions at the time of the award. Until satisfied, these special conditions may affect the Applicant's ability to receive funds. If special conditions are not resolved, the OAG may de-obligate funds up to the entire amount of the grant award.

**Reporting Requirements**

If an Application is funded, grantees will be required to report to the OAG in the manner and schedule as determined by the OAG. If Reports are not submitted by the established dates this may affect the Applicant's ability to receive reimbursement requests. Reporting on grant project activities such as outputs and outcomes via quarterly Performance Reports will be required.

**Method of Payment**

OAG grants are paid on a cost-reimbursement basis.



## II. Definitions

### **OUTPUT DEFINITIONS**

**Unique Victims Served** - a victim of crime counted only once in a given time for receiving one or more services by one or more grant funded staff.

**Direct Victim Services** – are defined as providing the following activities:

- Assistance with Crime Victims' Compensation
- Assistance with Texas SAVNS
- Information and Referral
- Accompaniment (Criminal Justice, Law Enforcement, Medical)
- Crisis Intervention
- Individual Counseling
- Groups (Support, Therapeutic)
- Peer Support Services
- Assistance with Restitution
- Assistance with Victim Impact Panels
- Assistance with Victim Impact Statements
- Emergency Funds
- Follow up with Victim
- Legal Assistance
- Lodging
- Transportation
- Victim Advocacy

**Assistance with Crime Victims' Compensation** – assistance provided to a victim explaining Crime Victims' Compensation (CVC) forms and processes and/or completing the appropriate forms. Providing general information on CVC should be counted under "Information and Referral."

**Assistance with Texas SAVNS** - assistance provided to a victim explaining Texas SAVNS and/or registering or accessing information. Providing general information on Texas SAVNS should be counted under "Information and Referral."

**Information and Referral** – all forms of contact with victims in which services and available support (provided by the Applicant or the community) are identified and/or offered. This includes general information provided to victims on the Crime Victims' Compensation (CVC) program, victims' rights, Texas Statewide Automated Victim Notification Services (SAVNS) program, the Victim Impact Statement (VIS), and issues related to victimization. Information and Referral does not include Assistance with Crime Victims' Compensation, Texas SAVNS or Victim Impact Statements, these should be included in their specific categories.

### **Accompaniment**

**Criminal Justice Accompaniment** – support provided to a victim while that victim is participating in the criminal justice system. The law enforcement and medical accompaniment are listed separately.

**Law Enforcement Accompaniment** – support provided to a victim while that victim is interacting with a law enforcement agency.

**Medical Accompaniment** – support provided to a victim while receiving services at a medical facility. A minimum of 45 minutes must be spent with the victim.

### **Counseling/Therapy**

**Crisis Intervention** – assistance provided to a victim to reduce stress and provide immediate, short-term support to reduce the impact of the crime.

**Individual Counseling** – provided to a victim face-to-face by a licensed professional and uses one-on-one psychological and/or therapeutic methods of treatment for a minimum of 45 minutes.

**Support Groups** – groups for victims led by trained staff, volunteers or peer facilitators covering educational material or issues brought up by the group.

**Therapeutic Groups** – groups facilitated by a licensed professional and includes therapeutic/counseling and/or psycho-educational content for victims.

**Peer Support Services** – one-on-one peer support provided by trained staff and/or volunteers to increase client functionality and facilitate empowerment in meeting his/her physical, medical, legal, and or psychological needs.

**Assistance with Restitution** – at a minimum, those duties required under Texas Code of Criminal Procedure, Articles 56.02, 56.04, and 56.08, which include notice of right to restitution and a written notification of the general restitution process within 10 days after the date that an indictment or information is returned against a defendant. Assistance with Restitution may also include assisting victims with calculating losses; gathering documentation/receipts; reviewing victim impact statements for potential restitution requests; contacting CVC to determine if funds have been expended on victim's behalf; and providing restitution information and CVC reimbursement requests for the prosecution.

**Assistance with Victim Impact Panels** – assistance provided to a victim to prepare a victim to present on a Victim Impact Panel.

**Assistance with Victim Impact Statements** – assistance provided to a victim explaining the Victim Impact Statement and/or completing the appropriate forms. Providing general information on Victim Impact Statements should be counted under "Information and Referral."

**Emergency Funds** – funds that the Applicant will provide directly to victims for items needed immediately following a crime and that would not otherwise be paid for by the Crime Victims' Compensation Program.

**Fiscal Year** – Texas state fiscal year, beginning on September 1<sup>st</sup> and ending on August 31<sup>st</sup>.

**Follow-up with Victim** – in person, telephone or written communication, initiated by the advocate that occurs as a follow-up to an initial meeting with the victim—to provide or offer services such as emotional support, empathetic listening and checking on progress.

**Legal Assistance** – assistance provided to a victim with criminal or civil legal issues, including, but not limited to, completing and/or filing of temporary restraining orders, injunctions, other protective orders, elder abuse or child abuse petitions. The available scope of legal services may be for the following service areas: Legal services to assist victims of human trafficking; legal services to assist victims of crime to obtain temporary or permanent protective orders; spousal/child support, divorce and relocation, legal services to assist victims of crime with immigration proceedings; and legal services relating to victims of crime obtaining Crime Victims' Compensation benefits. Any other scope of legal services must have the prior written approval of the OAG. Legal assistance does not include activities solely for the prosecution of an offender, such as witness coordination; expert witness fees; or prosecutor salaries.

**Lodging** – arranging and/or providing lodging for a victim.

**Transportation** – arranging and/or providing transportation for a victim for planned activities to one or more destinations in a single trip, or to an unplanned or crisis situation to or from locations such as medical facilities, shelters, or police stations.

**Victim Advocacy** – assistance and advocacy provided on behalf of victims to a third party. Victim Advocacy includes phone calls or in-person visits to a law enforcement, criminal justice or other type of agency to gain information on behalf of the victim, assist the victim in securing his or her rights, remedies and services from other agencies, intervention with employers, follow-up on CVC claims filed, assisting with other agencies that may provide non-criminal justice related services for victims such as job training. Victim Advocacy does not include any legal filings – see "Legal Assistance."

**Victim Services Training** – training provided to professionals and volunteers to improve their ability to inform victims of their rights, to assist victims in their recovery, or to establish a continuum of care for victims.

**Outreach or Community Education** – a presentation that educates and informs the general public or specific groups on a particular topic. The outreach or community education presentation is formal, and length and content of presentation is the same for each participant at the presentation. Participants are from the community and do not represent a specific type of profession. For example, an outreach presentation may be given at a neighborhood association's "Night Out Against Crime" block party. The residents of the neighborhood would gather at the neighborhood park bleachers at 7:00 p.m. to hear a 15- minute presentation about services available at the grantee's organization before the block party starts.

**Informational Fairs** - a presentation that provides information to the general public or attendees on different topics. At informational fairs, the presentation is informal, usually on different topics and for different lengths of time, depending upon the participant's interest. Participants are from the community and do not represent a specific type of profession. For example, a grantee may set up a booth beside an entrance to a busy shopping area, customers of the shopping area may stop by the booth to pick up brochures on different services available at the grantee's organization and may talk for a few minutes to the presenter.

**Structured Education** - a curriculum delivered by trained staff or volunteers to provide age and culturally appropriate presentations to groups of students in grades kindergarten through twelve and post-secondary/college. These presentations are delivered in the context of a system that serves this student population. These systems include, but are not limited to: 1) school systems; 2) social and service organizations; and 3) religious organizations. Curriculum-based presentations made to adults working with the indicated population may also be counted as structured education.

**Public Awareness Campaign** - a coordinated series of public service announcements, articles, press events and/or other activities designed to connect crime victims to services for the purpose of supporting or assisting in their recovery.

## **GENERAL DEFINITIONS**

**Advertising Costs** - the cost of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals and the like. Most advertising is unallowable for grant purposes and are only allowable if related to and necessary for performance of the grant, i.e. recruitment of personnel, procurement of goods and services, disposal of surplus materials, or other specific purposes necessary to meet the requirements of the grant project.

**Alternate Designee** - The person authorized to sign invoices for the agency (i.e., Authorized Official, Executive Director, Financial Director, Auditor, Treasurer, etc.)

**Authorized Official** - Each grantee must designate an Authorized Official. The authorized official may not be the same person as the grant contact. The authorized official is the person authorized to apply for, accept, decline, or cancel the grant for the grantee. This person signs all grant contracts and financial forms as well as any other official documents related to the grant. This person may be, for example, the executive director of the entity, a county judge, or the designee authorized by the governing body in a resolution.

**Cooperative Working Agreement** - see memorandum of understanding.

**Contract Staff** - individuals that are not employed by the organization but are hired contractors of the organization to carry out specific work for the grant.

**Crime Victim Liaison** - each local law enforcement agency shall designate one person to serve as the agency's crime victim liaison. Each agency shall consult with the victim assistance coordinator in the office of the attorney representing the state to determine the most effective manner in which the crime victim liaison can perform the duties imposed on the crime victim liaison under this article. The duty of the crime victim liaison is to ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, or close relatives of deceased victims by Subdivisions (4), (6), and (9) of Article 56.02(a) of the Texas Code of Criminal Procedure.

**Equipment** - an article of non expendable, tangible personal property having a useful life of more than one (1) year and a per unit acquisition cost which equals the lesser of the capitalization level established by the grantee for financial statement purposes or \$5,000.

**Employee** - a person under the direction and supervision of the organization, who is on the payroll of the organization and for whom the organization is required to pay applicable income withholding taxes.

**Fringe Benefits** - compensation or other benefits provided by the employer to the employee at no charge that is above and beyond salary or wages. Examples include health plans, life insurance, and employer's portion of payroll tax.

**Grant Contact** - Each grantee must designate a Grant Contact. The grant contact may not be the same person as the Authorized Official. The grant contact must be an employee of the grantee who is responsible for operating and monitoring the project and who is able to readily answer questions about the project's day-to-day activities. All grant-related information will be sent to the grant contact.

**Memorandum of Understanding (MOU)** - a written agreement between two or more parties that sets forth any common understandings, respective roles or interactions between the parties or any supporting duties or responsibilities between the parties. It must be signed by all parties involved and describe in sufficient detail the subject matter of the agreement.

**Mileage** - per mile cost when traveling by car.

**Other Direct Operating Expenses** - costs not included in other budget categories and which are directly related to the day-to-day operation of the grant program. Other direct operating expenses include, but are not limited to, conference registration, rent, utilities, janitorial supplies, liability insurance, and communication.

**Outcome** - specific changes in knowledge, attitudes, skills, behavioral intentions, behaviors, or other that are expected as a result of program activities. Example: 75% of unique victims served (output) this year showed an "Increase in knowledge of crime victims' rights" (outcome).

**Outcome Target** - estimate of the changes in knowledge, attitudes, skills, behavioral intentions, behaviors or other that are expected as a result of program activities. Example: 75% of clients receiving information and referral report an increase in knowledge of community resources.

**Output** – products of program activities, including services delivered by a program. Example: the number of unique victims served (outputs) last month. Example: 25 is the number of unique victims served (output) last month.

**Output Target** – estimate of the number of program activities, including services the organization plans to deliver in a given time period. Example: The organization plans to serve 30 unique victims in FY 2014.

**Per Diem** – a meal expense incurred on an overnight stay in which the grantee travels outside of their designated headquarters.

**Personnel** – employees of this organization that will be funded by this grant. See “Employee”.

**Professional and Consultant Services** - service for which the grantee uses an outside source for necessary support. Professional and Consultant Services include, but are not limited to tax services, accounting services, counseling, legal services, and computer support.

**Project Financial Officer** – This person has primary responsibility for overseeing the financial operations of the grant project and may or may not be the same as the organization’s highest financial position. This person may be, for example, the chief financial officer, finance director, county auditor, comptroller or board treasurer.

**Promotional Items** – articles of merchandise that are branded with a logo and used in marketing and communication programs. They are usually given away to promote a company, corporate image, brand, or event. Most promotional items are unallowable expenditures for grant purposes and are only allowable if the item is informational and/or instructional in nature and thus provides a public service.

**Resolution of Governing Body** – a formal written statement of an official body that is the governing authority of an agency.

**Salary** – the total compensation, not including fringe benefits, earned by the employee without regard to funding source.

**Special Conditions** - placed on a grant because of a need for information, clarification, or submission of an outstanding requirement of the grant that may result in a financial hold being placed on the OAG grant program. Special conditions may be placed on a grant at any time with or without notice.

**Supplies** – consumable items directly related to the day to day operations of the grant program. Allowable items include, but are not limited to, office supplies, paper, postage, and education resource materials.

**Unique Application Number (UAN)** - this number will be assigned by the OAG after an applicant has completed the required on-line Application Registration for this grant opportunity. The UAN will be used by the OAG to track the receipt of applications from registered Applicants. The assigned UAN must be included on all application documents submitted to the OAG.

**Victim Assistance Coordinator** - the district attorney, criminal district attorney, or county attorney who prosecutes criminal cases shall designate a person to serve as victim assistance coordinator in that jurisdiction. The duty of the victim assistance coordinator is to ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, and relatives by Article 56.02 of the Texas Code of Criminal Procedure. The victim assistance coordinator shall work closely with appropriate law enforcement agencies, prosecuting attorneys, the Board of Pardons and Paroles, and the judiciary in carrying out that duty. The victim assistance coordinator shall send a copy of a victim impact statement to the court sentencing the defendant. If the court sentences the defendant to imprisonment in the Texas Department of Corrections, it shall attach the copy of the victim impact statement to the commitment papers

**Volunteer** -- a person who contributes a service without pay.

### III. Specific Instructions for Tabs in Excel Workbook

For all Tabs, answer the questions only in the space provided. Only answers that appear in the specific text box will be read or scored. Do not write answers beyond the space provided or attach additional pages; they will not be read or scored.

If a message appears when the Excel workbook is opened stating that "Macros in this workbook are disabled..." the Applicant should select "OK."

Each time a new tab is selected, make sure to scroll up to the top as well as across the Tab to ensure all cells are viewed.

In order to cut and paste text into a cell, it may be necessary to double click the cursor into the cell, rather than simply selecting the cell.

Not all questions on this Application have instructions listed below, the instructions provided are to clarify and provide specific information where necessary. Every question should be answered in the Excel document.

#### **TAB A - ORGANIZATION**

##### **1. Organization**

Identifying and contact information:

- Unique Application Number (UAN) – A UAN was assigned when the organization completed its online registration for the grant program. Each grant program registered for will have a different UAN. Be sure to enter the correct UAN associated with this grant type.
- Legal Name of Applicant – Enter the legal name of applicant.
- Name of Agency Contact and Agency Contact's Telephone Number - Provide a contact name and phone number in the event the OAG has any questions about the Application.

If applicant is applying for an OVAG Statewide Project, check the box to the left of the Amount Requested.

The Amount Requested for FY 2014-2015 as well as the % of Personnel and Fringe Requested will auto-calculate when information is entered into Tab C - Budget Calculation. If applicant's amount requested is under the minimum or over the maximum eligible amount, the dollars requested will turn red.

##### **2.1- 7.2 Narrative Questions**

All responses must fit in the text boxes provided when the Application is printed. Any information that does not appear in the text box (in print preview) will not be reviewed or scored. It is highly recommended that responses be written on a separate document, then cut and pasted into the Excel document. If uncertain whether a response fits in the space provided, use the "print preview" function, or print out the responsive page to confirm.



## **TAB B - OUTPUT TARGET CALCULATION**

This Tab B records staff position targets for all requested personnel funded with this OAG grant. One staff position equals one person. Do not include more than one person under each staff position/title. The information entered onto this tab will be totaled on Tab D to indicate the Applicant's targets for FY 2014 and FY 2015. The positions will also appear on Tab C to enter budget information. The Applicant will report on cumulative activities in quarterly Performance Reports to the OAG, not activities by individual personnel.

### **9.1 Staff Position/Title**

Enter positions on this Tab in order of funding priority. Each Applicant is limited to no more than six positions. Staff position/Title #1 is the highest priority and Staff position/Title #6 is the lowest priority staff position.

### **9.2 Administrative Position**

If the position is one that only provides administrative support, check the box next to the position/title and no targets are required.

### **9.3 Contract Position**

If the position is for a contract position and the outputs on Tab B – Output Target Calculation are applicable, check the box next to the position/title. If the box is checked, position title will auto-fill on Tab C – Budget Calculation. On Tab C – Budget Calculation, do not complete the hours per week, salary or fringe for this position. Instead, scroll down Tab C – Budget Calculation to the Professional and Consultant Services section and put the financial information for contract positions under Professional and Consultant Services.

### **9.4 Projected Targets**

The Applicant must complete one table per position being requested on this grant.

For all non-administrative positions, for non-prosecutor based applicants, the following projected targets are required:

- Number of Unique Victims Served
- Assistance with Crime Victims' Compensation
- Assistance with Texas SAVNS
- Information & Referral

For all non-administrative positions, for prosecutor based applicants, the following projected targets are required:

- Number of Unique Victims Served
- Assistance with Crime Victims' Compensation
- Assistance with Texas SAVNS
- Information & Referral
- Assistance with Restitution.

If the position is one that only provides Victim Services Training, Outreach and Education, Structured Education and/or Public Awareness, the Applicant may enter "0" as the projected target for the required outputs. Do not leave the required output projected target cells empty.

The Applicant may also select up to three additional output targets to report to the OAG.

The output target number should represent the number of unique victims that will receive a particular service, not the number of times a particular service will be provided. Here are some important points to consider when projecting targets:

- 1) For reporting purposes, report the number of unique victims served each month and the particular type(s) of services they receive each month, not the number of times a particular service is provided.
- 2) Victims Served and Types of Services Provided are reported on a monthly basis. A unique victim may receive a particular type of service more than one time throughout the grant year.

Example: During the month of September, a unique victim receives Information and Referral five times, Crisis Intervention two times and Victim Advocacy one time. All three types of service would be reported, but only once under each type of service. If that victim were to receive the exact same services during the following month of October, services would be reported the exact same way.

Note: In addition to the selected targets listed on Tab B, the Applicant will be required to track and report to the OAG information about all services provided through this grant.

## TAB C - BUDGET CALCULATION

### 10. PERSONNEL AND FRINGE BENEFITS

- o Each Applicant is limited to no more than six positions. One employee per position on the grant is allowed. Multiple employees per position are unallowable. Each position listed on the budget can only be associated with one employee. Job sharing can be identified by listing the position on the budget separately as many times as necessary to include all employees who share the job. Please note: Separating positions due to job sharing is included in the six position maximum.

Any hours over forty (40) hours are unallowable by this grant.

- o Each position title will auto-fill from the information entered on Tab B. For each position, the Applicant should list the number of hours scheduled to work per week. Next, fill in the number of hours each week that will be spent on Direct Services, Administration, or any other hours charged to this grant. The number of hours scheduled to work on this grant auto-fills. See the Definitions section of this Application Kit for a definition of Direct Victim Services.
- o Staff Position/Title #1 is highest priority and Staff Position/Title # 6 is lowest priority.
- o For each position, provide the following information:

- Annual salary
- Total salary requested for this position on this grant
- Annual fringe benefits amount for the position
- Amount of fringe benefits requested from this grant
- If the "Fringe Funding %" column appears in red, the fringe requested must be adjusted to be less than or equal to the percentage of salary requested for this position.
- The Justification section must include the method used to calculate fringe benefits for each position.
- The personnel budget category must include employees' salaries only and not compensation for independent contractors. "Employee" is defined as a person under the direction and supervision of the grantee, who is on the payroll of the grantee and for whom the grantee is required to pay applicable withholding taxes; or a person who will be on the grantee's payroll and for whom the grantee will pay applicable income withholding taxes once the grant is awarded.
- Salaries for grant-funded positions must be reasonable and comply with the grantee's salary classification schedule. The grantee must maintain supporting documentation that the salary is commensurate with paid positions in the geographical area with similar duties and qualifications.
- Job Descriptions are required and must be submitted for all positions requesting funding. Each position listed must have a job description. Job descriptions must be submitted with the Application. Job descriptions must reflect activities that relate to the project's goals and must be appropriately proportionate to the time spent on the OVAG or VCLG grant. Job Descriptions must include a breakdown by time for activities funded by the grant.
- Grant funds may be used to pay fringe benefits of an employee only if grant funds are used to pay for the salary of the same employee.
- An organization must provide grant funded personnel the same fringe benefits provided to all other non grant funded personnel, and it should be offered/covered in the organization's written personnel policies regardless of whether the costs for fringe benefits are paid through that OAG grant.
- Fringe benefits must comply with the organization's personnel policies regarding fringe benefits.
- Grantees must agree to comply with the Uniform Grant Management Standards (UGMS), Texas Administrative Code (TAC), Office of Management and Budget (OMB) Circulars A-87-Cost Principles for States, Local Governments, and Tribes, and A-122-Cost Principles for non-profit organizations.

#### **10.1 FY 2014 Position Narrative**

Provide a justification for each position in Section 10.1 Position Narrative. This should include how each position supports the goal of the grant.

#### **10.2 FY 2015 Position Narrative**

Provide a justification for each position in Section 10.2 Position Narrative. This should include how each position supports the goal of the grant.

### 10.3 Exceptions to Personnel Requirements

- If a grantee is unable to fulfill the personnel requirements of this grant, the applicant must request an exception and provide a justification. A justification must be included in this section if the Applicant is requesting an exception to *one or both* of the following personnel requirements: (a) A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Benefits budget categories and (b) all Applicants must provide one (1) direct service staff person working at least twenty (20) hours per week or two (2) direct service staff persons working at least ten (10) hours each per week.

### 11. Professional and Consultant Services

- "Professional and Consultant Services" is defined as a service for which the grantee uses an outside source for necessary support. Professional and Consultant Services include, but are not limited to, tax services, accounting services, counseling, legal services, and computer support.
- This category is appropriate when contracting with an individual or organization to provide professional services (e.g., training, expert consultant, etc.) for a fee but not as an employee of the grantee organization.
- Any contract or agreement entered into by a grantee that obligates grant funds must be in writing and consistent with Texas contract law.
- Grantees must maintain adequate documentation supporting budget items for a contractor's time, services, travel expenses and rates of compensation. Grantees must establish a contract administration and monitoring system to regularly and consistently ensure contract deliverables are provided as specified in the contract.
- Grant funds may not be used to pay professional and consultant services for a person or vendor who participated directly in writing a grant application.

#### 11.1 FY 2014 Professional and Consultant Services Narrative

Provide a justification for each item. This should include how it supports the goal of the grant.

#### 11.2 FY 2015 Professional and Consultant Services Narrative

Provide a justification for each item. This should include how it supports the goal of the grant.

### 12. Travel

- Grant funds requested in the travel category should be for grant-related travel performed by grant-funded staff and volunteers assigned to the grant only.
- Travel must relate directly to the delivery of services that supports the program funded by the OAG grant.
- Enter the % of the total cost allocated to this grant project in the % column of the Travel Chart.
- Travel expenses must be reasonable and necessary. Lodging, mileage, car rental, and airfare may be reimbursed according to the Texas State Travel Guidelines, unless a grantee's travel policy provides for a lesser reimbursement. The reimbursement rate for these expenses can be found in the Texas State Travel Guidelines at:  
<https://fm.x.cpa.state.tx.us/fmx/travel/texttravel/index.php>

- For this grant, per diem is limited to **\$36 per day** for overnight travel unless a grantee's travel policy provides for a lesser reimbursement. Per diem is unallowable for non-overnight travel for this grant.
- Hotel tax should be included under the Misc./Hotel Tax line.
- If mileage is to be paid, provide the number of miles and the cost per mile, not to exceed the Texas State Travel Guidelines, in the justification under 12.1 FY 2014 Travel Narrative and/or 12.2 FY 2015 Travel Narrative section.
- Grant funds may not be used to pay for out-of-state travel.
- Do not include conference registration fees in the travel budget category. Conference registration fees should be listed in the "Other Direct Operating Expenses" budget category.

#### **12.1 FY 2014 Travel Narrative**

Provide a justification describing the travel grant-funded persons will perform. This should include the proposed travel location, the number of trips planned, the title of grant funded persons who will be making the trips, and how the travel supports the goal of the grant.

#### **12.2 FY 2015 Travel Narrative**

Provide a justification describing the travel grant-funded persons will perform. This should include the proposed travel location, the number of trips planned, the title of grant funded persons who will be making the trips, and how the travel supports the goal of the grant.

### **13. Equipment**

- "Equipment" is defined as an article of non expendable, tangible personal property having a useful life of more than one (1) year and a per unit acquisition cost which equals the lesser of the capitalization level established by the grantee for financial statement purposes or \$5,000.
- A grantee may use equipment paid with OAG funds only for grant-related purposes.
- Computers, regardless of cost, should be included under equipment.
- Each Applicant is required to have access to a computer in order to perform data collection and reporting to the OAG. If the Applicant does not currently have a computer, then one may be budgeted as part of this grant or secured through other means.
- Do not include maintenance or rental fees for equipment in the equipment budget category. Equipment maintenance or rental fees should be listed in the "Other Direct Operating Expenses" budget category.
- Enter the % of the total cost allocated to this grant project in the % column of the Equipment Chart.

#### **13.1 FY 2014 Equipment Narrative**

Provide a justification for each item. This should include the title of grant funded persons who will be using each piece of equipment and how the use supports the goal of the grant.

#### **13.2 FY 2015 Equipment Narrative**

Provide a justification for each item. This should include the title of grant funded persons who will be using each piece of equipment and how the use supports the goal of the grant.

#### **14. Supplies**

- "Supplies" is defined as consumable items directly related to the day-to-day operation of the grant program. Allowable items include, but are not limited to, office supplies, paper, postage, and education resource materials.
- The OAG will not approve funds for the purchase of program promotional items or recreational activities.
- Costs for supplies should be allocated for grant funded persons listed on this Application.
- Enter the % of the total cost allocated to this grant project in the % column of the Equipment Chart.

##### **14.1 FY 2014 Supplies Narrative**

Provide a justification for each item. This should include how it supports the goal of the grant.

##### **14.2 FY 2015 Supplies Narrative**

Provide a justification for each item. This should include how it supports the goal of the grant.

#### **15. Other Direct Operating Expenses (ODOE)**

- "Other Direct Operating Expenses" is defined as those costs not included in other budget categories and are directly related to the day-to-day operation of the grant program. Examples: Utilities, rent, insurance, security fees, or maintenance fees.
- Registration fees for conferences and other training sessions should be included in this category.
- Funds may not be used to purchase food and beverages.
- Enter the % of the total cost allocated to this grant project in the % column of the Other Direct Operating Expenses Chart.

##### **ODOE and Cost Allocation**

Grantees often share program expenses with more than one funding source. Listed below are four allowable allocation methods and examples of how allocation can be applied to the appropriate funding source.

- Other Direct Operating Expenses that benefit more than one grant should be allocated proportionately to the benefit or service received. The method used to allocate cost should be a reasonable and measurable means of distributing the cost to those grants, and consistently applied to the type of cost.
- It is acceptable to use different allocation methods for different types of ODOE expense, as long as the allocation method is applied consistently for those expenses.
- Four common and acceptable allocation methods for ODOE expenses are: (1) funding, (2) full-time equivalents (FTE), (3) square footage, and (4) direct use. Allowable methods related to specific costs are shown in the chart below: This chart is an example of using different allocation methods for different specific costs.

### ALLOWABLE ALLOCATION METHODS

Cost Type	Funding	FTE	Square Footage	Direct Use
Copiers	X	X		X
Data Line	X	X		
Equip Maintenance	X	X		
Janitorial	X	X	X	
Postage	X	X		X
Printing	X	X		X
Rent	X	X	X	
Telephones	X	X		
Utilities	X	X	X	

The following are descriptions and examples of the acceptable methods:

**(1) Funding Source Based:** The proportion of expense borne by each funding source is allocated based on the proportion of funding provided. For example:

Funding Source Based Example	
Total Operating Budget of Grantee A	\$ 475,000
OAG Grant Funds	\$ 75,000
$75,000 \text{ divided by } 475,000 = 0.16$	
OAG Grant portion of the expense = 16%	
The OAG Grant should not be charged more than the allowable ODOE costs. In this example, the allowable portion is 16% of the total cost.	

**(2) Full-time equivalents (FTE) Based:** FTE is the numerical representation of full and part-time work activities. A person working full-time represents 1.00 FTE; a person working half-time represents .50 FTE.

Steps to calculate the annual number of FTEs:

1. Determine the total number of hours worked for all employees.
2. Divide that number by 2080 to calculate the overall total number of FTEs.
3. To obtain the number of FTEs charged to the grant, determine the total number of hours to be directly charged to the grant and divide by 2080. (2080 is the number of hours per year for a full-time FTE at 40 hours per week).
4. To obtain percentage of the grant FTEs, divide the FTE total for the grant by the total of the organization FTEs calculated in step 2.
5. This calculation will provide the percentage of ODOE cost that could be allocated to the grant.

FTE Based Example	
Annual FTE Calculation	20,800 total hours charged for all staff (based on time sheets or payroll records)
	$20,800 / 2080 = 10$ FTEs overall
	5,600 staff hours charged to grant A (based on time sheets or payroll records)
	$5,600 / 2080 = 2.7$ FTE's charged to that grant A
	$2.7$ (FTE charged to grant A) / $10$ (FTEs overall) = .27 (27%)
	$27\% \times$ ODOE expense = amount to be allocated to grant A

**(3) Square Footage Based:** This is calculated by measuring the square footage (sq. ft.) to determine the allocation percentage for direct use and common area. Listed below is an example to determine rent.

Direct Use is defined as an area occupied by funded grant staff under this grant.  
Common Area is defined as an area shared by all employees of the organization.

Total Sq. Footage = 1250; Rent = \$1200 per month;  $\$1200 / 1250 = \$.96$  per sq ft

Suite 1 (Program A) $10 \times 13.8 = 138$ sq ft	Suite 2 (Program B) $10 \times 13.8 = 138$ sq ft
Suite 3 (Program C) $10 \times 13.8 = 138$ sq ft	Suite 4 (Program D) $10 \times 13.8 = 138$ sq ft
Conf. Rm (Common Area) $22 \times 15 = 330$ sq ft	Rest Rm 1 (Common Area) $6 \times 8 = 48$ sq ft
Break Area (Common Area) $8 \times 8 = 64$ sq ft	Storage Rm (Common Area) $8 \times 8 = 64$ sq ft
Hallway (Common Area) $48 \times 4 = 192$ sq ft	

Program A (Direct Use)	$138 \text{ sq ft} \times .96 = \$132.48$
Program B (Direct Use)	$138 \text{ sq ft} \times .96 = \$132.48$
Program C (Direct Use)	$138 \text{ sq ft} \times .96 = \$132.48$
Program D (Direct Use)	$138 \text{ sq ft} \times .96 = \$132.48$
Common Area (Allocable ODOE Expense)	$698 \text{ sq ft} \times .96 = \$670.08$

#### Steps to Calculate Square Footage

1. Calculate the total square footage and divide by the monthly rent to determine the cost per square foot.
2. Multiply the direct use square footage by the cost per square foot. This will provide the direct use cost.
3. Add the total square feet of all the direct use areas (Program A+ Program B + Program C+ Program D) = Program ABCD direct use ( $138 + 138 + 138 + 138 = 552$ ).
4. Divide each direct use space by the total direct use to obtain % to distribute Common Area cost (Program A is  $138 / 552 = 25\%$  ).
5. Multiply this percentage by the cost of the common area to obtain the additional cost for each program common areas. (Program A =  $25\% \times$  Common Area cost of  $\$670.08 = \$167.52$ ).



6. Program A is allocated the \$132.48 based on direct use and \$167.52 for the proportionate common area. Program A allocation for Rent based on square footage is  $\$132.48 + \$167.52 = \$300.00$ . Repeat for Program B, Program C and Program D.

**(4) Direct Use Based:** This is used when the ODOE cost can be directly charged to a grant by using meter readings, copy counts, etc.

**15.1 FY 2012 Other Direct Operating Expenses Narrative**

Provide a justification for each item. This should include how it supports the goal of the grant.

**15.2 FY 2013 Other Direct Operating Expenses Narrative**

Provide a justification for each item. This should include how it supports the goal of the grant.

**TAB D – PROJECT SUMMARY**

**16. Project Summary**

The summary is in standardized language and may be used by the OAG to describe the project. Examples would be:

“This project funds four staff to serve victims of family violence by providing counseling and crisis intervention services in the city of Dallas.”

“This project funds one staff to serve all victims of violent crime by providing crisis intervention and information and referral services in El Paso County.”

“This project funds two staff to serve victims of child abuse and neglect by providing training to volunteers working with child abuse victims in all 150 counties across Texas.”

**17. Target Population**

This section requires information on the Applicant’s project for which funding is being requested, not by the organization as a whole. Under both “Specific Victimizations” and “Specific Populations,” place an “X” in all categories that apply.

**18.1-21.1, 21.3, 22.2, 23.1-26.2 Narrative Questions**

All responses must fit in the text boxes provided when the Application is printed. Any information that does not appear in the text box (in print preview) will not be reviewed or scored. It is highly recommended responses be written on a separate document, then cut and pasted into the Excel document. If uncertain whether a response fits in the space provided, use the “print preview” function, or print out the responsive page to confirm.

**21.2 Outputs Summary**

This Section is auto-calculated based on the Applicant’s responses on Tab C. The Applicant will not enter any information in this Section.

## **22. Outcomes**

All Applicants will be required to measure two outcomes for the contract period. If the Applicant provides any Direct Victim Services as defined by this Application Kit, then at least one outcome must be for Direct Services. To indicate which outcomes will be measured over the next two years, provide an output target % to the right of the outcome, under the Outcome Target % column. Please note: Only OVAG Statewide Project Applicants can enter an Outcome Target % for Public Awareness Campaigns.

## **27. Budget Summary**

This Section is auto-calculated based on the Applicant's responses on Tab C. The Applicant will not enter any information in this Section. If the total requested budget for either fiscal year is below the minimum or exceeds the maximum amount allowable, the dollar amounts will turn red.. Applications requesting an amount below the minimum or above the maximum may not be considered. If the application is awarded, the budget may be adjusted by the OAG to fit within the minimum and maximum amounts.

#### IV. OAG Certifications and Assurances

**A. THE UNIFORM GRANT MANAGEMENT STANDARDS ("UGMS"), PART III, SECTION .14; PROMULGATED BY THE OFFICE OF THE GOVERNOR, STATE OF TEXAS.**

**THE OAG HAS ADOPTED THOSE ASSURANCES AS APPLICABLE  
TO ALL RECIPIENTS OF OVAG AND VCLG FUNDS.**

The Applicant agrees to:

- (1) Comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two (2) years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) Comply, as applicable, with Texas Government Code, Chapter 552, ("Texas Public Information Act") which requires the public information that is collected, assembled or maintained by the applicant relative to a project to be available to the public during normal business hours.
- (3) Comply with Texas Government Code, Chapter 551, ("Texas Open Meetings Act") which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) Comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) If Applicant is a health and human services agency or public safety or law enforcement agency, it may not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) If Applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the OAG with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) Agrees that when incorporated into a grant award or contract, these standard assurances become terms or conditions for receipt of grant funds and that the Applicant shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) Comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Applicant shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) Comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (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 and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, 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 the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) Comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), 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.

(11) Comply, as applicable, with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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.

(12) Comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) Comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) Insure, as applicable, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities

indicating that a facility to be used in the project is under consideration for listing by the EPA, (EO 11738).

(15) Comply, as applicable, with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) Comply, applicable, 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).

(17) Comply, as applicable, 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.

(18) Comply, as applicable, in assisting 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 (16 U.S.C. 469a-1 et seq.).

(19) Comply, as applicable, 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.

(20) Comply, as applicable, 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 residential structures.

(21) Comply, as applicable, with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) Comply, as applicable, with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) Comply, as applicable, with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) Certifies, as a signatory party to the grant contract, that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) Comply, by adopting and implementing the applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

#### **B. Other Certifications and Assurances**

##### **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION**

The Applicant certifies that if it is required to file an Equal Employment Opportunity Plan (EEO), the Applicant will do so in compliance with the applicable federal requirements.

##### **DISCLOSURE AND CERTIFICATION REGARDING LOBBYING**

The Applicant certifies:

1. No federal/state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding of any federal/state contract, the making of any federal/state grant, the making of any federal/state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal/state contract, grant, loan, or cooperative agreement; and

2. If any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this federal/state contract, grant, loan, or cooperative agreement, the undersigned shall contact the CVSD of the OAG for the "Disclosure Form to Report Lobbying."

##### **NON-PROCUREMENT DEBARMENT CERTIFICATION**

The Applicant certifies that it and its principals:

(a) 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 covered transactions by any Federal department or agency;

(b) 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;

#### **ANNUAL SINGLE AUDIT CERTIFICATION**

The Applicant certifies to the best of their knowledge and belief that one of the following applicable requirements will be met:

1. The applicant currently expends \$500,000 or more, in combined federal funds during the fiscal year; and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2. The applicant currently expends \$500,000 or more in combined state funds during the fiscal year; and, therefore, is required to submit an annual Single Audit by an independent auditor made in accordance with the Uniform Grant Management Standards (UGMS).
3. The applicant currently expends less than \$500,000 in either federal or state funds during the fiscal year; and therefore is exempt from the Single Audit Act and cannot charge audit costs to an OAG grant. Applicant agrees that the OAG may require a limited scope audit as defined in OMB Circular A-133.

If this application is for funds in excess of \$25,000, the Applicant certifies the following:  
By submission of this proposal, that neither the applicant agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or state agency.

If the Applicant is unable to certify the above statements, the Applicant has attached an explanation to this application.

#### **COMPLIANCE WITH ANNUAL INDEPENDENT FINANCIAL AUDIT FILING REQUIREMENT**

The Applicant assures that it will file an Annual Independent Financial Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. An annual independent financial audit is a requirement for this OAG grant. The audit will meet Office of Management and Budget (OMB) Circular A-133 and Uniform Grant Management Standards (UGMS) requirements. Additionally, the annual independent financial audit will meet GAGAS standards in the event a Single Audit is not required.

#### **COMPLIANCE WITH UGMS AND THE APPLICABLE OMB CIRCULARS**

The Applicant assures that it will follow the guidelines in the Uniform Grant Management Standards (UGMS). Both governmental entities as well as non-profit entities are required to follow UGMS guidelines.

The Applicant assures compliance with all federal/state statutes, regulations, policies, guidelines and requirements, including, but not limited to, UGMS as well as OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 123 72.

#### **RETURN OF GRANT FUNDS IN THE EVENT OF LOSS OR MISUSE**

The Applicant agrees that in the event of loss or misuse of the OAG funds, the Applicant assures that the funds will be returned to the OAG in full.

#### **CONFLICT OF INTEREST**

The Applicant assures that there is no conflict of interest that would preclude it from filing the Application or providing the services under this grant. By submitting this Application, Applicant affirms that it has neither given, 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 any employee or representative of same, at any time during the procurement process or in connection with this grant application, except as allowed under relevant state and federal law. The Applicant further agrees that it 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. The Applicant shall operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to the activities conducted under this grant.

Without diminishing the provisions of the prior paragraph, the Applicant assures that as a grantee, grantee personnel, members of a grantee board or governing body, or other persons affiliated with the grant project shall not participate in any proceeding or action where grant funds personally benefit, directly or indirectly, the individuals or their relatives. For the purposes of this provision, "relatives" means persons related to the individual within the third degree by consanguinity or within the second degree by affinity, as determined by Chapter 573 of the Government Code. Grant personnel and officials must avoid any action that results in or creates the appearance of using their official positions for private gain; giving preferential treatment to any person; losing independent judgment or impartiality; making an official decision outside of official channels; or adversely affecting the confidence of the public in the integrity of the program or the OAG.

#### **AUTHORITY TO FILE APPLICATION**

The Applicant has the authority or will receive the appropriate authority by the Applicant's governing body to file the Application, including the authority to agree to the assurances and certifications contained herein.



## **V. Required Documents for Submission of Application**

**The Excel Workbook (Must be submitted in Excel format).**

### **"STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION"**

- It must be signed and submitted at the time the Application is submitted to the OAG.
- Applications that are received by the OAG without this document will not be considered or funded by the OAG.

### **"RESOLUTION OF GOVERNING BODY"**

- It must be signed and submitted at the time the Application is submitted to the OAG, unless the timing of the Application due date and requirements of the Open Meeting Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date. (Please note that the Authorized Official must be designated by signature of the governing body. If the Authorized Official is also a member of the governing body, they must be designated by another member's signature. The Authorized Official cannot sign the Resolution designating the Authorized Official.)

**Note:** The "Statements Supporting Submission of the Application to OAG Crime Victim Services Division" and "Resolution of Governing Body" listed above can be found at the end of this Application Kit.

**Job Descriptions** are required for each position requested in the proposed budget.

- Job descriptions must be submitted with the Application. Missing job descriptions may impact the Applicant's funding.
- Job description titles should match the titles of the positions on the proposed budget.
- The Applicant should mark each page of the submitted job descriptions with the name of the Applicant and the Unique Application Number, if applicable.

**Collaboration Agreements** if required by the Applicant to achieve the proposed project as described in Tab A.

- Collaboration agreements, if required, must be submitted with the Application. Missing collaboration agreements may impact the Applicant's funding.
- The Applicant should mark each page of the submitted collaboration agreements with the name of the Applicant and the Unique Application Number, if applicable.

**IF POSSIBLE, THE APPLICANT SHOULD SUBMIT "STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO THE OAG CRIME VICTIM SERVICES DIVISION," "RESOLUTION OF GOVERNING BODY," JOB DESCRIPTIONS AND COLLABORATION AGREEMENTS TOGETHER IN ONE PDF DOCUMENT. IF THE APPLICANT DOES NOT HAVE THE CAPABILITY TO SCAN THESE DOCUMENT TOGETHER AS ONE PDF, APPLICANTS MAY SUBMIT THEM AS SEPARATE PDF DOCUMENTS.**

**STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION  
TO THE  
OAG CRIME VICTIM SERVICES DIVISION— REQUIRED  
REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M CDT WEDNESDAY, MAY  
15, 2013, OR THE APPLICATION WILL NOT BE CONSIDERED.**

**INSTRUCTIONS:** Initial each numbered line and submit this signed required document with the Application.

**LEGAL NAME OF APPLICANT:** Travis County District Attorney's Office

**UNIQUE APPLICATION NUMBER:** V0072-14-0314

1.   A   **THIS APPLICATION IS FOR (check one):**

- ☒ Other Victim Assistance Grant (OVAG)  
☒ Victim Coordinator and Liaison Grant (VCLG)  
☐ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds

2.   A   **TRUE AND CORRECT INFORMATION.** The undersigned certifies that the information contained in this Application is true and correct to the best of his or her knowledge.

3.   A   **OAG CERTIFICATIONS AND ASSURANCES.** The undersigned has read and understands the Certifications and Assurances contained in the Application Kit.

4.   A   **DEADLINES AND SUBMISSION OF APPLICATION.** The undersigned understands that the deadline for submission is 5:00 p.m. CDT Wednesday, May 15, 2013 and that to meet the deadline, the Applicant must submit electronic (email) documents as required in the Application Kit. The undersigned further acknowledges that:

- It is the Applicant's responsibility to submit the Application to the OAG in the specified manner and by the specified date and time
- Applications submitted in other formats will not be accepted
- The OAG accepts no responsibility for delays in electronic submission delivery
- Late Applications will not be considered under any circumstance
- Proof of sending a document by email or other means is not proof that the OAG received the information

5.   A   **JOB DESCRIPTIONS FOR EACH REQUESTED POSITION.** The undersigned understands that the most recent job description for each position requested in the proposed budget must be submitted with the Application. Missing job descriptions may impact the Applicant's score.

6.   A   **RESOLUTION OF GOVERNING BODY.** The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

John G. Feul  
Signature/Title FIRST ASSISTANT

John A. Neal  
Printed Name

5/3/13  
Date

## RESOLUTION OF GOVERNING BODY—REQUIRED

**REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT WEDNESDAY, MAY 15, 2013. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE.**

**LEGAL NAME OF APPLICANT:** Travis County District Attorney's Office

**UNIQUE APPLICATION NUMBER (if applicable):** V0072-14-0314

***Be it known as follows:***

**WHEREAS**, the Travis County District Attorney's Office has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):

- ☐ Other Victim Assistance Grant (OVAG)  
☒ Victim Coordinator and Liaison Grant (VCLG)  
☐ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds

**WHEREAS**, the Travis County Commissioners Court has considered and supports the Application filed or to be filed with the OAG;

**WHEREAS**, the Travis County Commissioners Court has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": John Neal

Position Title: Travis County First Assistant District Attorney

**NOW THEREFORE, BE IT RESOLVED** that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

Signature

Printed Name

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Office of the Attorney General  
Request for Applications (RFA) for the  
Victim Coordinator and Liaison Grant (VCLG) Program

The Crime Victim Services Division (CVSD) of the Office of the Attorney General (OAG) is soliciting applications for projects that provide victim-related services or assistance. The purpose of the OAG VCLG program is to fund the victim assistance coordinator and crime victim liaison positions for the purposes set forth in the Texas Code of Criminal Procedure, Article 56.04.

**Applicable Funding Source for VCLG:**

The source of funding is through a biennial appropriation by the Texas Legislature. All funding is contingent upon an appropriation to the OAG by the Texas Legislature. The OAG makes no commitment that an Application, once submitted, or a grant, once funded, will receive subsequent funding.

**Eligibility Requirements:**

**Eligible Applicants:** A local criminal prosecutor, defined as a district attorney, a criminal district attorney, a county attorney with felony responsibility, or a county attorney who prosecutes criminal cases, may apply for a grant to fund a victim assistance coordinator (VAC) position. A local law enforcement agency, defined as the police department of a municipality or the sheriff's department of any county, may apply for a grant to fund a crime victim liaison (CVL) position.

**Eligibility:** The OAG will initially screen each application for eligibility. Applications will be deemed ineligible if the application is submitted by an ineligible applicant; the application is not filed in the manner and form required by the Application Kit; the application is filed after the deadline established in the Application Kit; or the application does not meet other requirements as stated in the RFA and the Application Kit.

**How to Obtain Application Kit:** The OAG will post the Application Kit on the OAG's website at <http://www.oag.state.tx.us/victims/grants.shtml>. Updates and other helpful reminders about the application process will also be posted at this location. Potential applicants are encouraged to refer to the site regularly.

**Deadlines and Filing Instructions for the Grant Application:**

**Registration Deadline:** On-line registration is required to apply for a grant. The deadline to register will be stated in the Application Kit. If registration is not completed by the deadline, then an Application will not be accepted and is not eligible for funding. To register go to: <http://www.oag.state.tx.us/victims/grants.shtml>.

**Application Deadline:** The applicant must submit its application, including all required attachments to the OAG. The OAG must receive the submitted application and all required attachments by the deadline established in the Application Kit.

**Filing Instructions:** Strict compliance with the filing instructions, as provided in the Application Kit, is required.

The OAG will not consider an Application if it is not filed by the due date as stated in the Application Kit.

**Minimum and Maximum Amounts of Funding Available:** Minimum and maximum amounts of funding are subject to change as stated in the Application Kit. The minimum amount of funding for all programs is \$20,000 per fiscal year. The maximum amount for a local program is \$42,000 per fiscal year. The maximum amount for a statewide program is \$200,000 per fiscal year.

**Start Date and Length of Grant Contract Period:** The grant contract period (term) is up to two years from September 1, 2013 through August 31, 2015, subject to and contingent on funding and/or approval by the OAG.

**No Match Requirements:** There are no match requirements.

**Award Criteria:** The OAG will make funding decisions that support the efficient and effective use of public funds. Scoring components will include, but are not limited to, information provided by the applicant on the proposed project activities and budget. Funding decisions will be determined using a competitive allocation method.

**Grant Purpose Area:** All grant projects must address one or more of the purpose areas as stated in the Application Kit.

**Prohibitions on Use of Grant Funds:** OAG grant funds may not be used to support or pay the costs of overtime, out-of-state travel, dues, or lobbying; any portion of the salary or any other compensation for an elected government official; the purchase of food and beverages except as allowed under Texas State Travel Guidelines; the purchase or lease of vehicles; the purchase of promotional items or recreational activities; costs of travel that are unrelated to the direct delivery of services that support the OAG grant-funded program; the costs for consultants or vendors who participate directly in writing a grant application; or for any unallowable costs set forth in applicable state or federal law, rules, regulations, guidelines, policies, procedures or cost principles. Grant funds may not be used to purchase any other products or services the OAG identifies as inappropriate or unallowable within this RFA or the Application Kit.

**OAG Contact Person:** If additional information is needed, contact Jennifer McShane Ferguson at Grants@texasattorneygeneral.gov or (512) 936-1278.

## Crime Victim Services Division

OVAG/VCLG Application  
TAB A-Organization

Office of the Attorney General

V0072-14-0314

<b>1. ORGANIZATION</b>			
Unique Application Number (UAG)	V0072-14-0314		
Lead Name of Applicant	Travis County District Attorney's Office		
Name of Agency Contact	Liza Friend		
Agency Contact Telephone Number	512-854-8079		
<input type="checkbox"/> Check if applying for an OVAG Statewide Project	<b>FY 2014</b>	<b>Amount Requested</b>	<b>% of Personnel and Fringe Requested</b>
		\$42,000.00	5%
	<b>FY 2015</b>	\$42,000.00	5%

<b>2. MISSION STATEMENT</b>	
<p>The mission of the Travis County District Attorney's Office is to see that justice is done by providing the highest-quality legal representation for the public and for individual victims of crime, and by supporting the community's efforts to strengthen itself and solve problems.</p>	

<b>3. THE ORGANIZATION</b>	
<p>The Travis County District Attorneys Office (TCDAO) was created to prosecute felony crimes in Travis County, Texas. TCDAO represents the state and victims of crime in the prosecution of felony and juvenile offenses committed in Travis County, Texas. A state-funded division of the office investigates and prosecutes crimes related to the operation of state government, motor fuels tax fraud, insurance fraud and workers' compensation fraud. TCDAO has grown in proportion to the growth of the population of the county.</p>	
<b>4. A description of how the organization has evolved in the number of employees, including full-time and part-time, temporary and seasonal, staff, and other personnel.</b>	
<p>In 1970, the population of Travis County was 295,516 residents and the Travis County District (TCDAO) had a staff of only 15 full time employees. By 2000, the number of residents in Travis County had increased to 812,280. Per 2012 U.S. Census data, Travis County has more than 1 million residents. Our decades of experience show that as the population of our County increases, crime increases. Our office presently employs 216 people. The Travis County District Attorney's office created the Victim/Witness Division in 1979. At the present time, 15 positions are assigned to the division: one director, nine counselors, one OAG grant funded liaison, three legal secretaries and one office specialist. When legislation changes in 1999 provided for enhancement of misdemeanor family violence cases to felonies, our family violence caseloads exploded. In FY 2000, the Travis County District Attorney's Office, in collaboration with SafePlace, requested funding from the OAG for a victim liaison to help support this special caseload. Through continuing grants from the OAG, a full time victim liaison from SafePlace has been an important member of our victim witness division since 2000.</p>	

<b>5. VICTIM SERVICES EXPERIENCE</b>	<b>PAGE</b>
	30

## Crime Victim Services Division

OVAG/VCLG Application  
TAB A-Organization

## Office of the Attorney General

V0072-14-0314

5. VICTIM SERVICES WORK
<p>The counselors in the Victim/Witness Division work as part of a team with attorneys and investigators from the trial and family justice divisions. Two major goals of the Division are to: reduce victims' and witnesses' apprehension about participating in the prosecution of a case; and, increase their willingness and ability to testify effectively and without fear. Counselors provide short-term counseling and crisis intervention, referral services, information on the court and criminal justice systems, court preparation and accompaniment, assistance with Victim Impact statements, Victim Information and Notification Everyday (VINE) forms, assistance with Crime Victims' Compensation (CVC) Protective Orders, and Safety Planning. In addition, TCDAO staff members give presentations in the community about victim sensitivity and the impact of crime on victims. Staff members also supervise bachelor's and master's-level social work interns.</p>
<p>TCDAO seeks to see that justice is done, and provides victims with the highest-quality legal representation possible. The goals of the Victim/Witness Division to reduce victims' and witnesses' apprehension and increase their willingness to testify effectively and without fear are important to achieving success in TCDAO's work. Our staff helps prosecutors maintain victim-focused prosecution, which is critical to achieving our goal. As noted above, TCDAO is also tasked with supporting the community. This could not be achieved without the dedication of our victim advocates who are passionate about providing key support to the many members of our community who become victims of crime.</p>

6. VOLUNTEERS	Yes
<p>The Travis County District Attorney's Office has a volunteer/intern program that is coordinated by the Victim/Witness Division. The program provides interns with an oversight of the Criminal Justice System and in turn, they contribute a level of quality to our office's ability to ensure responsiveness to our community. University interns enhance services office-wide through the provision of volunteer hours by assisting with referral service, information on the court and criminal justice systems, court preparation and accompaniment, assistance with Victim Impact statements, Victim Information and Notification Everyday (VINE) forms, assistance with Crime Victim Compensation Protective Orders and Safety Planning.</p>	3
<p>The volunteers are second and third year law school interns and masters level social work college interns that receive an orientation from a counselor. The interns then shadow and assist throughout their internship. Volunteers have a part in planning, offering feedback and making suggestions during their training. Each volunteer is provided a written overview of our division. This overview contains the following: history and purpose of our division, services for victims and witnesses of violent crime and policies and procedures. Each volunteer is trained by a counselor before they join our victim witness team. Since most volunteers are only here for a few months, there is no scheduled training. However, we will provide additional training for an issue or issues if the need arises.</p>	

## Crime Victim Services Division

OVAG/VCLG Application  
TAB A-Organization

## Office of the Attorney General

V0072-14-0314

Travis County District Attorney's Office recruits volunteers through the Travis County DA website, <http://www.traviscountyda.org/volunteeropp.htm>, The University of Texas School of Law, The University of Texas School of Social Work and the Texas State University School of Social Work. We also get requests from volunteers/interns on a regular basis.

## COLLABORATIONS

Describe the projects realized by victims of crime as a result of your organization's collaboration with other organizations or organizations' collaboration of through your organization during its last fiscal year (begin and end dates)

In order to effectively address the unique needs of felony domestic violence victims, TCDAO collaborates with SafePlace, the only provider of direct intervention and prevention services to women, children and men victimized by family violence. In order to maximize services, our office also collaborates with members of the Family Violence Task Force (FVTF). This collaborative project allows for one full time counselor to be housed at the District Attny's office. Through this collaboration, the ability of victims of domestic violence to access and obtain critically needed services and information is greatly enhanced and their comfort level with that experience is increased.

If your organization and another provide a list of the organizations, including the agreement, for the development of a collaborative project, please list the organizations and the project and describe the project and the purpose of the project in the space provided.

Staff members of TCDAO's Victim/Witness Division participate in collaborative projects with SafePlace, the Center for Child Protection, Texas Department of Criminal Justice's Victim Services Division, Austin Police Department Victim Services, Travis County Sheriff's Victim Services and the Crime Victims Services Division of the OAG. Staff members maintain a constant community focus by serving as a member of the Austin-Travis County Sexual Assault Response and Resource Team (SARRT), and the Austin-Travis County Family Violence Task Force. Staff members also work in association with all victims' groups in Travis County.

## STATE AND FEDERAL FUNDING EXPERIENCE

List any state or federal funding received by your organization during its last fiscal year (begin and end dates)

12



## Crime Victim Services Division

OVAG/VCLG Application  
TAB B-Output Target Calculation

## Office of the Attorney General

V0072-14-0314

OUTPUT TARGET CALCULATION		OUTPUT TARGET		OUTPUT TARGET		OUTPUT TARGET	
1. STAFF POSITION TITLE		2. ADMINSTRATIVE POSITION		3. CONTRACT POSITION		4. OUTPUT TARGET	
5. STAFF POSITION TITLE		6. ADMINSTRATIVE POSITION		7. CONTRACT POSITION		8. OUTPUT TARGET	
9. STAFF POSITION TITLE		10. ADMINSTRATIVE POSITION		11. CONTRACT POSITION		12. OUTPUT TARGET	
Victim Liaison		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
DIRECT VICTIM SERVICES							
Number of Unique Victims Served	725	725					
Assistance with Crime Victims' Compensation	300	300					
Assistance with Texas SAVNS/VINE	300	300					
Information and Referral	1500	1500					
Assistance with Restitution	0	0					
Criminal Justice Accompaniment	0	0					
Law Enforcement Accompaniment	0	0					
Medical Accompaniment	0	0					
Crisis Intervention	300	300					
Individual Counseling	0	0					
Support Groups	0	0					
Therapeutic Groups	0	0					
Peer Support Services	0	0					
Assistance with Victim Impact Panels	0	0					
Assistance with Victim Impact Statements	0	0					
Emergency Funds	0	0					
Follow-up with Victim	1275	1275					
Legal Assistance	0	0					
Lodging	0	0					
Other	0	0					
Transportation	0	0					
Victim Advocacy	0	0					
VICTIM SERVICES TRAINING							
Total Number of all Training Sessions							
Law Enforcement Individuals Trained							
Prosecution/Judicial Individuals Trained							
School Faculty Individuals Trained							
Medical Individuals Trained							
Faith-Based Individuals Trained							
Volunteer Individuals Trained							
Other Individuals Trained							
Total Number of all Individuals Trained	0	0					
OUTREACH OR COMMUNITY EDUCATION							
Outreach or Community Education Presentations							
Outreach or Community Education Participants							
Informational Fairs							
Total Attendees at Informational Fairs							
25% of Total Attendees (auto-calculates)	0	0					
Total Outreach or Community Ed Presentations	0	0					
STRUCTURED EDUCATION							
Structured Education Presentations							
Structured Education Participants							

## Crime Victim Services Division

OVAG/VCLG Application  
TAB B-Output Target Calculation

## Office of the Attorney General

V0072-14-0314

3. OUTPUT TARGET CALCULATION		4. 2014 OUTPUT TARGET		5. 2015 OUTPUT TARGET		6. 2016 OUTPUT TARGET	
3.1 STAFF POSITION TITLE							
3.2 ADMINISTRATIVE POSITION		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
3.3 CONTRACT POSITION		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
3.4 OUTPUT TARGET		OUTPUT TARGET		OUTPUT TARGET		OUTPUT TARGET	
		FY 2014	FY 2015	FY 2014	FY 2015	FY 2014	FY 2015
<b>DIRECT VICTIM SERVICES</b>							
Number of Unique Victims Served							
Assistance with Crime Victims' Compensation							
Assistance with Texas SAVNS/VINE							
Information and Referral							
Assistance with Restitution							
Criminal Justice Accompaniment							
Law Enforcement Accompaniment							
Medical Accompaniment							
Crisis Intervention							
Individual Counseling							
Support Groups							
Therapeutic Groups							
Peer Support Services							
Assistance with Victim Impact Panels							
Assistance with Victim Impact Statements							
Emergency Funds							
Follow-up with Victim							
Legal Assistance							
Lodging							
Other							
Transportation							
Victim Advocacy							
<b>VICTIM SERVICES TRAINING</b>							
Total Number of all Training Sessions							
Law Enforcement Individuals Trained							
Prosecution/Judicial Individuals Trained							
School Faculty Individuals Trained							
Medical Individuals Trained							
Faith-Based Individuals Trained							
Volunteer Individuals Trained							
Other Individuals Trained							
Total Number of all Individuals Trained		0	0	0	0	0	0
<b>OUTREACH OR COMMUNITY EDUCATION</b>							
Outreach or Community Education Presentations							
Outreach or Community Education Participants							
Informational Fairs							
Total Attendees at Informational Fairs							
25% of Total Attendees (auto-calculates)		0	0	0	0	0	0
Total Outreach or Community Ed Presentations		0	0	0	0	0	0
<b>STRUCTURED EDUCATION</b>							
Structured Education Presentations							
Structured Education Participants							

Crime Victim Services Division

OVAG/VCLG Application  
TAB C-Budget Calculation

Office of the Attorney General

V0072-14-0314

PERSONNEL - 03/14											
Title of Position	Sched. 1 Work Year	Sched. 2 Position Title	Class Number	Grade Symbol	Position Code	Current Salary	Proposed Salary	Salary Increase %	Current Benefits	Proposed Benefits	Current Total
03/14						SALARY			BENEFITS		
1. Victim Liaison		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
2.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
3.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
4.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
5.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
6.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
						\$ -			\$ -		
03/14						SALARY			BENEFITS		
1. Victim Liaison		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
2.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
3.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
4.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
5.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
6.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
						\$ -			\$ -		
03/14 POSITION INFORMATION											
Provide a brief description of the position to the project's plan.											
Victim Liaison											







Crime Victim Services Division

OVAG/VCLG Application  
TAB C-Budget Calculation

Office of the Attorney General

V0072-14-0314

Item	FY 2014		FY 2015		FY 2016	
	Amount	%	Amount	%	Amount	%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%


Item	FY 2014		FY 2015		FY 2016	
	Amount	%	Amount	%	Amount	%
OAG Sponsored Training Registration	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%
	\$ -	0%	\$ -	0%	\$ -	0%


le0

## Crime Victim Services Division

OVAG/VCLG Application  
TAB D - Project Summary

## Office of the Attorney General

V0072-14-0314

13.1 Complete the following statement, which will be used by the OAG to determine eligibility for funding. This project funds the provision of crisis intervention services to victims of domestic violence in Travis County.

This project funds one full-time victim counselor with specialized training and expertise in domestic violence to support victims of felony domestic violence in Travis County. The counselor will provide services to victims (from the beginning to the close of their case), including but not limited to information on victims' rights, help navigating the confusing court system, and preparation for testifying. The counselor will work closely with (staff of) the local domestic violence and sexual assault center, SafePlace, to ensure linkages to the full range of SafePlace services including emergency shelter, crisis intervention, counseling for adults and children, case management and life skills classes.

TYPE OF VIOLENCE		POPULATION	
Adults Molested as Children		African-American	X
Assault		Asian	X
Child Abuse		Elderly (65 and up)	X
DUI/DWI		Gay/Lesbian/Bisexual/Transgender	X
Family Violence	X	Hispanic	X
Hate/Bias Crimes		Persons with Disabilities	X
Human Trafficking		Rural	X
Physical Abuse and/or Neglect		Spanish-speaking	X
Robbery		Other	
Sexual Assault			
Survivors of Homicide Victims			
Other Victims of Crime			

13.2 Provide a brief description of the specific crime-related barriers that victims are faced to accessing or utilizing the specific victimization services reported in 13.1. Project description of 13.1 is: VCLG Services.

Domestic violence victims typically experience difficulties and extreme stress when accessing and utilizing the criminal justice system. Some of these obstacles result from their previous or ongoing relationships with the defendants, which may be exacerbated by the financial and emotional pain of cooperating with the prosecution. In many of these cases, family or friends, and/or the perpetrator, may pressure the victim not to seek prosecution. These victims face unique needs and challenges, and if they are not addressed, victims' ability to obtain justice and protection from violence is very limited. Victims of domestic violence need specialized supportive services that take into consideration the characteristics and intimate nature of the crimes that they have experienced.

13.3 Provide a brief description of the victimization cases that are being addressed by the project. Please note that these numbers are subject to small changes as investigations are cleared and re-opened by law enforcement. In 2012, SafePlace received 11,964 calls from or about sexual/domestic violence victims on its 24-hour crisis Hotline, and provided emergency shelter services to 861 family violence adult victims and their children in Austin/Travis County.

Crime Victim Services Division

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**PROJECT GOAL**  
The project goal is to continue to provide information, referral and other supportive services to victims of domestic violence. As in the past, services will be extended to victims who are involved in the felony criminal justice system in Austin/Travis County. During the next two years, our project will continue to provide a continuity of supportive services to domestic violence victims, from the moment we get the case until the case is adjudicated. Most importantly, as a result of this continuity of support combined with legal action, victims will have a better understanding of their rights as a victim, how the criminal justice system works, and how the support of SafePlace and other community resources can help keep them safe.

**QUALITY IMPROVEMENT INITIATIVE**  
Every service the counselor at TCDAO provides is entered into our computer system. Through this system, we are able to track services in a variety of areas and use the resulting data to measure our liaison's output performance. We are able to track letters sent to victims both pre-indictment and after indictment, telephone services to victims, information and referrals, court accompaniment, crisis intervention and follow-up with victims. In addition, we can track assistance in filing for Crime Victims' Compensation (CVC) and VINE. We also track outputs in providing Victim Impact Statements.



## Crime Victim Services Division

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PROJECTIVITY SERVICES	2013-2014	2014-2015
Number of Unique Victims Served	725	725
Assistance with Crime Victims' Compensation	300	300
Assistance with Texas VINE	300	300
Information and Referral	1000	1000
Assistance with Restitution	0	0
Criminal Justice Accompaniment	0	0
Law Enforcement Accompaniment	0	0
Medical Accompaniment	0	0
Crisis Intervention	300	300
Individual Counseling	0	0
Support Groups	0	0
Therapeutic Groups	0	0
Peer Support Services	0	0
Assistance with Victim Impact Panels	0	0
Assistance with Victim Impact Statements	0	0
Emergency Funds	0	0
Follow-up with Victim	1275	1275
Legal Assistance	0	0
Lodging	0	0
Other	0	0
Transportation	0	0
Victim Advocacy	0	0
TRAINING SERVICES	2013-2014	2014-2015
Total Number of all Training Sessions	0	0
Law Enforcement Individuals Trained	0	0
Prosecution/Judicial Individuals Trained	0	0
School Faculty Individuals Trained	0	0
Medical Individuals Trained	0	0
Faith-Based Individuals Trained	0	0
Volunteer Individuals Trained	0	0
Other Individuals Trained	0	0
Total Number of all Individuals Trained	0	0
OUTREACH SERVICES	2013-2014	2014-2015
Outreach or Community Education Presentations	0	0
Outreach or Community Education Participants	0	0
Informational Fairs	0	0
Total Attendees at Informational Fairs	0	0
25% of Total Attendees (auto-calculates)	0	0
Total Outreach or Community Ed Presentations	0	0
STRUCTURED EDUCATION	2013-2014	2014-2015
Structured Education Presentations	0	0
Structured Education Participants	0	0
<p>Not applicable.</p>		

**Office of the Attorney General**

21. OUTCOMES	
21.1 OUTCOME ASSESSMENT AND EVALUATION	
QUALITY SERVICE OUTCOMES	Current Target
Increase in knowledge of crime victims' rights	75%
Increase in knowledge of community resources and services	75%
PROFESSIONAL TRAINING OUTCOMES	
Increased knowledge of the justice system	
COMMUNITY EDUCATION OUTCOMES	
Increased knowledge of community resources and services	
PUBLIC AWARENESS CAMPAIGN	
Increased knowledge of crime victims' rights and community resources	
21.2 OUTCOME ASSESSMENT AND EVALUATION	
Reduction in victim, crisis, abuse and criminal justice system knowledge and understanding	
Increased understanding of the justice system and criminal justice system processes and procedures	
22. OUTCOMES OF THE QUALITY IMPROVEMENT 22.1 Outcome Assessment and Evaluation Goals of the Quality Improvement and Research and Development Processes and Procedures and the Quality Improvement and Research and Development Processes and Procedures	

## Crime Victim Services Division

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<p>The counselor in this position will bring specialized knowledge of and experience with domestic violence to her/his work with victims of felony domestic violence over the next two years. Expertise in domestic violence ensures the skill-level needed when assisting victims of violence by an intimate partner. With this project TCDAO will continue its partnership with SafePlace, local non-profit service provide with 40 years experience serving domestic and sexual violence victims. The counselor, employed by SafePlace but housed at TCDAO and a member of their Victim/Witness Division, will receive on-site supervision by the TCDAO Victim Services Director. They will also meet regularly with their SafePlace supervisor.</p>
<p>The counselor hired for this position will be well-equipped by experience and training to assist victims dealing with the complex dynamics of domestic violence and the effects of abuse. Three examples of what victims want and need to know are: 1. Clear information about the court and criminal justice system. 2. To comprehend the part they play in the system and their rights as victims; and, 3. Ongoing information and updates about their case. In addition, and equally important, victims want knowledge about services from SafePlace and/or other community services that might be useful to them, such as legal, financial, medical and affordable housing services. Our liaison will continue to provide answers to questions, information about services, and will educate victims about the dynamics of interpersonal violence and the effects of violence on victims and their loved ones. This expertise will inform all of her/his work with victims including informing them of their rights and choices, explaining relevant court processes, updating them on their cases and referring/linking them to needed community services including but not limited to the full range of services provided by SafePlace.</p>
<p>If TCDAO receives FY14-15 VCLG funds for the liaison position described above, we will reach our goal of continuing to provide key services to victims of felony domestic violence that we have provided since FY 2000. Domestic violence caseloads continue to grow each year. The support, information and education that victims receive from our liaison is very important to their own safety and the safety of their loved one.</p>

<p>2.1 Do these budget items add up to more than the total amount available for this project?</p>	Yes
<p>2.2 Do these budget items completely meet the needs of the project?</p>	Yes
<p>2.3 Describe why these additional items are required.</p>	

**Crime Victim Services Division**

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Our counselor will continue to collaborate with SafePlace, Austin-Travis County Family Violence Task Force, and the Family Violence Protection Team to help improve services and systematic responses to the needs of victims of domestic violence.

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<p>23. <b>Continuity Plan</b>          23.1. Briefly describe what would happen to the proposed grant project in the event that the OAG grant funding is no longer available.</p> <p>The Travis County District Attorney's Office fully supports the continuation and maintenance of this project and will continue its efforts to secure additional support for the position should OAG grant funds no longer be available. Possible funding sources for this project include private foundations, corporations, and individual donations. In addition, the DA's office is committed to maintaining quality services to victims of felony domestic violence and will make all efforts to serve them with existing staff.</p>
<p>24. <b>Financial Systems</b>          24.1. Describe the financial systems, internal controls, written policies and procedures, and other systems, databases, and/or forms used to ensure quality cost accounting, which will be used to track and verify the proposed financial activity.</p> <p>Every service our counselor provides is entered into our computer system. Through this system, we are able to track services in a variety of areas and use the resulting data to measure our liaison's performance. We are able to track letters sent to victims both pre-indictment and after indictment, telephone services to victims, information and referrals, court accompaniment, crisis intervention, and follow-up with victims. In addition, we can track assistance in filing for CVC and VINE, and in providing Victim Impact Statements.</p>
<p>25. <b>Budget Narrative</b>          25.1. Provide a justification, which includes a description of each budget category, based on information in the Budget of the State of Texas Summary.</p> <p>We have only one budget category, as indicated in Tab B. If this counselor position is not funded, hundreds of victims of domestic violence will not receive the advocacy, information, referrals and continuity of supportive services that they require. Since it will be necessary to spread the domestic violence intimate partner caseload among the other Victim Counselor caseloads, services to all victims will be impacted negatively.</p>

## Crime Victim Services Division

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DESCRIPTION	% of Position	Full Time	FY 2013 Reimbursement	FY 2014 Reimbursement	Total Project Cost
Personnel					
Victim Liaison	0%		\$	\$	\$
	0%		\$	\$	\$
	0%		\$	\$	\$
	0%		\$	\$	\$
	0%		\$	\$	\$
	0%		\$	\$	\$
Total FTEs	0.00		\$	\$	\$
Personnel Total			\$	\$	\$
Fringe					
Victim Liaison			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Fringe Total			\$	\$	\$
PROFESSIONAL & CONSULTANTS					
victim liaison services through contract with SafePlace			\$ 42,000	\$ 42,000	\$ 84,000
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Professional & Consultants Total			\$ 42,000	\$ 42,000	\$ 84,000
TRAVEL					
OAG Sponsored Training			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Local Travel (Mileage Only)			\$	\$	\$
Travel Total			\$	\$	\$
EQUIPMENT					
none			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Equipment Total			\$	\$	\$
SUPPLIES					
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Supplies Total			\$	\$	\$
OTHER DIRECT OPERATING EXPENSES					
OAG Sponsored Training Registration			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Other Direct Operating Expenses Total			\$	\$	\$
TOTAL BUDGET			\$ 42,000	\$ 42,000	\$ 84,000

## **Collaboration Agreement**

**In accordance with the requirements outlined in Part V, "Required Documents for Submission of Application" found on page 38 of the Application Kit and in conjunction with item #7 of Tab A, "Collaborations", the following 19 pages outline the current collaborative agreement that the Applicant has in place.**

**If this Application is approved, a similar collaborative agreement will be established for the FY14 and FY15 period.**

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1333285**

This contract is executed between the Office of the Attorney General (OAG) and Travis County District Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Travis County District 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 Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

**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 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 (20<sup>th</sup>) day of each month, or if the 20<sup>th</sup> 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 its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably 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 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@texasattorneygeneral.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.

**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 time 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 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 its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

## **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.

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.

**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 manner 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:

**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 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 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**



Don Clemmer  
~~Deputy Attorney General for Criminal Justice~~  
Office of the Attorney General

**TRAVIS COUNTY DISTRICT  
ATTORNEY'S OFFICE**



Printed Name: Rosemary Lehman  
Authorized Official

**EXHIBIT A**

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1333285**

**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:

<b>Budget Category</b>	<b>State Fiscal Year 2013</b>
Personnel	\$0
Fringe Benefits	\$0
Professional & Consultant Services	\$42,000
Travel	\$0
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$0
<b>Total</b>	<b>\$42,000</b>



**EXHIBIT B**

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

OAG Contract No. 1333285

**GRANT NARRATIVE**

The following narrative provided by GRANTEE in its FY2012-2013 grant application, and as further modified by the OAG, applies to this contract:

During the next two years, our SafePlace liaison will provide support for 1800 victims with 2800 services of information and referrals to help them move forward in their lives. Also included in the two year period, our liaison will provide counseling as it relates to crisis intervention, with 575 crisis intervention services. In addition, we will provide 3000 services in the category of follow up services. In addition, our liaison will provide assistance for victims with filling out Victim Impact Statements and CVC and Vine forms.

Our victim advocate will continue to answer the many questions victims have when they enter our confusing criminal justice system. Three examples of what victims want (need) to know are: (1) information about the court and criminal justice system that "they can understand"; (2) to comprehend the part they play in the system and what, if any, rights they have; and (3) on-going information and updates about their case. In addition, and equally important, victims want knowledge about services from SafePlace and/or any other community service that might be useful to them - i.e. legal, financial, medical and affordable housing services. Our liaison will continue to provide answers to questions, information about services and will also educate victims about the dynamics of interpersonal violence and the effects of violence on victims and their loved ones.

If our office is allowed to continue to collaborate with SafePlace for a specially trained liaison to be housed at the District Attorney's Office in the Victim/Witness Division, we will reach our goal of continuing to provide the many services to victims of felony domestic violence we have provided since FY 2000. Domestic violence caseloads continue to grow each year and the support, information and education victims receive from our liaison is very important and could be critical to their own safety and the safety of the victim's children.

**EXHIBIT C**

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1333285**

**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

## Item 15



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By/Phone Number:** Norman McRee/854-4821

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning & Budget *JB*

**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 \$784,494.28 for the period of April 26 to May 2, 2013.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

### STAFF RECOMMENDATIONS:

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 \$784,494.28.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$784,494.28

### REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to [Agenda@co.travis.tx.us](mailto:Agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
APRIL 26, 2013 TO MAY 2, 2013**

-

- 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) (Bank of America)**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** May 14, 2013

**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:** April 26, 2013 to May 2, 2013

**REIMBURSEMENT REQUESTED  
FOR THIS PERIOD:** \$784,494.28

**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 \$784,494.28.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: May 14, 2013  
 TO: Nicki Riley, 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: April 26, 2013  
 TO: May 2, 2013

**REIMBURSEMENT REQUESTED:** **\$ 784,494.28**

**SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:**

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,088,124.15
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 7, 2013	\$ (1,312,317.73)
Adjust to balance per UHC	\$ 8,687.86
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 784,494.28</b>
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 784,494.28</b>

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




All claims over \$25,000 (3 this week totaling \$145,311.14) 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 (\$178,910.63) 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 \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total \$1,137,176.86.

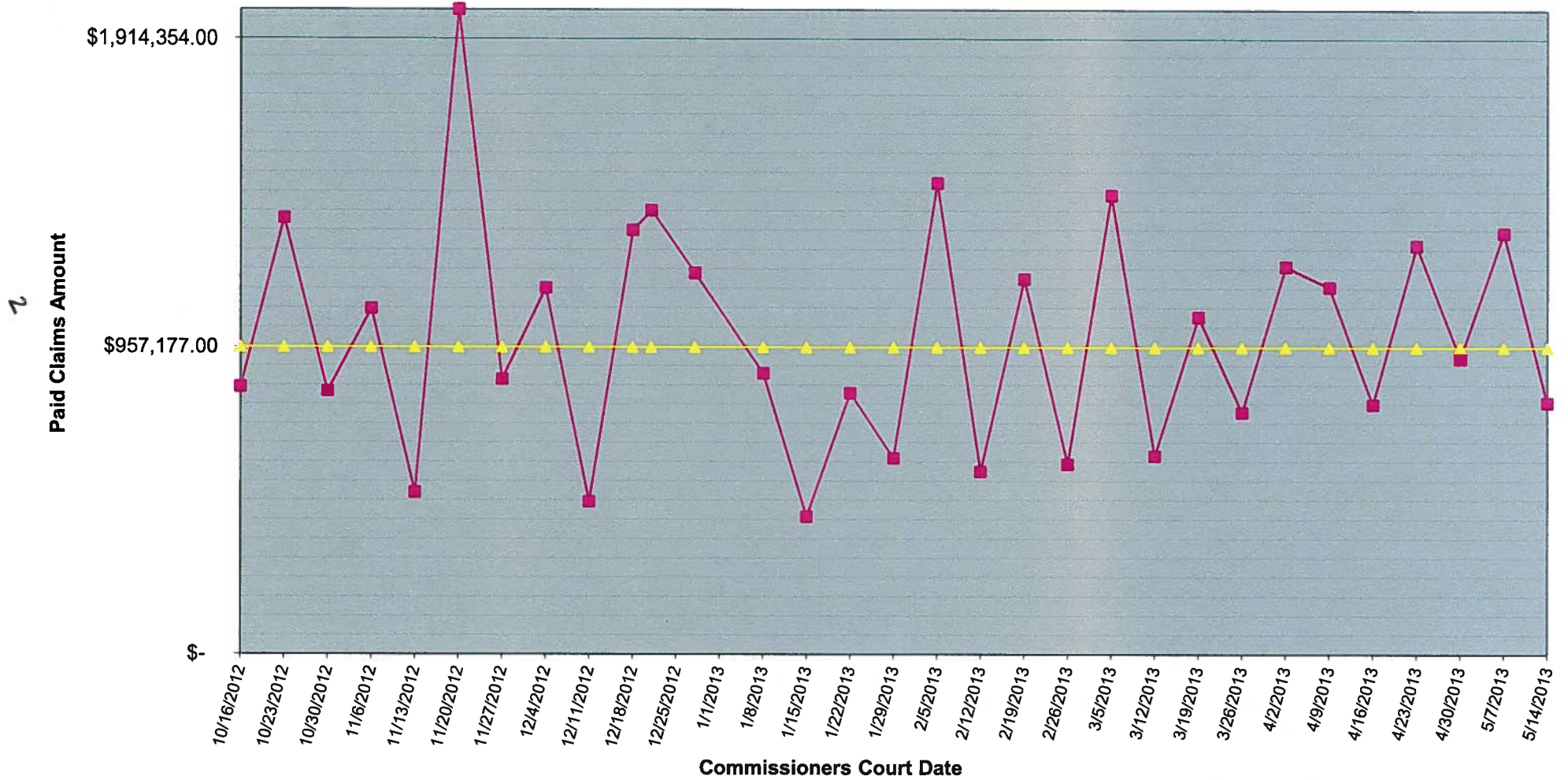
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 _____ John Rabb, Benefits Manager	5/3/13 _____ Date
 _____ Shannon Steele, Benefits Administrator	5/3/13 _____ Date
 _____ Norman McRee, Financial Analyst	5/3/13 _____ Date

\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

### Travis County Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



**Travis County Employee Benefit Plan  
FY13 Weekly Paid Claims VS Weekly Budgeted Amount**

W k	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
8	11/16/2012	11/22/2012	12/4/2012	\$ 1,140,771.38	\$ 957,177.23	0	\$ -	17.26%	14.05%
9	11/23/2012	11/29/2012	12/11/2012	\$ 474,802.74	\$ 957,177.23	2	\$ 98,896.45	18.21%	14.57%
10	11/30/2012	12/6/2012	12/18/2012	\$ 1,319,676.15	\$ 957,177.23	4	\$ 142,853.98	20.87%	17.30%
11	12/7/2012	12/13/2012	12/21/2012	\$ 1,380,972.18	\$ 957,177.23	8	\$ 726,479.65	23.64%	18.57%
12	12/14/2012	12/20/2012	12/28/2012	\$ 1,187,151.92	\$ 957,177.23	3	\$ 148,596.86	26.03%	20.69%
13	12/21/2012	12/27/2012	1/8/2013	\$ 875,593.97	\$ 957,177.23	5	\$ 262,457.31	27.79%	21.80%
14	12/28/2012	1/3/2013	1/15/2013	\$ 428,312.76	\$ 957,177.23	2	\$ 58,763.15	28.65%	22.93%
15	1/4/2013	1/10/2013	1/22/2013	\$ 814,824.53	\$ 957,177.23	0	\$ -	30.28%	25.13%
16	1/11/2013	1/17/2013	1/29/2013	\$ 610,955.41	\$ 957,177.23	1	\$ 41,841.23	31.51%	26.89%
17	1/18/2013	1/24/2013	2/5/2013	\$ 1,466,572.26	\$ 957,177.23	4	\$ 192,975.28	34.46%	28.96%
18	1/25/2013	1/31/2013	2/12/2013	\$ 569,238.61	\$ 957,177.23	2	\$ 75,547.81	35.60%	30.05%
19	2/1/2013	2/7/2013	2/19/2013	\$ 1,169,082.60	\$ 957,177.23	1	\$ 25,851.04	37.95%	31.86%
20	2/8/2013	2/14/2013	2/26/2013	\$ 592,192.07	\$ 957,177.23	2	\$ 72,001.13	39.14%	34.26%
21	2/15/2013	2/21/2013	3/5/2013	\$ 1,429,268.44	\$ 957,177.23	3	\$ 250,943.12	42.01%	36.83%
22	2/22/2013	2/28/2013	3/12/2013	\$ 617,670.76	\$ 957,177.23	1	\$ 30,476.50	43.25%	38.55%
23	3/1/2013	3/7/2013	3/19/2013	\$ 1,051,038.00	\$ 957,177.23	2	\$ 61,077.22	45.36%	41.36%
24	3/8/2013	3/14/2013	3/26/2013	\$ 754,131.33	\$ 957,177.23	3	\$ 93,494.47	46.88%	42.83%
25	3/15/2013	3/21/2013	4/2/2013	\$ 1,207,753.63	\$ 957,177.23	5	\$ 187,944.03	49.30%	44.44%
26	3/22/2013	3/28/2013	4/9/2013	\$ 1,143,736.22	\$ 957,177.23	5	\$ 386,145.74	51.60%	46.79%
27	3/29/2013	4/4/2013	4/16/2013	\$ 778,673.30	\$ 957,177.23	2	\$ 67,438.64	53.17%	48.19%
28	4/5/2013	4/11/2013	4/23/2013	\$ 1,272,288.67	\$ 957,177.23	4	\$ 185,102.83	55.72%	51.21%
29	4/12/2013	4/18/2013	4/30/2013	\$ 922,180.96	\$ 957,177.23	5	\$ 196,051.28	57.58%	52.36%
30	4/19/2013	4/25/2013	5/7/2013	\$ 1,312,317.73	\$ 957,177.23	4	\$ 129,379.59	60.21%	54.89%
31	4/26/2013	5/2/2013	5/14/2013	\$ 784,494.28	\$ 957,177.23	3	\$ 145,311.14	61.79%	56.65%
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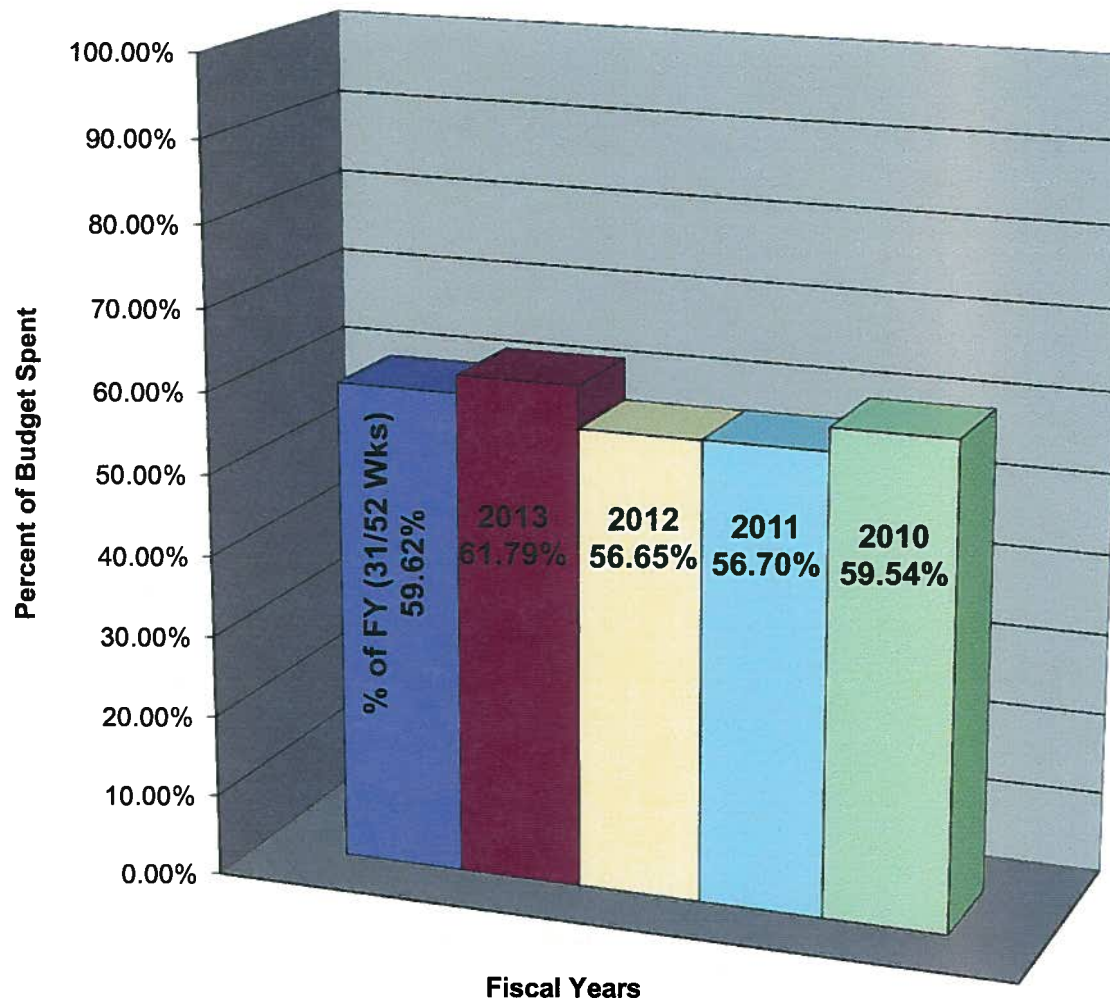
Claims & Budget to Date	\$ 30,754,265.36	\$ 29,672,494.15
Gross Paid Claims over (under) Budget		\$ 1,081,771.21

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Stop Loss \$ 1,137,176.86  
Net of Stop Loss \$ (55,405.65) over (under budget)



### Comparison of Claims to FY Budgets Week 31



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**Norman Mcree**

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**From:** SIFS FAX@UHC.COM  
**Sent:** Friday, May 03, 2013 1:37 AM  
**To:** Norman Mcree  
**Subject:** UHG FUNDING NOTIFICATION

TO: NORMAN MCREE                      FROM: UNITEDHEALTH GROUP  
 FAX NUMBER: (512) 854-3128              AB5  
 PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-05-03                      REQUEST AMOUNT: \$2,088,124.15

CUSTOMER ID: 00000701254  
 CONTRACT NUMBER: 00701254 00709445  
 BANK ACCOUNT NUMBER: 385015850067              ABA NUMBER: 011900445  
 FUNDING                      ADVICE FREQUENCY: DAILY  
 FREQUENCY: FRIDAY    INITIATOR: CUST    METHOD: ACH    BASIS: BALANCE

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**CALCULATION OF REQUEST AMOUNT**

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-05-02              \$606,661.32  
 - REQUIRED BALANCE TO BE MAINTAINED:              \$2,668,041.00  
 + PRIOR DAY REQUEST:              \$00.00

= UNDER DEPOSIT:                      \$2,061,379.68

+ CURRENT DAY NET CHARGE:              \$26,744.47  
 + ISSUED CREDIT AMOUNT:              \$00.00  
 + FUNDING ADJUSTMENTS:              \$00.00

REQUEST AMOUNT:              \$2,088,124.15

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**ACTIVITY FOR WORK DAY: 2013-04-26**

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$75,576.20	\$00.00	\$75,576.20
<b>TOTAL:</b>	<b>\$75,576.20</b>	<b>\$00.00</b>	<b>\$75,576.20</b>

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013\_05\_03

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	0.23		28	11071029	AE	2	4/29/2013	50	5/2/2013
701254	632	0.01	QG		11561148	AA	5	4/29/2013	100	5/1/2013
701254	632	0.01	QG		11561148	AE	1	4/29/2013	100	5/1/2013
701254	632	0.01	QG		11561148	AH	6	4/29/2013	100	5/1/2013
701254	632	0.01	QG		11561148	AH	1	4/29/2013	100	5/1/2013
701254	632	0.01	QG		11561148	AH	6	4/29/2013	100	5/1/2013
701254	632	0.01	QG		11561148	AH	9	4/29/2013	100	5/1/2013
701254	632	0.01	QG		11561148	AH	9	4/29/2013	100	5/1/2013
701254	632	0.01	QG		11561148	AH	11	4/29/2013	100	5/1/2013
701254	632	0.01	QG		11561148	AH	9	4/29/2013	100	5/1/2013
701254	632	0.01	QG		11561148	AH	1	4/29/2013	100	5/1/2013
701254	632	-11.75	QG		70863131	AA	3	4/13/2012	50	4/29/2013
701254	632	-12.57	QG		81379754	AA	8	1/28/2013	50	4/30/2013
701254	632	-15	QG		41403333	AE	9	2/7/2013	50	5/3/2013
701254	632	-44	PH		38816603	AH	1	2/22/2013	50	5/3/2013
701254	632	-80.2	QG		31308889	AH	8	12/10/2012	50	4/29/2013
701254	632	-129.01	QG		92107732	AH	8	2/11/2013	50	5/2/2013
701254	632	-295.38	QG		11379004	AE	5	1/18/2013	50	5/1/2013
701254	632	-436.32	QG		21339752	AA	6	1/4/2013	50	4/29/2013

784,494.28

# ***Travis County Hospital and Insurance Fund - County Employees***

## ***UHC Payments Deemed Not Reimbursable***

For the payment week ending: 05/02/2013

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

## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 05/02/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 135,091.69
	RR	1110068956	516110	\$ 13,010.02
			Total CEPO	\$ 148,101.71
EPO	EE	1110068956	516030	\$ 155,025.03
	RR	1110068956	516130	\$ 10,380.21
			Total EPO	\$ 165,405.24
PPO	EE	1110068956	516020	\$ 439,373.76
	RR	1110068956	516120	\$ 31,613.57
			Total PPO	\$ 470,987.33
			Grand Total	\$ 784,494.28

## Item 16



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 5/14/13

**Prepared By/Phone Number:** Cynthia Lam-Roldan, 854-4822

**Elected/Appointed Official/Dept. Head:** Leslie Browder, 854-9106

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine POPS Salary Adjustment request from Constable Precinct 1's Office for a variance to Travis County Code § 10.0295, Peace Officer Pay Scale (POPS).
- C. Non-routine POPS Promotion request from Constable Precinct 1's Office for a variance to Travis County Code § 10.0295, Peace Officer Pay Scale (POPS).
- D. Non-routine Salary Adjustment request from Constable Precinct 5's Office for a variance to Travis County Code § 10.03002, General Overview for Determining Pay Policy.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 7, 9 - 11.**

**B. Non-Routine Personnel Action – Pages 8, 12 - 14.**

**Constable Precinct 1** requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place Position 30001728 from step 7 to step 10, Constable Sergeant, PG 64. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

**C. Non-Routine Personnel Action – Pages 8, 15 - 17.**

**Constable Precinct 1** requests an exception to Peace Officer Pay Scale (POPS) - Travis County Code § 10.0295 promoting a Constable Deputy, PG 61, step 1 to Constable Sergeant, PG 64, step 5. HRMD has reviewed supporting documentation and does not recommend approval; PBO has confirmed funding.

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

**D. Non-Routine Personnel Action – Pages 8, 18 - 20.**

**Constable Precinct 5** requests approval for a salary adjustment that exceeds 10% above midpoint – Travis County Code § 10.03002, Position 30001850, Court Clerk II, PG 15. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

If you have any questions or comments, please contact 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  
Leslie Browder, Planning and Budget Office, 854-9106

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



## *Human Resources Management Department*

700 Lavaca Street, 4<sup>th</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

**May 14, 2013**

**ITEM # :**

**DATE:** May 3, 2013

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

**VIA:** Leslie Browder, County Executive, Planning and Budget

**FROM:** Todd L. Osburn, Compensation Manager, HRMD

*DO/cw*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 7, 9 - 11.**

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**Constable Precinct 1** requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place Position 30001728 from step 7 to step 10, Constable Sergeant, PG 64. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

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If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

LB/TLO

**Attachments**

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



## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	05/02/2013	N/A	N/A	1450 - Facilities Management	30000454 / Groundskeeper / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / \$11.00
New Hire	New Hire	04/29/2013	N/A	N/A	1450 - Facilities Management	30000438 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$38,168.00
New Hire	New Hire	05/01/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30005463 / Social Services Program A / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$61,421.00
New Hire	New Hire	05/01/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30005408 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$37,211.20
New Hire	New Hire	04/29/2013	N/A	N/A	3050 - Tax Collector	30000148 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	05/02/2013	N/A	N/A	3050 - Tax Collector	30050954 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$14.54
New Hire	New Hire	05/01/2013	N/A	N/A	3300 - District Attorney	30001376 / Paralegal Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD19 / 00 / \$50,793.60

2

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	04/25/2013	N/A	N/A	3455 - Constable Pct 2	30001752 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$34,000.00
New Hire	New Hire	05/06/2013	N/A	N/A	3500 - Sheriff	30001922 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$39,623.17
New Hire	New Hire	06/03/2013	N/A	N/A	3650 - Juvenile Probation	30004527 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$87,297.60
New Hire	New Hire	05/01/2013	N/A	N/A	3650 - Juvenile Probation	30004294 / Juvenile Probation Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$40,809.60
New Hire	New Hire	05/16/2013	N/A	N/A	3650 - Juvenile Probation	30004317 / Juvenile Rsdnt Treatment / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59
Re-Hire	Re-Hire	04/19/2013	N/A	N/A	1450 - Facilities Management	30000520 / Building Security Guard / 8 - Retiree Temp / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09
Mobility	Career Ladder	05/29/2013	3500 - Sheriff	30003116 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	3500 - Sheriff	30003116 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	05/31/2013	3500 - Sheriff	30002833 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002833 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	04/23/2013	3500 - Sheriff	30003154 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 03 / \$54,414.67	3500 - Sheriff	30003154 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 03 / \$58,681.38
Mobility	Career Ladder	05/01/2013	3500 - Sheriff	30003118 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 04 / \$55,502.93	3500 - Sheriff	30003118 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 04 / \$60,089.54
Mobility	Career Ladder	05/31/2013	3500 - Sheriff	30002836 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002836 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	05/01/2013	3650 - Juvenile Probation	30004345 / Juvenile Rsdnt Treatment Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,395.69	3650 - Juvenile Probation	30004345 / Juvenile Rsdnt Treatment Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$32,345.46
Mobility	Career Ladder	05/01/2013	3650 - Juvenile Probation	30004368 / Juvenile Detention Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83	3650 - Juvenile Probation	30004368 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$32,345.46

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Interdpt Change	05/16/2013	3100 - County Attorney	30000835 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$30,151.26	3470 - Constable Pct 5	30001844 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,261.84
Mobility	Interdpt Change	06/01/2013	3600 - Pretrial Services	30005949 / Substance Abuse Monitor / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / \$31,863.10	3470 - Constable Pct 5	30001854 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,500.00
Mobility	Lateral Transfer	05/01/2013	3650 - Juvenile Probation	30004181 / Juvenile Shift Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$54,135.12	3650 - Juvenile Probation	30004292 / Juvenile Case Work Mgr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$54,135.12
Mobility	Promotion	04/16/2013	3150 - County Clerk	30000973 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$34,388.71	3150 - County Clerk	30000975 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$37,710.40
Mobility	Promotion	05/06/2013	3325 - Criminal Courts	30001569 / Judicial Aide Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$47,018.40	3325 - Criminal Courts	30001568 / Court Services Mgmt Adm Coord / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$49,368.90
Mobility	Temporary to Regular	05/01/2013	1850 - Health and Human Sv and Vet Sv	30050287 / Planner / 2 - Temporary / 06 - Hourly - No Bnf / GRD19 / 00 / \$24.42	1850 - Health and Human Sv and Vet Sv	30005423 / Planner / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$50,793.60
Salary Change	Salary/Hourly Rate Change	04/29/2013	3450 - Constable Pct 1	30001725 / Office Mgr Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$58,569.19	3450 - Constable Pct 1	GRD21 / 00 / \$64,388.00



## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	05/01/2013	3470 - Constable Pct 5	30001853 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$36,589.72	3470 - Constable Pct 5	GRD14 / 00 / \$38,089.72
Salary Change	Salary/Hourly Rate Change	05/01/2013	3470 - Constable Pct 5	30001846 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$35,924.00	3470 - Constable Pct 5	GRD13 / 00 / \$37,424.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	3470 - Constable Pct 5	30001848 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,781.00	3470 - Constable Pct 5	GRD13 / 00 / \$33,281.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	3470 - Constable Pct 5	30001851 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$34,730.00	3470 - Constable Pct 5	GRD13 / 00 / \$36,230.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	3470 - Constable Pct 5	30001864 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,159.00	3470 - Constable Pct 5	GRD13 / 00 / \$32,659.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	3470 - Constable Pct 5	30001849 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,096.00	3470 - Constable Pct 5	GRD13 / 00 / \$33,596.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	3470 - Constable Pct 5	30001852 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,159.00	3470 - Constable Pct 5	GRD13 / 00 / \$32,659.00

6

REVISED JOB DESCRIPTION		
Job Title / Job #	FLSA	Pay Grade
Occupational Health Safety Engineer / 20000391	E	24
HRMD is providing the attached revised job description for approval, see pages 9 - 11.		

THIS SECTION LEFT BLANK INTENTIONALLY.

<b>NON-ROUTINE ACTIONS</b>				
<b>Dept. (From)</b>	<b>CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt</b>	<b>Dept. (To)</b>	<b>NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt</b>	<b>Comments</b>
3450 - Constable Pct 1	30001728 / Constable Sergeant / 1 – Regular / 02 - Full Time Non-Exempt / GRD64 / 07 / \$80,563.60	3450 - Constable Pct 1	30001728 / Constable Sergeant / 1 – Regular / 02 - Full Time Non- Exempt / GRD64 / 10 / \$85,513.58	POPS step change. Placing from Step 7 to Step 10. Travis County Code § 10.0295.
3450 - Constable Pct 1	30050296 / Constable Deputy / 4 - Special Project / 02 - Full Time Non-Exempt / GRD61 / 01 / \$49,686.62	3450 - Constable Pct 1	30001727 / Constable Sergeant / 1 – Regular / 02 - Full Time Non- Exempt / GRD64 / 05 / \$77,739.58	Exception to Travis County Code § 10.0295 (f)(4). POPS Promotion. Placing at Step 5.
3470 - Constable Pct 5	30001850 / Court Clerk II / 1 – Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$46,816.00	3470 - Constable Pct 5	GRD13 / 00 / \$48,316.00	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

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

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Sarah Eckhardt, Commissioner, Pct. 2**

\_\_\_\_\_  
**Gerald Daugherty, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**

# TRAVIS COUNTY JOB DESCRIPTION

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## **JOB TITLE: Occupational Health & Safety Engineer**

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**JOB CODE:** 24527  
**PAY GRADE:** 24

**FLSA STATUS:** Exempt  
**LAST REVISED:** 5/01/13

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### **JOB SUMMARY:**

Develops, implements, and coordinates health, safety and loss prevention programs. Primary areas of emphasis include Indoor Air Quality Program, Public Access Defibrillator Program, ADA, Employee Emergency Action Program and construction safety. Works with departmental personnel in implementing safety and loss prevention programs at the department and division level. Performs inspections for health and safety, conducts or coordinates IAQ testing and sampling, interprets results, plans and coordinates remediation of water or mold damage in County owned, leased or occupied buildings. Responds to employee concerns about safety and health.

### **DISTINGUISHING CHARACTERISTICS:**

This is a job classification within the Human Resources job family. Highest level position responsible for developing, implementing and coordinating health, safety and loss prevention programs. This position may require a flexible work schedule in order to meet the needs of the organization.

### **DUTIES AND RESPONSIBILITIES:**

- Develops and implements countywide Indoor Air Quality Program. Investigates employee concerns, inspects facility, tests air quality, collects samples, interprets laboratory results, interviews personnel, performs work area surveys and writes detailed evaluations with preventative and corrective actions. Recommends and designs water and mold damage remediation scopes of work. A schedule, coordinates, inspects, and approves remediation work. Writes requirements for IAQ contract bid documents, evaluates proposal and recommends best respondent for remediation contractors and IAQ consultants. Reviews and approves invoices for payments.
- Develops, writes, and implements countywide Public Access Defibrillator Program. Act as PAD program manager for County program and Liaison for HRMD. Assists all County offices and departments with AED facility assessments, training requirements, and developing specific office and department programs to implement AED protocols. Develops, with the purchasing office, County purchasing contract for AED and supplies. Maintains all installation, maintenance, registration, and incident documentation. Conducts post-incident reviews. Coordinates activities with Oversight Physician and ATC EMS. Reviews and approves invoices for payment.
- Performs facility inspection to ensure compliance with the ADA and the Texas Architectural Barriers Act. Prepares written assessments and specifies corrective actions.
- Develops, writes and implements countywide Employee Emergency Action Program. Integrates and coordinates facility specific plans with occupying offices and departments. Develops training for emergency wardens. Coordinates activities with security, Austin Fire Department and ATC EMS.
- Writes construction project purchasing bid documents for project safety. Reviews and evaluates contractor safety plans and procedures. Inspects and evaluates construction sites to ensure safety and health of persons, property and the environment, and compliance with loss prevention programs. Attends and participate in pre-bid, pre-construction and other project meetings that can affect project safety.
- Responds to concerns regarding employee safety, health and security. Determines if life safety or health issues are present and, as required, takes immediate actions to preserve safety and health of people, property and the environment. Recommends preventative and corrective actions.
- Functions as a safety, health and security resource for Workers Compensation, general liability claims and employee relations.
- Performs other job-related duties as assigned.



## TRAVIS COUNTY JOB DESCRIPTION

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### JOB TITLE: Occupational Health & Safety Engineer

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JOB CODE: 24527  
PAY GRADE: 24

FLSA STATUS: Exempt  
LAST REVISED: 5/01/13

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#### MINIMUM REQUIREMENTS:

##### Education and Experience:

Bachelor's degree in Engineering, Environmental Sciences, Chemistry or a directly related field AND six (6) years of increasingly responsible directly related experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

##### Licenses, Registrations, Certifications, or Special Requirements:

Certified Safety Professional or Certified Industrial Hygienist.  
Valid Texas Driver's License.

##### Preferred:

Registered Accessibility Specialist.

##### Knowledge, Skills, and Abilities:

###### Knowledge of:

- County policies, procedures and terminology.
- Federal, State, and Local laws, statutes, and regulations relating to the field.
- Digital photography, air quality meters, air sampling equipment, moisture meters, and anemometers.
- Negotiating, interviewing and investigative practices and techniques.
- Occupational Health & Safety Administration.
- Principles and practices of Human Resources management.
- Recent Risk Management developments and current literature.
- Office management.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

###### Skill in:

- Using respirators.
- Problem-solving and decision-making.
- Customer service delivery.
- Explaining complicated technical problems in simple non-technical language.
- Prioritizing work assignments.
- Both verbal and written communication.

###### Ability to:

- Interpret, conduct research, analyze and develop programs and policies, practices, and procedures.
- Network and interact with a diverse workforce, community and customer population.
- Analyze and evaluate data and identify trends.
- Operate photographic equipment.
- Operate personal protective equipment.
- Work independently as well as in a team environment.
- Interpret, conduct research, analyze and develop programs and policies, practices, and procedures.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, construction safety management, construction safety subcontractors, and the general public.

## TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE:**           **Occupational Health & Safety Engineer**

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**JOB CODE:**           24527  
**PAY GRADE:**        24

**FLSA STATUS:**       Exempt  
**LAST REVISED:**    5/01/13

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**WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

Physical requirements include the ability to lift/carry 50 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to dust, extreme temperatures/weather change, extreme heat, extreme cold, humidity, dangerous machinery, and hazardous chemicals.

<p><b>This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.</b></p>
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## Human Resources Management Department

700 Lavaca Street, 4<sup>th</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

### MEMORANDUM

DATE: May 3, 2013

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

VIA: Leslie Browder, County Executive, Planning & Budget *JB*

FROM: Todd Osburn, Compensation Manager *TO/ae*

SUBJECT: Constable, Precinct 1- Non-Routine POPS Salary Adjustment,  
 Position 30001728

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

Constable, Precinct 1's Office Request:

Constable Precinct 1's Office requests approval to pay a salary adjustment to one Constable Sergeant in the amount of \$4,949.98. The resulting pay differential between steps 7 (\$80,563.60) and 10 (\$85,513.58) is approximately six percent. The pay action would apply to the following position:

<u>Position #</u>	<u>From</u>	<u>To</u>
30001728	Constable Sergeant PG 64 / Step 7 \$80,563.60	Constable Sergeant PG 64 / Step 10 \$85,513.58

Policy

*Travis County Code §10.0295 does not specifically address whether employees on the Peace Officer Pay Scale (POPS) are eligible for salary adjustments to address previous funding shortfalls for steps.*

### **History:**

On November 1, 2010, Commissioners Court approved an action to promote the officer in question from Deputy Constable Sr. to Constable, Sergeant. At the time of the promotion, the officer moved from Grade 62, Step 15 to Grade 64, Step 2. The ordinary progression would have been from Grade 62, Step 15 to Grade 64, Step 15. However, Constable 1's Office did not have recognized permanent salary savings to move the officer beyond Step 2, and received permission to move the officer to Step 2 until such time as additional funding became available.

On October 30, 2012, Commissioners Court approved a non-routine action adjusting this officer's pay from Grade 64, Step 2 to Grade 64, Step 7.

### **Issue**

Policy does not specifically address whether employees on the POPS scale are eligible for salary adjustments. Long-standing practice has been that employees covered by POPS, when promoted, are placed on the same step in the new pay grade that they were on in their previous pay grade. In this case, funding was not available to accommodate this action in November, 2010. The request made by Constable 1's Office at the present time is to move the employee closer to the step the incumbent would have been at had more funding been available at the time.

### **Recommendation**

HRMD acknowledges that the special nature of this request was driven by budgetary constraints within the Constable's Office at the time of the promotion. At that time, funding was only available to move the officer to Step 2. With funding now available, HRMD supports this action to move the officer from Step 7 to Step 10. This action would be effective May 1, 2013.

The Planning and Budget Office (PBO) has confirmed available funding for the adjustment to step 10.

**DANNY THOMAS**  
CONSTABLE PRECINCT ONE  
TRAVIS COUNTY



4717 HEFLIN LANE, STE. 127  
AUSTIN, TEXAS 78721  
(512) 854-7510 FAX (512) 929-0981

2013 APR 25 PM 4:48  
PERSONNEL

To: Aerin Toussant Budget Analyst  
Cynthia Lam-Roldan

From: Constable Danny Thomas  
*Danny Thomas*

Subject: FY 13 Salary

Date: April 24, 2013

This memorandum represents a formal request for a FY 13 salary adjustment for the following employee:

Employee # 11581  
Slot #8

This Employee has been with Precinct One for over (20) twenty years; he was former Chief under the old administration his salary would have been over ninety thousand however, when the new elected official was elected in 2009 he was then classified as senior deputy at \$56,559.57. Even with this increase this employee years of service will not be compensated for.

This is a salary adjustment to continue to try to compensate this employee for all the years of experience in which we did not have funds in our budget at the time.

This Employee serves as an assistant to the Chief. Along with the outstanding leadership skills and the over 20 years of experience at the Constable Office a level of integrity is maintained. With a professional work ethic and continued goal oriented to go over and beyond the call of duty in order to complete the mission of Precinct one. This employee is constantly taking initiative to improve the workflow of precinct one. This is a request to reward for the hard work and consistency.

The monies requested in the amount \$4,949.98 are available in Permanent Salary Savings I am requesting an increase from \$80,563.60 to 85,513.58

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"A VISION THAT EMPOWERS THE COMMUNITY"



## Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

### MEMORANDUM

DATE: May 3, 2013

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

VIA: Leslie Browder, County Executive, Planning & Budget *LB*

FROM: Todd Osburn, Compensation Manager, HRMD *TO/cw*

SUBJECT: Constable, Precinct 1 - Non-Routine POPS Promotion, Position 30001727

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

#### **Constable, Precinct 1's Office Request:**

Constable Precinct 1's Office requests approval to pay a salary of \$77,739.58 to one Deputy Constable upon promotion to Constable Sergeant. The incumbent currently earns \$49,686.62. The resulting pay increase would be \$28,052.96, or 56.5%. The pay action would apply to the following position:

#### **From**

Position #30050296  
Deputy Constable  
PG 61 – Step 1  
\$49,686.62

#### **To**

Position #30001727  
Constable Sgt.  
PG 64 – Step 5  
\$77,739.58

#### **Policy:**

Travis County Code §10.0295 does not specifically address whether employees on the Peace Officer Pay Scale (POPS) must be paid on a step-to-step basis upon promotion, nor does it address the bypassing of the usual career ladder progression from Deputy Constable to Deputy Constable Senior.



**Issues:**

The typical progression to a Constable Sergeant includes service through the non-TCSO POPS career ladder from Deputy Constable to Deputy Constable Senior prior to eligibility for promotion to Constable Sergeant. The proposed action bypasses service as a Deputy Constable Senior, which includes having passed a written examination.

Additionally, the employee does not meet the minimum qualifications for Constable Sergeant, which include two years of continuous law enforcement officer experience in the department. This employee has only served with the department since February 1, 2013. According to policy, an elected official may hire or promote someone who does not meet minimum qualifications provided they place the individual at the minimum of the pay grade (Step 1 in this case).

The employee is currently a Deputy Constable, step 1 and the department is proposing promotion to Constable Sergeant, step 5. While the policy does not specifically address whether POPS employees must be paid on a step-to-step basis upon promotion, the long-standing practice has been that these employees, when promoted, are placed on the same step in the new pay grade that they were on in their previous pay grade. This would be step 1. This is further supported by not meeting the minimum qualifications above.

**Recommendation:**

HRMD recommends that Commissioners Court approve the promotion to Sergeant but set the pay level at step 1; which on the current POPS scale is \$71,704.46.

The Planning and Budget Office (PBO) has confirmed available funding for both the Constable's requested salary and HRMD's recommendation. This action would be effective May 7, 2013.

**DANNY THOMAS**  
CONSTABLE PRECINCT ONE  
TRAVIS COUNTY



4717 HEFLIN LANE, STE. 127  
AUSTIN, TEXAS 78721  
(512) 854-7510 FAX (512) 929-0981

2013 APR 25 PM 4:46  
PERSONNEL

To: Aerin Toussant Budget Analyst  
Cynthia Lam-Roldan

From: Constable Danny Thomas  
*Danny Thomas*

Subject: FY 13 Salary

Date: April 24, 2013

This memorandum represents a formal request for a FY 13 salary adjustment for the following employee:

Employee # 00041253  
Slot #5

This Employee has an Associate's Degree in Criminal Justice and a minor in Sociology.

I believe this Employee brings a professional background which includes over 30 years' of various facets of experience with the Austin Police Department in which he served as a Lieutenant. This Employees experience includes Team building, Training Instructor, and Leadership skills. These skills will bring forth new innovating ideas to enhance our current program. I feel that this employee will prove to be a valuable asset to Constable Precinct One.

I am requesting his salary begin at \$77,739.58





## Human Resources Management Department

700 Lavaca Street, 4<sup>th</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

### MEMORANDUM

DATE: May 3, 2013

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

VIA: Leslie Browder, County Executive, Planning & Budget *LB*

FROM: Todd Osburn, Compensation Manager *TO/cwe*

SUBJECT: Constable, Precinct 5 Salary Adjustment, Position 30001850

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

#### **Constable, Precinct 5's Office Request:**

Constable Precinct 5's Office requests approval to increase the current salary of one Court Clerk II in the amount of \$1,500. The employee is just short of 10 percent above midpoint, and the proposed increase would place the position above that threshold. The salary adjustment would apply to the following position:

<b><u>Position #</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
30001850	\$46,816.00 Court Clerk II	\$48,316.00 Court Clerk II

#### **Policy**

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

#### **Issue**

The proposed salary increase places the employee greater than 10% above the midpoint of the pay grade. By policy, this makes the proposed salary action non-routine.

**Recommendation**

HRMD recommends approval of the proposed salary adjustment. Constable Precinct 5's Office request is reasonable as the employee is a key person to perform interpretation for the department. Planning and Budget Office (PBO) has confirmed funding. The action would be effective May 1, 2013.



**CARLOS B. LOPEZ**

TRAVIS COUNTY CONSTABLE, PRECINCT FIVE

2013 APR 30 PM 4:16

**PERSONNEL**

Date: April 30, 2013

To: Todd Osburn, Compensation Manager, Travis County HRMD

From: Cinda Kortan, Division Manager *CK*

Subject: Salary Adjustments

This memorandum is a request to increase the salary for a Court Clerk in my office that has successfully passed her Bi-lingual Certification for Spanish Proficiency. This employee plays a vital role as an interpreter for our office to conduct county business.

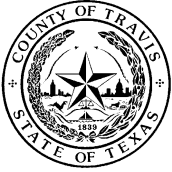
This individual has been with our office for 26 years and an increase of \$1,500 a year is equal to a 3.5% increase. The only reason it is considered non-routine is that this will put the employee over the 10% above midpoint. Since this employee has 26 years of service and the amount is within and acceptable amount, we request that this request be approved. This will be funded internally using salary savings and funding has been confirmed by PBO.

If there are any questions, please do not hesitate to contact me.

*20*



## Item 17



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By/Phone Number:** John E. Pena 854-9515, Marvin Brice 854-9765

**Elected/Appointed Official/Dept. Head:** Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

**Agenda Language:** Approve Modification No. 2 to Contract No. 4400000818 (HTE Contract No. PS100298JE), HVJ Associates, Inc. for Design Services for the Capital Area Pavement Engineering Council (CAPEC).

- **Purchasing Recommendation and Comments:** Purchasing concurs with the department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- The Capital Area Pavement Engineering Council (CAPEC) initiative is a multi-agency effort aimed at eliminating or minimizing historical problems associated with roadways constructed over the highly expansive soils located predominately east of IH-35. The initiative also strives to provide an added benefit of standardization of pavement designs.

On August 23, 2011, the court approved a Professional Services Agreement (PSA) in the amount of \$76,700.00 with the engineering firm HVJ Associates, Inc. for Phase 1 of this project which included collection of information; developing a work plan for Phase 2; and to produce an Interim Report. On November 12, 2012, Modification No. 1 was approved for \$7,733.40 to increase the number of Partnering Sessions and supplement stakeholders input with computerized surveys to better quantify and document issues and goals.

Phase 1 is complete; however, additional work has been requested to be amended into Phase 1 as subtasks as well as add the required work for Phase 2 and associated tasks and subtasks.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

TNR has completed its negotiations, with the Purchasing Office assistance, for the scope and negotiated fee with the consultant and recommends approval of Modification No. 2 for Phase 2 in the amount of \$225,550.00. Approval for costs associated with Phase 3 will be submitted at a later date.

- **Contract Expenditures:** Within the last 12 months \$84,433.40 has been spent against this contract.

- **Contract-Related Information:**

Award Amount: \$76,700.00  
 Contract Type: Professional Services  
 Contract Period: 15 Months from the NTP.

- **Contract Modification Information:**

Modification Amount: \$225,550.00  
 Modification Type: Professional Services  
 Modification Period: 6 Months from the NTP date for Mod. 2.

- **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:**

	FRD: 0300000403				
	City of Austin	Travis County	Williamson County	City of Pflugerville	
Fund	0001	0145	0001	0001	
Fund Center	1490200001	1490200145	1490200001	1490200001	
G/L	511900	511900	511900	511900	
Amount	\$ 113,451.65	\$ 46,012.20	\$ 62,702.90	\$ 3,383.25	<b>\$ 225,550.00</b>



**MODIFICATION OF CONTRACT NUMBER:** 4400000818 (PS100298JE), DESIGN SERVICES FOR THE CAPITAL AREA PAVEMENT ENGINEERING COUNCIL (CAPEC)

**ISSUED BY:**  
Travis County Purchasing Office  
700 Lavaca Street, Suite 800  
Austin, Texas

**PURCHASING AGENT ASST:** John E. Pena, CTPM  
**TEL. NO:** (512) 854-9700  
**FAX NO:** (512) 854-9185

**DATE PREPARED:**  
April 9, 2013

**ISSUED TO:**  
HVJ Associates, Inc.  
Attn.: R. F. Carmichael, III, P.E.  
4201 Fredrich Lane, #110  
Austin, Texas 78744

**MODIFICATION NO.:**  
Two (2)

**EXECUTED DATE OF ORIGINAL CONTRACT:**  
August 30, 2011

**ORIGINAL CONTRACT TERM DATES:**  
September 6, 2011 - Through Completion

**CURRENT CONTRACT TERM DATES:**  
September 6, 2011 - Through Completion

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$76,700.00

Current Modified Amount \$309,983.40

**DESCRIPTION OF CHANGES:** The above referenced contract is modified to reflect the changes as set below:

- A. Reference Exhibit 1, Section 1 - Compensation for Basic Services, Section 1.1 (i). Phase 1 Total is changed from 72,280.40 (as amended by Modification No. 1, dated November 12, 2012) to 89,680.40, in increase of \$17,400.00.
- B. Reference Exhibit 1, Section 1 - Compensation for Basic Services, Section 1.1 (ii). Phase 2 was not originally funded when contract award was made on August 23, 2011. In March of 2013 funds were finally received from the City of Austin, City of Pflugerville and Williamson County for the total approved amount of \$178,900.00 for Phase 2.
- C. Reference Exhibit 1, Section 1 - Compensation for Basic Services, Section 1.1 (ii). Phase 2 Total is changed from \$178,900.00 (as noted by Item B, above) to \$208,150.00 which adds Subtasks 1, 2, 5, & 6 to the current tasks listed under Phase 2. This will increase Phase 2 by \$29,250.00.
- D. Reference Exhibit 1, Section 4 - Reimbursable Expenses, Section 4.1. Reimbursable amount of \$12,153.00 remains unchanged.
- E. Reference Section 5, - Total Agreement Sum, Section 5.1. The Total Professional Services Agreement Sum is changed from \$84,433.40 (consisting of Basic Services of \$72,280.40 plus the Not-to-Exceed Reimbursable Expenses of \$12,153.00) to the not-to-exceed amount of \$309,983.40, an increase of \$225,550.00.
- F. The following services are hereby added to the contract, detailed in Attachment 1 and Exhibit 1 of this modification. In summary, the additional services are as follows:
  1. Recognized funding has been received for Phase 2 in the amount of \$178,900.00.
  2. Increase Phase 2 by changed order in the amount of \$29,250.00
  3. Modify Phase 1 to increase amount by \$17,400.00

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

**Note to Vendor/City:**

[XX] 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:** HVJ ASSOCIATES, INC

**BY:** R. F. Carmichael III PE  
**SIGNATURE**

**BY:** R. F. CARMICHAEL III  
**PRINT NAME**

**TITLE:** SR. PROJECT MANAGER  
**ITS DULY AUTHORIZED AGENT**

☐ DBA

☐ CORPORATION

☐ OTHER

**DATE:**

4/22/2013

**TRAVIS COUNTY, TEXAS**

**BY:** Cyd V. Grimes  
**CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT**

**DATE:**

4/30/13

**TRAVIS COUNTY, TEXAS**

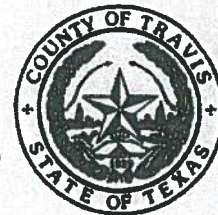
**BY:** SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

**DATE:**



**TRANSPORTATION AND NATURAL RESOURCES**

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



700 Lavaca Street-5<sup>th</sup> Floor  
 Travis County Administration Building  
 PO Box 1748  
 Austin, Texas 78767  
 Phone: (512) 854-9383  
 Fax: (512) 854-4697

March 28, 2013

**MEMORANDUM**

TO: Cyd Grimes, Purchasing Agent  
*Carol B. Joseph for*  
 FROM: Steven M. Manilla P.E., County Executive TNR  
 SUBJECT: Change Order #2 – CAPEC Phase I and II  
 Contract #PS100298JE/4400000818 PO # 479172/4100000330

TNR is requesting approval of change order number two to the HVJ Associates contract. This amendment will increase the not-to-exceed amount by \$225,550.00 from \$84,433.40 to \$309,983.40. The financial information is provided below.

FRD: 0300000403

	City of Austin	Travis County	Williamson County	City of Pflugerville	
Fund	0001	0145	0001	0001	
Fund Center	1490200001	1490200145	1490200001	1490200001	
G/L	511900	511900	511900	511900	
Amount	\$ 113,451.65	\$ 46,012.20	\$ 62,702.90	\$ 3,383.25	\$ 225,550.00

If you have any questions or require additional information please contact Tawana Gardner at extension 47676 or Scott Lambert at extension 47651.

TDG:SMM:tdg

cc: John Pena, Purchasing  
 Scott Lambert, TNR  
*cp* Tawana Gardner, TNR

RECEIVED  
 TRAVIS COUNTY  
 PURCHASING  
 OFFICE  
 2013 APR -8 PM 2:59



SAP Customer	Payee Name /Participating Entity-Voting Member	Vendor	Description	Total Amount	Percent
270000	City of Austin	HVJ	Contract Award	\$52,386.10	68.3%
FRD 300000403	Travis County	HVJ	Contract Award	\$24,313.90	31.7%
				<b>\$76,700.00</b>	
270000	City of Austin	HVJ Mod	Contract Mod 1	\$5,281.91	68.3%
FRD 300000403	Travis County	HVJ Mod	Contract Mod 1	\$2,451.49	31.7%
				<b>\$7,733.40</b>	
			<b>Total Current Contract Amt</b>	<b>\$84,433.40</b>	
270000	City of Austin	HVJ Mod	Pending Mod 2 Ph1&2 Portions	\$23,484.95	
270000	City of Austin	HVJ Mod	Phase 2 Original Amount	\$89,988.70	
			<b>Contract Mod 2 - City Austin</b>	<b>\$113,451.65</b>	<b>50.3%</b>
FRD 300000403	Travis County	HVJ Mod	Pending Mod 2 Ph1&2 Portions	\$9,518.80	
FRD 300000403	Travis County	HVJ Mod	Phase 2 Original Amount	\$36,495.60	
			<b>Contract Mod 2 - Travis County</b>	<b>\$46,012.20</b>	<b>20.4%</b>
270030	Williamson County	HVJ Mod	Pending Mod 2 Ph1&2 Portions	\$12,988.70	
270030	Williamson County	HVJ Mod	Phase 2 Original Amount	\$49,734.20	
			<b>Contract Mod 2 - Williamson County</b>	<b>\$62,702.90</b>	<b>27.8%</b>
270001	City of Pflugerville	HVJ Mod	Pending Mod 2 Ph1&2 Portions	\$699.75	
270001	City of Pflugerville	HVJ Mod	Phase 2 Original Amount	\$2,683.50	
			<b>Contract Mod 2 City of Pflugerville</b>	<b>\$3,383.25</b>	<b>1.5%</b>
			<b>Contract Mod 2 Total</b>	<b>\$225,550.00</b>	
			<b>Revised Contract Total</b>	<b>\$309,983.40</b>	

270000	City of Austin	HVJ Mod	Total Costs	\$171,119.66	
FRD	Travis County	HVJ Mod	Total Costs	\$72,777.59	
270001	City of Pflugerville	HVJ Mod	Total Costs	\$3,383.25	
270030	Williamson County	HVJ Mod	Total Costs	\$62,702.90	
				<b>\$309,983.40</b>	

Current HVJ PO Total	\$84,433.40
Mod 2 Ph 1&2 Portions	\$46,850.00
Phase 2 Original Amt	\$178,900.00
PO Adjustments Mar 2013	\$225,550.00
PO Total After Adjustments	\$309,983.40



RCP 2013-01-24 COA, TC, Wm, Pflugerville, revised with concrete.xls

Original Study Proposal (based on 2000 Census Bureau populations & Tiger file roadway)									Distribution Factor	Phase 1	Phase 2	Phase 3	Grand Totals	Agency Contributions
										\$76,700	\$178,900	\$42,200	\$297,800	
Agency	Funding	Pop2000	%	Length	%	PvmtArea	%	Average		Initial Study	Design Guide	Specifications	Grand Totals	
Austin	Yes	656,562	88.1%	2,440	58.0%	7,395	58.7%	68.3%		\$52,365	\$122,138	\$28,811	\$203,314	\$215,000
Travis Co	Yes	88,308	11.9%	1,770	42.0%	5,200	41.3%	31.7%		\$24,335	\$56,762	\$13,389	\$94,486	\$75,000
Participating		744,870		4,210		12,595	100.0%	100.0%		\$76,700	\$178,900	\$42,200	\$297,800	\$290,000
Phase 1 Increased by \$7,733 (based on 2000 Census Bureau populations & Tiger file roadway)									Distribution Factor	Phase 1	Phase 2	Phase 3	Grand Totals	Agency Contributions
										\$84,433	\$178,900	\$42,200	\$305,533	
Agency	Funding	Pop2000	%	Length	%	PvmtArea	%	Average		Initial Study	Design Guide	Specifications	Grand Totals	
Austin	Yes	656,562	88.1%	2,440	58.0%	7,395	58.7%	68.3%		\$57,644	\$122,138	\$28,811	\$208,593	\$215,000
Travis Co	Yes	88,308	11.9%	1,770	42.0%	5,200	41.3%	31.7%		\$28,789	\$56,762	\$13,389	\$98,940	\$75,000
Participating		744,870		4,210		12,595	100.0%	100.0%		\$84,433	\$178,900	\$42,200	\$305,533	\$290,000
Modification to include study of concrete designs (based on 2000 Census Bureau populations & Tiger file roadway)									Distribution Factor	Phase 1	Phase 2	Phase 3	Grand Totals	Agency Contributions
										\$101,833	<del>\$208,400</del> \$208,150	\$81,100	<del>\$391,333</del> \$391,112	
Agency	Funding	Pop2000	%	Length	%	PvmtArea	%	Average		Initial Study	Design Guide	Specifications	Grand Totals	
Austin	Yes	656,562	80.4%	2,440	34.7%	7,395	35.8%	50.3%		\$51,237	<del>\$141,724</del> \$184,855	\$40,805	<del>\$196,766</del> \$196,896	\$215,000
Travis Co	Yes	88,308	10.8%	1,770	25.2%	5,200	25.1%	20.4%		\$20,765	<del>\$42,443</del> \$62,494	\$16,537	<del>\$79,745</del> \$79,790	\$75,000
Williamson Co	Yes	55,093	6.7%	2,729	38.9%	7,834	37.9%	27.8%		\$28,343	<del>\$79,934</del> \$65,004	\$22,572	<del>\$108,849</del> \$108,919	\$96,000
Pflugerville	Yes	16,335	2.0%	83	1.2%	249	1.2%	1.5%		\$1,489	<del>\$3,044</del> \$6,848	\$1,186	<del>\$5,719</del> \$6,789	\$5,112
Participating		816,298		7,022		20,678	100.0%	100.0%		\$101,834	<del>\$208,401</del> \$208,150	\$81,100	<del>\$391,334</del> \$391,112	\$391,112

Reviewed and approved by  
 Scott Paulsen for Travis County 1/24/2013  
 [Signature] for Ed Poppi  
 [Signature] for City of Pflugerville 1/24/2013





Houston	4201 Freidrich Lane, Ste. 110
Austin	Austin, TX 78744-1045
Dallas	512.447.9081 Ph
	512.443.3442 Fax
San Antonio	www.hvj.com

December 5, 2012 (December 12, 2012 Rev 1, February 20, 2013 Rev 2)

Capital Area Pavement Engineering Council  
c/o Mr. Scott Lambert, P.E., Pavement Management Engineer  
Traffic Section, Road and Bridge Division  
Transportation and Natural Resources  
Travis County  
411 W. 13<sup>th</sup> Street, 11<sup>th</sup> Floor  
Austin, TX 78701

Subject: Proposal for Additional Pavement Engineering  
Addition of PCC Pavement Design  
CAPEC – Development of Regional Pavement Design Methodology and  
Pavement Construction Specifications - Project No. Q100298-JE  
Owner: Travis County, City of Austin, & Williamson County  
HVJ Proposal No. AP1017201

Dear Mr. Lambert:

HVJ Associates, Inc. (HVJ) is pleased to submit this revised proposal for the development of additional project scope to include the consideration of Portland Cement Concrete (PCC) pavement design in this project. The cost was reduced to meet the CAPEC available funding by eliminating HVJ's historical data collection related to PCC pavement example sections in Central Texas. HVJ is requesting that the CAPEC member agencies identify historical PCC pavement performance examples and provide supporting data to HVJ rather than HVJ collecting the data. Additionally a spreadsheet has been added to include a summary of the additional costs.

**Scope of Work for Technical Alternate – Addition of PCC Pavement to Scope**

Since PCC pavements have been used in many areas of Texas successfully, especially in areas of poor soils, HVJ has prepared the following technical work plan as an additional alternative for the committee to consider. Since the project objectives long term are to include pavement type selection, life cycle costs, and PCC pavements, HVJ is providing the following work plan to be completed in parallel with the scope proposed in the RFQ and HVJ's work plan in the our original submittal. These are the PCC tasks to be completed during the three primary phases: Phase 1 Collect Information and Establish Partnering; Phase 2 Develop New Models for Pavement Design Method; and Phase 3 Develop Final Design Program and Specifications.

**Phase 1 – Collect Information and Establish Partnering**

The three objectives of Phase 1 were: 1) collect the available relevant information and data, which are applicable to the project and to develop a platform for ongoing partnering with paving contractors, materials suppliers, developers, and other stakeholders; 2) develop a work plan for Phase 2; and 3) produce an Interim Report. These tasks have been completed and a Final Report

Mr. Scott Lambert, P.E.  
AP1017201

December 5, 2012 (December 12, 2012 Rev 1, February 20, 2013 Rev 2)

produced. The available computer models which were reviewed included models for PCC pavement design. This work will be useful for the addition of PCC pavement design to the project scope.

As requested by Williamson County, HVJ will update the study to provide an option for concrete pavement. Specifically, HVJ will explore how concrete pavement is implemented in the Dallas/Fort Worth Metroplex and in the Houston area. The final product would be new recommended concrete pavement design procedures for the Austin area.

Thus, as an addendum to Phase 1, HVJ will complete two subtasks as follows:

1. Review how PCC pavement is implemented in the Dallas/Fort Worth and Houston areas. HVJ staff routinely has designed PCC pavements in these areas of the state for TxDOT and local governments. This subtask will be to document practices in these areas of the state.
2. Review CAPEC agency provided examples of historical PCC pavement designs and study sections in Central Texas.

*Subtask 1 Review Pavement Design Methodologies and Policies*

Existing pavement design procedures will be reviewed. The current pavement standards, material test procedures and construction inspection requirements also need to be reviewed and summarized. The key question is: How well do the current standards, test procedures, and construction inspection requirements insure that the pavement cross section designed is constructed? This activity will identify gaps or disconnects between the pavement design and construction practices. Standards, material test requirements and inspection requirements from the following entities will be considered: Dallas/Fort Worth and Houston, as well as other entities identified during the data collection process.

*Subtask 2 Review PCC Pavement Examples in Central Texas*

A very important part of Subtask 2 is to review specific examples of PCC pavement performance in Central Texas, provided by CAPEC agencies including any documentation available related to the design, construction, and performance of these pavements. The City of Austin, Travis County, and Williamson County, have some PCC projects where the performance has been good and others where premature cracking has occurred.

Phase 2 Develop New Models for Pavement Design Method

There are additional tasks to accomplish in Phase 2, associated with the addition of PCC pavement design procedures and policies for CAPEC. These are associated with the already defined subtasks:

1. Development of soil subgrade model;
2. Development of soil testing correlations;
3. Development of traffic characterization and parameters;
4. Development of soil stabilization strategies;
5. Phase 3 Work Plan; and
6. Prepare Final Report.



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PCC pavement scope will be added to subtasks 1, 2, 5, and 6. The work to be accomplished in subtasks 3 and 4 will be the same as already planned. The additional work is itemized below. The same basic concepts presented in the original flexible pavement scope are the same. The following subtasks will incorporate PCC pavements.

*Subtask 1 – Development of Soil Subgrade Model*

The database should include to the extent possible the following minimum types of data and variables for concrete pavement examples chosen in Phase 1:

- Subgrade K values will be collected and reviewed with the idea of replacing K with resilient modulus.
- Performance data including any non-destructive testing, distress surveys, roughness testing including PCC failure calculations for concrete over the past 5 years by CAPEC;
- Traffic data including estimated design traffic and actual traffic counts for comparison;
- Pavement design reports; and
- Pavement inventory data including as-built cross section thicknesses and date opened to traffic.

Subgrade support characteristics are quantified by various types of strength tests. These test procedures have evolved over the last 50+ years from the Subgrade K value to more sophisticated triaxial and resilient modulus tests. Typical values for resilient modulus ( $M_r$ ) and elastic modulus ( $E$ ) for central Texas subgrade soils should be developed and related to historically used K values.

*Subtask 2– Development of Soil Testing Correlations*

Existing correlations between K value and other more conventional geotechnical tests and information will be reviewed to allow for representative characterization and reasonable cost, time, and effort to perform the testing required for design input. A method of estimating the K value will be recommended and checked using subtask 1 data.

*Subtask 5– Work Plan*

After the completion of Task 7, HVJ will develop a detailed plan for developing the PCC pavement design program and/or methodology and materials and construction specifications in Phase 3 using the results of Phases 1 and 2 as a basis.

*Subtask 6– Final Report*

A Final Report will be prepared by the HVJ team that will include documentation of the results found for PCC pavement design in Phase 1 and Phase 2 in Adobe Acrobat format and provide it to CAPEC members to review.

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### Phase 3 Develop Final PCC Design Program and Specifications

There are additional tasks to accomplish in Phase 3, associated with the addition of PCC pavement design procedures and policies for CAPEC. These are associated with the already defined subtasks:

1. Develop pavement material specifications;
2. Develop construction specifications;
3. Issue final report – manual of recommended design and construction practices for rigid pavements (including recommended pavement design software/methodology); and
4. Life cycle cost analysis methods.

PCC pavement scope will be added to subtasks 1, 2, 3 and 4. The additional work is itemized below.

#### *Subtask 1 Develop Pavement Material Specifications*

Pavement materials specifications must be correlated to the design strength values assigned for the various PCC materials used in the construction. HVJ will evaluate the TxDOT material specifications and revisions currently in progress to identify any applicable aspects that may be incorporated.

#### *Subtask 2 Develop Construction Specifications*

Construction specifications must also be developed which are appropriate and tied to the new PCC pavement materials. HVJ will evaluate the TxDOT standard specifications and revisions currently in progress to identify any applicable aspects that may be incorporated.

#### *Subtask 3 Issue Final Report – Manual of Recommended Design and Construction Practices for Rigid Pavements*

Subtask 3 is the final documentation which provides for the adoption of existing or new PCC software and the integration of the models developed in this project to “calibrate” the use of the existing model into use in central Texas for CAPEC members.

#### *Subtask 4 Life Cycle Cost Analysis Methods*

The life cycle cost analysis method will generally be the same for both flexible and rigid pavements. With the addition of rigid pavements however, HVJ will need to address life cycle strategies for rigid pavements which are different than those of flexible pavements. It is expected that the life cycle strategies will be dictated by the agency practices so HVJ will add concrete pavement considerations and examples to the methodology based on data gathered from Dallas/Fort Worth, Houston, as well as Austin data and HVJ's experience. This can be used by the agencies as guidelines or overridden based on agency practices already in place.

### **Schedule**

The additional tasks to incorporate PCC will increase the original schedule. The Phase 1 activities may be performed concurrent to the Phase 2 activities. The proposed schedule that incorporates the PCC tasks is outlined below. Phase 2 has been increased from 215 days (43 weeks) in the original contract to 225 days (45 weeks) or an additional 2 weeks to allow for the additional work associated with PCC pavement subgrade foundation modeling. Phase 3 schedule has been increased from 85



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days (17 weeks) in the original contract to 110 days (22 weeks) or an additional 5 weeks to incorporate PCC design and specifications.

<b>Phases</b>	<b>Estimated Duration</b>
Phase 1 Collect Information and Establish Partnering (PCC)	5 weeks
Phase 2 Develop New Models for Pavement Design Method	50 weeks
Phase 3 Develop Final Design Program and Specifications	17 weeks

#### **Fees**

Based on the scope of work outlined, the estimated fee and schedule for these additional services is \$85,550 total for all three phases. The breakdown of fees estimated for the three phases of work for which PCC tasks have been added are:

<b>Phases</b>	<b>Cost</b>
Phase 1 Collect Information and Establish Partnering	\$17,400
Phase 2 Develop New Models for Pavement Design Method	\$29,250
Phase 3 Develop Final Design Program and Specifications	\$38,900
<b>Total</b>	<b>\$85,550</b>

A summary of these costs as related to the original contract costs is provided below.

<b>Task Description</b>	<b>Original Contract</b>	<b>Approved Modification 1</b>	<b>Approved Modification 2</b>	<b>Total Contract Plus Modifications</b>
<b>Phase 1:</b>	\$ 76,700.00	\$ 7,733.40	\$ 17,400.00	\$ 101,833.40
<b>Phase 2:</b>	\$ 178,900.00	\$ -	\$ 29,250.00	\$ 208,150.00
<b>Phase 3:</b>	\$ 42,200.00	\$ -	\$ 38,900.00	\$ 81,100.00
<b>Total</b>	\$ 297,800.00	\$ 7,733.40	\$ 85,550.00	\$ 391,083.40

#### **Insurance**

Insurance certificates verifying HVJ's general liability, auto, workers' compensation, and errors and omissions insurance coverage, listing Travis County as a certificate holder, can be provided with the executed contract if requested.

#### **Invoice**

HVJ accounting procedures call for the submittal of invoices monthly in proportion to services performed within each phase of services. Each invoice will include the form supplied by the OWNER, copies of invoices, and back up documentation as needed. HVJ understands payments will be received within thirty (30) calendar days, after receipt of acceptable invoice.

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**Conditions**

This proposal provides details concerning HVJ's understanding of the proposed scope of work and assumptions and conditions assumed regarding the scope of work and thus the estimated level of effort estimate. Please review these to make sure that scope which is necessary for completion of the project has not been omitted nor scope added, which is unnecessary from the owner's perspective and understanding of the project.

HVJ looks forward to completing the negotiations and receiving a notice to proceed to meet the schedule based on CAPEC available funding.

Sincerely,

**HVJ ASSOCIATES, INC.**



Robert F. (Frank) Carmichael III, PE  
Sr. Project Manager

Cc: Mr. Edward A. Poppitt III, PE, City of Austin  
Ms. Patricia A. Davis, PE, City of Pflugerville  
Mr. Joe England, PE, Williamson County



# CAPEC

**Capital Area Pavement Engineers Council**

**Edward Poppitt, P.E., CAPEC Chairman**

*City of Austin, Public Works, Street & Bridge Operations*

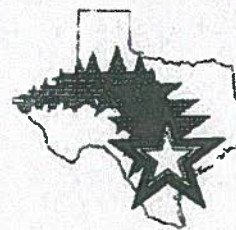
*4411-A Meinardus Dr, Austin, Texas 78744*

**Scott Lambert, P.E., CAPEC Secretary & Acting Vice Chairman**

*Travis County, Transportation & Natural Resources, Road & Bridge Division*

*411 West 13th Street, 11th floor, Austin, Texas 78701*

★ Austin ★ Travis County ★



## **CAPITAL AREA PAVEMENT ENGINEERS COUNCIL MEETING MINUTES**

**January 24, 2013**

**Scott Lambert, Acting Vice-Chairman**

### **Attending:**

Dan Richwine .....TXI  
 Darren Duncan .....City of Austin  
 Don Ward .....HVJ  
 Frank Carmichael .....HVJ  
 Gerald D. Lankes .....TCPA  
 Kelvin Reinhardt .....HVJ  
 Joe England .....Williamson County  
 Linda Barlow .....HVJ  
 Rich Rogers .....CCT  
 Patricia Davis .....HVJ  
 Scott Lambert .....Travis County

### **1:30 PM Beginning of Meeting**

Frank C – described how the CAPEC Phase 1 identified the issues to be studied and how several different design programs were evaluated. He watched a recent presentation by Dr. Lytton about the WINPRESS program that can be used for both flexible and rigid pavement designs. This was a top-down approach to design, whereas on the goals of CAPEC is to come up with a bottom up design methodology (based on subgrade support strength). Frank will see about getting Jorge Zornberg to do presentation about the new technology for testing the swelling properties of clays. The CAPEC Phase 2 will be doing field sampling and will have good factorial sample of the road designs being used. The soil suction tests that Dr Lytton uses with a centrifuge machine will be compared to Dr. Gilbert's similar testing methods using an air-dried test. Phase 2 will also look at how Portland cement designs can be used. Frank has already sent out a survey to HVJ Partners in other cities. The K-value calculations for concrete pavements will be looked at, since the plate loading test methods are not always repeatable.

Scott L – asked if we have enough geotechnical reports to get started with. Frank C said he does have enough to start with and will prepare a map of the road locations that already have data available.



A group discussion was held about slurry walls and ways to construct them beneath the surface so they act as vertical moisture barriers. In San Antonio on US 281 are some vertical moisture barrier test sections. There should be some research reports available online for the US 281 moisture barrier study.

Frank C – In phase 2, also want to look at standardizing the asphalt mix designs, so there are not so many different alternatives out there. This could bring down the cost of asphalt mixes, if the asphalt plants don't have to mix up a lot of variations. Kelvin R said the Super-Pave mixes are really good to use. The previous asphalt mix designs were found to be more dry & brittle than the newer Super-Pave mixes.

Daren D – The PCA-Pave analysis program is showing some good analysis techniques. Some of the previous programs were showing that the modulus (strength) of the roadbase materials was about ½ that of the asphalt layers, but PCA-Pave gives the roadbase a much weaker rating, which seems to be what experience tells us.

Kelvin R – described a road section he looked at recently that didn't have any shrinkage cracking, even though the PI of the soil was in the 25 to 42 range. Further review of the section showed it had a 6 inch thick asphalt surface, which is much thicker than typically found. Kelvin R also described another subdivision where the roads were performing very good, probably due to the adjacent front yards that were being watered very well (maintains a uniform moisture level).

Frank C – said who would be sending out lists and maps of roads to be studied and then get to the field and evaluate the locations. Scott L suggested that we might need to do some more current road ratings of the test sections. Frank said the City of Austin had provided fairly recent road ratings and that Travis County had sent road ratings too.

Kelvin R – suggested it would be good to get PH level measurements on some existing projects. If the subgrade has been stabilized properly, the PH should be over 10, even if the road has been completed for quite a long time. For new construction, the PH of the subgrade should be 12.5 or greater.

Kelvin R – suggested that getting the contractors involved would be good as what the contractors are most concerned with, is having a range of test results they can achieve during construction.

Gerald L – said the FHWA is coming out with a new Cost Comparison Method that will allow several different pavement designs to be compared over the life-cycle cost of the design. This should help in the comparisons we want to do in the CAPEC study areas.

Scott L – made a motion to include the City of Pflugerville and Williamson County as voting members because they have now contributed funds for the CAPEC study. Daren Duncan seconded the motion. A vote was taken and all voting members were in favor.

Scott L – made a motion to modify Phase 1 and Phase 2 to include the study of PCC Pavement Designs as described in HVJ's proposal that was distributed at the meeting. Also to approve proceeding with Phase 2 at the new distribution factors that will include the City of Pflugerville's and Williamson County's participation. Daren Duncan seconded the motion. A vote was taken and all 4 voting members were in favor.

All 4 voting members signed a summary of the Agency Distribution Factors that are based on the population, road length, and pavement area, as follows:

Austin's distribution factor = 50.3%

Travis County's distribution factor = 20.4%

Williamson County's distribution factor = 27.8%

Pflugerville's distribution factor = 1.5%

**~3:30 PM MEETING ADJOURNED**

Certified By

Scott Lambert, P.E.  
Scott Lambert, P.E., CAPEC Acting Vice Chairman

1-24-2013  
Date

# Funds Reservation 300000403

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	10/25/2012
FM area	1000	Posting date	10/25/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	10/25/2012
Last changed by	HUFFH	Last changed	03/21/2013
More Data			
Text	MOD #1 CAPEC - HVJ ASSOCIATES		
Reference			
Overall Amount	227,772.41 USD		

Document Item 001			
Text	COA CAPEC MOD #1		
Commitment item	511971	Funds center	1490200001
Fund	0001	G/L account	511971
Cost center	1490200001	Due on	
Vendor		Customer	
Amount	0.00 USD		

Document Item 002			
Text	TC CAPEC MOD #1		
Commitment item	511900	Funds center	1490200145
Fund	0145	G/L account	511900
Cost center	1490200145	Due on	
Vendor		Customer	
Amount	0.00 USD		

Document Item 003			
Text	TRAVIS COUNTY FUNDING FOR FUTURE CAPEC INITIATIVES		
Commitment item	511900	Funds center	1490200145
Fund	0145	G/L account	511900
Cost center	1490200145	Due on	
Vendor		Customer	
Amount	2,222.41 USD		

Document Item 004			
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# Funds Reservation 300000403

<b>General Data</b>			
Document type	NE	Document type	030
Company code	1000	Document date	10/25/2012
FM area	1000	Posting date	10/25/2012
Controlling area	1000	Currency	USD/ 1.00000
<b>Statistics</b>			
Entered by	GARDNET	Created on	10/25/2012
Last changed by	HUFFH	Last changed	03/21/2013
<b>More Data</b>			
Text	MOD #1 CAPEC - HVJ ASSOCIATES		
Reference			
Overall Amount	227,772.41 USD		

Text	TC CAPEC MOD 2 PH1&PS2 COST		
Commitment item	511900	Funds center	1490200145
Fund	0145	G/L account	511900
Cost center	1490200145	Due on	
Vendor		Customer	
Amount	9,516.60 USD		

<b>Document Item 005</b>			
Text	COA, PFLUGERVILLE, WILLIAMSON CTY MOD 2 PH1 &PH2 C		
Commitment item	511900	Funds center	1490200001
Fund	0001	G/L account	511900
Cost center	1490200001	Due on	
Vendor		Customer	
Amount	37,133.40 USD		

<b>Document Item 006</b>			
Text	TC CAPEC PHASE 2 SERVICES		
Commitment item	511900	Funds center	1490200145
Fund	0145	G/L account	511900
Cost center	1490200145	Due on	
Vendor		Customer	
Amount	36,495.60 USD		

<b>Document Item 007</b>			
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# Funds Reservation 300000403

<b>General Data</b>			
Document type	NE	Document type	030
Company code	1000	Document date	10/25/2012
FM area	1000	Posting date	10/25/2012
Controlling area	1000	Currency	USD/ 1.00000
<b>Statistics</b>			
Entered by	GARDNET	Created on	10/25/2012
Last changed by	HUFFH	Last changed	03/21/2013
<b>More Data</b>			
Text	MOD #1 CAPEC - HVJ ASSOCIATES		
Reference			
Overall Amount	227,772.41 USD		

Text	COA,PFLUGERVILLE, WILLIAMSON CTY PH 2		
Commitment item	511900	Funds center	1490200001
Fund	0001	G/L account	511900
Cost center	1490200001	Due on	
Vendor		Customer	
Amount	142,404.40 USD		

## Item 18



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**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:

**A. APPROVE ORDER EXEMPTING CONTRACT FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A) (7) (C) OF THE COUNTY PURCHASING ACT.**

**B. APPROVE CONTRACT WITH SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T, FOR CONSTRUCTION SERVICES.**

- **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.
- TNR is requesting, a.) the relocation of a Southwestern Bell Telephone Company d/b/a AT&T ("SWBT") remote terminal on Gattis School Road be exempted from the competitive procurement process, and b.) the award of a contract to SWBT for construction services of the remote terminal.
- In the 2005 bond election, Travis County voters approved the widening and other roadway improvements to Gattis School Road. Upon the completion of these roadway improvements, a safety hazard for children near Goddard Elementary School was created in that an existing remote terminal was left behind the curb in a private easement creating a visual obstruction.
- Listening to the concerns of the school children's parents, Travis County purchased a new easement further away from the school and negotiated with SWBT the relocation of the remote terminal to this new easement.
- Therefore, it is TNR's recommendation, with Purchasing's concurrence,

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

that this contract to be exempted and awarded to SWBT, in the amount of \$92,380.41.

- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount: \$92,380.41

Contract Type: Construction

Contract Period:

- **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

- **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: Travis County is an applicant to SWBT using SWBT's Application and Letter of Agreement for Construction Services, wherein SWBT's policy is to sign only after the applicant. All three (3) original copies **must** be returned to the Purchasing Office once signed by Judge Biscoe in order to have SWBT sign. SWBT will return Travis County's fully executed original copies where one (1) will then be submitted to the County Clerk's office.

- **Funding Information:**

☒ Shopping Cart/Funds Reservation in SAP: 300000558

☒ Cost Center/Fund Center(s): 1490190000

☐ 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, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.





## **TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

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

700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
P.O. Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax (512) 854-4697

**Date:** April 25, 2013

**TO:** Marvin Brice, Assistant Purchasing Agent

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

**Subject:** AT&T's Remote Terminal Relocation at 4076 Gattis School Road

The following information is for your use in preparing an agenda item for Commissioners Court action. Please contact Mo Mortazavi at 47589 if you have any questions.

### **Proposed Motion:**

Consider and take appropriate action on TNR's request to approve a Utility Relocation Agreement with AT&T on Gattis School Road.

### **Summary and Staff Recommendations:**

Travis County voters approved the widening and roadway improvements to Gattis School Road in the 2005 bond election. Those improvements were completed in 2011. Upon completion of the project, some parents of the Goddard Elementary School children on Gattis School Road complained that the widening of the roadway near the school had created a safety hazard for the children by leaving an existing AT&T utility box behind the curb and therefore, creating a visual obstruction.

Since the AT&T utility box was located in a private easement, Travis County purchased a new easement further away from the road in March 2012, and began negotiations with AT&T to relocate this remote terminal box to the new easement.

AT&T submitted a proposal (attached) to TNR in early April for the relocation work. Travis County Attorney's Office negotiated the terms of the agreement with AT&T prior to forwarding it to Purchasing. TNR recommends approval of the agreement by the Court.

The funding for this project will come from the remaining funds in the Gattis School Road 2005 bond project.

Funds Reservation Document Number: 0300000558

Fund: 4058

Funds Center: 1490190000

G/L: 522040

WBS Element: RDCN.149.000031.01

**Required Authorizations:**

Cyd Grimes, Purchasing

Jessica Rio, PBO

Attachments: AT&T Utility Relocation Agreement

CC: Cyd Grimes, Purchasing Agent

John Hille, TCAO

Jason Walker, Purchasing

Steve Sun, Mo Mortazavi

Cynthia McDonald, Donna Williams-Jones, Tawana Gardner

# Funds Reservation 300000558

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	04/16/2013
FM area	1000	Posting date	04/16/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	04/16/2013
Last changed by		Last changed	
More Data			
Text	Gattis School Rd AT&T Facility Relocation		
Reference			
Overall Amount	92,380.41 USD		

Document item 001			
Text	Gattis School Rd AT&T Facility Relocation		
Commitment item	522040	Funds center	1490190000
Fund	4058	G/L account	522040
Cost center		Due on	
Vendor		Customer	
Amount	92,380.41 USD		

**ORDER EXEMPTING CONTRACT  
FROM COMPETITIVE BIDDING REQUIREMENTS OF  
COUNTY PURCHASING ACT**

WHEREAS, Travis County widened and made roadway improvements to Gattis School Road, and

WHEREAS, upon the completion of these Gattis School Road roadway improvements, a safety hazard for children near Goddard Elementary School was created in that an existing Southwestern Bell Telephone Company d/b/a AT&T Texas ("SWBT") remote terminal was left behind the curb in a private easement creating a visual obstruction, and

WHEREAS, relocation of the remote terminal by SWBT is considered to be utility services, and

WHEREAS, the Commissioners Court of Travis County is authorized to exempt from competitive bidding or competitive proposal requirements for an item or service, if only one source exists for items for which competition is precluded because items are electric power, gas, water, and other utility services, from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann Section 262.023, pursuant to Texas Local Gov't Code Ann Section 262.024 (a) (7) (C), and

NOW THEREFORE, the Travis County Commissioners Court orders that the contract for the relocation of SWBT's remote terminal, with SWBT, be exempted from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann Section 262.024, because of the preclusion of competition due to the item being electric power, gas, water, and other utility services.

Signed and entered this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Samuel T. Biscoe, County Judge  
Travis County, Texas

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Gerald Daugherty  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gomez  
Commissioner, Precinct 4

May 14, 2013

TO: Commissioners Court  
Travis County, Texas

SOLE SOURCE ACQUISITION OF REMOTE TERMINAL RELOCATION  
SWBT

I certify that the purchase of the Remote Terminal Relocation at Gattis School Road for Travis County, constitutes a sole source procurement, and is only available through SWBT. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024(a)(7)(C).

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024(a) and is to be entered into the Commissioners Court minutes.

Cyd V. Grimes, C.P.M., CPPO  
Travis County Purchasing Agent

APPROVED ( )      DISAPPROVED ( )

BY COMMISSIONERS COURT ON \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(COUNTY JUDGE)



## APPLICATION and LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES

Application Date:  
**March 21, 2013**

CWOTS Record Number: **234T13**

**BILL TO:** Travis County Transportation

**WORK LOCATION:** 4068 Gattis School Road  
**DESCRIPTION OF WORK:** The work will consist of relocating a remote terminal.

**ESTIMATED CONSTRUCTION CHARGE:** **ESTIMATED PRICE:** **\*92,380.41**

**\*ACTUAL CHARGES MAY EXCEED ESTIMATE\***  
**(Based on changes in scope of work or field conditions)**

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Texas, (hereafter "SWBT") perform the above-described construction services on the Applicant's behalf. Applicant agrees to pay the charge(s) that are indicated above for such services. The charge(s) will be computed in accordance with Southwestern Bell Telephone Company's ordinary accounting practices and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job.

### **PRICE QUOTE**

The estimated price is guaranteed for 60 days from the application date listed above. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

### **PAYMENT**

Charges for construction services and applicable taxes will be billed on a special bill separate from the bill that Applicant receives for telephone service.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day time period will operate to cancel the change order and Southwestern Bell Telephone Company, will cease all work activity on the project until payment is made.

### **TAXES**

Applicant will pay and indemnify SWBT against all sales, use and other taxes (excluding income and franchise taxes), including fees, levies, other similar charges, interest and penalties imposed upon and paid by or assessed on SWBT by reason of its sale and installation of material and provision of construction services under this Application except to the extent a valid tax exemption certificate is provided by Applicant to SWBT prior to the delivery of material and provisioning of construction services.

### **STOP WORK ORDER**

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Custom Work Dept., 817 W. North Loop Blvd., Room 200, Austin, TX 78756**. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be



determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone Company, in writing of the cancellation. Southwestern Bell Telephone Company, will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone Company, be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

### **CANCELLATION**

If the Applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone Company, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone Company will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

### **CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS**

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by Southwestern Bell Telephone Company, at the time of this agreement, Southwestern Bell Telephone Company, will be entitled to additional funds and/or additional time to complete the work. Southwestern Bell Telephone Company will request such additional funding and/or additional time through a request for a change order.

Conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, Southwestern Bell Telephone Company, is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants or employees, before Southwestern Bell Telephone Company proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will Southwestern Bell Telephone Company's request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge Southwestern Bell Telephone Company with responsibility for any alleged delay on the project.



**NO DAMAGE FOR DELAY**

Under no circumstances will Southwestern Bell Telephone Company, be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this agreement for construction services.

**TIME TO COMPLETE**

Any representation by Southwestern Bell Telephone Company, its agents, servants or employees that the project, or any additional work authorized by change order, will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone Company, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone Company's, control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

**MEDIATION**

When mediation is acceptable to the Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually acceptable Mediator as the provider of mediators for mediation as described in TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073. Unless the 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 must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073, unless the Parties agree, in writing, to waive such confidentiality.

**CHOICE OF LAW**

Texas Law governs the application of this Agreement and all terms contained therein.

**AMENDMENT**

Unless specifically provided for otherwise in this Agreement, any change to the terms of this Agreement or its attachments, addenda or appendices shall be made in writing and signed by all Parties. IT IS EXPRESSLY ACKNOWLEDGED BY SWBT THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY TO AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.

**RECORDS; AUDIT**

County Access. SWBT shall give the County, or any of its duly authorized representatives, access to and the right to examine all relevant and pertinent books, accounts, records, reports and files belonging to or in use by SWBT pertaining to the costs and expenses of the Agreement at reasonable periods. This right to access shall continue as long as the records are retained by SWBT for up to two (2) years after completion, or termination for any reason, of the Agreement, whichever is longer. SWBT shall have no responsibility to disclose its own or any third party's confidential or proprietary information or trade secrets as defined by the Texas Public Information Act.

Audit. In addition, all required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or for three (3) years after completion, or termination for any reason, of the Agreement, whichever occurs first; provided, however, SWBT shall retain these records beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.



## **ENTIRE AGREEMENT**

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

## **MODIFICATION & NOTICE**

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

- A. Forfeiture of Contract: SWBT shall forfeit all benefits of the Agreement and County shall retain all performance by SWBT and recover all consideration or the value of all consideration paid to SWBT pursuant to the Agreement if:

[i] SWBT was doing business at the time of execution of the Agreement or had done business during the 365-day period immediately prior to the date on which SWBT executed the Agreement with one or more Key Contracting Person listed in the attachment to the Ethics Affidavit attached to this Addendum as Exhibit A if SWBT has not disclosed the name of the Key Contracting Person, or

[ii] Bidder does business with any Key Contracting Person after the date on which this bid is due and prior to full performance of the contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court, the Purchasing Agent, and to the County Clerk within ten (10) days after commencing business with that Key Contracting Person.

Definition of "is doing/has done business: "Is doing business" and "has done business" mean:

[iii] paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

[iv] loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include

[v] any retail transaction for goods or services sold to a Key Contracting Person to a posted, published, or marked price available to the public,

[vi] any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by SWBT in the ordinary course of its business; and

[vii] a transaction for a financial service or insurance coverage made on behalf of SWBT if SWBT is a national or multinational corporation by an agent, employee or other representative of SWBT who does not know and is not in a position that he or she should have known about the Contract.

- B. Tax Identification Number: SWBT shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules and regulations, before any contract funds are payable.
- C. Disbursements to Persons with Outstanding Debt: In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of SWBT to the State, the COUNTY or a salary fund, a warranty may not be



drawn on a COUNTY fund in favor of the SWBT, or an agent or assignee of SWBT until: [i] the County Treasurer notifies SWBT in writing that the debt is outstanding; and [ii] the debt is paid. "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY. COUNTY may apply any funds COUNTY owes SWBT to the outstanding balance of debt for which notice is made under this section if the notice includes a statement that the amount owed by the COUNTY to SWBT may be applied to reduce the outstanding debt.

**ACCEPTED FOR CUSTOMER:  
TRAVIS COUNTY**

\_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

**ACCEPTED FOR SOUTHWESTERN BELL  
TELEPHONE COMPANY:**

\_\_\_\_\_  
Title: Manager-Custom Work Order Department  
Company: Southwestern Bell Telephone Company

Date: \_\_\_\_\_



This letter is in regards to your request for AT&T to perform construction services for you. Enclosed please find an Application and Letter of Agreement for Construction Services. This application describes the work that you have requested along with the associated charges for us to perform the work. **We require advance payment for the full amount quoted on the application. A purchase order may be given if you are a documented government entity. The name on the contract and the name on the check must be the same.**

**Both the signed APPLICATION and the advance payment or purchase order must be received by our office before we can proceed on your behalf. Our address for these documents is listed below:**

**AT&T  
Attn: Custom Work Order Department  
817 W. North Loop Blvd. Room 200  
Austin, Texas 78756**

*****	<b>Payment will be accepted via US Postal Service, Over Night Mail Service, or Courier.</b>
-------	---

If you decide not to proceed with this work, please call our office at **1-866-200-4926** so that we may cancel your request. Please refer to the CWOTS record number at the top of this letter and your application to assist us in locating your file.

Our tax identification number is: **43-0529710**

Sincerely,

Custom Work Order Department  
**1-866-200-4926**

**EXHIBIT A**

**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Proponent: \_\_\_\_\_  
County of Proponent: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Typed or printed name of notary

My commission expires: \_\_\_\_\_

**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**April 18, 2013**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge ... ..	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe....	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velásquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	Vacant	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis .....	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer .....	Daffer McDaniel, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	Charyl Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Barbara Smith*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley*	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget ....	Leslie Browder*	
County Executive, Emergency Services.	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice and Public Safety	Roger Jefferies	
Interim Chief Information Officer .....	Tanya Acevedo	
Interim Chief Information Officer .....	Rod Brown	
Interim Chief Information Officer .....	Walter LaGrone	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney . .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols*	
Attorney, Land Use Division .....	Christopher Gilmore	
Attorney, Land Use Division .....	Julie Joe	
Director, Transactions Division . .....	John Hille	
Attorney, Transactions Division . .....	Daniel Bradford*	
Attorney, Transactions Division . .....	Elizabeth Winn*	
Attorney, Transactions Division . .....	Mary Etta Gerhardt	
Attorney, Transactions Division . .....	Barbara Wilson	
Attorney, Transactions Division . .....	Jim Connolly	
Attorney, Transactions Division . .....	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Health Services Division	Prema Gregerson	
Purchasing Agent .....	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent .....	Bonnie Floyd, CPPO, CPPB, CTPM	

**CURRENT - continued**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV... ..	C.W. Bruner, CTP	
Purchasing Agent Assistant IV... ..	Lee Perry	
Purchasing Agent Assistant IV... ..	Jason Walker	
Purchasing Agent Assistant IV... ..	Richard Villareal	
Purchasing Agent Assistant IV... ..	Patrick Strittmatter*	
Purchasing Agent Assistant IV... ..	Lori Clyde, CPPO, CPPB	
Purchasing Agent Assistant IV... ..	Scott Wilson, CPPB	
Purchasing Agent Assistant IV... ..	Jorge Talavera, CPPO, CPPB	
Purchasing Agent Assistant IV... ..	Loren Breland, CPPB	
Purchasing Agent Assistant IV... ..	John E. Pena, CTPM	
Purchasing Agent Assistant IV... ..	Rosalinda Garcia	
Purchasing Agent Assistant IV... ..	Angel Gomez*	
Purchasing Agent Assistant III ... ..	Shannon Pleasant, CTPM	
Purchasing Agent Assistant III ... ..	Michael Long, CPPB	
Purchasing Agent Assistant III ... ..	David Walch	
Purchasing Agent Assistant III ... ..	Nancy Barchus, CPPB	
Purchasing Agent Assistant III ... ..	Jesse Herrera, CTP, CTPM, CTCM	
Purchasing Agent Assistant III ... ..	Sydney Ceder*	
Purchasing Agent Assistant III ... ..	Vacant	
Purchasing Agent Assistant II.... ..	Vacant	
Purchasing Agent Assistant II.... ..	L. Wade Laursen*	
Purchasing Agent Assistant II.... ..	Sam Francis*	
HUB Coordinator..... ..	Sylvia Lopez	
HUB Specialist . ....	Betty Chapa	
HUB Specialist . ....	Jerome Guerrero	
Purchasing Business Analyst..... ..	Scott Worthington	
Purchasing Business Analyst..... ..	Jennifer Francis	

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Executive Assistant..... ..	Lori Duarte .....	06/15/13
Chief Information Officer .....	Joe Harlow .....	07/31/13
County Auditor . ....	Susan Spataro, CPA ....	08/31/13
Purchasing Agent Assistant IV... ..	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant..... ..	Cheryl Aker .....	10/05/13
Purchasing Agent Assistant II.... ..	Jayne Rybak, CTP.....	12/14/13
Commissioner, Precinct 3 .....	Karen Huber ....	01/01/14
Executive Assistant..... ..	Garry Brown.....	01/01/14
Executive Assistant..... ..	Julie Wheeler ...	01/01/14
Executive Assistant..... ..	Jacob Cottingham.....	01/01/14

\* - Identifies employees who have been in that position less than a year.



## Item 19



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**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 Modification No. 2 to Contract No. 4400000071 (H.T.E. No. 10AE0168JW), CP&Y, Inc., for Design Services for Wells Branch Parkway Extension.

- **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 Wells Branch Parkway Extension design project is for the widening and extension of Wells Branch Parkway from .6 miles east of Immanuel Road (at Killingsworth Lane west) to 1 mile west of Cameron Road (at Killingsworth Lane east).
- This modification number two (2) is for Additional Basic Services for modification to the prepared construction documents to include the two (2) north outside lanes along with the preparation of construction documents for the two (2) south outside lanes. This will allow for the construction of four (4) lanes with sidewalks and a bicycle lane. This modification will increase the contract amount by \$53,957.19, from \$432,886.35 to \$486,843.54, and the aggregate modification amount results in a 14.99% increase of the original contract amount.
- Modification number one (1) added Additional Basic Services for hydrology and hydraulics design services due to an increase in the number of cross drainage structures from one (1) to three (3). This modification increased the contract amount by \$9,529.00, from \$423,357.35 to \$432,886.35, and the aggregate modification amount resulted in a 2.25% increase of the original contract amount.

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

➤ **Contract Expenditures:** Within the last 12 months \$114,063.30 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$423,357.35

Contract Type: A/E

Contract Period: Through completion

➤ **Contract Modification Information:**

Modification Amount: \$53,957.19

Modification Type: A/E

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.

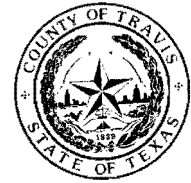
☐ Comments:

➤ **Funding Information:**

☒ Shopping Cart/Funds Reservation in SAP: 300000320

☒ Fund Center(s):1490200001

☐ Comments:



## TRANSPORTATION AND NATURAL RESOURCES

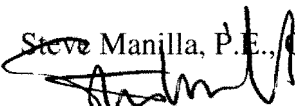
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

### MEMORANDUM

**DATE:** March 25, 2013

**TO:** Marvin Brice, CPPB, Assistant Purchasing Agent

**FROM:** Steve Manilla, P.E., County Executive  


**SUBJECT:** Professional Services Contract Modification Request  
Wells Branch Parkway Extension, Sect. 2  
CP&Y Inc.  
Modification No 2 to PSA Contract No. Q10AE0168-JW

#### Requested Action:

Please accept this memo as a request to modify the professional services contract agreement with CP&Y Inc. for design services related to the Wells Branch Parkway Extension project in Precinct 2. This modification will increase the contract amount by \$53,957.19 from \$405,609.88 to \$459,567.07.

Additional information to help process this request is provided below. If you need any additional information, please contact the Project Manager, Chiddi N'Jie at 854-7585.

#### Summary and Staff Recommendation:

The Wells Branch Parkway project is a multi-phase project for widening and extension of Wells Branch Parkway from 0.6 miles East of Immanuel Road (Killingsworth Lane west) to 1 mile west of Cameron Road (Killingsworth Lane east) in Precinct 2 (see Exhibit "A"). The current contract is to produce engineered plans for the entire ultimate 6 lanes between 0.6 miles east of Immanuel Road (at Killingsworth Lane west) to 1 mile west of Cameron Road (at Killingsworth Lane east) to be used to produce construction plans for future phases, plus a set of construction plans within the same limits for the 2 outside lanes on the north.

If approved, this additional services authorization request will allow CP&Y, Inc. to modify the construction document for the 2 north outside lanes and to prepare the construction documents for the 2 outside south lanes so that two of the phases can be constructed now under a single construction contract to build the 4 lanes with sidewalks and bicycle lane on each side of the street. This is expected to improve safety during construction, lower the total construction cost, duration, and associated inconvenience to users of the roadway network in the immediate area.

Staff have reviewed the additional scope of services and fees proposal (Exhibit "C") and concluded that the services proposed are complete and the fees are competitive with others of similar scope and duration in the area. Any service not currently identified can be added if it is later identified as a need.

TNR recommends approval of this additional services proposal request.

Here is a summary of the contract modifications to date, including this one:

Original contract amount:-----\$396,080.88  
Modification #1-----\$9,529.00 (current contract amount = \$405,609.88)  
Proposed Modification #2-----\$53,957.19 (new contract amount = \$459,567.07)

### **Project Background**

Wells Branch Pkwy is planned as an ultimate 6-lane divided roadway from Loop 1 to east of SH 130 (FM 973) on the CAMPO 2035 Regional Transportation Plan (illustrative plan). This goal is being achieved in phase as the need and funding becomes available. The current plan is to construct up to 4 lanes (up to the two outside lanes, each direction) from Mopac Expressway (Loop 1) to Cameron Road, and gradually add the remaining inside third lane, each direction, plus the median later to complete the 6-lane divided arterial as planned. Cameron Road improvements, from Gregg Lane to SH 130, is planned under a separate project,

The two outside lanes, each direction, from Loop 1 and Immanuel, and the two north lanes between Immanuel Road and Killingsworth Lane (west) have already been constructed.

The general scope of services under the existing contract with CP&Y is to produce engineering plans for the entire ultimate 6 lanes between 0.6 miles east of Immanuel Road (at Killingsworth Lane west) to 1 mile west of Cameron Road (at Killingsworth Lane east) to be used to generate the construction plans for future phases, plus a set of construction plans within the same limits for the 2 outside lanes on the north.

The funding for constructing the 2 southern lanes in the same limits as above plus the 2 southern lanes between Immanuel Road and 0.6 miles east of Immanuel Road (at Killingsworth Lane west) was approved by the voters in the 2011 Bond Election.

This additional service request is to allow CP&Y, Inc. to modify the construction documents prepared for the construction of the 2 outside north lanes and to prepare the construction documents for the 2 outside south lanes so that two of the phases can be constructed now under the same construction contract to build the 4 lanes with sidewalks and bicycle lane on each side of the street.

After some reassessment, TNR have concluded that construction of the two outside north lanes and the sections authorized in the 2011 Bond election (the 2 outside south lanes from Immanuel Road to Killingsworth Lane west to Killingsworth Lane east) under a single construction contract will provide some savings due to economies of scale, reduce construction duration, and reduce inconvenience to the motorists, bicyclists, and pedestrians in the area.

The modification proposed here will allow these sections to be constructed together:

1. the 2 outside north lanes between Killingsworth Lane west and Killingsworth Lane east
2. the 2 outside south lanes between Killingsworth Lane west and Killingsworth Lane east

To construct the south 2-lanes between 0.6 miles west of Emmanuel Road and Emmanuel Road, and to provide a smooth and safe transition from the proposed phases above additional engineering work will be needed. That work is being proposed under a separate design contract.

An additional extension of Wells Branch Parkway, from the terminus of this phase one mile easterly to Cameron Road is being planned under a separate project with a different developer.

### **Issues and Opportunities**

Combination of all the phases described above into one letting may result into significantly better bid prices and an appreciably reduction in the construction duration with less disruption to the emergency services providers, school bus services, motorists, bicyclists, and pedestrians in the area.

### **Budgetary and Fiscal Impact:**

Funding for this project will come from FRD 0300000320. The total amount for this contract modification is \$53,957.19 increasing the contract from \$405,609.88 to \$459,567.07. The financial tracking information for this PSA contract modification request is provided below:

Fund: 2004

Fund Center: 1490200001

IO: 600087

GL: 521050

Grant: 800160

All work for this modification will be delivered under Work Product 4.

### **Attachments:**

1. Exhibit "A" - Project Location Map
2. Exhibit "B"- Additional Services Scope and Fee Proposal
3. Exhibit "C"- Proposed Roadway Section

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

Jason Walker, Construction Procurement Specialist, Purchasing

Hannah York, Auditor's Office

Cynthia McDonalds, TNR Financial

Donna Williams-Jones, TNR Financial

Tawana Gardner, TNR Financial

Steve Sun, P.E., TNR CIP

Chiddi N'Jie, P.E., TNR CIP

Central Files: 3100/Wells Branch/Design

## **List of Attachments**

- **Exhibit “A “**
  - **Project Location Map**
  
- **Exhibit “B”**
  - **Additional Services Scope and Fee Proposal**
  
- **Exhibit “C”**
  - **Revised Roadway Section**

## **Project Location Map**





# Funds Reservation 300000320

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/21/2012
FM area	1000	Posting date	09/21/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	WILLIAD	Created on	09/21/2012
Last changed by	HUFFH	Last changed	01/18/2013
More Data			
Text	Wells Branch Pkwy Design Contract Modification		
Reference			
Overall Amount	240,534.45 USD		

Document item 001			
Text	For pending contract mod estimate		
Commitment item	521050	Funds center	1490200001
Fund	2004	G/L account	521050
Cost center		Due on	
Vendor		Customer	
Amount	240,534.45 USD		

**MODIFICATION OF CONTRACT NUMBER: 10AE0168JW. Design Services for  
Wells Branch Parkway Extension**

PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>April 9, 2013</b>
ISSUED TO: CP&Y, Inc. 10415 Morado Circle, Building I, Suite 200 Austin, TX 78759	MODIFICATION NO.: <b>2</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>January 18, 2011</b>
ORIGINAL CONTRACT TERM DATES: <u>1/18/11</u> - <u>project completion</u>		CURRENT CONTRACT TERM DATES: <u>1/18/11</u> - <u>project completion</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$423,357.35Current Modified Amount \$486,843.54.

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

A. The additional Work Product 4 Services, as outlined in Contractor's Supplemental Agreement, attached hereto and made a part hereof, are hereby added to the contract. As a result of these additional Work Product 4 Services, contract Basic Services pricing is adjusted as follows:

## 1. Reference EXHIBIT 1:

- a. Paragraph 1.1: The Basic Services sum is changed from \$405,609.88 to \$457,650.09, an increase of \$52,040.21.
- b. Paragraph 1.1.1: Project Management & Coordination is changed from \$13,249.00 to \$15,489.00, an increase of \$2,240.00.
- c. Paragraph 1.1.1: Work Product 4 (100% Plans) is changed from \$21,412.28 to \$71,212.49, an increase of \$49,800.21.

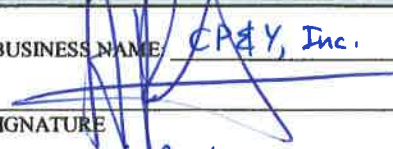
2. Reference EXHIBIT 1, SECTION 4 - REIMBURSABLE EXPENSES, 4.1, the Sub-Contract Management Fee is modified from '\$195,305.88 x 8.00% = \$15,624.47' to '\$219,268.09 x 8.00% = \$17,541.45', an increase of \$1,916.98. Also, the REIMBURSABLES TOTAL NOT TO EXCEED is changed from \$27,276.47 to \$29,193.45, an increase of \$1,916.98.

2. Reference EXHIBIT 1, SECTION 5 - TOTAL AGREEMENT SUM. The Total Agreement Sum is changed from an NTE amount of \$432,886.35 (\$405,609.88 Basic Services, and NTE amount of \$27,276.47 Reimbursable Expenses) to an NTE amount of \$486,843.54 (\$457,650.09 Basic Services, and NTE amount of \$29,193.45 Reimbursable Expenses) an increase of \$53,957.19.

4. The Contract Scope of Services is modified to include the performance by Engineer of the additional Work Product 4 Services as outlined in Contractor's Scope of Services (Attachment A).

**Note to Vendor:**

- [ X ] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- [ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>CP&amp;Y, Inc.</u>	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>James J. Roohms, P.E.</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Senior Vice President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>4/25/2013</u>
TRAVIS COUNTY, TEXAS	DATE:
BY:  CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

**DRAFT**

## **ATTACHMENT A**

### **Consultant Services**

**PSA Modification No. 2 for Additional Services  
Wells Branch Parkway Extension, Section 2  
0.6 Miles East of Immanuel Road to 1 Mile West of Cameron Road  
Travis County, Texas, Precinct 2**

### **SERVICES TO BE PERFORMED BY THE CONSULTANT**

Wells Branch Parkway is built or planned to be built as a 6-lane arterial from Loop 1 to east of SH 130. The segment between Loop 1 and FM 1825 has already been completed as a 6-lane arterial. Between FM 1825 and Immanuel Road near Pflugerville, it is a 4-lane arterial. East of Immanuel Road, a half-mile 2-lane section of it has been constructed.

The scope of this Wells Branch Parkway Extension project is for complete PS&E for the continuation of a 4-lane section approximately one mile eastward from the west intersection of Killingsworth Ln to the approximate south property line of the Travis County North East Metro Park and the eastern boundary of the Pflugerville ISD property, hereafter called Wells Branch Pkwy Section 2. The alignment will follow a previously dedicated 124' right-of-way corridor. Wells Branch Pkwy between Immanuel Rd and the west intersection of Killingsworth Ln shall hereafter be called Section 1.

The anticipated engineering services will be for the design of the ultimate 6-lane arterial. However, the construction will be phased and only the initial 4-lane road construction will be built with this project. The layout of the initial 4-lane road will be as described below. This phased construction is also being planned for the extension of the Wells Branch Parkway an additional one mile further eastward from the eastern terminus of this project to Cameron Road. That section is being designed by others.

The existing 124' right-of-way will be increased generally on its south side to approximately 140', through future dedication, to accommodate the ultimate 6-lane arterial. Additional slope, drainage, and temporary construction easements and easements for detention and water quality ponds have been identified for acquisition by the County. This project is being developed through a Road Construction Agreement between the County and Sun Communities. Sun Communities shall have approval authority for the design but the project design and construction phases will be managed by the County. This project is located in Travis County Precinct 2.

#### **1 GENERAL SCOPE OF SERVICES**

Provide professional services to revise final PS&E Documents for the MAD 6 Wells Branch Parkway Extension from its current terminus 0.6 miles east of Immanuel Rd to the eastern boundary of the Pflugerville ISD property on Killingsworth Lane. This project will also include developing a phased construction plan for the initial 4-lane road.

Under the original work authorization for this contract, the Engineer previously completed the engineering design for the ultimate MAD 6 for Wells Branch Parkway from 0.6 miles east of Immanuel Road to the Killingsworth Ln east intersection (Wells Branch Pkwy Section 2). The Engineer also included the engineering design for an interim 2-lane section in the north half of the ROW.

These services generally will include, but are not limited to the following: roadway and sidewalk design, storm water drainage system analysis and design, and water quality pond design; preparing construction documents; completing land surveys, and intersection plans; developing roadway signage and pavement marking plans, traffic control plans, and coordinating utility relocations; monitoring project cost and applying cost recovery methodologies such as value engineering; preparing and executing project management, risk reduction and QA/QC plans; and preparing phased construction plans for the initial 4-lane road construction. The project is to meet all applicable local, state, and federal regulatory requirements. No federal funds will be used for this project.

In addition, the CONSULTANT will perform the following services:

- A. Develop all plans and specifications to standards stipulated by Travis County (may include Travis County, City of Austin and TxDOT criteria, specifications, standards, special specifications and special provisions, and AASHTO design criteria).
- B. Develop and submit a construction cost estimate at each phase of the design for the initial 4-lane road and the remaining ultimate MAD 6.
- C. Use generally recognized engineering methodology and standards of care and ensure designs are compliant with ADA accessibility requirements.
- D. Establish and provide a detailed project design task completion report. Monitor and provide task completion report to the County.
- E. Coordinate utility relocation efforts as described in the detailed Work Phase descriptions below.
- F. Prepare appropriate displays and attend meetings with Travis County staff, regulatory agencies, and public groups, both as a technical advisor and as a project presenter.

Design services related to the design and plan production for this project will be performed in accordance with the latest available AASHTO design criteria and City of Austin guidelines. TxDOT guidelines and design standards will also be used where appropriate. The drainage systems and water quality ponds will be designed per City of Austin criteria. The development of the project will typically be consistent with TxDOT design procedures and practices. This project will be developed utilizing Microstation V8i and Geopak V8i.

## **2 SPECIFIC PROJECT INFORMATION, LOCATION AND LIMITS**

This project consists of the extension of Wells Branch Parkway from 0.6 miles east of Immanuel Road to the eastern boundary of the Pflugerville ISD property for a length of approximately 1.0 mile (Section 2). Typical roadway cross section for Wells Branch Pkwy Section 2 for the ultimate MAD 6 includes three 12' wide travel lanes for each direction, 23' wide grassed median measured from face-of-curb to face-of-curb, 5' wide bike lane abutting the concrete gutter along each outside lane of the road, 2' wide concrete curb and gutter along outside edge of the bike lane, and 6' wide sidewalk on the both sides of the road directly behind the outside backs of curb.

The initial construction phase for Wells Branch Pkwy Section 2 will include two outside lanes in each direction and just the outside curbs. Each direction will consist of a 31' pavement width: 5' bike lane, two 12' lanes, 2' inside paved shoulder, and 10' inside grass shoulder. A median ditch will be needed to drain superelevated sections. Construct a pavement width transition for the north side pavement from the 41' pavement width in Section 1 to the 31' pavement width in Section 2. Inner 10' wide grass shoulders should allow the median ditches to remain as originally designed; however this can be reevaluated as design progresses. Use a 30 mph transition at the east end of Section 2 to shift the eastbound traffic lane to tie into the existing two-lane section on Killingsworth Ln. Killingsworth Ln then continues east to Cameron Rd.

Median breaks with turn lanes in both directions and driveway cuts shall also be included. Design speed is 50 MPH. Pavement structure shall be designed for a 20-year design life based on geotechnical analysis and pavement engineering. Proposed right-of-way width should be no less than 140' plus slope, drainage, detention pond, water quality pond easements and temporary access/construction easements as reasonably required by the construction of the roadway and associated improvements. Storm drain pipes for the initial 4-lane road shall be constructed to meet the ultimate MAD 6 requirements.

Naming convention for the phased construction of the ultimate 6-lane facility:

Phase 1 – Original interim phase of Section 2 (one lane in each direction); this section will become the two north/westbound lanes in Phase 2.

- Phase 2 – Revised interim phase of Section 2 (two outermost lanes in each direction); construction and quantities for payment include the two south/eastbound lanes.
- Phase 3 – Final ultimate build-out of Section 2 (three lanes in each direction); construction includes the innermost lane in each direction.

Bid schedules will reflect the base bid and add alternate as follows:

Base bid – Section 2 north side (Phase 1)

Add alternate 1 – Sections 1 and 2 south side (Phase 2)

The County's private partner will review the plans and specifications for specific project items including reasonable roadway design, median breaks, and driveway cuts as well as the proposed size and location of any slope, drainage, detention pond, water quality pond and temporary access/construction easements.

The CONSULTANT will be expected to provide three (3) specific work phases and/or support service, each with a separate agreement and a separate fee, with each requiring a separate "Notice to Proceed" under the same contract. After the first work phase and each additional work phase thereafter, if authorized, the County may or may not exercise the option to supplement the contract to produce additional work phases. Authorization to proceed to the next work phase must be in writing in the form of a "Notice to Proceed".

The required work phases include Work Phase 1, 30% complete design documents; Work Phase 2, 90% complete design documents; and Work Phase 3, the 100% bid-ready set of construction documents. Each Work Phase shall be submitted for review and written "Notice to Proceed" must be issued by the County Purchasing Agent before proceeding to the next Work Phase.

The review process shall consist of submitting an electronic set (PDF format) of the plans (11"x17") specifications and estimates of probable construction costs to TNR when the design is 30%, 90% and 100% completed. Each submittal shall include a cover letter from the consultant stating who from their design team performed a Quality Assurance/Quality Control Check. Allow three weeks for TNR to review and provide written comments and/or approval for each submittal. Submit two final check sets and allow three weeks for TNR to review and provide written comments and/or approval.

## **2.1 WORK PHASES**

### **2.1.1 WORK PHASE 1 - 30% PLAN SUBMITTAL**

The 30% submittal will consist of the preliminary engineering and 30% complete design documents required to fully address the project scope.

Total projected time for completion of Work Phase 1 will be no more than 45 calendar days. A detailed list of tasks follows.

#### **2.1.1.1 SURVEYING SERVICES *(Provided by Inland Geodetics)***

##### **A. DESIGN SERVICES**

- a. The Surveyor will prepare six (6) parcel plats with metes and bounds descriptions signed and sealed by a Texas Registered Professional Land Surveyor for additional right-of-way acquisition as indicated on the project plans. Additionally, the Surveyor will prepare parcel plats and metes and bounds for seven (7) permanent slope and/or drainage easements contiguous with the previously stated right-of-way acquisition parcels. These parcels will also be delineated from information provided by the owner or prime consultant on the plans.
- b. The Surveyor will remove monuments previously set along the existing right-of-way line where new right-of-way will be acquired. The surveyor will set monuments along the proposed additional right-of-way acquisition line as described in item (g). The Surveyor shall, at their discretion, use 5/8" iron rods with aluminum caps stamped "Travis ROW" or other durable entities for the monumentation as applicable.

**B. DELIVERABLES**

The Surveyor shall provide:

- a. Parcel plats with metes and bounds descriptions signed and sealed by an RPLS for 6 right-of-way parcels and 7 easement parcels.

**C. ASSUMPTIONS**

The Surveyor shall notify the client prior to performing the work if:

- a. Sufficient right-of-way monumentation cannot be found to re-establish the existing alignments and associated right-of-way lines along the project corridor.
- b. Traffic Control cannot be managed by the Surveyor's personnel.
- c. The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.
- d. Existing Project Control cannot be recovered or verified.
- e. Access is denied to properties for any reason.

**2.1.1.2 30% DESIGN PLANS**

**A. MISCELLANEOUS PLANS** *(Provided by CP&Y, Inc.)*

- a. Modify the Section 2 project layout sheets for the revised interim typical section.

**B. ROADWAY PLANS** *(Provided by CP&Y, Inc.)*

- a. Modify the Section 2 proposed typical section sheets for the revised interim design.
- b. Modify the roadway plan and profile sheets for Section 2 to reflect the revised interim and ultimate typical sections.
- c. Updated the design cross sections for Wells Branch Parkway Section 2 to reflect the revised interim and ultimate typical sections.

**C. GRADING AND DETAILS** *(Provided by CP&Y, Inc.)*

- a. Modify driveway details for each driveway in Section 2 to reflect the revised ultimate typical section.

**D. DRAINAGE PLANS** *(Provided by Unintech Consulting Engineers)*

- a. Update drainage plan and profile sheets for Section 2 depicting locations of inlets and manholes. These sheets will be prepared at a scale of 1"=50'.

**E. WATER QUALITY** *(Provided by CAS Consulting and Services, Inc.)*

The project site is not located within an Edwards Aquifer recharge, contributing or transition zone. It is within the City of Austin 2-mile ETJ limits and so falls within their Watershed Protection Development Review Regulatory Area. The extent of the project is located in the Suburban (Outside City Limits) Desired Development Zone for ordinance purposes. Detention will be provided through the participation in the City's Regional Stormwater Management Program; therefore, no detention facilities or detention related calculations will be provided for this project.

- a. The Engineer will revise the proposed water quality pond plans previously prepared for Wells Branch Parkway Extension Section 2 to reflect the revised interim roadway design.

**F. QA/QC** *(Provided by CP&Y, Inc.)*

Perform a QA/QC review prior to submittal of Work Phase 1.

**2.1.2 WORK PHASE 2 - 90% PLAN SUBMITTAL**

The 90% complete drawings will be virtually "ready to bid" with minor revisions, no outstanding design issues, all work coordinated and illustrated on the drawing. This submittal will include design documents that incorporate the ultimate 6-lane and interim 4-lane configurations.

Total projected time for completion of Work Phase 2 will be no more than 60 calendar days. A detailed list of tasks follows.

**2.1.2.1 90% DESIGN PLANS**

**A. ROADWAY PLANS** *(Provided by CP&Y, Inc.)*

- a. Finalize proposed typical sections.
- b. Finalize plan and profile sheets. Add cut/fill quantities.
- c. Finalize design cross sections. Calculate the cut/fill quantities from these sections.

**B. GRADING AND DETAILS** *(Provided by CP&Y, Inc.)*

- a. Finalize ditch tables.

**C. CROSS CULVERTS** *(Provided by K Friese & Associates)*

- a. Update culvert layouts to reflect revised interim construction section.

**D. DRAINAGE PLANS** *(Provided by Unintech Consulting Engineers)*

- a. Finalize interior drainage area maps and run-off calculations.
- b. Finalize drainage plan and profile sheets for Section 2 depicting locations of inlets, manholes, storm sewers, culverts, utilities, channel improvements, and ditch locations and flowlines as required. Storm sewer profiles will be prepared at a scale of 1"=50' H and 1"=5' V. Storm sewer profiles will show pipe size and type, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information, and locations and sizes of inlets and junctions.

**E. EROSION CONTROL** *(Provided by CP&Y, Inc.)*

- a. Update erosion control plans for the Section 2 interim construction. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are silt fence, sand bags, rock filter dams, sediment traps, and construction exits. One temporary erosion control plan will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing. Permanent erosion control measures will be included on these sheets as well.
- b. Update the Storm Water Pollution Prevention Plan (SW3P) for this job in accordance with TCEQ regulations to include Section 2. These sheets will consist of the TxDOT SW3P text sheets that summarize erosion control measures.

**F. SIGNING AND PAVEMENT MARKINGS** *(Provided by CP&Y, Inc.)*

- a. Prepare Signing and Pavement marking layouts at a scale of 1"=50' for the interim configuration of Section 2. These layouts will depict striping and delineator type and location, as well as MBGF location,



lengths, and end treatments. Each sign will have a corresponding number that will relate that sign to the sign summaries.

- b. Detail sheets for small signs will be prepared for non-standard signs. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

G. TRAFFIC SIGNAL DESIGNS *(Provided by Saenz+Bury Engineering)*

- a. Update traffic signal layout to reflect the revised interim construction section.

H. TRAFFIC CONTROL PLAN *(Provided by Aguirre & Fields, LP)*

- a. Traffic control typical sections will be prepared for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned.
- b. Update narrative for the sequence of construction to revise Section 2.
- c. Modify one (1) detailed traffic control plan sheet at a scale of 1"=50' for the east Killingsworth tie-in. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Location of work areas, temporary paving, signing, barricades and other details will be required to describe the traffic control plan. Temporary drainage will not be considered part of this scope of services.

I. QUANTITIES *(Provided by CP&Y, Inc.)*

Update quantities for each of the following and as necessary to bid this project and broken into separate totals for the base bid and two add alternate bids:

- a. Earthwork
- b. Roadway
- c. Traffic Signals *(Provided by Saenz+Bury)*

J. QA/QC *(Provided by CP&Y, Inc.)*

Perform a QA/QC review prior to submittal of Work Phase 2.

**2.1.3 WORK PHASE 3 - 100% PLAN SUBMITTAL**

The 100% design complete services will include final plans, specifications, estimates, bid quantities, and permits. This submittal will include complete plans for the ultimate 6-lane and interim 4-lane configurations assembled into a single plan set.

Total projected time for completion of Work Phase 3 will be no more than 35 calendar days. A detailed list of tasks follows.

**2.1.3.1 100% DESIGN PLANS**

A. PLAN SHEETS *(Provided by All)*

- a. Address all remaining comments.
- b. Issue final set of plan sheets in electronic format for plotting at the County print shop.

B. QA/QC *(Provided by CP&Y, Inc.)*

Perform a final QA/QC review prior to submittal of Work Phase 3.

## **2.2 MANAGEMENT TASKS *(Provided by CP&Y, Inc.)***

### **2.2.1 PROJECT MANAGEMENT**

- A. Create and submit monthly invoices suitable for payment by the County.
- B. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.

## **3 DELIVERABLES**

- 3.1 Completed specific work phase/plan stage documents for review.
- 3.2 Completed PS&E documents.
- 3.2 Transmit a letter stating completion of QA/QC process at each submittal signed by the Project Manager and QA/QC reviewer.
- 3.4 Engineer's Opinion of Construction costs, Project Schedule, & CPM, updated and submitted with each submittal, including at monthly invoicing.
- 3.5 All required permits to start and complete project.
- 3.6 Survey services with electronic and soft copy of survey on NAD 83 or as determined by Travis County.
- 3.7 Design calculations.
- 3.8 Electronic copy of above deliverables, where applicable (all drawings and e-files must be in MicroStation V8 format, as appropriate. A set of construction plans with engineer's PE seal and signature shall be provided in PDF format for bidding. Text documents must be in Microsoft Word or Excel format as applicable. Schedules and CPMs must be in Microsoft Project Gantt chart format with tracking).

## **ADDITIONAL SERVICES**

The following services are not included in this scope of work and can be provided as additional services if authorized by Travis County. Scope of Work and Compensation for Additional Services will be agreed to prior to their performance:

- Detention design or related calculations
- Any calculations or revisions to the existing ponds or water quality treatment system
- Interim roadway water quality ponds
- Landscape and Tree Protection sheets
- Utility relocations
- Bid and Construction phase services
- Hazardous site assessments

## Item 20



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**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:** Consider and take appropriate action on an Interlocal Cooperation Agreement between Travis County and the Lake Travis Independent School District for Traffic Signal and Utility Facilities.

- **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.
- Lake Travis Independent School District (LTISD) is currently designing a new school facility on Bee Creek Road, which they plan to open in 2014. The LTISD needs to have water service extended to their site and they anticipate the need of a traffic signal at one of the future schools driveways. The waterline and signal will be located in County right-of-way.
- The design and construction cost of the waterline will be paid by LTISD. The maintenance will become the responsibility of Lazy 9 Municipal Utility District, through an agreement they have with LTISD. The proposed Interlocal agreement specifies that Travis County will construct the waterline utilizing plans and specifications provided by the MUD (through the LTISD).
- The LTISD's engineer will complete a warrant study and subsequently design the traffic signal if necessary. LTISD will pay for the study, design and construction of the traffic signal.

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

- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount: N/A

Contract Type: Interlocal

Contract Period: Through project completion

- **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

- **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: N/A

☐ Fund Center(s): N/A

☒ Comments: No fiscal impact to Travis County from this agreement at this time.

**TRANSPORTATION AND NATURAL RESOURCES**

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



700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

April 25, 2013

**Memorandum**

To: Marvin Brice, Assistant Purchasing Agent

From: Steve Manilla, County Executive-TNR

Subject: Interlocal Agreement with Lake Travis Independent School District (LTISD)

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2013 APR 25 PM 3:40

The following information is provided for you to prepare a Commissioners Court agenda request for entering into an Interlocal Agreement with Lake Travis Independent School District. Please contact me at 854-9429 if you have any questions.

**Agenda Language:**

Consider and take appropriate action on Traffic Signal and Utility Facilities Interlocal Cooperation Agreement between Lake Travis Independent School District and Travis County.

**Back Ground/Summary of Request:**

LTISD is currently designing a new school facility on Bee Creek Road which they plan to open in 2014. The ISD needs to have water service extended to their site and they anticipate needing a traffic signal at one of their driveways. The waterline and signal will be located in County right-of-way.

The design and construction cost of the waterline will be paid by the LTISD. Once completed the operation and maintenance of the waterline will become the responsibility of the Lazy 9 Municipal Utility District through an agreement they have with LTISD. The proposed Interlocal Agreement specifies that Travis County will utilize plans and specification provided by the MUD (through the ISD) to construct the waterline. The ISD's engineer will complete a warrant study and the design of the traffic signal if warranted. The ISD will pay for design and construction. However if annexation of the area by Lakeway occurs responsibilities will shift between the ISD and the City. In no case will the County be paying for the design or construction of the signal. Operation and maintenance responsibilities for the signal could also shift between the City of Lakeway and the County if annexation occurs. Details of responsibilities related to the signal are included in the Bee Creek Interlocal Cooperation Agreement between the City of Lakeway and Travis County that was approved by Court at its March 19, 2013 Voting Session.

**Staff Recommendations:**

Staff recommends approval of this Interlocal Agreement.

**Issues and Opportunities:**

This Interlocal Agreement will allow a cooperative opportunity among parties to construct the traffic signal and waterline concurrent with the County's roadway improvement project. This should improve project coordination and minimize conflicts between contractors working in close proximity to each other.

The County uses the City of Austin for maintenance of County traffic signals located throughout the County. In this case the City of Austin will not be providing that service because of this signal's remote location. The County will utilize the City of Lakeway's signal contractor to service this signal. An Interlocal Agreement with the City of Lakeway will be needed if and when the traffic signal meets warrants.

The traffic signal has been requested by the ISD in anticipation of it meeting warrants for a signal. The ISD will purchase all components of the signal and the County will complete its installation once it meets warrants.

**Fiscal Impacts and Sources of Funding:**

The design and construction cost of the waterline and traffic signal will be paid by the LTISD. There is no cost to the County caused by entering into this agreement other than staff time needed for project coordination of the waterline and signal work and future operation and maintenance costs for the signal.

Attachment: LTISD Interlocal Agreement

cc: Cyd Grimes, Purchasing Officer  
Tom Nuckols, County Attorney's Office  
Chris Gilmore, County Attorney's Office  
Tony Valdez, TNR  
Donna Williams-Jones, TNR  
Tawana Gardner, TNR

**TRAFFIC SIGNAL AND UTILITY FACILITIES  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AND TRAVIS COUNTY**

This Interlocal Cooperation Agreement is made and entered into by and between the Lake Travis Independent School District (the "District") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, Bee Creek Road is a County-accepted roadway and Travis County is responsible for the operation and maintenance of its accepted roadway network; and,

WHEREAS, Travis County is currently using 2011 voter-approved bonds to improve Bee Creek Road to a four-lane divided roadway (the "Bee Creek Road Improvements");

WHEREAS, within the project area of the County's Bee Creek Road Improvements project, the County and the District desire to coordinate the planning, design, construction, operation, and maintenance of a traffic signal installation at the intersection of Bee Creek Road and the south entrance of the new Lake Travis Middle School project, when warranted, as well as solar flashing school zone signs and water facilities (the "Project");

WHEREAS, the District has an Agreement to pay the Lazy Nine Municipal Utility District No. 1A (the "MUD") for water service to the new Middle School and for economies-of-scale requests the County to include the necessary water line work in the bid documents for the Project;

WHEREAS, the District has determined that the Project is necessary in the conduct of the District's functions and this Agreement will facilitate and expedite the completion of the Project;

WHEREAS, the Project is generally described and depicted in attached Exhibit 1, which is incorporated herein for all purposes;

WHEREAS, the Parties intend to provide for and assign responsibility for the planning, design, construction, operation, and maintenance of the Project; and

WHEREAS, premises considered, the District desires to participate in the cost of the Project; and

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



NOW, THEREFORE, the Parties agree as follows;

**Section 1. Project Specifications**

- (a) The County shall utilize design plans and specifications provided by the District, and approved by the County, to construct a three-way traffic signal at the intersection of Bee Creek Road and the south entrance to the new Lake Travis Middle School Project, as depicted in Exhibit 1. The traffic signal design and construction shall include pedestrian crossing heads with count down timers.
- (i) The infrastructure of the three-way traffic signal, to include all underground components, foundations, and signal poles (with street lights on the poles), shall be constructed during the initial construction phase of the Project, and shall exclude the cross arms, the signal lights, and the control boxes, as depicted in Exhibit 2.
- (ii) The District, at its discretion, may acquire, secure, and store the components necessary to complete the installation of a fully-operational three-way traffic signal. Such structures and equipment shall be stored in a bonded warehouse facility until warrants for the signal installation have been met. As an option, the District may request the County to acquire the signal components from the City of Austin when signal warrants are met and then reimburse the County for the costs within 30 calendar days after the County submits a reimbursement request to the District. In any case, the District must acquire signal components that meet City of Austin specifications.
- (iii) Within 60 calendar days from the date that the warrants for the traffic signal installation have been met, as determined by a study to be completed by the District and subject to approval by the County, the County shall install all components and any remaining below ground components necessary for a fully functional signal. The County at its discretion may contract with the City of Austin to complete the signal installation. The District shall provide the County any necessary easements to complete the signal work, including those needed for power supply. Upon completion and acceptance of the installation by the County the County shall put the signal into temporary flashing operation for up to thirty days prior to full operation.
- (iv) Upon acceptance of the fully operational signal the County will assume full responsibility for the cost of operation, maintenance, and repairs, including electric service charges. The County may, at its discretion, utilize the City of Lakeway's (or the City of Austin's if available) traffic signal contract for maintenance and repair services.



- (b) The County shall include in its Project bid documents the plans and specifications for constructing a 12-inch water line for the benefit of the provision of utilities to the new Lake Travis Middle School project that run within the boundaries of the Bee Creek Road Improvements project area. The plans and specifications for the water line will be provided by the District to the County, and are subject to approval by the County. The water line shall be installed within the Bee Creek Road right-of-way at a location determined acceptable by the County, as depicted in Exhibit 3. All costs associated with the water line shall be borne by the District.
- (c) The County shall include in its Project bid documents the plans and specifications for constructing two solar flashing school zone signs in locations as depicted in Exhibit 1. The plans and specifications for the school zone signs will be provided by the District to the County, and are subject to approval by the County. All costs associated with the school zone signs shall be borne by the District. Upon acceptance of the fully operational solar flashing school zone signs, the County will assume full responsibility for the cost of operation, maintenance, and repairs, including electric service charges. The County may, at its discretion, contract with the City of Lakeway or the City of Austin for school zone sign maintenance and repair services.

## **Section 2. Project Management.**

- (a) The County will provide the project management services for the development and construction of the Project, as set forth herein.
- (b) The County Executive of the Travis County Transportation and Natural Resources Department (the "County Executive") will act on behalf of the County with respect to the Project, coordinate with the District, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County Executive will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.
- (c) The District's Senior Director for Facilities and Construction (the "District's Director") will act on behalf of the District with respect to the Project, coordinate with the County, receive and transmit information and instructions, and serve as the District's project manager for the Project.

- (d) If a disagreement between the District and the County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the County Project Manager and the District's Director, it shall be referred as soon as possible to the District's Assistant Superintendent for Business & Finance and the County Executive for resolution.

### **Section 3. Project Development.**

- (a) The County will be responsible for the management of the development of the design and construction of the Bee Creek Road Improvements, including (i) the development of the engineering design, plans and specifications for the Bee Creek Road Improvements, (ii) the surveying, (iii) any right-of-way and easement acquisition, (iv) the construction, (v) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Bee Creek Road Improvements, and (vi) acceptance of the completed work. The District will be responsible for management of the planning and design for the traffic signal installation at the intersection of Bee Creek Road and the south entrance of the new Lake Travis Middle School project, when warranted, as well as the water facilities.
- (b) The plans and specifications for the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code, as amended (Austin/Travis County Subdivision Regulations), unless otherwise agreed to by the Parties.
- (c) The County and District will ensure that their respective design engineers provide professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects, during the term of the design and construction and the County will have the County and the District named as an additional insured with respect to such general liability and automobile liability coverage.
- (d) The County and, to the extent set forth herein, the District, will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project. In addition, the County and, to the extent set forth herein, the District will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.

- (e) The Parties will participate in joint review meetings with representatives from the District and County in order to avoid and resolve conflicts and review comments.

#### Section 4. Project Bidding & Award of Construction Contract.

- (a) The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. The Project shall be included as add-alternates for the base bid proposal. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy.
- (b) The County will notify the District of the lowest responsible bidder and the amount of the bid for the Project, and the County will permit the District to review the bid and proposal. Within 10 business days after the County notifies the District of the bid and proposal, the District shall either authorize the County to proceed with engaging the contractor for the add-alternate Project work or shall provide notice to the County not to engage the contractor for the add-alternate Project work. If the District chooses not to proceed with the Project work prior to the execution of the County's contract for construction of the Project, either Party may terminate this Agreement, at any time prior to the letting of the contract for construction of the Project, by written notice to the other Party, and neither Party shall have any further obligation hereunder.

#### Section 5. Additional Management Duties of the County.

The County hereby covenants and agrees to:

- (a) review and approve the submitted plans and specifications by providing any initial comments within 14 working days of submittal, review and approve the District's responses to those initial comments within 7 working days, and work in good faith to resolve any outstanding issues;
- (b) review any change order proposal for the Project and return the change order request to the District within 5 working days of its receipt by the County's Project Manager, with a written recommendation for its disposition; respond to requests for information within 3 working days and requests for approval of shop drawings within 5 working days;
- (c) provide to the District written notice of the schedule for the advertisement for bids, award of contract, and construction of the Project;

- (d) provide to the District a written copy of all contracts and billings and evidence of payment affecting the Project, including accompanying information regarding compliance with the County's minority and women-owned businesses policy;
- (e) provide to the District documentation and five working days for the District to review and jointly approve the construction contractor's application for final payment;
- (f) provide to the District a copy of executed change orders related to the Project;
- (g) provide to the District a copy of any change order request related to the Project within two (2) working days of its receipt by the County, by delivery to the District's Director;
- (h) during the construction of the project, require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the District;
- (i) install an electric meter and provide power to the Project facilities; the District shall pay for the cost of the operation of the electric meter and the cost of the power to the Project facilities until warrants are met and the signal installation is complete and operational, at which time the cost of power to the signal will be assumed by the County.
- (j) Upon satisfactory completion of construction and any applicable warranty or construction performance period, furnish the District a copy of the record drawings of the Project for the District's records; and
- (k) Upon completion of the Project, assume full ownership and responsibility for the maintenance and repair of the Project facilities to the extent and in the same manner as other like facilities within the County, except that, upon completion of the Project, the water line shall be owned, operated, and maintained by Lazy Nine Municipal Utility District No. 1A. If this section of Bee Creek Road is annexed by a municipality, the municipality will assume full ownership and responsibility for the maintenance and repair of the Project facilities.

#### Section 6. Management Duties of the District.

The District hereby covenants and agrees to:

- (a) provide to the County four hard copies and one electronic copy of:

- (1) the plans and specifications for the construction of the traffic signal at the one hundred percent (100%) design complete stage for the County's review and approval; and
  - (2) the plans and specifications for the water line at the 60%, 90%, and 100% design complete stages for the County's review and approval;
- (b) remedy any deficiencies with the Project design timely identified by the County within 14 working days of receipt of the plans and specifications;
- (c) Identify and coordinate utility relocations necessary for the construction of the water line facilities and provide funding to pay the costs of utility relocations that are required for the Project that are not legally the responsibility of the utility owner;
- (d) review any change order proposal for the Project and return the change order request to the County within five (5) working days of its receipt by the District's Director, with a written recommendation for its disposition; respond to requests for information within three (3) working days and requests for approval of shop drawings within five (5) working days;
- (e) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
- (f) review and jointly approve the construction contractor's application for final payment within five working days after the County delivers to the District a copy of the construction contractor's application for payment from the County; and
- (g) attend meetings at the request of the County's Project Manager.

#### Section 7. Bond and Guarantee.

All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting the County and the District, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County and the District, for a period of one year from the date of acceptance of the Project. The County and District will be named as co-obligees on the bonds.

#### Section 8. Liability

To the extent allowed by Constitution and the laws of the State of Texas law, the County and the District agree that each entity is responsible for its own

proportionate share of any liability for its negligent acts or omissions. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the County. The County and the District will be included as additional insureds on the above-referenced general liability and automobile liability insurance policies and a waiver of subrogation will be provided on the general liability, auto liability and worker's compensation coverages.

**Section 9. Financial Obligations.**

- (a) The District has entered into a contract with Klotz Associates ("Klotz") to perform the engineering and design work for the Project, including a warrant study for the signal installation and operation and a traffic impact study for the new Lake Travis Middle School project, the District is solely responsible for paying all costs thereunder directly to Klotz, and the District shall ensure that Klotz will look solely to the District for all sums coming due thereunder. The District has entered into a contract with Malone-Wheeler, Inc., to perform the engineering and design work for the water line portion of the Project, the District is solely responsible for paying all costs thereunder directly to Malone-Wheeler, Inc., and the District shall ensure that Malone-Wheeler, Inc. will look solely to the District for all sums coming due thereunder.
- (b) If the District authorizes the County to engage the contractor that is chosen through the bid process as discussed in Section 4.(b) of this Agreement to proceed with construction of the Project, the District shall deposit into an escrow account established by the County the amount of the bid submitted by the chosen contractor plus 10 percent of the amount of the bid for the purpose of covering the cost of any change orders approved by the County and the District. Such payment shall be deposited by the District into the County escrow account within 30 calendar days of the District's authorization of the County to proceed with engaging the contractor for the add-alternate Project work as discussed in Section 4.(b) of this Agreement.
- (c) The District shall pay to the County, upon receipt of an invoice for an additional construction-related expenditure, the cost of the District's share of that expenditure. Such payment shall be made by the District to the County within 30 calendar days of the District's receipt of the related invoice from the County.
- (d) The County shall pay for all costs of the Bee Creek Road Improvements project not directly related to the Project.
- (e) The County Treasurer shall timely pay submitted invoices for the Project.



(f) The County shall:

- (1) conduct a final accounting of the Project after the County accepts the Project as discussed in Section 5.(k) of this Agreement, subject to adjustment after resolution of any pending claims or contingent liabilities arising from the Project,
- (2) provide documentation of the accounting to the District, and
- (3) return to the District any amount still remaining in the County escrow account after all financial obligations of the District relating this Agreement have been fulfilled. If any amounts are determined by the County to be owed by the District for expenses and such expenses exceed any amounts in the escrow account, the District must pay the outstanding amount within 30 days after receiving an invoice from the County.

- (g) The District or its authorized representative shall be permitted to review and audit all books, record, vouchers and documents of whatever nature related to the County's performance under this Agreement during the period of performance of this Agreement and for three (3) years thereafter or for so long as there exists any dispute or litigation arising from this Agreement.

Section 10. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the District or any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

DISTRICT:

Jim Ratcliff  
Senior Director of Facilities and Construction  
Lake Travis Independent School District  
16101 Hwy 71 West, Bldg. B  
Austin, Texas 78738

WITH A COPY TO: Susan K. Bohn  
Assistant Superintendent & General Counsel  
Lake Travis Independent School District  
3322 RR 620 S  
Austin, Texas 78738

COUNTY: Steven M. Manilla, P.E. (or successor)  
County Executive, TNR  
P.O. Box 1748  
Austin, Texas 78767

WITH A COPY TO: David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767

WITH A COPY TO: Cyd Grimes, C.P.M. (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767

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

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

(e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the District. This Agreement will automatically renew from year to year until the completion of the warranty period for the Project and any litigation or



other matters surviving the completion of the Project, unless terminated earlier by the Parties.

- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.
- (i) Venue. TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.
- (j) Interpretation. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.
- (k) Application of Law. This Agreement is governed by the laws of the State of Texas.
- (l) Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation are to 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.

- (m) Overdue Payments. Interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
- (n) Working Day. In this Agreement, "working day" and "business day" mean a calendar day that is not a Saturday, Sunday, or a holiday designated by the Travis County Commissioners Court.
- (o) Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

Each of the signatories to this Agreement represents and warrants that he is duly authorized to sign this in the capacity indicated.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

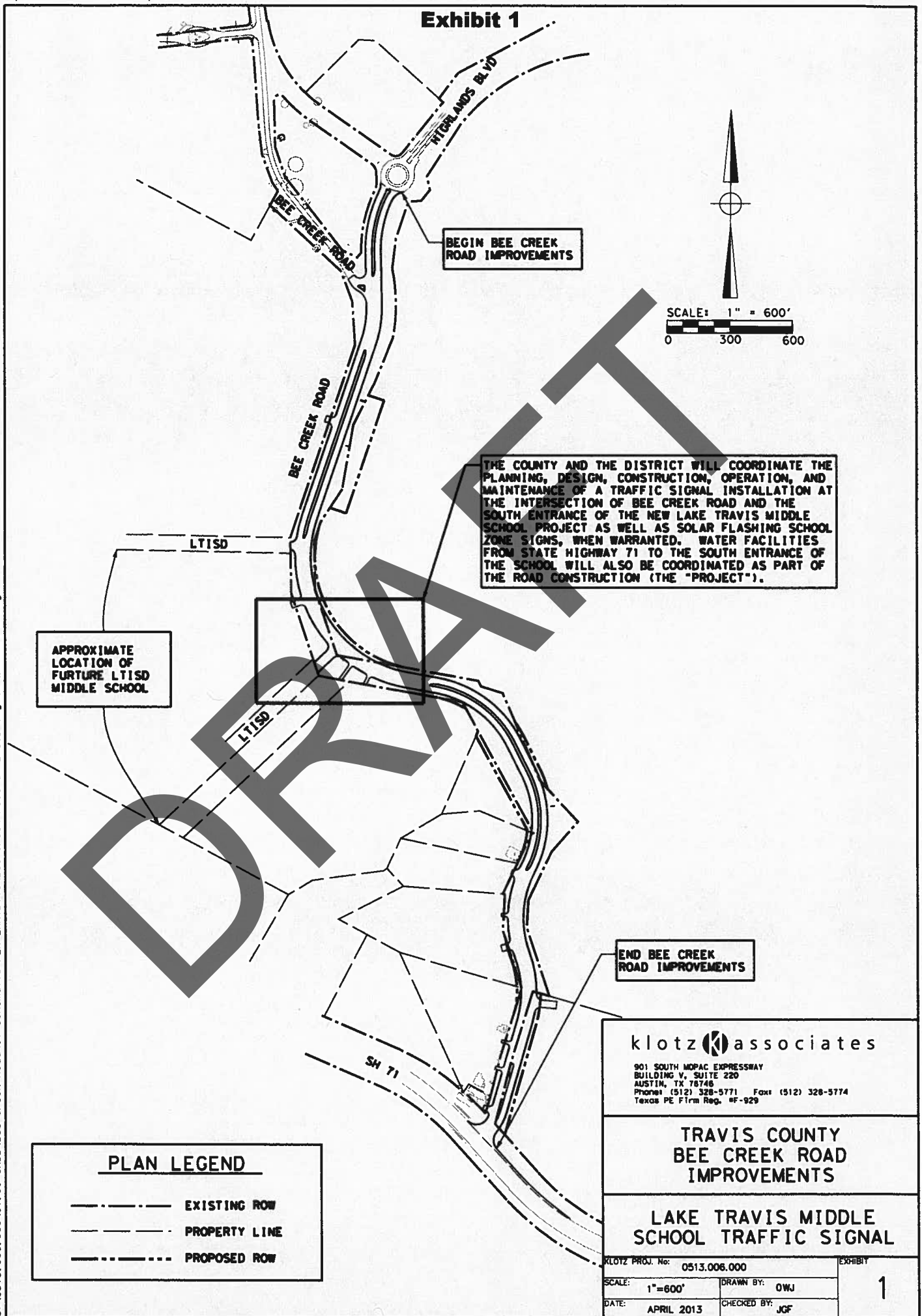
Date: \_\_\_\_\_

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Jason Buddin, President of the Board of Trustees

Date: April 16, 2013

# Exhibit 1



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# Exhibit 2



SCALE: 1" = 50'  
0 25 50

THREE-WAY TRAFFIC SIGNAL AT THE INTERSECTION OF BEE CREEK ROAD AND THE SOUTH ENTRANCE TO THE NEW LAKE TRAVIS MIDDLE SCHOOL PROJECT. THE INFRASTRUCTURE OF THE THREE-WAY TRAFFIC SIGNAL WILL INCLUDE ALL UNDERGROUND COMPONENTS, FOUNDATIONS, AND SIGNAL POLES (WITH STREET LIGHTS ON THE POLES), SHALL BE CONSTRUCTED DURING THE PROJECT, AND SHALL EXCLUDE MAST ARMS, THE SIGNAL HEADS, AND THE CONTROL BOX.

PLAN LEGEND	
	EXISTING ROW
	PROPERTY LINE
	PROPOSED ROW
	PROPOSED RETAINING WALL
	PROPOSED CONDUIT
	PROPOSED CASING

klotz associates

901 SOUTH MOPAC EXPRESSWAY  
BUILDING V, SUITE 220  
AUSTIN, TX 78746  
Phone: (512) 328-5771 Fax: (512) 328-5774  
Texas PE Firm Reg. #F-929

TRAVIS COUNTY  
BEE CREEK ROAD  
IMPROVEMENTS

LAKE TRAVIS MIDDLE  
SCHOOL SIGNALIZED  
INTERSECTION

KLOTZ PROJ. No: 0513.006.000

SCALE: 1"=50'

DRAWN BY: DWJ

DATE: APRIL 2013

CHECKED BY: JGF

2

# Exhibit 3

BEGIN 12-INCH  
WATERLINE

LT1SD

BEE CREEK ROAD

END 12-INCH  
WATERLINE

SH 71



SCALE: 1" = 400'  
0 200 400

THE COUNTY SHALL INCLUDE IN ITS PROJECT BID DOCUMENTS THE PLANS AND SPECIFICATIONS FOR CONSTRUCTING A 12-INCH WATER LINE FOR THE BENEFIT OF THE PROVISION OF UTILITIES TO A NEW LAKE TRAVIS MIDDLE SCHOOL PROJECT. THE LINE WILL RUN WITHIN THE BOUNDARIES OF THE BEE CREEK ROAD IMPROVEMENTS PROJECT AREA. THE PLANS AND SPECIFICATIONS FOR THE WATER LINE WILL BE PROVIDED BY THE DISTRICT TO THE COUNTY, AND ARE SUBJECT TO APPROVAL BY THE COUNTY. THE WATER LINE SHALL BE INSTALLED WITHIN THE BEE CREEK ROAD RIGHT-OF-WAY AT A LOCATION DETERMINED ACCEPTABLE BY THE COUNTY.

## PLAN LEGEND

- EXISTING ROW
- PROPERTY LINE
- PROPOSED ROW
- PROPOSED WATERLINE

klotz associates

901 SOUTH MOPAC EXPRESSWAY  
BUILDING V, SUITE 220  
AUSTIN, TX 78746  
Phone: (512) 328-5771 Fax: (512) 328-5774  
Texas PE Firm Reg. #F-929

TRAVIS COUNTY  
BEE CREEK ROAD  
IMPROVEMENTS

LAKE TRAVIS MIDDLE SCHOOL  
12" WATERLINE

KLOTZ PROJ. No: 0513.006.000		EXHIBIT  3
SCALE: 1"=400'	DRAWN BY: DWJ	
DATE: APRIL 2013	CHECKED BY: JGF	

4/9/2013 2:39:04 PM G:\0513\_006.000\07.00 CAD\Bee Creek Road\01-Schematic-PER Exhibits\Bee Creek Road at LT1SD Signal Exhibit+03.dgn



## Item 21



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By/Phone Number:** Shannon Pleasant, CTPM 854-1181;  
Marvin Brice, CPPB 854-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes C.P.M. CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Modification No. 1 to Interlocal Agreement No. 4400001009, City of Austin for the Summer Youth Employment Program.

- **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.

Travis County Health and Human Services & Veteran Services is requesting the renewal of the City of Austin Interlocal Agreement for the FY'13 Summer Youth Employment Program. Travis County and the City of Austin have jointly funded the Summer Youth Employment Program (SYEP) since 1997. SYEP provides a variety of work-based learning opportunities for youth throughout the City of Austin and Travis County. Travis County is responsible for administering the program and managing day-to-day operations. There are four full-time staff and approximately seven temporary/seasonal Travis County employees who operate the program. The City of Austin handles all payroll duties for participating youth. Travis County will contribute \$217,554 toward youth stipends in FY'13, with the City of Austin contributing \$345,000. The total combined funding for youth stipends is \$562,554. This will provide summer jobs for 750 youth, including 115 youth with disabilities.

- **Contract Expenditures:** Within the last 12 months \$217,554.00 has been spent against this contract/requirement.

ID# 8596

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract-Related Information:**

Award Amount: \$217,554

Contract Type: Interlocal

Contract Period: June 1, 2012 through August 31, 2013

➤ **Contract Modification Information:**

Modification Amount: \$217,554

Modification Type: Bilateral

Modification Period: September 1, 2013 through August 31, 2014

➤ **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:**

☒ SAP Shopping Cart #: 300000528

☒ Funding Account(s): Cost Center # 1580270001

☐ Comments:

ID# 8596

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
Executive Manager**

**(512) 854-4100  
Fax (512) 854-4115**

**DATE:** March 12, 2013

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

**FROM:**

A handwritten signature in blue ink that reads "Sherri E. Fleming".

Sherri E. Fleming, County Executive  
Travis County Health and Human Services and Veterans Service

**SUBJECT:** Interlocal Agreement Renewal between the City of Austin and Travis County for the Summer Youth Employment Program

**Proposed Motion:**

Consider and take appropriate action to approve the renewal of the Interlocal agreement with the City of Austin for the FY'13 Summer Youth Employment Program.

**Summary and Staff Recommendations:**

Travis County and the City of Austin have jointly funded the Summer Youth Employment Program (SYEP) since 1997. SYEP provides a variety of work-based learning opportunities for at-risk youth throughout the City of Austin and Travis County. Travis County is responsible for administering the program and managing day-to-day operations. There are four full-time staff and approximately seven temporary/seasonal Travis County employees who operate the program. The City of Austin handles all payroll duties for participating youth.

Travis County will contribute \$217,554 toward youth stipends in FY'13, with the City of Austin contributing \$345,000. The total combined funding for youth stipends is \$562,554. This will provide summer jobs for 750 youth, including 115 youth with disabilities.



TCHHSVS staff recommends approving the Interlocal agreement.

**Budgetary and Fiscal Impact:**

Travis County's contribution for FY'13 is \$217,554. This contract follows the county's fiscal year.

**Fund Reservation #300000528**

**Cost center # 1580270001.**

**Contract Term:**

June 1, 2013 to August 31, 2014

**Issues and Opportunities:**

SYEP provides at-risk youth, including those with disabilities, with summer employment designed to promote self-sufficiency, good citizenship and healthy lifestyles.

**Background:**

SYEP is supported by more than 50 community-based and faith-based organizations that work with county staff to recruit, train, mentor and place young people between the ages of 14 and 17 (14 and 22 for youth with disabilities) in summer jobs. Youth receive training in career development and undergo a self-assessment and personal profile to assist them in identifying future career interests. Youth are placed in jobs exposing them to various career paths such as environmental science, accounting, customer service, journalism, elder care, criminal justice, public health, and child development. They also receive training in life skills, anger management, conflict resolution, and making healthy choices.

Cc:

Deborah Britton, Division Director, Community Services, TCHHS/VS  
Nicki Riley, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Leslie Browder, County Executive for Planning and Budget Office  
Diana Ramirez, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Shannon Pleasant, Purchasing Agent, Travis County Purchasing Office  
Kathleen Haas, Financial Manager, TCHHS/VS  
Jim Lehman, Division Director, Family Support Services, TCHHS/VS  
Blanca Leahy, Division Director, Research and Planning, TCHHS/VS  
Olie Pope, Veteran Services Officer, Veteran Services, TCHHS/VS  
Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHS/VS

**MODIFICATION OF CONTRACT NUMBER: 4400001009 – Summer Youth Employment Program Page 1 of 3**

**ISSUED BY: PURCHASING OFFICE**  
700 Lavaca, Suite 800  
Austin, Texas 78701

**PURCHASING AGENT ASST: Shannon Pleasant**  
TEL. NO: (512) 854-1181  
FAX NO: (512) 854-9185

**DATE PREPARED:**

March 15, 2013

**ISSUED TO:**  
City of Austin  
P. O. Box 1088  
Austin, Texas 78767

**MODIFICATION NO.:**

1

**EXECUTED DATE OF ORIGINAL CONTRACT:**

June 1, 2012

**ORIGINAL CONTRACT TERM DATES:** June 1, 2012 – August 31, 2013

**CURRENT CONTRACT TERM DATES:** September 1, 2013 – August 31, 2014

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$217,554

Current Modified Amount \$217,554

**DESCRIPTION OF CHANGES:** The Contract is amended according to the terms of the attachment to this Modification ("Attachment"), all of which is made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms and conditions of the Contract, as amended.

1. The Interlocal Agreement is renewed for an additional one year period from September 1, 2013 through August 31, 2014.
2. The not to exceed amount for this renewal period is \$217,554

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

**Note to Vendor/City:**

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

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

**LEGAL BUSINESS NAME:**

BY:

SIGNATURE

BY:

PRINT NAME

TITLE:

ITS DULY AUTHORIZED AGENT

☐ DBA

☐ CORPORATION

☒ OTHER

DATE:

4/30/13

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

**2013 RENEWAL AND AMENDMENT OF  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN  
FOR WORK-BASED LEARNING/SUMMER YOUTH EMPLOYMENT PROGRAM**

This 2013 Renewal and Amendment of Interlocal ("2013 Renewal") is entered into by the following parties: Travis County, a political subdivision of Texas ("County"), and the City of Austin, a Texas home-rule municipal corporation and political subdivision of the State of Texas ("City").

**II. RECITALS**

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.028, and other statutes), and provision of that care constitutes a public purpose; and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, CH. 121, CH. 122, and other statutes); and to provide services to youth in need of protection and care (TEX. FAMILY CODE ANN., Section 264.006); and provision of those services constitutes a public purpose.

County and City entered into an Interlocal Cooperation Agreement ("Agreement") pursuant to "The Interlocal Cooperation Act," Chapter 791, TEX. GOV'T. CODE, to provide services in the form of summer employment opportunities and related services to certain eligible youth in Travis County, the provision of which constitutes a public purpose, with the Initial Term of the Agreement commencing on June 1, 2012, and expiring on August 31, 2013 ("Initial Term").

The Agreement provided for amendment of the agreement by the written agreement of the parties.

County and City desire to renew the Agreement make certain mutually agreed upon changes to the Agreement.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the County and City agree to the changes in terms and conditions stated in this 2013 Renewal.

**1.0 AGREEMENT TERM**

1.01 **Term.** The Parties agree to renew the Agreement for an additional one-year term beginning September 1, 2013, and continuing through August 31, 2014 ("2013 Renewal Term"), unless earlier amended or terminated by the Parties pursuant to the Agreement Terms. The changes made in this 2013 Renewal apply to the 2013 Renewal Term.

1.02 **Effective Date.** The Parties agree that the effective date of this 2013 Renewal is September 1, 2013, as soon as this 2013 Renewal is executed by both Parties.

**2.0 MAXIMUM CONTRACT FUNDS**

2.01 **Maximum Funds - County.** The Parties agree that the County will provide funding during the 2013 Renewal Term in an amount not to exceed Two Hundred Seventeen Thousand, Five Hundred Fifty-Four Dollars (\$217,554.00).

2.02 **Maximum Funds - City.** The Parties agree that the City will provide funding during the 2013 Renewal Term in an amount not to exceed Three Hundred Forty-Five Thousand Dollars (\$345,000.00).

### **3.0 PAYMENT**

3.01 **Annual.** For the 2013 Renewal Term, County shall pay City the amount set forth in Section 2.01 of this 2013 Renewal within thirty (30) days of the Effective Date of this 2013 Renewal conditioned upon execution of this 2013 Renewal by both Parties prior to that Effective Date. If this 2013 Renewal has not been signed by both Parties on or before the Effective date, then County shall pay City the amount set forth in Section 2.01 of this 2013 Renewal within thirty (30) days of execution of this 2013 Renewal by both Parties.

### **4.0 ATTACHMENTS**

4.01 The Parties agree that all attachments (Attachment A – D) of the original Agreement remain in full force and effect.

### **5.0 INCORPORATION**

5.01 County and City hereby incorporate the Agreement into this 2013 Renewal. Except for the changes made in this 2013 Renewal, County and City hereby ratify all the terms and conditions of the Agreement, as amended. The Agreement, with the changes made in this 2013 Renewal, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties with respect to the subject matter hereof.

CITY OF AUSTIN

By: 

Its Duly Authorized Representative

Printed Name: Eric Lundberg

Date: 4.25.13

TRAVIS COUNTY

By: \_\_\_\_\_

Samuel T. Biscoe, County Judge

Its Duly Authorized Representative

Date: \_\_\_\_\_

## Item 22



# Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, May 14, 2013

**Prepared By/Phone Number:** Sydney Ceder (854-9882)

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Modification No. 1 to Contract No. 4400001386, Bug Master, to include additional pest control services for the Travis County Sheriff's Department.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets compliance requirements as outlined by the statutes.

This contract provides pest control services for the Travis County Sheriff's Department.

This modification No. 1 will amend the contract to allow the contractor to spray additional areas for the Travis County Sheriff's Department. These additional services will be incorporated into each extension option of the contract.

- **Contract Modification Information:**

Modification Amount: \$8,640/year

Modification Type: Bilateral

Modification Period: May 14, 2013 – March 11, 2014

- **Funding Information:**

☒ Shopping Cart/Funds Reservation in SAP: 300000515

☐ Comments: N/A

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

**MODIFICATION OF CONTRACT NUMBER: 4400001386, Pest Control Services**

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST, 8 <sup>TH</sup> FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: Sydney Ceder TEL. NO: (512) 854-9882 FAX NO: (512) 854-9185	DATE PREPARED:  April 25, 2013
ISSUED TO: 1000017917 Bug Master Attn: Rod Howard 1614 Granger Road Taylor, TX 76574	MODIFICATION NO.:  1	EXECUTED DATE OF ORIGINAL CONTRACT:  March 12, 2013
ORIGINAL CONTRACT TERM DATES: <u>March 12, 2013 to March 11, 2014</u>		CURRENT CONTRACT TERM DATES: <u>March 12, 2013 to March 11, 2014</u>

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

The above numbered Contract is hereby modified to include treatment of individual inmate cells at the following locations:

	Description/Location	Quantity	UOM	Current Monthly Cost	Additional Cost per Month	Revised Monthly Cost
1.	Travis County Correctional Complex 3641 Bill Price Road Del Valle, TX	12	MO	\$1120	\$560.00	\$1680.00
2	Travis County Jail 500 W. 10 <sup>th</sup> Austin, TX	12	MO	\$40	\$40.00	\$80.00
3.	Travis County Central Booking 509 W. 11 <sup>th</sup> Austin, TX	12	MO	\$40	\$40.00	\$80.00

The above numbered Contract is hereby modified to include treatment of two additional facilities:

	Description/Location	Quantity	UOM	Cost per Month	Annual Cost
1.	Travis County Correctional Complex – Shooting Range, Bldg. #315 3641 Bill Price Road Del Valle, TX	12	MO	\$40.00	\$480.00
2	Travis County Correctional Complex – FTC Shed, Bldg. #316 3641 Bill Price Road Del Valle, TX	12	MO	\$40.00	\$480.00

**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: The Bug Master

BY: Mike Matthews  
SIGNATURE

BY: Mike Matthews  
PRINT NAME

TITLE: Director of Business Development  
ITS DULY AUTHORIZED AGENT

☐ DBA

☐ CORPORATION

☒ OTHER LLP

DATE: 05/02/2013

<p>TRAVIS COUNTY, TEXAS</p> <p>BY: <u>Bonnie Hoy</u></p> <p><u>fr</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT</p>	<p>DATE:</p> <p>5-6-13</p>
<p>TRAVIS COUNTY, TEXAS</p> <p>BY: _____</p> <p>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</p>	<p>DATE:</p>





**JAMES N. SYLVESTER**  
Chief Deputy

**GREG HAMILTON**

**TRAVIS COUNTY SHERIFF**

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
[www.tcsheriff.org](http://www.tcsheriff.org)

**PHYLLIS CLAIR**  
Major – Law Enforcement

**DARREN LONG**  
Major – Corrections

**MARK SAWA**  
Major - Administration & Support

**Date: April 25, 2013**

**MEMORANDUM**

**TO:** Sydney Cedar, Purchasing

**FROM:** Samantha Peterman, Accounting Clerk

**THRU:** Maria Wedhorn, Lead Financial Analyst

**SUBJECT:** Pest Control Services, Contract Modification#2, Bug Master  
Contract #4400001386

This contract modification number two is for changes to the service contract, by adding additional spraying in each cell in the amount of \$7680/year.

In accordance with the procedure to secure the approval of this contract modification#2, this request is being forwarded for your approval. If approved, please issue a fully executed contract modification#2 to Bug Master.

The GL Account 511790. The Account Assignment 1370440001. Funds Reservation# 300000515

If you need additional information, please contact Samantha Peterman at 854-4185.

**XC: Maria Wedhorn, Financial Analyst**



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

Date: April 25, 2013

MEMORANDUM

TO: Sydney Cedar, Purchasing

FROM: Samantha Peterman, Accounting Clerk *SP*

THRU: Maria Wedhorn, Financial Analyst, Sr.

SUBJECT: Pest Control Services, Contract Modification#1, Bug Master  
Contract #4400001386

This contract modification number one is for changes to the service contract, by adding the Firing Range bldg. #315 and the Shed, bldg. #316 for \$80/month (\$960/year).

In accordance with the procedure to secure the approval of this contract modification#1, this request is being forwarded for your approval. If approved, please issue a fully executed contract modification#1 to Bug Master.

The GL Account 511790. The Account Assignment 1370440001. Funds Reservation# 300000515

If you need additional information, please contact Samantha Peterman at 854-4185.

XC: Maria Wedhorn, Financial Analyst

## Item 26



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By/Phone Number:** Lisa Rush, 854-9290

**Elected/Appointed Official/Dept. Head:** Steven Broberg, Director, RMCR

**Commissioners Court Sponsor:** Commissioner Sarah Eckhardt, Pct. 2;  
and Commissioner Margaret Gómez, Pct. 4.

### AGENDA LANGUAGE:

Consider and take appropriate action on requests to:

- A. Repeal outdated chapters and sections in the Travis County Code.
- B. Establish deadline of October 1, 2013 for online publication of the Travis County Code.
- C. Establish deadline of September 3, 2013 for departments to update chapters prior to online publication.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

#### *A. Repeal Request*

The Code Committee, with the concurrence of the affected departments, recommends repeal of 21 outdated chapters and several sections in the Travis County Code. The chapters and sections are listed in Attachment A.

#### *Attachments for A:*

- List of chapters and sections to repeal.
- Recommendation memos from Elected Officials and County Executives
- Order for Repeal of Chapters and Sections

#### *B. & C. Deadline Request*

At the April 11, 2013, work session on the County Code, the Code Committee recommended that deadline of October 1 be set for online publication.

The Committee asked that the department heads be notified that, if chapters need to be change prior to online publication, the deadline to do so is September 3, 2013.

*Attachments for B & C: None*

**STAFF RECOMMENDATIONS:**

See recommendation memos from county executives.

**ISSUES AND OPPORTUNITIES:***Issue to Address:*

In its current form, the Travis County Code contains chapters that are outdated or of other limited value.

*Opportunities:*

1. To remove outdated chapters from the Code prior to online publication,
2. To provide notice of planned online publication of the Code

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**REQUIRED AUTHORIZATIONS:**

See attached memos.

## ATTACHMENT 1 – Chapters and Sections to Repeal

The Committee and the County Executives indicated concur that the following Code chapters should be repealed for the reasons shown:

*Code Committee – Steven Broberg, Chair*

<i>Recommended for Repeal</i>	<i>Date last amended</i>	<i>Reason for Repeal Recommendation</i>
<b>Chapter 2. Organization Chart</b>	2/23/1999	<ul style="list-style-type: none"> <li>Chapter consists of a chart showing the County Organizational Structure as it was in 1995.</li> <li>The county organization chart is updated annually outside of the Code process. It is updated each budget year.</li> </ul>

*District Clerk's Office – Amalia Rodriguez-Mendoza, District Clerk*

<i>Recommended for Repeal</i>	<i>Date last amended</i>	<i>Reason for Repeal Recommendation</i>
<b>Chapter 3. Jury Selection Plan</b>	3/28/1995	<ul style="list-style-type: none"> <li>The Jury Selection Plan is updated regularly outside of the Travis County Code amendment process. An amendment to Chapter 3 has not been ordered since the chapter was adopted in 1995.</li> <li>State law requires that the Jury Selection plan be adopted through an Order but does not mention needing inclusion in a county's code of ordinances.</li> </ul>

*Planning & Budget – Leslie Browder, County Executive for Planning & Budget, Human Resources, Facilities Management*

<i>Recommended for Repeal</i>	<i>Date last amended</i>	<i>Reason for Repeal Recommendation</i>
<b>Ch. 8 Catastrophic Sick Leave</b>	2/23/1999	Expired. Section 8.001 states "This chapter is effective from February 23, 1999 to September 30, 1999."
<b>Ch. 21 Fiscal, subchapter A</b>	3/28/1995	Subchapter A consists of 43 pages of charts of accounts from the 1990s.
<b>Ch. 22 Budget Rules</b>	9/18/2007	<ul style="list-style-type: none"> <li>Budget Rules are updated yearly outside of the Code process.</li> <li>Ch. 22 Budget Rules amended for</li> </ul>



<b>Ch. 25 Guidelines and Criteria for Tax Abatements</b>	4/11/1995	<ul style="list-style-type: none"> <li>Code are for FY08.</li> <li>Sunset provision states chapter was effect for 2 years.</li> <li>Chapter 28 Economic Development was adopted November 2012. Chapter 28 concerns the same subject but with different provisions.</li> </ul>
<b>Sections: 34.003 – 34.005, 34.012, 34.014-34.017 of Ch. 34 Vehicle/Heavy Equipment Replacement</b>	3/30/1999	<ul style="list-style-type: none"> <li>Outdated, original adoption 1992</li> <li>Charts are from mid-1990s and budget rules are from 1992.</li> </ul>
<b>Ch. 37 Key Issue and Control</b>	3/28/1995	<ul style="list-style-type: none"> <li>Outdated. Key issuing procedures have changed since 1995.</li> <li>Procedural.</li> </ul>

*ITS -- Tanya Acevedo, Interim Chief Information Officer*

<b><i>Chapters Recommended for Repeal</i></b>	<b><i>Date last amended</i></b>	<b><i>Reason for Repeal Recommendation</i></b>
<b>Ch. 36 Information Systems Development Request Procedure</b>	3/28/1995	<ul style="list-style-type: none"> <li>Outdated, originally adopted in 1990</li> <li>Procedural, "How to fill out Assistance Request Form"</li> <li>Procedures described are not current.</li> <li>Contains form from 1990.</li> </ul>
<b>Ch. 40 Computer Software Policy</b>	3/28/1995	<ul style="list-style-type: none"> <li>Outdated</li> <li>Procedures described are not current.</li> <li>Department plans comprehensive security policy.</li> </ul>
<b>Ch. 42 Online Services</b>	5/14/1996	<ul style="list-style-type: none"> <li>Outdated.</li> <li>Procedures described are for dial-up access to the Internet.</li> <li>Department plans comprehensive security policy</li> </ul>

*Department of Emergency Services (TCDES) -- Danny Hobby, County Executive*

<b><i>Chapters Recommended for Repeal</i></b>	<b><i>Date last amended</i></b>	<b><i>Reason for Repeal Recommendation</i></b>
<b>Ch. 59 Helicopter Protocols</b>	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, parts originally adopted in 1985.</li> <li>• Pertains to staff of single department</li> </ul>
<b>Ch.63 Emergency Management Plan</b>	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, originally adopted 1992.</li> <li>• Plan is kept updated outside the Code process.</li> </ul>

*Carlos B. Lopez, Constable, Precinct 5*

<b><i>Chapters Recommended for Repeal</i></b>	<b><i>Date last amended</i></b>	<b><i>Reason for Repeal Recommendation</i></b>
<b>Ch. 76 Policy &amp; Procedures for Designated Reserved Parking for Mobility Impaired Individuals</b>	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated.</li> <li>• One authority, V.T.C.S. Art 601b, was repealed 9/1/1995</li> <li>• Second authority, V.C.S. 6675a-5e.1 was amended in 2001.</li> </ul>
<b>Ch.77 Disabled Parking Enforcement Volunteer Program History, Legal Authority and Implementation</b>	8/29/1995	<ul style="list-style-type: none"> <li>• Outdated.</li> <li>• Procedural. Procedures are kept updated outside the Code process.</li> </ul>

*Sheriff's Department – Greg Hamilton, Sheriff*

<b><i>Recommended for Repeal</i></b>	<b><i>Date Added to Code</i></b>	<b><i>Reason for Repeal Recommendation</i></b>
<b>Ch. 85 Removal of Vehicles from Highway</b>	3/28/1995	<ul style="list-style-type: none"> <li>• Originally adopted 1981</li> <li>• Duplicates section 545.305 of the Texas Transportation Code <i>Removal of Unlawfully Stopped Vehicle</i></li> </ul>



*Transportation and Natural Resources (TNR) – Steven Manilla, P.E., County Executive*

<b><i>Chapters Recommended for Repeal</i></b>	<b><i>Date last amended</i></b>	<b><i>Reason for Repeal Recommendation</i></b>
<b>Sections:</b> 34.003 – 34.005, 34.012, 34.014-34.017 of <b>Ch. 34 Vehicle/Heavy Equipment Replacement</b>	3/30/1999	<ul style="list-style-type: none"> <li>• Outdated, original adoption 1992</li> <li>• Charts are from mid-1990s and budget rules are from 1992.</li> </ul>
<b>Ch. 35 Alternative Fueled Vehicle Policy</b>	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, original adoption 1992</li> <li>• Consist of project plans for which deadline passed in 2006.</li> </ul>
<b>Ch. 93 Waiver of Softball Fees</b>	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, original adoption 1987</li> <li>• Parks Department plans revision of Parks chapter to include updated Softball provisions.</li> </ul>
<b>Ch. 105 Environmental Policy Resolution</b>	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, original adoption 1990.</li> <li>• Resolution and goals, not Code</li> <li>• Set deadline that passed in 1995</li> </ul>
<b>Ch. 106 Valdez Principles</b>	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, original adoption likely 1989.</li> <li>• Consist of list of principles many organizations adopted after Valdez oil spill of 1989.</li> </ul>
<b>Ch. 107 County Conservation Plan</b>	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, original adoption likely 1991</li> <li>• Parks Department plans revision of Parks chapter to include updated Softball provisions.</li> </ul>
<b>Ch. 109 Environmental Compliance Safety Record</b>	3/28/1995	Contents (safety record of bidders) are address in Chapter 32, Purchasing.
<b>Ch. 110 Alternative Fuel Vehicle Policy</b>	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, originally published pre-1995.</li> <li>• Consist of goals. Deadlines passed in 1995</li> </ul>
<b>Appendix C and Appendix D of Ch. 86 Overweight Vehicles and Loads</b>	12/15/1995	Both appendices are outdated forms from 1995.



**TRAVIS COUNTY**  
**RECORDS MANAGEMENT & COMMUNICATION RESOURCES**

700 Lavaca, Suite 330 PO Box 1748 Austin, TX 78767 (512) 854-9575 Fax: 854-4560

**MEMORANDUM**

**DATE:** April 22, 2013  
**TO:** Amalia Rodriguez-Mendoza, District Clerk  
**FROM:** Steven Broberg, Director of Records Management  
and Communications Resources (RMCR)  
**SUBJECT:** Repeal of Chapter 3 in the Travis County Code

The Code Committee was appointed by Commissioners Court to prepare the Travis County Code for online publication. Part of that preparation involves recommending for repeal chapters in the Code that are outdated or otherwise not needed in the Code.

The Code Committee recommends repeal of Chapter 3 Jury Selection Plan.

Section 62.011 of the Texas Government Code requires a Jury Selection Plan adopted by Commissioners Court through an order that is placed in Commissioners Court minutes.

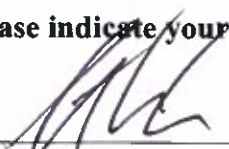
On September 26, 1995, the Travis County Jury Selection Plan was adopted by Commissioners but was added to the Travis County Code as Chapter 3. Since then new Jury Selection Plans have been adopted but the Code chapter has not been amended to reflect the changes.

The Code Committee recommends repeal of Chapter 3 because:

- The Jury Selection Plan is updated regularly outside of the Travis County Code amendment process. An amendment to Chapter 3 has not ordered since the chapter was adopted in 1995.
- State law requires that the Jury Selection plan be adopted through an Order but does not mention needing inclusion in a county's code of ordinances.

If you concur with the Committee's recommendation, repeal will be requested on the May 7<sup>th</sup> Commissioners Court agenda for the reasons indicated.

**Please indicate your agreement by signing below and returning this memo.**

  
\_\_\_\_\_  
Steven Broberg, Chair  
Travis County Code Committee

I recommend repeal of this chapter.

  
\_\_\_\_\_  
Amalia Rodriguez-Mendoza,  
District Clerk

I concur with the Code Committee's recommendations that the chapter 3 should be repealed.

cc: Travis County Code Committee Members  
Daniel Bradford, Assistant County Attorney  
Michelle Brinkman, Deputy District Clerk



# TRAVIS COUNTY

## RECORDS MANAGEMENT & COMMUNICATION RESOURCES

700 Lavaca, Suite 330 PO Box 1748 Austin, TX 78767 (512) 854-9575 Fax: 854-4560

MEMORANDUM 13 APR 22 PM 3:09

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

DATE: April 18, 2013

TO: Leslie Browder, County Executive,  
Planning & Budget, Human Resources, Facilities Management

FROM: Steven Broberg, Director of Records Management  
and Communications Resources (RMCR)

SUBJECT: Repeal of Several Chapters in the Travis County Code

The Code Committee was appointed by Commissioners Court to prepare the Travis County Code for online publication. Part of that preparation involves recommending for repeal chapters in the Code that are outdated or otherwise not useful.

The Code Committee recommends repeal of the chapters listed below. If you concur with the Committee's recommendation, repeal will be requested on the May 7<sup>th</sup> Commissioners Court agenda for the reasons indicated.

**Please indicate your agreement by signing below and returning this memo. If there is a chapter you do not wish to have repealed, please cross through the chapter title.**

Recommended for Repeal	Date last amended	Reason for Repeal Recommendation
Ch. 8 Catastrophic Sick Leave	2/23/1999	Expired. Section 8.001 states "This chapter is effective from February 23, 1999 to September 30, 1999."
Ch. 21 Fiscal, subchapter A	3/28/1995	Subchapter A consists of 43 pages of charts of accounts from HTE from the 1990s.
Ch. 22 Budget Rules	9/18/2007	<ul style="list-style-type: none"> <li>Budget Rules are updated yearly outside of the Code process.</li> <li>Ch. 22 Budget Rules amended for Code are for FY08.</li> </ul>
Ch. 25 Guidelines and Criteria for Tax Abatements	4/11/1995	<ul style="list-style-type: none"> <li>Sunset provision states chapter was effect for 2 years.</li> <li>Chapter 28 Economic Development was adopted November 2012. Chapter 28 concerns the same subject but with different provisions.</li> </ul>
Ch. 34 Vehicle/Heavy Equipment Replacement	3/30/1999	<ul style="list-style-type: none"> <li>Outdated, original adoption 1992</li> <li>Contains charts from mid-1990s and budget rules from 1992.</li> </ul>
Ch. 37 Key Issue and Control	3/28/1995	<ul style="list-style-type: none"> <li>Outdated. Key issuing procedures have changed since 1995.</li> <li>Procedural.</li> </ul>

keep →

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Steven Broberg, Chair  
Travis County Code Committee

I recommend repeal of these chapters.

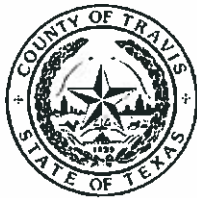


Leslie Browder  
County Executive

I concur with the Code Committee's  
recommendations that the chapters and  
subchapter listed above should be repealed.

cc: Travis County Code Committee Members  
Daniel Bradford, Assistant County Attorney

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vehicle  
policy  
— leave rest of  
vehicle policy  
as is.  
we will  
update &  
bring back  
to Court  
for consideration  
MB



# TRAVIS COUNTY

## RECORDS MANAGEMENT & COMMUNICATION RESOURCES

700 Lavaca, Suite 330 PO Box 1748 Austin, TX 78767 (512) 854-9575 Fax: 854-4560

### MEMORANDUM

DATE: April 22, 2013

TO: Tanya Acevedo, Interim Chief Information Officer

FROM: Steven Broberg, Director of RMCR

SUBJECT: Repeal of Certain ITS Chapters in the Travis County Code

The Code Committee was appointed by Commissioners Court to prepare the Travis County Code for online publication. Part of that preparation involves recommending for repeal chapters in the Code that are outdated or otherwise not useful.

The Code Committee recommends repeal of the ITS chapters listed below. If you concur with the Committee's recommendation, repeal will be requested on the May 7<sup>th</sup> Commissioners Court agenda for the reasons indicated.

**Please indicate your agreement by signing below and returning this memo. If there is a chapter you do not wish to have repealed, please cross through the chapter title.**

Chapters Recommended for Repeal	Date last amended	Reason for Repeal Recommendation
Ch. 36 Information Systems Development Request Procedure	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, originally adopted in 1990</li> <li>• Procedural, "How to fill out Assistance Request Form"</li> <li>• Procedures described are not current.</li> <li>• Contains form from 1990.</li> </ul>
Ch. 40 Computer Software Policy	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated</li> <li>• Procedures described are not current.</li> <li>• Department plans comprehensive security policy.</li> </ul>
Ch. 42 Online Services	5/14/1996	<ul style="list-style-type: none"> <li>• Outdated.</li> <li>• Procedures described are for dial-up access to the Internet.</li> <li>• Department plans comprehensive security policy</li> </ul>

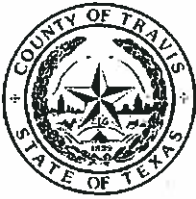
  
Steven Broberg, Chair, Code Committee

I recommend repeal of these chapters.

  
Tanya Acevedo, Interim CIO

I concur with the Code Committee's recommendations that the chapters and sections listed above should be repealed.

cc: Travis County Code Committee Members  
Daniel Bradford, Assistant County Attorney



# TRAVIS COUNTY

## RECORDS MANAGEMENT & COMMUNICATION RESOURCES

314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 (512) 854-9575 Fax: 854-4560

### MEMORANDUM

**DATE:** April 18, 2013

**TO:** Danny Hobby, County Executive,  
Department of Emergency Services (TCDES)

**FROM:** Steven Broberg, Director of Records Management  
and Communications Resources (RMCR)

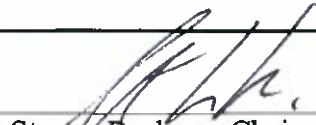
**SUBJECT:** Repeal of Certain Emergency Services Chapters in the Travis County Code

The Code Committee was appointed by Commissioners Court to prepare the Travis County Code for online publication. Part of that preparation involves recommending for repeal chapters in the Code that are outdated or otherwise not useful.

The Code Committee recommends repeal of the Emergency Services chapters listed below. If you concur with the Committee's recommendation, repeal will be requested on the May 7<sup>th</sup> Commissioners Court agenda for the reasons indicated.

**Please indicate your agreement by signing below and returning this memo. If there is a chapter you do not wish to have repealed, please cross through the chapter title.**

Chapters Recommended for Repeal	Date last amended	Reason for Repeal Recommendation
Ch. 59 Helicopter Protocols	3/28/1995	<ul style="list-style-type: none"> <li>Outdated, parts originally adopted in 1985.</li> <li>Pertains to staff of single department</li> </ul>
Ch.63 Emergency Management Plan	3/28/1995	<ul style="list-style-type: none"> <li>Outdated, originally adopted 1992.</li> <li>Plan is kept updated outside the Code process.</li> </ul>

  
Steven Broberg, Chair  
Travis County Code Committee

I recommend repeal of these chapters.

  
Danny Hobby  
County Executive for TCDES

I concur with the Code Committee's recommendations that the chapters and sections listed below should be repealed.

cc: Travis County Code Committee Members  
Daniel Bradford, Assistant County Attorney





# TRAVIS COUNTY

## RECORDS MANAGEMENT & COMMUNICATION RESOURCES

700 Lavaca, Suite 330 PO Box 1748 Austin, TX 78767 (512) 854-9575 Fax: 854-4560

### MEMORANDUM

**DATE:** April 22, 2013

**TO:** Carlos B. Lopez, Constable, Precinct 5

**FROM:** Steven Broberg, Director of Records Management and Communications Resources (RMCR)

**SUBJECT:** Repeal of Two Constable, Precinct 5, Chapters in the Travis County Code

The Code Committee was appointed by Commissioners Court to prepare the Travis County Code for online publication. Part of that preparation involves recommending for repeal chapters in the Code that are outdated or otherwise not useful.

The Code Committee recommends repeal of the two chapters listed below. If you concur with the Committee's recommendation, repeal will be requested on the May 7<sup>th</sup> Commissioners Court agenda for the reasons indicated.

**Please indicate your agreement by signing below and returning this memo. If there is a chapter you do not wish to have repealed, please cross through the chapter title.**

Chapters Recommended for Repeal	Date last amended	Reason for Repeal Recommendation
Ch. 76 Policy & Procedures for Designated Reserved Parking for Mobility Impaired Individuals	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated.</li> <li>• One authority, V.T.C.S. Art 601b, was repealed 9/1/1995</li> <li>• Second authority, V.C.S. 6675a-5e.1 was amended in 2001.</li> </ul>
Ch.77 Disabled Parking Enforcement Volunteer Program History, Legal Authority and Implementation	8/29/1995	<ul style="list-style-type: none"> <li>• Outdated.</li> <li>• Procedural. Procedures are kept updated outside the Code process.</li> </ul>

  
 Steven Broberg, Chair  
 Travis County Code Committee

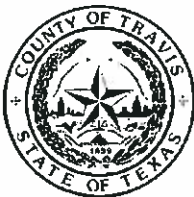
I recommend repeal of these chapters.

  
 Carlos B. Lopez, Constable

I concur with the Code Committee's recommendations that the chapters and sections listed below should be repealed.

cc: Travis County Code Committee Members  
 Daniel Bradford, Assistant County Attorney  
 Leslie Pool, Executive Assistant, Constable, Precinct 5





# TRAVIS COUNTY

## RECORDS MANAGEMENT & COMMUNICATION RESOURCES

700 Lavaca, Suite 330 PO Box 1748 Austin, TX 78767 (512) 854-9575 Fax: 854-4560

### MEMORANDUM

**DATE:** April 19, 2013

**TO:** Greg Hamilton, Sheriff  
Jim Sylvester, Chief Deputy

**FROM:** Steven Broberg, Director of Records Management  
and Communications Resources (RMCR)

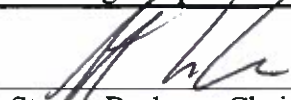
**SUBJECT:** Repeal of Certain TCSO Chapters in the Travis County Code

The Code Committee was appointed by Commissioners Court to prepare the Travis County Code for online publication. Part of that preparation involves recommending for repeal chapters in the Code that are outdated or otherwise not useful.

The Code Committee recommends repeal of Chapter 85, Removal of Vehicles from Highway. If you concur with the Committee's recommendation, repeal will be requested on the May 7<sup>th</sup> Commissioners Court agenda for the reasons indicated.

**Please indicate your agreement by signing below and returning this memo. If there is a chapter you do not wish to have repealed, please cross through the chapter title.**

Recommended for Repeal	Date Added to Code	Reason for Repeal Recommendation
Ch. 85 Removal of Vehicles from Highway	3/28/1995	<ul style="list-style-type: none"> <li>Originally adopted 1981</li> <li>Duplicates section 545.305 of the Texas Transportation Code <i>Removal of Unlawfully Stopped Vehicle</i></li> </ul>
<p>In Chapter 85, the Commissioners Court authorizes the Sheriff and his deputies to remove vehicles from highways under certain designated circumstances. Per County Attorney's Office, state law now grants the Sheriff and deputies the authority that the Commissioners Court sought to grant by enacting Chapter 85 in 1981.</p>		

  
Steven Broberg, Chair  
Travis County Code Committee

I recommend repeal of this chapter.

  
Greg Hamilton, Sheriff

I concur with the Code Committee's recommendations that chapter 85 should be repealed.

cc: Travis County Code Committee Members  
Daniel Bradford, Assistant County Attorney



**TRAVIS COUNTY**  
**RECORDS MANAGEMENT & COMMUNICATION RESOURCES**

314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 (512) 854-9575 Fax: 854-4560

**MEMORANDUM**

**DATE:** April 18, 2013

**TO:** Steven Manilla, P.E., County Executive,  
Transportation and Natural Resources

**FROM:** Steven Broberg, Director of RMCR

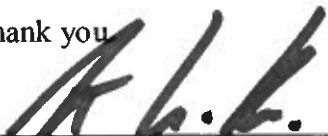
**SUBJECT:** Repeal of Certain TNR Chapters in the Travis County Code

The Code Committee was appointed by Commissioners Court to prepare the Travis County Code for online publication. Part of that preparation involves recommending for repeal chapters in the Code that are outdated or otherwise not useful.

The Code Committee recommends repeal of the Transportation and Natural Resources chapters and sections listed below. If you concur with the Committee's recommendation, repeal will be requested on the May 7<sup>th</sup> Commissioners Court agenda for the reasons indicated.

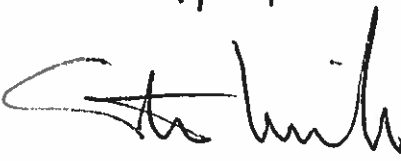
**Please indicate your agreement by signing below and returning this memo. If there is a chapter you do not wish to have repealed, please cross through the chapter title.**

Thank you

  
\_\_\_\_\_  
Steven Broberg, Chair  
Travis County Code Committee

I recommend repeal of these chapters and sections.

Date: 4/22/13

  
\_\_\_\_\_  
Steven Manilla, P.E.  
County Executive for TNR

I concur with the Code Committee's recommendations that the chapters and sections listed below should be repealed.

cc: Travis County Code Committee Members  
Daniel Bradford, Assistant County Attorney

<b>Chapters Recommended for Repeal</b>	<b>Date last amended</b>	<b>Reason for Repeal Recommendation</b>
Ch. 34 Vehicle/Heavy Equipment Replacement	3/30/1999	<ul style="list-style-type: none"> <li>• Outdated, original adoption 1992</li> <li>• Contains charts from mid-1990s and budget rules from 1992.</li> </ul>
Ch. 35 Alternative Fueled Vehicle Policy	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, original adoption 1992</li> <li>• Consist of project plans for which deadline passed in 2006.</li> </ul>
Ch. 93 Waiver of Softball Fees	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, original adoption 1987</li> <li>• Parks Department plans revision of Parks chapter to include updated Softball provisions.</li> </ul>
Ch. 105 Environmental Policy Resolution	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, original adoption 1990.</li> <li>• Resolution and goals, not Code</li> <li>• Set deadline that passed in 1995</li> </ul>
Ch. 106 Valdez Principles	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, original adoption likely 1989.</li> <li>• Consist of list of principles many organizations adopted after Valdez oil spill of 1989.</li> </ul>
Ch. 107 County Conservation Plan	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, original adoption likely 1991</li> <li>• Parks Department plans revision of Parks chapter to include updated Softball provisions.</li> </ul>
Ch. 109 Environmental Compliance Safety Record	3/28/1995	<ul style="list-style-type: none"> <li>• Contents (safety record of bidders) are address in Chapter 32, Purchasing.</li> </ul>
Ch. 110 Alternative Fuel Vehicle Policy	3/28/1995	<ul style="list-style-type: none"> <li>• Outdated, originally published pre 1995.</li> <li>• Consist of goals. Deadlines passed 1995</li> </ul>

<b>Sections Recommended for Repeal</b>	<b>Date last amended</b>	<b>Reason for Repeal Recommendation</b>
Appendix C and Appendix D of Ch. 86 Overweight Vehicles and Loads	12/15/1995	Both appendices are outdated forms from 1995.

## **Order of the Travis County Commissioners Court Amending the Travis County Code**

Pursuant to sections 1.0051 and 1.0052 of the Travis County Code, it is ordered that the Travis County Code is amended by:

1. Repealing the following chapters:
  - a. Chapter 2 Organization Chart
  - b. Chapter 3 Jury Selection Plan
  - c. Chapter 8 Catastrophic Sick Leave
  - d. Chapter 22 Budget Rules
  - e. Chapter 25 Guidelines and Criteria for Tax Abatements
  - f. Chapter 35 Alternative Fueled Vehicle Policy
  - g. Chapter 36 Information Systems Development Request Procedure
  - h. Chapter 37 Key Issue and Control
  - i. Chapter 40 Computer Software Policy
  - j. Chapter 42 Online Services
  - k. Chapter 59 Helicopter Protocols
  - l. Chapter 63 Emergency Management Plan
  - m. Chapter 76 Policy & Procedures for Designated Reserved Parking for Mobility Impaired Individuals
  - n. Chapter 77 Disabled Parking Enforcement Volunteer Program History, Legal Authority and Implementation
  - o. Chapter 85 Removal of Vehicles from Highway
  - p. Chapter 93 Waiver of Softball Fees
  - q. Chapter 105 Environmental Policy Resolution
  - r. Chapter 106 Valdez Principles
  - s. Chapter 107 County Conservation Plan
  - t. Chapter 109 Environmental Compliance Safety Record
  - u. Chapter 110 Alternative Fuel Vehicle Policy
2. Repealing the following sections:
  - a. Subchapter A of Chapter 21 Fiscal
  - b. Sections 34.003 – 34.005, 34.012, 34.014-34.017 of Chapter 34 Vehicle/Heavy Equipment Replacement
  - c. Appendix C and Appendix D of Chapter 86 Overweight Vehicles and Loads

The changes ordered shall become effective on \_\_\_\_\_.

ORDERED on: (date) \_\_\_\_\_.

**Travis County Commissioners Court**

---

Samuel T. Biscoe  
Travis County Judge

---

Ron Davis  
Commissioner, Precinct 1

---

Sarah Eckhardt  
Commissioner, Precinct 2

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Gerald Daugherty  
Commissioner, Precinct 3

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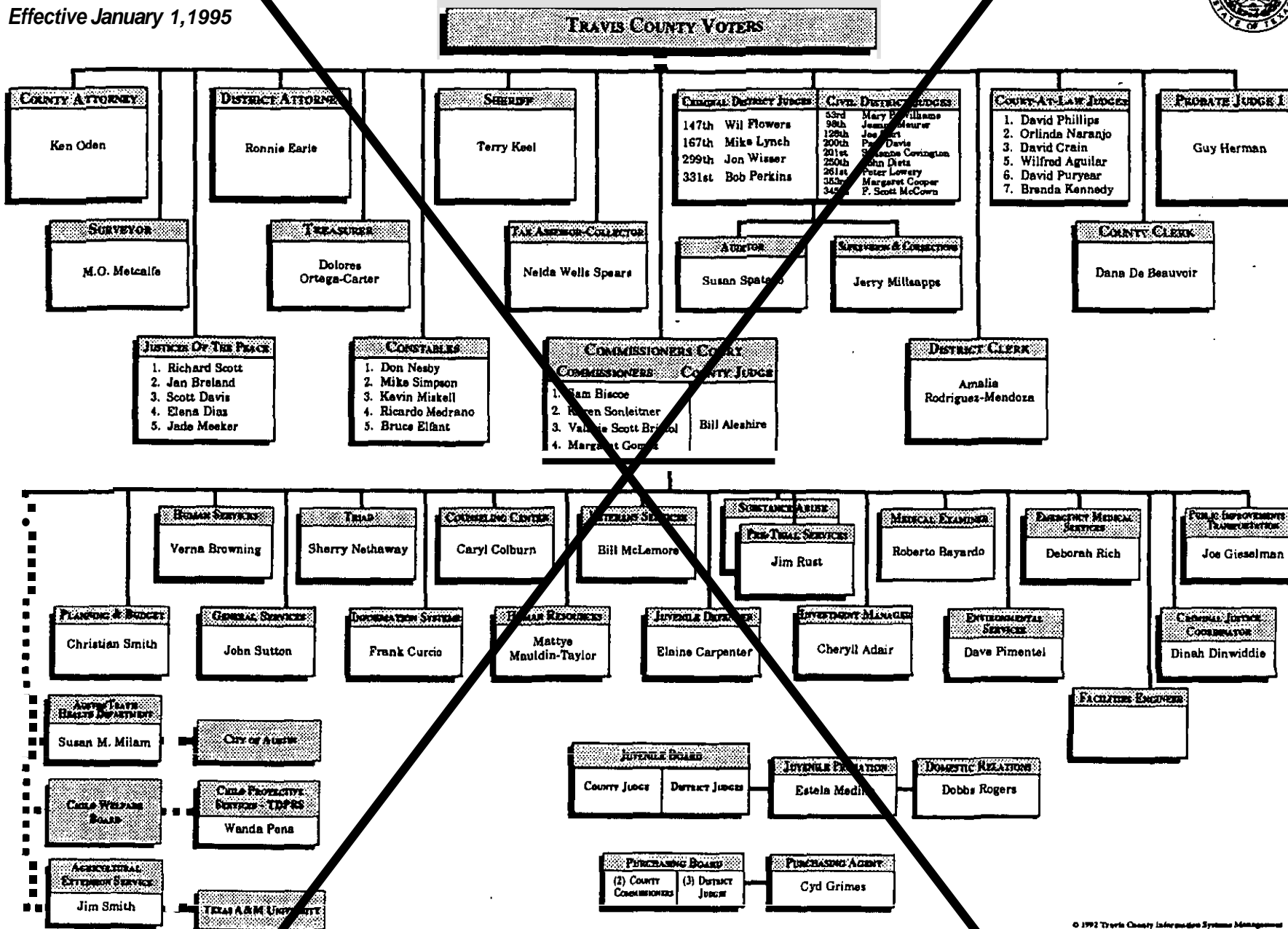
Margaret Gómez  
Commissioner, Precinct 4

Attached -- Chapters to be repealed:

<b>Chapter Name</b>	<b>PDF Page #</b>
Chapter 2 Organization Chart	2
Chapter 3 Jury Selection Plan	4
Chapter 8 Catastrophic Sick Leave	11
Chapter 22 Budget Rules	24
Chapter 25 Guidelines and Criteria for Tax Abatements	65
Chapter 35 Alternative Fueled Vehicle Policy	76
Chapter 36 Information Systems Development Request Procedure	78
Chapter 37 Key Issue and Control	81
Chapter 40 Computer Software Policy	84
Chapter 42 Online Services	88
Chapter 59 Helicopter Protocols	92
Chapter 63 Emergency Management Plan	97
Chapter 76 Policy & Procedures for Designated Reserved Parking for Mobility Impaired Individuals	117
Chapter 77 Disabled Parking Enforcement Volunteer Program History, Legal Authority and Implementation	118
Chapter 85 Removal of Vehicles from Highway	122
Chapter 93 Waiver of Softball Fees	124
Chapter 105 Environmental Policy Resolution	125
Chapter 106 Valdez Principles	129
Chapter 107 County Conservation Plan	133
Chapter 109 Environmental Compliance Safety Record	140
Chapter 110 Alternative Fuel Vehicle Policy	141

# CHAPTER TWO Organizational Chart of Travis County

Effective January 1, 1995



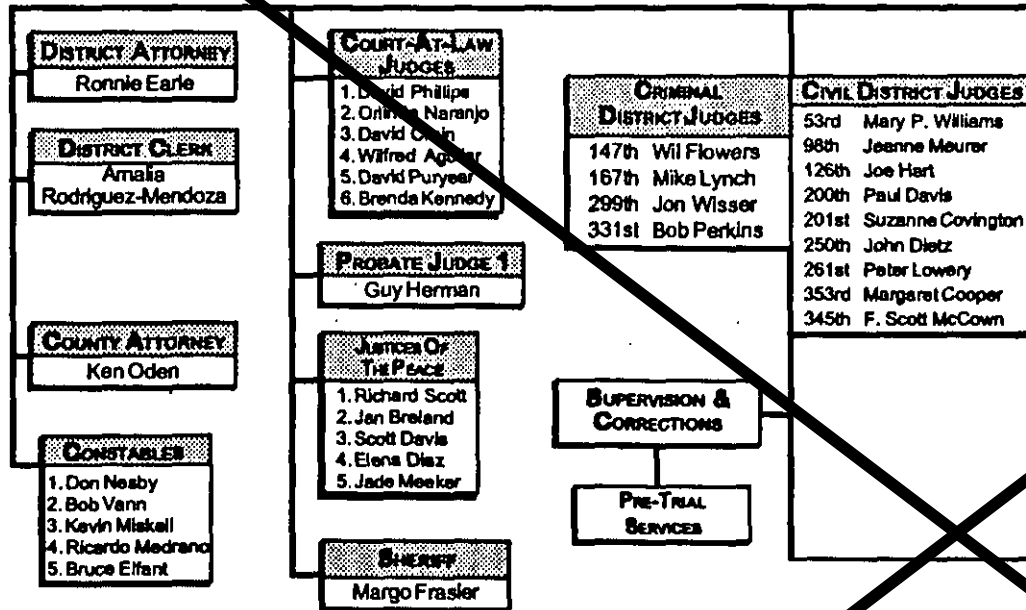




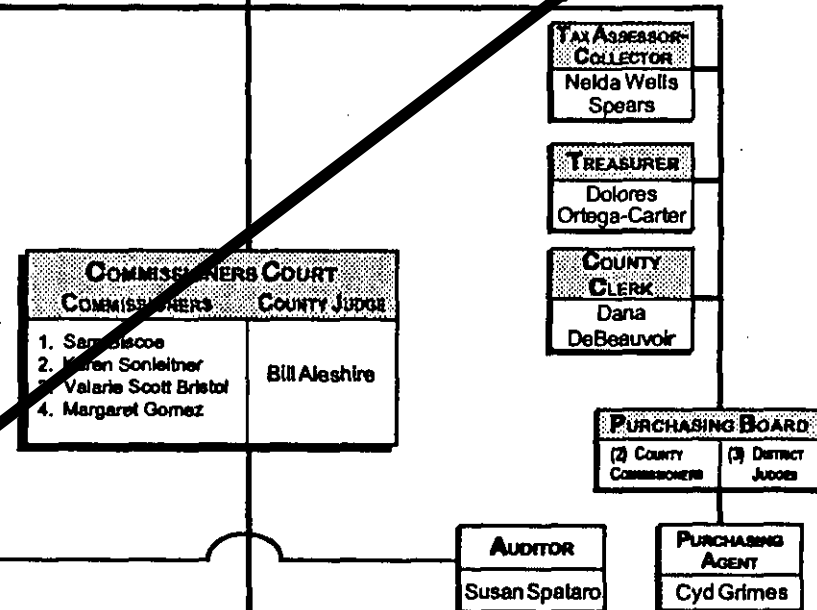
# Travis County

## TRAVIS COUNTY VOTERS

### Justice & Public Safety

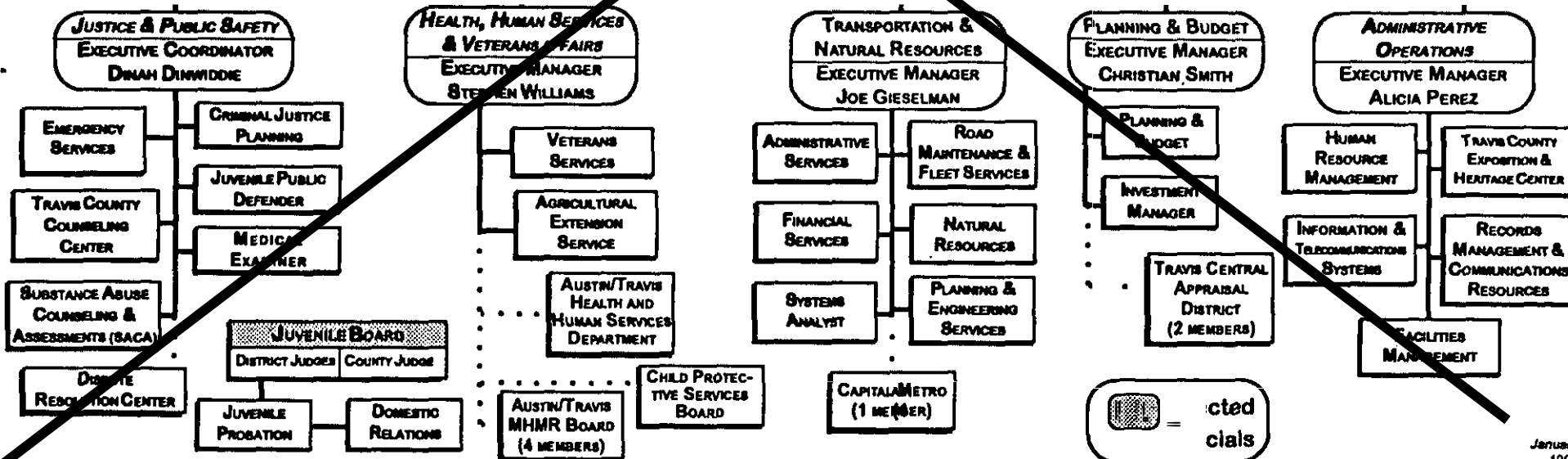


### Administrative Operations



### Health & Human Services

### Transportation & Natural Resources



## Chapter 3. Jury Selection Plan<sup>1</sup>

### Contents:

3.001	Consolidated Jury Management 1
3.002	Source of Jurors 1
3.003	Reconstituting the Prospective Jury List Using the Secretary of State 2
3.004	Reconstituting the Jury Wheel Using Another Government Unit or Private Person 2
3.005	Selection of Juror Names 4
3.006	The Prospective Jury List - Use, Access, and Certification of Data 5
3.007	Notification of Jurors 5
3.008	Juror Response to Summons 5
3.009	Automated impaneling of jurors who elect to respond via computer through the official Internet website designated on the jury summons 6

### **3.001 Consolidated Jury Management**

- (a) As the County of Travis and City of Austin have entered into an Interlocal Agreement for a consolidated jury management system, and for as long as such an agreement is in effect, the "Additional Provisions" of the Travis County Jury Selection Plan shall also be in effect.
- (b) Consolidated jury management is for administrative efficiency only and will not be used to expand the list of prospective jurors for Travis County.
- (c) To be eligible for jury service in the courts of Travis County, a juror must be a citizen of Travis County, as well as meet all other qualifications specified by law.

### **3.002 Source of Jurors**

- (a) Pursuant to Section 62.001, the source from which names of prospective jurors shall be taken will be:
  - (1) the names of all persons on the current voter registration lists from all the precincts in the county; and
  - (2) all names on a current list to be furnished by the Department of Public Safety, showing the citizens of the county who hold a valid Texas driver's license or a valid personal identification card or certificate issued by the department but shall exclude convicted felons, persons who are not citizens of the United States, persons residing outside Travis County, and duplicate names of any registrant.
- (b) The names of persons listed in a register of persons exempt from jury service may not be used in preparing the record of names from which a jury list is selected, as provided by Sections 62.108 and 62.109.

<sup>1</sup> Chapter 3 was replaced by Travis County Commissioners Court 9/21/2004, item 39.

- (c) Additional Provisions: Prospective jurors shall also include the names of all City of Austin residents who reside in other counties of Texas who are on the current voter registration lists of those other counties as City of Austin residents.

**3.003 Reconstituting the Prospective Jury List Using the Secretary of State**

- (a) The following process for reconstituting the prospective jury list will apply should District Clerk, District Judges, and Travis County Commissioners' not elect to follow the process described in Section 3.004.
- (b) Pursuant to Section of 62.001 (c) of the Government Code, each year the Travis County Voter Registrar will furnish the Secretary of State a current voter registration list no later than the third Tuesday in November. In accordance with 62.001 of the Government Code, the Secretary of State shall provide the District Clerk with a list of the names and addresses of potential jurors on or before December 31<sup>st</sup> of each year. This list will be typed or printed and one copy of the list shall be readable by an electronic data processing machine.
- (c) As prescribed by Section 62.001 of the Government Code, the District Clerk shall, following the receipt of this list of potential jurors, meet once during the following year between January 1<sup>st</sup> and January 15<sup>th</sup> in the County Courthouse with the County Tax Assessor-Collector, Sheriff, and County Clerk to reconstitute the prospective jury list for Travis County.
- (d) The guidelines for the reconstitution of the prospective jury list, which are described hereafter, follow Section 62.011 of the Government Code.
- (f) Additional Provisions: In addition to the list of potential jurors provided by the Secretary of State as described above, a list of City of Austin residents who reside in other counties (described in section 3.002 Source of Jurors above) will be included in the prospective jury list. The primary source of this list shall be the Secretary of State. In the event the Secretary of State is unable to furnish this list, the list of City of Austin residents from the voter registration records of such other counties will be used.

**3.004 Reconstituting the Jury Wheel Using Another Government Unit or Private Person**

- (a) Pursuant to section 62.001(i) Government Code, the District Clerk and District Judges may recommend and the Travis County Commissioners' Court may elect to contract with another governmental unit or a private person (Contractor) to combine the voter registration list of Travis County with the list of Travis County residents furnished by the Department of Public Safety into the prospective jury list.
- (b) Two weeks after entering into a contract with the Contractor, and thereafter, no later than the third Tuesday in November of every even-numbered year,

- the Travis County Voter Registrar will furnish a current voter registration list to the Contractor. The Contractor will be responsible for obtaining from the Texas Department of Public Safety the list of citizens as described in Section 3.002. The District Clerk shall assist the Contractor in procuring this list from the Texas Department of Public Safety without cost.
- (c) No later than four weeks after entering into a Contract with Travis County and hereafter no later than December 1 of every even-numbered year, the Contractor will submit a data verification and integrity plan to the District Clerk for approval. This plan will outline the data match criteria for identifying duplicate names between the two lists and may provide for use of additional sources of data that the Contractor and District Clerk deem reliable and useful toward this purpose and toward ongoing maintenance of accurate data in the prospective jury list.
  - (d) The portion of this plan that maintains accurate data in the prospective jury list may be amended at any time during the time the prospective jury list is in use. Additional sources include but are not limited to U.S. Postal Service change of address and forwarding notices, U.S. Postal Service official address records, updates of Department of Public Safety records, death records from the Department of Health, updates of Travis County voter registration records, and public utility records. The plan will provide for statistical testing of the combined list to provide the District Clerk the data necessary to supervise the work of the Contractor.
  - (e) Once the District Clerk approves the data verification and integrity plan, the Contractor will combine the two lists to create a combined list as provided in the plan. The Contractor will provide a preliminary combined list and the results of the statistical testing to the District Clerk no later than one month after the District Clerk approves the data verification and integrity plan. The District Clerk will review the preliminary combined list and statistical testing and either approve it as submitted or direct corrections be made. The Contractor shall make those corrections directed by the District Clerk, if any, and provide, within two weeks after receiving any corrections to or receiving approval of the preliminary combined list, the final combined list to the District Clerk in an electronic format compatible with the automated jury system being used by the District Clerk.
  - (f) As prescribed by Section 62.001 of the Government Code, the District Clerk shall, following the receipt of this final combined list, meet once during the following year between January 1st and May 31st in the County Courthouse with the County Tax Assessor-Collector, Sheriff, and County Clerk to reconstitute the prospective jury list for Travis County. The prospective juror list will be used for two (2) years or until it is replaced, whichever occurs first.
  - (g) The guidelines for the reconstitution of the prospective jury list, which are described hereafter, follow section 62.011 of the Government Code.

- (h) Additional Provisions: The Contractor shall include the names of all City of Austin residents who reside in other counties of Texas who are on the current voter registration lists of those other counties as City of Austin residents in the data to be combined by the Contractor.

**3.005 Selection of Juror Names**

- (a) The selection of names of persons for jury service will be made with the aid of electronic equipment. The Clerk of the District Courts of Travis County, Texas, is designated as the official to be in charge of the juror selection process. The District Clerk will perform the following duties related to the creation of the list of prospective jurors:
- (1) Supervise the process through which a computer software program will be used to randomly select the names and addresses of the prospective jurors.
  - (2) Cause a duplicate copy of the prospective jury data to be made and a computer printout of the information to be created.
  - (3) Certify the print-out of the prospective jury data for use in the jury selection process.
  - (4) Place one copy of the data containing the names of prospective jurors in a safe deposit box in any bank where Travis County funds are kept and that has a safe deposit vault.
  - (5) Insure that the computer program used to select the list of persons called for jury service will be fair, impartial, and objective.
  - (6) If the source of names for the prospective juror list is the Secretary of State, supervise the updating of the prospective juror list from voter registration files with address changes, name changes, and cancellations as provided by the Voter Registrar.
  - (7) If the source of names for the prospective juror list is provided by a Contractor, supervise the updating of the prospective juror list in accordance with the data verification and integrity plan submitted by Contractor and approved by the District Clerk and delete any name from the prospective juror list to whom a summons would not be deliverable by the Sheriff or Officer of the City of Austin in person because the juror's address does not exist, is incomplete, or is outside of Travis County or the City of Austin.
  - (8) Monitor any revisions to the prospective juror list to prevent the addition of any new individuals to the list outside of the annual reconstitution process.
  - (9) Remove from the prospective juror list any juror who has both received and answered a jury summons during the time period the prospective juror list is in use.

(10) Maintain a complete audit trail of all changes to the jury wheel data made during its years of use.

(b) The number of persons selected for jury service through the process described above will be determined by a majority of the District Judges, pursuant to Section 62.016 of the Government Code. The District Judges may delegate this determination to the District Clerk by specific action taken by a majority of the District Judges in Travis County or by not taking any action that specifies the number of persons selected for jury service.

### **3.006 The Prospective Jury List - Use, Access, and Certification of Data**

(a) A second copy of the prospective jury data shall be used by the District Clerk to select jurors. The prospective jury data will be protected by computer "password" codes only available to the District Clerk.

(b) Upon receiving a request from a District Judge to select jurors for a number of weeks, or in accordance with the schedule of jury weeks determined by the District Judges, the District Clerk shall notify those persons with the authority to access the prospective jury data to execute a computer software program to randomly extract the number of persons needed for jury service.

(c) The District Clerk shall certify that the list of prospective jurors selected by the system described above is a true and complete written list of the names and addresses of persons summoned to begin jury service on a particular date.

(d) Additional lists may be produced to facilitate the handling of the necessary paper work in processing the jury list.

### **3.007 Notification of Jurors**

(a) Upon the receipt of a jury list from the District Clerk, it will be the responsibility of the Sheriff to immediately notify the persons whose names are on the jury list to appear for jury service on the dates designated by the judge.

(b) These notices will be mailed at least 14 days prior to the date specified on the jury summons.

(c) Pursuant to section 62.013 of the Government Code, delivery of a written summons by mail will be sufficient notice if the summons is received by a person authorized by the United States Postal Service to receive it.

### **3.008 Juror Response to Summons**

(a) Pursuant to Chapter 62.0111, Government Code, a summonsed juror may select from the following methods of responding to the summons:

(1) by completing the juror impaneling form via computer through the official Internet website designated on the jury summons;

- (2) by appearing before the court in person at the time, date and location specified on the jury summons;
- (3) if the summonsed juror is requesting an excuse from jury service due to disqualification or statutory exemption, by contacting the District Clerk's Jury Office by telephone, or
- (4) if the summonsed juror is requesting an excuse from jury service for any reason other than financial hardship, by contacting the District Clerk's Jury Office by mail, facsimile, or personal delivery of the written request for excuse.

(b) A summonsed juror who elects to respond to a summons via computer through the official Internet website designated on the jury summons shall provide the following through that website:

- (1) information that permits the court to determine whether the prospective juror is qualified for jury service under Section 62.102;
- (2) information that permits the court to determine whether the prospective juror is exempt from jury service under Section 62.106;
- (3) information required for jury panel assignment, including:
  - (A) the prospective juror's postponement status;
  - (B) if the prospective juror could potentially serve on a jury in a justice court, the residency of the prospective juror; and
  - (C) if the prospective juror could potentially serve on a jury in a criminal matter, whether the prospective juror has been convicted of misdemeanor or theft;
  - (D) the dates the juror is not available to serve as a juror due to schedule conflicts;
  - (E) completion and submission by the prospective juror of the written jury summons questionnaire;
  - (F) the prospective juror's electronic mail address; and
  - (G) certification that the information provided is true and correct.

**3.009 Automated impaneling of jurors who elect to respond via computer through the official Internet website designated on the jury summons**

(a) The District Clerk is authorized to implement an automated impaneling system through the official Internet website designated on the jury summons to perform the following functions:

- (1) determine whether a prospective juror is qualified for jury service;
- (2) excuse a prospective juror claiming a statutory exemption;
- (3) screen a juror's dates available to determine if the juror is available for jury service for at least one calendar week, and if the juror is not



available for jury service for at least one calendar week, approve a postponement of jury service;

- (4) accept a request for waiver of the requirement that the juror be available for jury service for at least one calendar week;
- (5) accept a request for judicial excuse of a prospective juror;
- (6) assign a prospective juror to a particular jury panel based upon the juror's dates of availability, jurisdictional residence, and any prior misdemeanor theft conviction;
- (7) inform the juror of the details of the juror's panel assignment;
- (8) purge the electronic mail address of a prospective juror in accordance with the following:
  - (A) if the prospective juror serves on a jury, not later than the 30th day after the date that:
    - (i) the county sends the person payment for jury service; or
    - (ii) the county would otherwise send the person payment for jury service, if the person has donated the payment; or
  - (B) if the prospective juror does not serve on a jury, not later than the 30th day after the date that the court releases the person from jury service; and
- (9) Any other function or feature that in the judgment of the District Clerk would facilitate communications with jurors.

(b) The system provided herein shall be used for jury selection in the District Courts, the County Courts at Law, Probate Courts and the Justice of the Peace Courts of Travis County, Texas, with any judge of the County Courts at Law or the Probate Courts performing the functions and duties herein above imposed upon any District Judge, in accordance with Chapter 62 of the Government Code.

(c) All costs incident to this plan shall be paid from the appropriate line items in the respective budgets of the District Courts, County Courts at Law, Probate Courts, District Clerk, County Clerk, and the Travis County Sheriff's Department.

(d) The system described above shall be known as the Travis County Jury Selection System and will operate pursuant to Chapter 62 of the Government Code. In accordance with Section 62.011 of the Government Code, it is ordered that this document be submitted to the Travis County Commissioner's Court for approval and entry in the minutes of the Court.

(e) Additional Provisions: The system shall also be used for jury selection in the Municipal Courts of the City of Austin, Texas. All costs for Municipal Court Jurors shall be reimbursed to Travis County as outlined in the current Interlocal Agreement between the Austin City Council and Travis County Commissioners' Court.

## CATASTROPHIC SICK LEAVE POLICY

### § 8.001

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## CHAPTER 8. CATASTROPHIC SICK LEAVE POLICY

### § 8.001 Establishment

- (a) Authority. This policy is adopted by the commissioners court acting in its capacity as the governing body of Travis **County** under the authority granted to it under TEX. LOC. GOV'T CODE ANN. § 152.011 (Vernon Supp. 1996).
- (b) Purpose The purpose of this chapter is to create a catastrophic sick leave benefit, so that employees may apply for and receive leave after exhausting all accrued paid leave due to a catastrophic **illness** or injury.
- (c) Designation of Administrator The Administrator of the CSLeave is the Director of Human Resources Management Department.

### § 8.002 Coordination with Other Benefits and Policies

- (a) FMLA. Not all eligible events that qualify for Family and Medical Leave qualify as a catastrophic **illness or injury**. All days away from work as a result of catastrophic illnesses or injuries will be counted against the employee's Family and Medical Leave entitlement. The exhaustion of FMLA does not terminate **any** remaining CSLeave granted.
- (b) Workers' Compensation Employees **who** are eligible to receive Workers' Compensation benefits **may** not continue to use CSLeave and **must** return any CSLeave that has not been used.
- (c) Long Term Disability Employees who have completed the waiting period and are eligible to receive long term disability benefit payments may not continue to use CSLeave and **must** return **any** CSLeave that has not been used.
- (d) Grievance Policy. Denial of CSLeave is not grounds for filing a grievance. CSLeave is not a right and is awarded based **on** the eligibility of the employee as determined by the Administrator.

### § 8.003 Definitions

- (a) Department Authority "Department Authority" means an elected or appointed official, department head or division head of a County office or department, or their designee.
- (b) Paid Leave "Paid leave" means leave which has accrued to a regular employee and includes any combination of vacation, sick, personal holidays, or compensatory time.
- (c) Catastrophic Illness or Injury "Catastrophic Illness or Injury" means:

- (1) a condition, or combination of conditions, that affects the mental or physical health of a regular employee which:
- (A) requires continuous or on-going medical treatment or rehabilitation by a licensed practitioner for an extended time,
  - (B) is characterized by the sudden onset of symptoms which can be life threatening, or can cause significant or serious impairment or disability,
  - (C) is incurable or so serious as to significantly interfere with the ability of the employee to perform with reasonable continuity the material duties of his or her job for 30 consecutive days or longer, and
  - (D) includes complications requiring one or more of the following:
    - (i) hospital care like inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to that care,
    - (ii) supervision due to an incapacity from a permanent or long term condition for which treatment may not be effective, like a severe stroke or heart attack or the terminal stages of a disease; or
    - (iii) multiple treatments by a licensed practitioner for a non-chronic condition when the treatments result in an absence from work, such as chemotherapy or radiation for cancer or therapy for organ transplant, but
- (2) does not include conditions like elective cosmetic surgery, a broken limb, cold or flu or allergy, some routine types of surgery, such as an appendectomy with minor or no complications.
- (d) CSLeave. "CSLeave" means leave granted by the Administrator of CSLeave that may be credited to an employee.
- (e) Licensed practitioner. "Licensed practitioner" means a doctor of medicine, osteopathy, dentistry, optometry or podiatry, as defined in the Texas Insurance Code, who is practicing within the scope of that license.
- (f) Regular employee. "Regular employee" means an employee hired by the County without limitation as to duration of employment, who is eligible for employee benefits, and who may be either full-time or part-time.

**§ 8.004 Eligibility to Apply for CSLeave**

- (a) To be eligible to apply for CSLeave, an employee must:
- (1) be a regular employee, **either** full or part time.
  - (2) have completed at least **9** continuous months of employment immediately prior to applying for CSLeave.
  - (3) have exhausted all of their accrued paid leave, and
  - (4) have suffered a catastrophic illness or injury that requires additional time for recovery
- (b) In determining one continuous year of employment, use of any accrued leave or compensatory **time** does not break the continuity of employment.

**§ 8.005 Confidentiality of Applications**

- (a) **Applications** for CSLeave and all documents related to these applications, including the notice of an award or denial, **must be treated as confidential at all times**. All notices must be sent in envelopes clearly labeled "confidential" and directed to the attention of the intended person involved in the process, including the Department Authority, **HRMD**, the Administrator, the **County** Auditor, and the Commissioners Court.
- (b) The applications for CSLeave and all supporting documentation must be kept in a separate file for confidential medical information. Unless the employee approves and signs the form authorizing release of medical information and other documents, no information can be released. **If the employee is medically unable to sign the required release form, unless the next of kin or person who is legally authorized to do so approves and signs the form, no documentation can be released.**
- (c) Failure to keep the information in an application or any document associated with it confidential is grounds for termination.

**§ 8.006 Employee Application Procedures for CSLeave**

- (a) **Request**
- (1) To apply for CSLeave, an employee must
- (A) be eligible under 8.004;

- (B) complete an application in which the number of days requested is stated. get approval of the application from the Department Authority for whom the **employee** works by obtaining his or her signature on it at least 15 work days before the first day on which CSLeave awarded will be needed to ensure continuation of pay if the need can be anticipated. or in the case of an unanticipated emergent need. as soon as practical;
- (C) provide a certification from a licensed practitioner that the employee has an illness or **injury** that is catastrophic as defined in this chapter and a statement of the nature, progress and extent of the illness or injury in detail in plain language as well as in medical terms. and the anticipated recovery time for the illness or injury:
- (D) provide an original signed release of medical information to each licensed practitioner, hospital. or other health care provider involved in the care of the employee that has medical documentation supporting the employee's condition so that the Administrator can obtain additional information from them, if needed; and
- (E) if the initial medical record information supplied is not adequate. the employee must provide further sufficiently detailed medical record information and additional releases of medical information to the Administrator. if requested.
- (2) Failure to comply with a request for additional medical information may result in delay or denial of the application.
- (3) An employee may apply for CSLeave for each catastrophic illness or injury that the employee suffers and may apply more than one time for a catastrophic illness or injury that continues after the CSLeave initially awarded is exhausted.
- (b) **Proxy** Requests for CSLeave. If a regular employee, who has suffered a catastrophic illness or injury. is not able to complete an application or provide the certification from a licensed practitioner due to the effects of that illness or injury. the following persons may complete the application. certification and release requirements for the employee:
- (1) any person who is legally qualified to authorize a release of medical information on behalf of the employee.
- (2) any person whom the employee has designated to complete these requirements, or



- (3) the employee's supervisor with the cooperation of **any** person who is legally **qualified** to provide the certification and to authorize the releases required.

(c) Award

- (1) The Administrator **may** take into consideration the **length of** time recommended for recovery by the employee's medical licensed practitioner when determining the exact amount of CSLeave to be awarded to an eligible employee.
- (2) If a regular employee has complied with these requirements and **qualifies** for it, the Administrator **must** award CSLeave:
- (A) which may be sufficient for **the** employee to be able to use either accrued paid leave or CSLeave for the entire period medically necessary for recovery from that catastrophic illness or injury but may not exceed that amount, except that CSLeave for part-time employees will be prorated based on the number of hours normally worked each week,
- (B) as long as the amount awarded does not exceed the smaller of the following two amounts:
- (i) the amount of CSLeave necessary to provide paid leave from the time **when** all accrued paid leave is exhausted until the employee is eligible to receive disability benefits or workers compensation, or
- (ii) 480 hours for all CSLeave applications and amendments in any twelve month period.
- (3) The employee **may** not begin to use the CSLeave earlier than the day on which all of the employee's accrued paid leave is exhausted.

(d) Amendment Provision

- (1) If the condition of an employee awarded CSLeave changes or deteriorates and it is anticipated that the **amount** of CSLeave awarded is not adequate to meet the new circumstances, then the employee, or **any** person who is authorized by §.006 (b) to act for the employee, **may** initiate a request for an amended award. To avoid loss of a **pay** check, this request should reach the Administrator at least 10 work days before the initial CSLeave award is exhausted.
- (2) There is no automatic right or guarantee that an amendment request will be approved. **If** a request for an amendment **is** approved, the CSLeave awarded on the initial application, all amendments, and previous awards for other

catastrophic conditions must not exceed 480 hours in any twelve month period.

§ 8.007 Restrictions on Use of CSLeave

(a) Employees who are awarded CSLeave:

(1) may receive either:

(A) continuation of regular payroll payments if the application is processed in time to meet the regular payroll deadlines during the payroll process, or

(B) a lump sum payment for the CSLeave awarded if the employee's regular payroll payments were interrupted while the application was being processed and the lump sum payment will be processed based on regular payroll deadlines during the next payroll payment cycle. or

(C) both, if both apply.

(2) may use the CSLeave ONLY for the condition for which it was awarded.

(3) must use all additional paid leave that is earned while on CSLeave in the same pay period in which the additional paid leave is earned before using any CSLeave in that pay period.

(4) must use the CSLeave in hourly increments, and

(5) must return any CSLeave awarded that is not required for recovery from the illness or injury for which it was awarded.

(b) If, for any reason, the employee terminates employment with the county while, on CSLeave, the employee is not entitled to payment for any CSLeave awarded that has not been used.

(c) The estate of any deceased employee is not entitled to payment for any CSLeave awarded that has not been used at the time of death.

(d) The employee may use CSLeave *intermittently* if limited or part-time returns to work during the recovery from or treatment of the illness or injury for which it was awarded would promote the health or well being of the employee but the employee is required to use all currently accrued paid leave before using the remainder of the CSLeave. The supervisor may require the employee to produce evidence of the cause or circumstances necessitating intermittent use of the CSLeave awarded.

- (e) An employee on CSLeave is treated for all purposes as if the employee were absent on sick leave. Employees on CSLeave continue to earn sick and vacation leave.

**§ 8.008 Procedures In Awarding CSLeave**

- (a) Department Authority Responsibilities The Department **Authority** is responsible for reviewing the application based on departmental budgetary considerations, indicating approval or denial of the application on it and forwarding the application to HRMD in an envelope clearly labeled "confidential" and directed to the attention of the intended person involved in the process within five (5) days of receipt of it.

(b) HRMD Responsibilities

- (1) HRMD is responsible for:

- (A) receiving all applications for CSLeave from the Department Authority;
- (B) reviewing the application and the authorization to release and certification of medical information and documents form for completeness and accuracy; and
- (C) certifying by signature that the employee meets the general eligibility criteria of being a regular employee, having completed one continuous year of employment immediately prior to the date of the application, having exhausted all accrued paid leave, **having completed the** application form and submitted all required releases and certifications, before forwarding the application to the **Administrator**.

- (2) A periodic evaluation will be conducted by HRMD to determine if the criteria used to define catastrophic illnesses and injuries is meeting the needs of employees and CSLeave requirements. This evaluation will be based on statistics from the applications and will **summarize the** number of CSLeave applications by type of illness or injury.

(c) Administrator's Responsibilities

- (1) The Administrator must:

- (A) review all applications for CSLeave.
- (B) determine whether to award or deny all applications for CSLeave and determine the **amount** of CSLeave to be awarded.

- (C) notify the applicant of award or denial of the application and.
  - (i) if awarded, the amount of CSLeave awarded, and
  - (ii) if denied, the reason for denial and the employee's right to appeal the decision to the Commissioners Court.
- (D) provide a copy of the notice of award to:
  - (i) the employee's office or department for information, and
  - (ii) the County Auditor to credit the employee catastrophic sick leave account.
- (2) The Administrator must process the applications when all necessary information, certifications and releases have been provided.
- (3) In determining all administrative aspects of eligibility for CSLeave, the Administrator has the sole authority to make the determination of whether to award or deny CSLeave and the amount of CSLeave to be awarded.
- (4) If the Administrator is uncertain whether a particular employee is eligible for CSLeave, the Administrator may request that the employee be examined by a second licensed practitioner selected by the Administrator and may consider the opinions of that licensed practitioner to the extent that the Administrator deems appropriate. If such a request is made, the employee must obtain the examination and provide releases of medical information to that licensed practitioner as well and the county will pay for the examination fee or co-pay required.
- (5) In determining whether an employee is medically eligible for CSLeave, the Administrator must review all of the medical information provided in the application and the certification from the employee's licensed practitioner. If, in the opinion of the Administrator, the information provided in the certification does not constitute a catastrophic illness or injury as defined in this chapter, the Administrator must consult with both the employee's licensed practitioner and a licensed practitioner of the Administrator's choice before making a final decision based on medical criteria. The second licensed practitioner may be a county employee or contract licensed practitioner, like the medical director for emergency medical services, the medical examiner or his deputy or a licensed practitioner at one of the detention facilities. The Administrator must rely on these medical opinions in determining whether an illness or injury is catastrophic as defined by this chapter.

- (6) The Administrator shall not award any full time employee more than a total of 480 hours of CSLeave during any 12 month period for all awards of CSLeave without regard to the number of illnesses or injuries. The maximum awards to part-time employees will be based on 480 hours multiplied by the ratio of the number of hours normally worked in each week by that employee to 40 hours.
- (7) The Administrator may not award CSLeave to be effective more than 30 days before the date on which the application was first submitted to HRMD. The date of submission is determined by the receipt of the first written application even if all of the information, certifications and releases are not provided at that time.
- (8) After determining that an employee is eligible and before awarding any CSLeave, the Administrator must determine the amount of CSLeave that should be awarded to the employee based on the circumstances of the application.
- (d) Commissioners Court Responsibilities.
- (1) If an applicant, who is denied approval by the Department Authority or not awarded CSLeave by the Administrator, does not agree with the decision of the Department Authority or Administrator, the applicant may appeal the decision to the Commissioners Court.
- (2) To make an appeal, the applicant must provide eight copies of the denial of award to the County Judge's office, and request in writing that the Administrator provide a copy of the application, relevant employment information, and all opinions received from licensed practitioners to each member of the Commissioners Court. All information provided to the Commissioners Court must be sent in envelopes clearly labeled "confidential."
- (3) In granting an appeal, the Commissioners Court shall not award any full time employee more than a total of 480 hours of CSLeave during any 12 month period for all awards of CSLeave without regard to the number of illnesses or injuries. The maximum awards to part-time employees will be based on 480 hours multiplied by the ratio of the number of hours normally worked in each week by that employee to 40 hours.
- (4) In granting an appeal, the Commissioners Court may not award CSLeave to be effective more than 30 days prior to the date on which the application was first submitted to HRMD. The date of submission is determined by the receipt of the first written application, even if all of the information, certifications and releases are not provided at that time.

(5) After considering the application and information provided, in granting an appeal, the Commissioners Court **must** determine the amount of CSLeave that should be awarded to the employee based on the circumstances of the application.

- (d) Departmental/Office Responsibilities. The department or office is responsible for preparing the PAF indicating the total amount of CSLeave granted and for noting CSLeave taken on the time slips for the employee each time period.

#### **§ 8.009 Return of Unused CSLeave**

- (a) The Administrator must track each employee receiving CSLeave hours for the 12 months following the date the award is initially used by the employee. Any balance of CSLeave remaining after the 12-month period must be returned. Hours are returned by the employee completing the form from HRMD and forwarding it to HRMD, who will forward it to the Administrator and the County Auditor. This action should also be taken by HRMD if, at anytime within the 12-month period following the date the award was initially used, any of the following situations occurs:

- (1) the employee is fully released by the practitioner and returns to work;
- (2) the employee has deceased;
- (3) the employee terminates employment; or
- (4) the employee retires

- (b) The Administrator **must** provide notices of the return of CSLeave to office or department, and the County Auditor.

#### **§ 8.010 Recordkeeping and Review of Program**

- (a) The Administrator **must** maintain a confidential record of all CSLeave records, and submit quarterly fiscal year reports to the commissioners court on the usage and status of CSLeave. The quarterly reports will include the total number of hours awarded, and the total number of awarded hours that were used. The quarterly report will also include the total number of applications for CSLeave received, the total number of applications approved, the total number of applications denied, and the medical diagnoses used in the making these decisions.
- (b) The Administrator shall prepare an annual report to the Commissioners Court as part of the budget process about the operation of the CSLeave policy which addresses the effectiveness of the administrative aspects of the policy and provider recommendations to facilitate future actions taken under the policy.

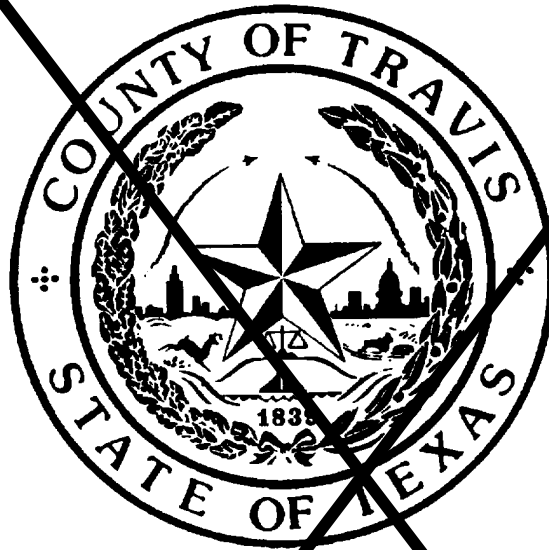
**§ 8.011 General Provisions**

- (a) Effective Dates. This chapter is effective from February 23, 1999 to September 30, 1999.
- (b) (Construction. Precedents, and Interpretation.
- (1) This chapter shall be construed liberally to accomplish their purpose
- (2) The commissioners court shall resolve any question regarding any interpretation of this chapter.
- (3) The masculine, feminine, and neuter genders shall be construed to include the other genders as required. The singular and plural shall be construed to include the other number as required.
- (c) Severability. If any provision of this chapter or the application of it to any person or circumstances is held invalid, the validity of the remainder of this chapter and the application of it to other persons and circumstances shall not be affected.



# **GUIDE TO LIVING WITH THE FY 2008 TRAVIS COUNTY BUDGET**

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



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

# GUIDE TO LIVING WITH THE FY 2008 TRAVIS COUNTY BUDGET

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## INTRODUCTION

This document contains the Fiscal Year 2008 budget rules and policies adopted by the Travis County Commissioners Court. The rules and policies were adopted to ensure that the implementation of the budget is consistent with Commissioners Court policy and applicable laws.

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

For FY 08, there only are a few substantial changes to the Budget Rules. Most of the changes involve modifications of existing wording to ensure compliance with existing practices and rules (such as an update to the mileage reimbursement per the latest IRS rates). The most significant changes are outlined below:

- Additional language in the Budget Adjustment section requiring use of the electronic budget adjustment system, unless otherwise required by the County Auditor or PBO.
- One additional restriction involving the transfer of monies between funds with a caveat noting that reclassifications of expenditures may be an acceptable alternative.
- The addition of District Clerk Jury Fees to the list of line items not qualified for automatic budget adjustments.
- Change in the handling of year-end balances in the hospitalization premium line items. In some previous years, the General Fund hospitalization premium savings were transferred to the Employee Health Benefits Fund as a strategy to stabilize the fund. This transfer is not anticipated to be required in the near future but the need will continue to be evaluated on an annual basis during the budget process.
- A reorganization of the Travel section including additional language explicitly restricting the use of luxury rental vehicles.
- A new Grant Summary Sheet has been included that includes a "Permission to Continue" check off box. In addition, the permission to continue grant section now includes language addressing budget amendments or adjustments required to cover the grant related payroll expenditures related to these grant renewals.
- A new requirement to first secure County Auditor approval prior to seeking Commissioners Court approval of grant contracts. This requirement has been in place informally since mid-year FY 07.

## RECAPITULATION OF RULES

### Basis for the Budget:

The Travis County Budget Order is the sole and complete authority during Travis County Fiscal Year 2008 for expenditure of those funds and for the use of those County resources that are subject to appropriation by the Travis County Commissioners Court.

### Primary Rule:

**Rule #1.** Expenditures and FY 2008 contractual obligations in excess of the amount authorized in a department or office budget are prohibited. In addition, departments and offices cannot expend more funds in any line item than the amount adopted in the budget. If additional funding is desired, the office or department must have the budget amended.

p. 8

### Budget Adjustments:

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Deleted: and new line items to account for Peace Officer Pay Scale Employees (0712 Regular Salaries-POPS) and Associate Judges salaries (0713 Regular Salaries - Associate Judges) ¶  
Expanded the operating line items allowable to be used for automatic transfers from salaries to backfill for vacant positions.

Deleted: <#>Improved the language for transfers from Court ordered line items to allow departments more flexibility to transfer within Court ordered line items. ¶  
<#>Eliminated benefits (except Hospitalization line item 2003) and performance based pay from the list of line items that require court approval to move from or into. ¶  
<#>Clarified the definition of an Amendment budget adjustment, requiring Commissioners Court approval to include any transfer from any Allocated Reserves to a departmental operating account. ¶  
<#>Made some changes and added language to clarify the travel rules, and added a new rule concerning vehicle rental when traveling internationally (Rule #12B). ¶  
<#>Correctly listed the Health Insurance fund as the Employee Health Benefit Fund ¶

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**Rule #2.** All changes to the Adopted Budget require the submission of budget adjustment to PBO. An elected or appointed official or an authorized employee must approve the submission of the budget adjustment.....p. 8

**Rule #3.** The table entitled "Budget Authority Responsibility" lists the title of the elected or appointed official who may authorize expenditures, budget adjustments, or financial system access for the budget of their office or department. County or District elected or appointed officials may designate employees in their offices or departments to execute Personnel Action Forms, Expenditure Requisitions, and Budget Adjustments, and to provide financial system access on their behalf. That authority is recognized by PBO, the County Auditor, the County Treasurer, the Purchasing Office, and the Human Resources Management Department upon written notification from the elected or appointed official.p. 8

**Rule #4.** Offices and departments must submit transfers, amendments, and discussion items to PBO at least 12 days before the Commissioners Court voting session during which they are to be considered. ....p. 11

#### **Personnel Budgets:**

**Rule #5.** A department's or office's personnel budget must stay within the amount appropriated in the Adopted Budget on an annualized basis. ....p. 12

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

**Rule #6.** If appropriated funds are left over after a capital project is completed or a capital item is purchased, a department or office cannot automatically transfer the unused funds to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the FY 08 Budget process without approval of Commissioners Court. If the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement.....p. 13

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**Rule #7.** If bond funds are left over after the completion of all of the 1984 Voter Approved Road Capital Improvement Projects, including right-of-way litigation associated with those projects, the remaining funds shall be expended on Road and Bridge Projects in Precinct One. ....p. 13

#### **Encumbrances:**

**Rule #8.** Keep track of your encumbrances and keep them timely. Please refrain from tying up County resources with unnecessary encumbrances.....p. 13

#### **Prior Year Encumbrance Reserve:**

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

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

becomes the actual amount available for the new fiscal year expenditures for contractual obligations made during the previous fiscal year.

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

.....p. 14

#### **Prior Year Pre-Encumbrance Reserve:**

**Rule #10:** A reserve for pre-encumbrances is established to reserve funds for projects initiated in the previous fiscal year and to be expended in the new fiscal year, but for which no contractual obligation yet exists. The reserve for pre-encumbrances may be reappropriated by the Commissioners Court in the new fiscal year as budget adjustments in the individual office or department budget line items. The County Auditor submits the list of pre-encumbrances to PBO for review and recommendations to the Commissioners Court for reappropriations. Any canceled pre-encumbrances over \$50 automatically result in the County Auditor's funds verification approval being revoked, with these funds being moved from the budget of the office or department to the County's Allocated Reserve and made available for reappropriation by the Commissioners Court. ....p. 14

#### **Printing/Mailing Rule:**

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

.....p. 14

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#### **Travel:**

**Rule #12.** All travel expenses must be encumbered on a County authorized travel encumbrance form prior to traveling. If funds are not encumbered, the County Auditor may require approval by Commissioners Court before disbursement. To receive reimbursement, travelers must file an expense report using the County's authorized Travel Reimbursement Form, and all required receipts with the County Auditor within 30 days after the last day of travel. The employee and employee's supervisor must approve the report. The County Auditor may request Commissioners Court approval for reimbursement requests received over 30 days after the last day of travel. The Auditor will interpret any requests for deviations within the intent of the travel rules and sound fiscal policy. Elected and appointed officials have the right to establish travel procedures and policies for their own departments, which may reimburse at a rate less than the County's established reimbursement rates. ....p. 15

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

This rule does not apply to international travel and travel to Alaska and Hawaii that relates to criminal investigations, prosecutions, extradition or similar criminal justice purposes where prior approval by Commissioners Court could thwart the purpose due to delay or public disclosure of the purpose of the trip. ....p. 15

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**Rule #12B.** International travel that includes renting a vehicle, either in a foreign country or rented to travel into a foreign country, are required to select vehicle rental insurance offered by the rental agency. Insurance coverage should include damage to the rental vehicle and to a third party vehicle and bodily injury .....p. 15

**Rule #13.** Travel advances may be paid at the discretion of the County Auditor. ....p. 18

#### **Recruiting and Hiring for High Level Positions:**

**Rule #14.** The Commissioners Court may approve the use of County funds to pay for travel arrangements and food/non-alcoholic beverages to entertain applicants when recruiting nationally for top level positions. Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicants are reimbursed at the same rates used for current County personnel. Moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. Moving expenses must be supported by receipts. Departments and offices must notify Payroll before any expenses are paid. ....p. 19

#### **Long Distance and Cellular Phone Expenses:**

**Rule #15.** All County personnel must certify that long distance toll charges and cellular phone air time charges on County telecommunication equipment were for official County business. If any charges are not for official business, the official or employee must reimburse the County immediately after they are notified of the charges and are determined to be for personal use. ....p. 19

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#### **Grants:**

**Rule #16.** Grants from public or private sources received during the fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. Application for grants must be submitted in accordance with the following rules. ....p. 19

#### **Vehicle Take-Home Policy:**

**Rule #17.** Use of County vehicles is authorized by this budget for county business and in accordance with Chapter 40 of the Travis County Code. ....p. 24

#### **County Auditor's Budget Adjustment Authority:**

**Rule #18.** The County Auditor has the authority, under the following circumstances, to adjust budgets without prior approval from the office or department, but included on the weekly consent motion submitted to Commissioners Court. ....p. 24

#### **Authorization For Reimbursed Agreements - Fund 475**

**Rule #19.** Some approved agreements budgeted in Fund 475 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. All expenditures for reimbursable agreements within Fund 475 that have been approved by Commissioners Court and for which revenue has been certified by the County Auditor are authorized until resources from the funding entity are available for reimbursement. Offices and departments should request an advance

payment rather than agree to a reimbursement arrangement whenever possible . If the  
total of expenditures and encumbrances of the fund result in a deficit fund balance, the  
office/department will be required to request a transfer into the fund from other  
office/departmental resources. .....p. 27



## Travis County Budget Rules

### PRIMARY RULE

**Rule #1. Expenditures and FY 2008 contractual obligations in excess of the amount authorized in a department or office budget are prohibited. In addition, departments and offices cannot expend more funds in any line item than the amount adopted in the budget. If additional funding is desired, the office or department must have the budget amended.**

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

### BUDGET ADJUSTMENTS

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

All adjustments shall be processed through the automated budget adjustment application found on the Travis County intranet with the exception of any adjustment determined by the County Auditor or PBO to require a paper adjustment form (such as the LCRA Fund Transfers approved quarterly). Instructions for using the automated budget adjustment system can be found at <http://tcnet/depts/aud/budgetadjustmentusermanual70329.pdf>

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

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

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

Deleted: The budget adjustments are entered into the electronic budget adjustment system. ¶

**Budget Adjustments That Can Be Approved "Automatically" - Automatic Budget Adjustments:**

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

- The Commissioners Court must approve any transfers from any allocated reserve, unallocated reserve, or other reserve line item within a Fund or a department, save for arbitrage rebate disbursements exempted by the exception to rule # 6.
- Do not commit the County to additional funding in the next fiscal year;
- Do not use one-time funding for on-going commitments;
- Do not use one-time savings for on-going commitments;
- Do not move monies between funds (a reclassification of expenditures may be warranted in these special cases):
- In the case of capital funds (either Capital Acquisition Resources Account or Certificates of Obligation), do not purchase items or projects that are inconsistent with those approved by Commissioners Court in the budget process;
- In the case of Bond funds (or Certificates of Obligation), do not purchase items or projects that are inconsistent with the covenant in the bond documents as well as the language in the corresponding Official Statement (including transfers from reserves);
- Do not involve moving money out of a line item that PBO believes may have insufficient funding to meet the obligations of the department or office through the remainder of the fiscal year;
- Do not involve moving money out of a Centrally Budgeted Line Item (see page [redacted] for list);
- Do not involve moving money into or out of the Wellness Clinic Division (#16) in the Employee Health Benefits Fund (526);
- Do not involve moving funds from the following line items or programs that have received significant additional resources in the last few years. Funds may be moved within these programs without Commissioners Court approval, but no funds can be moved from these programs without Commissioners Court approval:

Court ordered line items beginning with an element object code of 6300 through 6399 may be transferred to another line item within 6300 and 6399, but may not be transferred out of a 6300 through 6399 line item without Commissioners Court approval.

Utilities & Leases

#4801—Utilities

#6102—Leases

Sheriff Medical Services

#6033—Medical Services

#6015—Housing Prisoners

District Clerk Jury Fees

#6310—Grand Jury Fees

#6314—Petit Jury Fees

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- Do not involve moving funds from the #2003 Hospitalization line item except to another Hospitalization account.

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Do not involve moving money into or out of the following General Fund, or Special Fund, line items:

#0101—Regular Salaries – Elected Officials  
#0401—Regular Salaries - Appointed Employees  
#0701—Regular Salaries - Permanent Employees  
#0712—Regular Salaries – POPS Employees  
#0713—Regular Salaries - Associate Judges  
#1301—Regular Salaries - Visiting Judges

There are six exceptions to this rule:

1. If documentation of a slot vacancy, such as a slot number that can be verified as vacant by Human Resources Management, accompanies adjustments from 0701, 0712 or 0713, offices and departments can automatically move funds budgeted in 0701—Regular Salaries - Permanent Employees, 0712—Regular Salaries - POPS Employees, or 0713—Regular Salaries – Associate Judges and the associated fringe benefit line-items if it involves moving them:
  - a) to 0701—Regular Salaries - Regular Employees, 0712—Regular Salaries - POPS Employees or 0713—Regular Salaries – Associate Judges in another division when a slot is reassigned to another division;
  - b) to 0801—Regular Salaries-Temporary Employees to temporarily fill a vacant regular position;
  - c) to a Contract Employment Service line item (such as 6008, 6033 and 4004 etc.) to temporarily fill a vacant regular position.
  - d) to 1101—Overtime for employees performing the duties of positions that are vacant.
  - e) to 1301— Visiting Judge- if backfilling for a vacant Judge position.
2. Offices and departments can automatically transfer funds from salary and benefit line items to correct projected negative balances in other salary and benefit line items and to make technical corrections. This includes moving from #1501 Performance Based Pay to salary line items based on approved compensation awards. However, sufficient funds must exist in the line item from which funds are moved to accommodate the remainder of the fiscal year.
3. If the funds requested to be moved are from Grant accounts and/or bond fund accounts, and the change is allowed by the grantor and/or bond provisions, then the transfer may be treated as an automatic adjustment.
4. Funds may be moved automatically to accommodate changes in line items related to Interlocal agreements.
5. If a department provides documentation of a change in duty rotation from one division to another within a department, personnel budget adjustments can be made as automatics to reflect the move.
6. If a department is transferring from a cell phone line item to a benefit line item to implement a cell phone allowance within a department.

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

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

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

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

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#### **Budget Adjustments That Need Specific Review by Commissioners Court:**

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

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

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

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

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

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

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

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

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

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

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

Items that are often included as discussion items are budget adjustments

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

#### **General Budget Adjustment Guidance:**

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

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

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

### **PERSONNEL BUDGETS**

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

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

Departments are encouraged to utilize permanent salary savings to increase green-circled positions to the minimum of the pay grade to implement other high priority compensation issues.

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The budget base for subsequent fiscal years is the same as the prior year unless Commissioners Court has approved permanent modifications to the budget. Departments and offices are responsible for

making overall hiring decisions as well as other personnel decisions within the total appropriation in the Adopted Budget and are encouraged to regularly monitor the status of the personnel budget.

### Negative Salary and Benefit Line Items

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

### Overtime

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

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

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

### Vacation Time in lieu of Compensation

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

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

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

## CAPITAL FUNDS

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

The County generally pays for capital assets with funds from debt issues (Road Bonds, Permanent Improvement Bonds, or Certificates of Obligation) or from funds in the CAR account. The CAR account is used for most capital projects or items and is also used to pay for one-time equipment expenditures that do not fit within the definition of capital assets, such as computers that have a unit cost of less than \$5,000. Capital project funds, including all CAR account funds, can be used only for purchases approved by the Commissioners Court. In addition, if the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement.

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**Deleted:** Any year-end balances in the hospitalization premium line items (line items 2003 and 2103) after consideration of any hospitalization contra accounts will be transferred to the Employee Health Benefits Fund-County Employees. An exception to this rule is that restricted fund sources, such as grants, special revenue funds and bond funds will only be transferred to the extent allowed by the rules governing the use of the funds.

**Rule #6.** If appropriated funds are left over after a capital project is completed or a capital item is purchased, a department or office cannot automatically transfer the unused funds to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the **FY 08 Budget process** without approval of Commissioners Court. If the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement.

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

**Exception to rule #6:**

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

### **ENCUMBRANCES**

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

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

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

### **PRIOR YEAR ENCUMBRANCE RESERVE**

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

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

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

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

### **PRIOR YEAR PRE-ENCUMBRANCE RESERVE**

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

### **PRINTING/MAILING RESTRICTIONS:**

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

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

The TCRSC may only print official documents of Travis County government or those authorized by the Commissioners Court. Outside agency contractual authorization for printing must accompany each work order. Persons placing printing orders must affirm on the work order that the materials ordered are for official use.

### **TRAVEL, JURY SEQUESTRATION, & JURY MEALS IN CRIMINAL CASES**

Travis County reimburses employees and officials who travel for County business. Travel expenditures for non-County employees and or volunteers, for professional development, must be approved by the Commissioners Court prior to the actual travel unless the department has a policy that has been previously approved by Commissioners Court. The travel expenditure rules cannot cover every travel variation. Securing travel arrangements at the lowest price may result in a loss of flexibility should emergencies arise. Booking policies of a specific travel industry vendor may require an exception to standard county travel procedures. The County Auditor will interpret, audit and approve travel expenses and reimbursements to facilitate the timely conduct of county business in the current climate of rapidly changing travel industry requirements. The Auditor will make travel payment decisions in accordance with the following rules:

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LINE ITEMS**

**Deleted:** A centrally budgeted line item is an account within a single department budget in which money for an operating cost, like postage, is budgeted for all offices or departments ¶



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

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

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

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

Travis County government is exempt from sales taxes in the state of Texas, but not from hotel taxes. A sales tax exemption form may be obtained from the Purchasing Office. Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel. This request form must have detailed receipts attached, including receipts for pre-paid expenses.

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

#### **REGISTRATION FEES:**

- Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel. This request form must have detailed receipts attached, including receipts for pre-paid expenses. The County Auditor will pay for registration fees in advance or when billed by conference/seminar/training vendor or as requested by the traveler on the encumbrance form. Payment will be processed in accordance with the disbursement schedule. For refundable and/or non-refundable cancelled registration fees, the employee/official will be liable for the advanced registration payment if the conference/seminar/training and/or travel did not take place, and if the employee/official failed to timely cancel the registration according to conference/seminar/training vendor's refund policy. Employee/official responsibility can be waived if the failure to use the pre-paid registration fees is as a result of an unanticipated emergency.

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

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

## ACCOMMODATIONS:

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- The County pays for in-state and out-of-state travel accommodations based on the rates, plus taxes, quoted by the lodging place if government rates or conference group rates are not available. Supporting documentation of the lodging place and the quoted rates must be provided before payment can be processed.
- The County Auditor will pay for accommodations when billed by a lodging vendor or as requested by the traveler on the encumbrance report in accordance with the disbursement schedule. For non-refundable accommodations the employee/official will be liable for the advanced lodging payment if the travel did not take place, and if the employee failed to timely cancel reservations according to vendor policy. Employee/official responsibility can be waived if the failure to use the pre-paid accommodations is as a result of an unanticipated emergency.
- Travel accommodations will be paid on a single occupancy rate if the lodging place designates a higher rate for double or multiple occupancy rates. Double or multiple occupancy rates will be paid if two or more employees are rooming together while on a business trip.
- Saturday night stays not relevant to the travel event requested to be paid/reimbursed, must be justified that the airfare would be less expensive. Justification would be all lodging cost plus the airfare is less than the airfare would be if returning after the end of the training/seminar/conference. Meals would be the responsibility of the traveler.

## TRANSPORTATION:

### MILEAGE:

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- Mileage for business use of a private vehicle is reimbursed at the annual standard rate set by the Internal Revenue Services (currently 48.5 cents per mile for employees, and 14 cents per mile for volunteers, but subject to change as the IRS adjusts the rates). Mileage shall start from the employee's or volunteer's regular work place on business work days and from the employee's/volunteer's home on non-work days and holidays.
- Only one employee/volunteer may claim mileage reimbursement when more than one employee/volunteer travels in the same vehicle.
- Routine mileage reimbursement requests must be submitted to the County Auditor within 90 days from the end of the mileage month.
- The County Auditor will disburse mileage reimbursement requests for combined months provided each month's reimbursement is subtotalled.
- When travel out of county is greater than 1000 miles round-trip, transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance. Transportation expenses include lodging, meals, and mileage incurred as a result of driving rather than flying. The Commissioners Court must approve exceptions unless the travel involves extradition of prisoners and/or juveniles.
- Grant employees are reimbursed for mileage at the rate specified by the grant.
- The compensation package approved by the Commissioners Court for the following elected and appointed officials makes them ineligible to use a county-owned vehicle on a routine basis and

ineligible to assign themselves a County owned vehicle under the Travis County Take Home Vehicle Policy but they can claim reimbursement for local mileage.

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

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

### AIRFARE:

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

### OTHER TRANSPORTATION:

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

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- The County will reimburse an employee/official for meals in one of the following methods. Only one method of reimbursement is allowed for each trip.
  - Per Diem: \$34.00 per day (includes gratuities) for meals is reimbursed without any receipts required. Partial day per diem is at the discretion of the Department/Office.
  - Actual Cost: Up to \$50.00 per day for meals plus up to 15% gratuities is reimbursed if itemized receipts are submitted with the reimbursement form.
- Banquets, Award Ceremonies, Luncheons, etc will be reimbursed at one of the reimbursement methods above unless included in the Registration Fee.
- The County does not reimburse employees for alcoholic beverages.
- Consistent with the Internal Revenue Code, meal expenses will be reimbursed only when the employee is required to be out of the County overnight, except in the case of Jury Sequestration.

### JURY SEQUESTRATION AND JURY MEALS IN CRIMINAL CASES:

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

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

### INCIDENTAL EXPENSES:

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- The County does not reimburse for extracurricular activities such as golf, tennis, entertainment, movies, tours, sport events, or non business events along with any related costs for such extracurricular activities.
- The County will not pay for fines for violation of the law such as parking tickets, speeding tickets, etc.
- The County will not pay for food and/or beverages provided at meetings or in-house training.

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

- Travel expenses paid directly to employees in advance for Registration, Airfare, Lodging, & Meals, will be considered travel advances. Advance payments to vendors in behalf of a County traveling

employee/volunteer/non-County personnel, for registration, airfare and lodging, will considered in the future, when Auditor develops proper procedures for this type of disbursement.

If a travel advance is requested, employee/official must sign an agreement that will allow the County Auditor to deduct the full advance from the employee's paycheck if the Expense Report is not submitted within 15 days from end of trip.

- The advance form must be signed by both Employee/official and the Department Head, elected official and/or appointed official.
- The County Auditor will develop and publish procedures for employees receiving travel advances, which will account for all advances as expenses and/or reimbursements as appropriate.

#### **TRAVEL EXPENSES IN CONTRACTS:**

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

#### **ALTERNATE TRAVEL:**

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

#### **RECRUITING AND HIRING FOR HIGH LEVEL POSITIONS**

**Rule #14. The Commissioners Court may approve the use of County funds to pay for travel arrangements and food/non-alcoholic beverages to entertain applicants when recruiting nationally for top level positions. Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicants are reimbursed at the same rates used for current County personnel. Moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. Moving expenses must be supported by receipts. Departments and offices must notify Payroll before any expenses are paid.**

#### **LONG DISTANCE AND CELLULAR PHONE EXPENSES**

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

- All cellular phone airtime charges and cell phone purchases must be made in accordance with Chapter 39 of the Travis County Code, Wireless Communications Policy.
- All long distance phone certifications must be submitted to the Auditor's Office within 30 days after notification of the charges from ITS.

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Any travel using transportation such as Motorcycles, Bicycles, Recreational Vehicles, etc, must be approved by Commissioners' Court.¶

- Any questions surrounding the implementation of the above budget rule or of the appropriateness of any reimbursement or disbursement of long distance phone charges and cellular air time charges may be referred to the Commissioners Court at the discretion of the County Auditor.

## GRANTS

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

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

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

### Grant Application Approval

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

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

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

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

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

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

**NEW SUMMARY SHEET BELOW (erase note once comments received)****GRANT SUMMARY SHEET**

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

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

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

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

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

Performance Measures Applicable Depart. Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/30/08	9/30/08	
Measures For Grant						

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



**PBO Recommendation:**

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

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

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

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

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

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

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

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

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

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

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

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#### Grant Contract Approval

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

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

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

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

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

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

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

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

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

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

#### **VEHICLE TAKE-HOME POLICY**

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

#### **PERFORMANCE BASED PAY AND EMPLOYEE RECOGNITION**

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

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

#### **COMPUTER SOFTWARE TRAINING**

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

#### **COUNTY AUDITOR'S BUDGET ADJUSTMENT AUTHORITY**

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If a grant renewal contract is not received prior to the effective date of the grant and grant employees are continued on the payroll, offices or departments must submit a Permission to Continue memo to Commissioners Court at least four weeks prior to the end of the grant that is to be renewed. This memo notifies the Commissioners Court that payroll expenditures continue and indicate the expected date that the contract will be signed. This rule applies only to the renewal of grants that have been received in previous years, and for which verbal assurance of continuation from the grantor has been received. Revenue for new grants will not be certified and expenditures cannot be made until a contract has been signed. ¶

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

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#### **End of Year Personnel Balances:**

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

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

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

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

#### **Insurance and FSA Administration Fees:**

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

#### **Termination Pay:**

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

#### **Adjustments for Expenditures Less Than \$10:**

If an invoice exceeds the amount budgeted in a line item by less than \$10, the County Auditor is authorized to transfer funds automatically to cover the budget deficit and avoid delay in processing the invoice. These funds are transferred from the applicable fund reserve. However, the General Fund Unallocated Reserve (001-9800-981-9898) shall not be considered an applicable fund reserve and transfers under this rule shall not be made from the General Fund Unallocated Reserve.

#### **Payment of Interest:**

The County Auditor is authorized to transfer funds automatically to line item 7510—(Interest) within the budget of an office or department to cover the cost of interest on overdue invoices per the Prompt Payment Act. These funds are transferred from the first operating expense line item with sufficient

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funds. In the case of Grants, Bond funds, and other funds that do not allow interest payments, the interest will be charged to the department/office general fund budget.

### **TAX REFUNDS**

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

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

### **CONTINGENT LIABILITIES**

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

### **INTERFUND TRANSFERS**

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

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

### **MID-YEAR CERTIFICATION OF REVENUES**

State law limits revenue which can be certified mid-year for immediate appropriation and expenditure. The County Auditor may certify public or private grant or aid money, donations and intergovernmental contract revenue which was not included in the budget for use in the current fiscal year. Offices or

departments wishing to request certification of such money during the fiscal year should contact the County Auditor for assistance.

#### Authorization For Reimbursed Agreements - Fund 475

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

Deleted: Rule #19. Some approved agreements budgeted in Fund 475 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. All expenditures for reimbursable agreements within Fund 475 that have been approved by Commissioners Court and for which revenue has been certified by the County Auditor are authorized until the resources from the funding entity are available for reimbursement. Offices and departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible.

## APPENDICES

### I. Personnel Slot List

A list of the budgeted personnel slots for Fiscal Year 07 is attached to the copy of the approved budget filed with the County Clerk. The list contains the following information for each slot within an office or department: job title, whether the position is full-time or part-time, and effective date. Offices or departments may only hire for regular positions according to this slot list unless otherwise allowed by law or approved by Commissioners Court.

### II. County Benefits

Fringe benefits for offices and departments are budgeted based on the County Benefits Policy. A copy of the policy is on file at the County Clerk's Office. The current benefit calculation rates as of October 1, 2006 are shown below:

Base Salary (general line item 0701)	
FICA OASDI (line item 2002)	Base Salary (up to \$102,300) x 0.062
Hospitalization (line item 2003)	Months on Payroll x \$629
Life Insurance (line item 2004)	Months on Payroll x \$6.55
Retirement (line item 2005)	Base Salary x .1071
Workers Compensation Insurance (line item 2006)	Base Salary x 0.75 x "WCI Factor" Shown Below
FICA Medicare (line item 2007)	Base Salary x 0.0145

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

Job Description	"WCI Factor"
PRINTING	0.0187
INSECT CONTROL	0.0337
INSULATION WORK & DRIVERS	0.0463
ROAD EMPLOYEES - PAVING	0.0346
ROAD MAINT MGMT PERSONNEL	0.0092
DRIVERS	0.0362
AIRPORT, HELICOPTER OPR	0.0226
LAW ENFORCEMENT, AMBULANCE	0.0177
AUTO MECHANICS	0.0275
ENGINEERS, SURVEYORS	0.0032
CLERICAL	0.0026
VET HOSP & ANIMAL CONTROL	0.0096
CLINICAL PROFESSIONALS	0.0028
HOSP PROFESSIONAL & CLERK	0.0071
BUILDING MAINT & JANITOR	0.0226
PARKS & RECREATION	0.0257

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**III. Budget Authority Responsibility**

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

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



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

**IV. Indirect Cost Rates**

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

Approved by Commissioners Court on July 31, 2007

<u>Dpt #</u>	<u>Department Name</u>	<u>Calculated Rate</u>
01	County Judge	190.66%
02	Commissioner - Precinct 1	40.94%
03	Commissioner - Precinct 2	40.32%
04	Commissioner - Precinct 3	52.08%
05	Commissioner - Precinct 4	32.58%
08	Tax Assessor-Collector	71.13%
13	Exposition Center	0%
16	Veterans Service Office	69.20%
18	Agricultural Extension Service	61.66%
19	County Attorney	46.08%
20	County Clerk	49.32%
21	District Clerk	44.72%
22	Civil Courts	39.35%
23	District Attorney	22.12%
24	Criminal Courts	46.46%
25	Probate Court	27.74%
26	Justice of Peace - Precinct 1	37.02%
27	Justice of Peace - Precinct 2	21.82%
28	Justice of Peace - Precinct 3	23.89%
29	Justice of Peace - Precinct 4	28.04%
30	Justice of Peace - Precinct 5	41.81%
31	Constable - Precinct 1	38.41%
32	Constable - Precinct 2	35.86%
33	Constable - Precinct 3	26.50%
34	Constable - Precinct 4	29.94%
35	Constable - Precinct 5	36.24%
37	Sheriff	15.53%
38	Medical Examiner	55.79%
39	Community Supervision & Corrections	19.91%
40	Counseling and Educational Services	22.59%
42	Pretrial Services	42.50%
43	Juvenile Public Defender	24.90%
45	Juvenile Court	21.87%
47	Emergency Services	88.61%
49	Transportation and Natural Resources	50.36%
54	Civil Service Commission	23.89%
55	Criminal Justice Planning	54.06%
58	Health and Human Services	45.48%
	<u>Composite Travis County Rate</u>	<u>29.68%</u>

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## V. Central Line Items

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

### Dept/Div

11-41—HRMD Risk Management Ergonomic Improvements

#3001—Office Equipment & Supply

#3011—Building Maintenance

#6033—Medical Services

12-30—Information and Telecommunication Systems/Technical Support

#5002—Maintenance Agreements

#5012—Repairs - Telephone Equipment

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12-30—Information and Telecommunication Systems/Technical Support

#4104—Communication - Trunk Lines

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12-50—Information and Telecommunication Systems/Network Support

#5002—Maintenance Agreements

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47-05—Emergency Services/Communications

#5008—Repairs - Radios

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15-10—Purchasing

#6029—Advertising/Public Notices

49-52—Transportation and Natural Resources/County Fleet Maintenance

#3023—Fuel, Oil, Lubricants

#3021—Repairs - Autos & Trucks

57-15—Records Management and Communication Resources

Copiers/Central Repair

#5001—Maintenance Agreements

#5005—Repairs - Furniture & Office Equipment

#5007—Repairs - Other Equipment

#6103—Rent or Lease Equipment (Copiers)

57-50—Records Management and Communication Resources/Mail Services

#4102—Postage/Freight Out

57-70—Records/Consulting

#6099—Other Purchased Services

90-XX—Centralized Computer Services

91-XX—Centralized Rent and Utilities

#4801—Utilities

#6102—Rent-Land & Buildings

92-XX--Centralized Fleet Services

**Contact List for Centrally Budgeted Line Items**

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

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# VI. Pay Scale, POPS, TCSO Positions

PG	STEP	1	2	3	4	5	6	7	8	9	10	11
60 Cadet	hr	16,236	16,511									
	mo	2,812.50	2,868.66									
	yr	33,751.12	34,426.29									
81 Corrections Officer	hr	17,443.5	17,792.4	18,148.2	18,504.1	18,859.9	19,215.8	19,571.6	19,927.5	20,283.3	20,639.2	20,995.0
	mo	3,023.54	3,084.02	3,145.69	3,207.38	3,269.05	3,330.74	3,392.41	3,454.10	3,515.77	3,577.46	3,639.13
	yr	36,282.48	37,008.20	37,748.26	38,488.53	39,228.60	39,968.87	40,708.93	41,449.20	42,189.27	42,929.54	43,669.60
82 Court Peace Officer (CPO)	hr	18,430.1	18,959.9	19,237.1	19,614.4	19,991.5	20,368.7	20,745.9	21,123.1	21,500.4	21,877.5	22,254.7
	mo	3,204.95	3,269.05	3,334.43	3,399.83	3,465.19	3,530.58	3,595.96	3,661.34	3,726.74	3,792.10	3,857.48
	yr	38,459.41	39,228.60	40,013.17	40,797.96	41,582.32	42,366.90	43,151.48	43,936.05	44,720.84	45,505.20	46,289.78
83 Sr Corrections Officer	hr	18,944.5	19,315.8	19,702.1	20,086.2	20,490.3	20,884.2	21,278.3	21,672.4	22,066.4	22,460.5	22,854.6
	mo	3,283.71	3,348.07	3,415.03	3,483.34	3,551.66	3,619.93	3,688.24	3,756.55	3,824.84	3,893.15	3,961.46
	yr	39,404.56	40,176.87	40,980.37	41,800.10	42,619.83	43,439.14	44,258.87	45,078.60	45,898.12	46,717.84	47,537.57
72 LE Deputy Sheriff	hr	21,115.0	21,382.2	21,649.6	21,916.8	22,184.1	22,451.4	22,718.7	22,986.0	23,253.3	23,520.6	23,787.9
	mo	3,659.93	3,706.25	3,752.60	3,798.91	3,845.24	3,891.58	3,937.91	3,984.24	4,030.57	4,076.90	4,123.23
	yr	43,919.20	44,474.98	45,031.17	45,586.95	46,142.93	46,698.92	47,254.92	47,810.92	48,366.92	48,922.92	49,478.92
84 Sr CPO	hr	20,140.4	20,534.2	20,884.2	21,361.4	21,779.0	22,196.7	22,614.4	23,032.0	23,449.6	23,867.2	24,284.8
	mo	3,491.00	3,555.70	3,619.93	3,702.64	3,775.03	3,847.43	3,919.83	3,992.21	4,064.63	4,137.02	4,209.44
	yr	41,892.04	42,711.14	43,439.14	44,431.72	45,300.32	46,169.14	47,037.96	47,906.56	48,775.59	49,644.20	50,512.82
74 LE Sr Deputy Sheriff	hr	23,604.0	23,895.4	24,190.4	24,485.4	24,780.4	25,075.4	25,370.4	25,665.4	25,960.4	26,255.4	26,550.4
	mo	4,090.74	4,141.87	4,193.00	4,244.14	4,295.26	4,346.39	4,397.52	4,448.65	4,499.78	4,550.91	4,602.04
	yr	49,088.84	49,702.44	50,316.04	50,929.64	51,543.24	52,156.84	52,770.44	53,384.04	53,997.64	54,611.24	55,224.84
75 LE Detective	hr	25,724.5	26,046.0	26,367.5	26,689.0	27,010.5	27,332.0	27,653.5	27,975.0	28,296.5	28,618.0	28,939.5
	mo	4,458.91	4,511.66	4,564.41	4,617.16	4,669.91	4,722.66	4,775.41	4,828.16	4,880.91	4,933.66	4,986.41
	yr	53,506.96	54,139.96	54,772.96	55,405.96	56,038.96	56,671.96	57,304.96	57,937.96	58,570.96	59,203.96	59,836.96
88 Corrections Sergeant	hr	25,012.5	25,475.1	25,957.7	26,452.7	26,970.2	27,497.7	28,025.2	28,552.7	29,080.2	29,607.7	30,135.2
	mo	4,335.59	4,412.52	4,489.45	4,566.38	4,643.31	4,720.24	4,797.17	4,874.10	4,951.03	5,027.96	5,104.89
	yr	52,027.04	52,950.21	53,873.37	54,796.54	55,719.70	56,642.87	57,566.04	58,489.21	59,412.38	60,335.54	61,258.71
76 LE Sergeant	hr	28,039.2	28,740.2	29,441.2	30,142.2	30,843.2	31,544.2	32,245.2	32,946.2	33,647.2	34,348.2	35,049.2
	mo	4,661.53	4,783.37	4,905.21	5,027.05	5,148.89	5,270.73	5,392.57	5,514.41	5,636.25	5,758.09	5,879.93
	yr	55,938.34	57,396.42	58,854.50	60,312.58	61,770.66	63,228.74	64,686.82	66,144.90	67,602.98	69,061.06	70,519.14
89 Corrections Lieutenant	hr	28,490.2	29,007.1	29,543.3	30,096.6	30,677.3	31,277.7	31,843.2	32,433.6	33,024.0	33,614.4	34,204.8
	mo	4,908.30	5,001.18	5,094.06	5,186.94	5,279.82	5,372.70	5,465.58	5,558.46	5,651.34	5,744.22	5,837.10
	yr	58,899.60	60,014.04	61,128.48	62,242.92	63,357.36	64,471.80	65,586.24	66,699.68	67,814.12	68,928.56	70,043.00
77 LE Lieutenant	hr	33,859.9	34,452.4	35,044.9	35,637.4	36,229.9	36,822.4	37,414.9	38,007.4	38,599.9	39,192.4	39,784.9
	mo	5,643.32	5,742.07	5,840.82	5,939.57	6,038.32	6,137.07	6,235.82	6,334.57	6,433.32	6,532.07	6,630.82
	yr	67,719.76	68,904.84	70,089.92	71,275.00	72,460.08	73,645.16	74,830.24	76,015.32	77,200.40	78,385.48	79,570.56

PG	STEP	12	13	14	15	16	17	18	19	20	21
81 Corrections Officer	hr	21,350.9	21,706.7	22,062.5	22,418.3	22,774.1	23,129.9	23,485.7	23,841.5	24,197.3	24,553.1
	mo	3,700.82	3,762.50	3,824.17	3,885.85	3,947.53	4,009.20	4,070.88	4,132.56	4,194.23	4,255.91
	yr	44,409.88	45,149.94	45,890.00	46,630.06	47,370.12	48,110.18	48,850.24	49,590.30	50,330.36	51,070.42
82 Court Peace Officer (CPO)	hr	22,632.0	23,009.1	23,386.3	23,763.5	24,140.7	24,517.9	24,895.1	25,272.3	25,649.5	26,026.7
	mo	3,922.00	3,984.24	4,046.48	4,108.72	4,170.96	4,233.20	4,295.44	4,357.68	4,419.92	4,482.16
	yr	47,074.56	47,898.93	48,723.30	49,547.67	50,372.04	51,196.41	52,020.78	52,845.15	53,669.52	54,493.89
83 Sr Corrections Officer	hr	23,249.6	23,642.6	24,035.6	24,428.6	24,821.6	25,214.6	25,607.6	26,000.6	26,393.6	26,786.6
	mo	4,029.76	4,098.05	4,166.34	4,234.63	4,302.92	4,371.21	4,439.50	4,507.79	4,576.08	4,644.37
	yr	48,357.09	49,176.61	49,996.13	50,815.65	51,635.17	52,454.69	53,274.21	54,093.73	54,913.25	55,732.77
72 LE Deputy Sheriff	hr	24,881.3	25,295.0	25,708.7	26,122.4	26,536.1	26,949.8	27,363.5	27,777.2	28,190.9	28,604.6
	mo	4,312.76	4,364.47	4,416.18	4,467.89	4,519.60	4,571.31	4,623.02	4,674.73	4,726.44	4,778.15
	yr	51,753.11	52,613.60	53,474.10	54,334.60	55,195.10	56,055.60	56,916.10	57,776.60	58,637.10	59,497.60
84 Sr CPO	hr	24,702.8	25,120.6	25,538.4	25,956.2	26,374.0	26,791.8	27,209.6	27,627.4	28,045.2	28,463.0
	mo	4,281.82	4,354.24	4,426.66	4,499.08	4,571.50	4,643.92	4,716.34	4,788.76	4,861.18	4,933.60
	yr	51,381.83	52,250.88	53,119.93	53,988.98	54,858.03	55,727.08	56,596.13	57,465.18	58,334.23	59,203.28
74 LE Sr Deputy Sheriff	hr	26,980.2	27,443.3	27,906.4	28,369.5	28,832.6	29,295.7	29,758.8	30,221.9	30,685.0	31,148.1
	mo	4,676.57	4,757.01	4,837.44	4,917.88	4,998.32	5,078.75	5,159.19	5,239.62	5,320.06	5,400.49
	yr	56,118.82	57,084.15	58,049.47	59,014.79	59,980.11	60,945.43	61,910.75	62,876.07	63,841.39	64,806.71
75 LE Detective	hr	29,408.7	29,914.4	30,420.2	30,925.9	31,431.6	31,937.3	32,443.0	32,948.7	33,454.4	33,960.1
	mo	5,097.51	5,185.76	5,274.00	5,362.25	5,450.49	5,538.74	5,626.98	5,715.23	5,803.47	5,891.72
	yr	61,170.10	62,229.06	63,287.92	64,346.78	65,405.64	66,464.50	67,523.36	68,582.22	69,641.08	70,700.00
88 Corrections Sergeant	hr	30,802.4	31,351.5	31,900.6	32,449.7	32,998.8	33,547.9	34,097.0	34,646.1	35,195.2	35,744.3
	mo	5,339.08	5,434.26	5,529.40	5,624.58	5,719.72	5,814.86	5,910.00	5,995.14	6,090.28	6,185.42
	yr	64,069.00	65,211.12	66,353.24	67,495.36	68,637.48	69,779.60	70,921.72	72,063.84	73,205.96	74,348.08
76 LE Sergeant	hr	32,077.7	32,600.0	33,122.3	33,644.6	34,166.9	34,689.2	35,211.5	35,733.8	36,256.1	36,778.4
	mo	5,346.50	5,433.33	5,520.16	5,606.99	5,693.82	5,780.65	5,867.48	5,954.31	6,041.14	6,127.97
	yr	64,158.00	65,199.96	66,241.92	67,283.88	68,325.84	69,367.80	70,409.76	71,451.72	72,493.68	73,535.64
89 Corrections Lieutenant	hr	35,066.3	35,723.1	36,380.0	37,036.8	37,693.7	38,350.5	39,007.4	39,664.2	40,321.1	40,977.9
	mo	6,081.63	6,190.00	6,298.37	6,406.74	6,515.11	6,623.48	6,731.85	6,840.22	6,948.59	7,056.96
	yr	72,979.51	74,304.05	75,628.59	76,953.13	78,277.67	79,602.21	80,926.75	82,251.29	83,575.83	84,900.37
77 LE Lieutenant	hr	36,864.3	37,498.4	38,132.5	38,766.6	39,400.7	40,034.8	40,668.9	41,303.0	41,937.1	42,571.2
	mo	6,399.81	6,499.72	6,600.62	6,700.53	6,800.44	6,900.35	7,000.26	7,100.17	7,200.08	7,300.00
	yr	76,777.75	77,996.68	79,215.60	80,434.52	81,653.44	82,872.36	84,091.28	85,310.20	86,529.12	87,748.04

EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO POPS THE FOLLOWING APPLIES MONTHLY:

CERTIFIED FTU:	\$12	BILINGUAL SKILLS TEST:	\$125	TULOUSE LICENSE:	
		SPANISH, VIETNAMESE		INTERMEDIATE	\$50
		AMERICAN SIGN LANGUAGE		ADVANCED	\$100
				MASTERS	\$150

# Pay Scale, POPS, Non-TCSO Positions

PG	STEP	1	2	3	4	5	6	7	8	9	10	11
61 Deputy Constable	hr	18 3140	18 6803	19 0539	19 4275	19 8011	20 1747	20 5483	20 9219	21 2955	21 6691	22 0427
	mo	3,174 43	3,237 92	3,302 68	3,367 44	3,432 20	3,496 95	3,561 71	3,626 47	3,691 22	3,755 98	3,820 74
	yr	38,093 12	38,855 03	39,632 12	40,409 20	41,186 29	41,963 38	42,740 47	43,517 56	44,294 64	45,071 73	45,848 82
62 Park Ranger	hr	18 4885	18 8582	19 2353	19 6125	19 9896	20 3669	20 7440	21 1212	21 4983	21 8755	22 2526
	mo	3,204 68	3,268 76	3,334 12	3,399 50	3,464 87	3,530 27	3,595 63	3,661 01	3,726 38	3,791 76	3,857 12
	yr	38,456 08	39,225 06	40,009 43	40,794 00	41,578 37	42,363 16	43,147 52	43,932 10	44,716 47	45,501 04	46,285 41
63 Sr Deputy Constable	hr	19 9486	20 3385	20 6854	21 1579	21 5717	21 9853	22 3991	22 8127	23 2265	23 6401	24 0539
	mo	3,457 76	3,525 34	3,585 47	3,667 37	3,739 10	3,810 79	3,882 52	3,954 21	4,025 93	4,097 62	4,169 35
	yr	41,493 09	42,304 08	43,025 64	44,008 44	44,869 14	45,729 43	46,590 13	47,450 42	48,311 12	49,171 41	50,032 12
64 Park Ranger Supervisor	hr	20 1386	20 5322	20 8824	21 3594	21 7771	22 1946	22 6124	23 0299	23 4477	23 8652	24 2830
	mo	3,490 70	3,558 92	3,619 62	3,702 30	3,774 70	3,847 07	3,919 49	3,991 85	4,064 27	4,136 64	4,209 06
	yr	41,888 29	42,706 98	43,435 40	44,427 56	45,296 37	46,164 77	47,033 80	47,902 20	48,771 22	49,639 82	50,508 64
65 Constable Sergeant	hr	20 5441	22 0366	22 4436	22 8660	23 3047	23 7604	24 1757	24 7179	25 2014	25 6849	26 1686
	mo	3,753 65	3,819 68	3,890 23	3,963 44	4,039 49	4,118 47	4,190 46	4,264 44	4,368 25	4,452 05	4,535 55
	yr	45,019 53	45,836 13	46,682 69	47,561 28	48,473 78	49,421 64	50,285 46	51,413 24	52,418 92	53,424 60	54,430 39
66 Chief Dep Constable Park Ranger Chief	hr	23 8399	24 2802	24 7372	25 2118	25 7050	26 1591	26 7411	27 2643	27 7876	28 3107	28 8339
	mo	4,132 25	4,208 57	4,287 79	4,370 05	4,455 54	4,534 25	4,635 13	4,725 82	4,816 52	4,907 19	4,997 88
	yr	49,587 00	50,302 82	51,453 38	52,440 55	53,466 40	54,410 93	55,621 49	56,709 75	57,798 21	58,886 26	59,974 52
67 Chief Dep Const., Pct 5	hr	26 6896	27 1108	27 6759	28 1971	28 7381	29 3005	29 8265	30 4819	31 0784	31 6759	32 2714
	mo	4,626 20	4,710 13	4,797 16	4,887 50	4,981 28	5,078 76	5,169 93	5,283 53	5,386 93	5,490 34	5,593 71
	yr	55,514 37	56,521 51	57,565 88	58,649 97	59,775 25	60,945 04	62,039 12	63,402 36	64,643 08	65,864 00	67,124 52
68 Investigator	hr	25 0815	25 403	25 7245	26 0460	26 3676	26 6892	27 0129	27 4856	27 9583	28 4310	28 9029
	mo	4,347 46	4,403 19	4,459 92	4,514 64	4,570 39	4,626 13	4,682 24	4,764 18	4,846 11	4,928 04	5,009 84
	yr	52,169 52	52,838 24	53,506 95	54,175 68	54,844 61	55,513 54	56,186 84	57,170 05	58,153 26	59,136 48	60,118 04
69 Investigations Lieutenant	hr	27 4521	27 9502	28 4687	29 0027	29 5592	30 1377	30 6786	31 3528	31 9863	32 5800	33 1934
	mo	4,758 37	4,844 71	4,934 23	5,027 14	5,123 60	5,223 87	5,317 63	5,434 49	5,540 83	5,647 20	5,753 53
	yr	57,100 37	58,136 42	59,210 74	60,325 62	61,483 14	62,686 42	63,811 49	65,213 83	66,489 91	67,766 40	69,042 28

PG	STEP	12	13	14	15	16	17	18	19	20	21
61 Deputy Constable	hr	22 4163	22 7900	23 1636	23 5372	23 9108	24 2843	24 6579	25 0315	25 4052	25 7788
	mo	3,885 50	3,950 27	4,015 03	4,079 79	4,144 54	4,209 28	4,274 04	4,338 80	4,403 57	4,468 33
	yr	46,625 91	47,403 20	48,180 29	48,957 38	49,734 47	50,511 35	51,288 44	52,065 52	52,842 82	53,619 91
62 Park Ranger	hr	22 6298	23 0070	23 3842	23 7613	24 1385	24 5157	24 8928	25 2699	25 6472	26 0243
	mo	3,922 50	3,987 88	4,053 27	4,118 65	4,184 01	4,249 38	4,314 76	4,380 12	4,445 52	4,510 88
	yr	47,069 99	47,854 56	48,639 14	49,423 51	50,208 08	50,992 45	51,777 03	52,561 40	53,346 18	54,130 55
63 Sr Deputy Constable	hr	24 4675	24 8813	25 2950	25 7087	26 1224	26 5361	26 9498	27 3635	27 7772	28 1909
	mo	4,241 04	4,312 76	4,384 47	4,456 18	4,527 89	4,599 60	4,671 30	4,743 01	4,814 72	4,886 43
	yr	50,892 40	51,753 11	52,613 60	53,474 10	54,334 59	55,195 09	56,055 59	56,916 08	57,776 58	58,637 08
64 Park Ranger Supervisor	hr	24 7005	25 1182	25 5359	25 9535	26 3712	26 7888	27 2064	27 6241	28 0417	28 4594
	mo	4,281 42	4,353 83	4,426 23	4,498 61	4,571 01	4,643 40	4,715 78	4,788 18	4,860 57	4,932 97
	yr	51,377 04	52,245 86	53,114 68	53,983 28	54,852 10	55,720 71	56,589 32	57,458 13	58,326 74	59,195 56
65 Constable Sergeant	hr	26 6520	27 1355	27 6190	28 1025	28 5860	29 0695	29 5530	30 0366	30 5201	31 0036
	mo	4,619 68	4,703 49	4,787 30	4,871 12	4,954 91	5,038 72	5,122 52	5,206 35	5,290 16	5,373 96
	yr	55,436 16	56,441 84	57,447 52	58,453 21	59,458 88	60,464 56	61,470 24	62,476 13	63,481 81	64,487 49
66 Chief Dep Constable Park Ranger Chief	hr	29 3571	29 8802	30 4034	30 9265	31 4498	31 9730	32 4961	33 0193	33 5425	34 0656
	mo	5,088 57	5,179 24	5,269 93	5,360 60	5,451 30	5,541 99	5,632 66	5,723 35	5,814 04	5,904 71
	yr	61,062 77	62,150 82	63,239 05	64,327 12	65,415 59	66,503 84	67,591 99	68,680 15	69,768 40	70,856 45
67 Chief Dep Const., Pct 5	hr	32 8680	33 4645	34 0611	34 6575	35 2541	35 8506	36 4471	37 0436	37 6402	38 2367
	mo	5,697 12	5,800 52	5,903 93	6,007 30	6,110 72	6,214 11	6,317 50	6,420 90	6,524 31	6,627 70
	yr	68,365 44	69,606 16	70,847 09	72,087 60	73,328 53	74,569 25	75,809 97	77,050 69	78,291 62	79,532 34
68 Investigator	hr	29 4087	29 9144	30 4202	30 9257	31 4669	32 0081	32 5493	33 0905	33 6688	34 2479
	mo	5,097 51	5,185 27	5,272 84	5,360 46	5,454 27	5,548 08	5,641 88	5,735 55	5,835 93	5,936 31
	yr	61,170 10	62,220 96	63,274 02	64,325 46	65,451 16	66,576 85	67,702 55	68,826 58	69,950 31	71,235 64
69 Investigations Lieutenant	hr	33 8071	34 4206	35 0343	35 6477	36 2614	36 8749	37 4885	38 1020	38 7157	39 3292
	mo	5,859 90	5,966 24	6,072 62	6,178 94	6,285 31	6,391 65	6,498 01	6,604 35	6,710 73	6,817 07
	yr	70,318 77	71,594 85	72,871 35	74,147 22	75,423 72	76,699 80	77,976 08	79,252 16	80,528 46	81,804 74

EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO POST THE FOLLOWING APPLIES MONTHLY:

CERTIFIED FTO:	\$126	BILINGUAL SKILLS TEST:	\$128	TCLCSE LICENSE:		
		SPANISH		INTERMEDIATE	ADVANCED	MATERS
		AMERICAN SIGN LANGUAGE		\$50	\$100	\$150
		VIETNAMESE				

## VII. Pay Scale, Non POPS

Pay Grd	Pay Rate	Hiring Levels							10% Above Midpoint	Maximum	Range Width	Pay Grd Diff
		Minimum	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6				
1-3	Retired	Note: Travis County Livable Wage for Regular Employees is \$10.00/hr. (\$7.73 for Temporary Employees)										
4	Hrly	\$7,725.00	\$7,960.00	\$8,190.00	\$8,420.00	\$8,650.00			\$9,270.00	\$10,190.00	\$10,815.00	
	Yrly	\$16,068.00	\$16,556.80	\$17,035.20	\$17,513.60	\$17,992.00			\$19,281.60	\$21,209.76	\$22,495.20	40%
5	Hrly	\$8,250.40	\$8,500.00	\$8,750.00	\$8,990.00	\$9,240.00	\$9,490.00		\$9,905.00	\$10,890.60	\$11,550.50	
	Yrly	\$17,160.83	\$17,980.00	\$18,200.00	\$18,699.20	\$19,219.20	\$19,739.20		\$20,593.04	\$22,652.45	\$24,025.04	40%
6	Hrly	\$8,827.30	\$9,090.00	\$9,360.00	\$9,620.00	\$9,890.00	\$10,150.00		\$10,592.70	\$11,652.00	\$12,358.20	
	Yrly	\$18,360.78	\$18,907.20	\$19,468.80	\$20,009.60	\$20,571.20	\$21,112.00		\$22,032.82	\$24,236.16	\$25,705.06	40%
7	Hrly	\$9,445.30	\$9,730.00	\$10,010.00	\$10,300.00	\$10,580.00	\$10,860.00		\$11,570.50	\$12,727.60	\$13,695.70	
	Yrly	\$19,646.22	\$20,238.40	\$20,820.80	\$21,424.00	\$22,006.40	\$22,588.80		\$24,066.64	\$26,473.41	\$28,487.06	45%
8	Hrly	\$10,104.40	\$10,410.00	\$10,710.00	\$11,010.00	\$11,320.00	\$11,620.00		\$12,377.90	\$13,615.70	\$14,651.40	
	Yrly	\$21,017.15	\$21,652.80	\$22,276.80	\$22,900.80	\$23,545.60	\$24,169.60		\$25,746.03	\$28,320.66	\$30,474.91	45%
9	Hrly	\$10,815.00	\$11,140.00	\$11,460.00	\$11,790.00	\$12,110.00	\$12,440.00		\$13,248.00	\$14,573.00	\$15,681.00	
	Yrly	\$22,495.20	\$23,171.20	\$23,836.80	\$24,523.20	\$25,188.80	\$25,875.20		\$27,556.67	\$30,312.26	\$32,615.14	45%
10	Hrly	\$11,576.70	\$11,920.00	\$12,270.00	\$12,620.00	\$12,970.00	\$13,310.00	\$13,660.00	\$14,182.40	\$15,600.60	\$16,787.20	
	Yrly	\$24,079.54	\$24,793.60	\$25,521.60	\$26,249.60	\$26,977.60	\$27,684.80	\$28,412.80	\$29,499.39	\$32,449.25	\$35,517.38	45%
11	Hrly	\$12,390.90	\$12,760.00	\$13,130.00	\$13,510.00	\$13,890.00	\$14,250.00	\$14,620.00	\$15,178.60	\$16,696.50	\$17,966.30	
	Yrly	\$25,773.07	\$26,540.80	\$27,310.40	\$28,080.00	\$28,870.40	\$29,640.00	\$30,409.60	\$31,571.49	\$34,728.72	\$37,369.90	45%
12	Hrly	\$13,256.30	\$13,650.00	\$14,050.00	\$14,450.00	\$14,850.00	\$15,240.00	\$15,640.00	\$16,239.40	\$17,863.00	\$19,221.60	
	Yrly	\$27,573.10	\$28,392.00	\$29,224.00	\$30,056.00	\$30,888.00	\$31,699.20	\$32,531.20	\$33,777.95	\$37,155.36	\$39,980.93	45%
13	Hrly	\$14,183.30	\$14,610.00	\$15,030.00	\$15,460.00	\$15,890.00	\$16,310.00	\$16,740.00	\$17,374.50	\$19,120.00	\$20,565.80	
	Yrly	\$29,501.26	\$30,388.80	\$31,262.40	\$32,156.80	\$33,051.20	\$33,924.80	\$34,819.20	\$36,138.96	\$39,529.96	\$42,776.86	45%
14	Hrly	\$15,171.40	\$15,630.00	\$16,080.00	\$16,540.00	\$16,990.00	\$17,450.00	\$17,900.00	\$18,585.20	\$20,443.70	\$21,990.00	
	Yrly	\$31,556.51	\$32,510.40	\$33,446.40	\$34,403.20	\$35,339.20	\$36,296.00	\$37,232.00	\$38,657.22	\$42,522.90	\$45,757.92	45%
15	Hrly	\$16,232.90	\$16,720.00	\$17,210.00	\$17,690.00	\$18,180.00	\$18,670.00	\$19,150.00	\$20,291.00	\$22,320.20	\$24,349.30	
	Yrly	\$33,764.43	\$34,777.60	\$35,796.80	\$36,795.20	\$37,817.60	\$38,833.60	\$39,832.00	\$42,055.99	\$46,426.02	\$50,646.54	50%
16	Hrly	\$17,365.90	\$17,890.00	\$18,410.00	\$18,930.00	\$19,450.00	\$19,970.00	\$20,490.00	\$21,074.00	\$23,878.10	\$26,048.80	
	Yrly	\$36,121.07	\$37,211.20	\$38,292.80	\$39,374.40	\$40,456.00	\$41,537.60	\$42,619.20	\$45,251.39	\$49,666.45	\$54,181.50	50%
17	Hrly	\$18,581.20	\$19,140.00	\$19,700.00	\$20,250.00	\$20,810.00	\$21,370.00	\$21,930.00	\$23,226.50	\$25,549.20	\$27,871.80	
	Yrly	\$38,648.90	\$39,811.20	\$40,976.00	\$42,120.00	\$43,284.80	\$44,449.60	\$45,614.40	\$48,311.12	\$53,142.34	\$57,973.34	50%
18	Hrly	\$19,879.00	\$20,480.00	\$21,070.00	\$21,670.00	\$22,260.00	\$22,860.00	\$23,460.00	\$24,848.80	\$27,333.70	\$29,818.50	
	Yrly	\$41,348.32	\$42,598.40	\$43,825.60	\$45,073.60	\$46,300.80	\$47,528.00	\$48,796.80	\$51,685.50	\$56,854.10	\$62,022.48	50%
19	Hrly	\$21,269.50	\$21,910.00	\$22,550.00	\$23,180.00	\$23,820.00	\$24,460.00	\$25,100.00	\$26,586.90	\$29,245.60	\$31,904.30	
	Yrly	\$44,240.56	\$45,572.80	\$46,904.00	\$48,214.40	\$49,545.60	\$50,876.80	\$52,208.00	\$55,300.75	\$60,830.85	\$66,360.94	50%
20	Hrly	\$22,763.00	\$23,450.00	\$24,130.00	\$24,810.00	\$25,490.00	\$26,180.00	\$26,860.00	\$27,540.00	\$28,453.80	\$31,299.20	
	Yrly	\$47,347.04	\$48,776.00	\$50,190.40	\$51,604.80	\$53,019.20	\$54,454.40	\$55,868.80	\$57,283.20	\$59,183.90	\$65,102.34	50%
21	Hrly	\$24,359.50	\$25,090.00	\$25,820.00	\$26,550.00	\$27,280.00	\$28,010.00	\$28,740.00	\$29,470.00	\$30,449.40	\$33,494.30	
	Yrly	\$50,667.76	\$52,187.20	\$53,705.60	\$55,224.00	\$56,742.40	\$58,260.80	\$59,779.20	\$61,297.60	\$63,334.75	\$69,668.14	50%
22	Hrly	\$26,068.90	\$26,850.00	\$27,630.00	\$28,420.00	\$29,200.00	\$29,980.00	\$30,760.00	\$31,540.00	\$32,586.10	\$35,844.70	
	Yrly	\$54,223.31	\$55,848.00	\$57,470.40	\$59,113.60	\$60,736.00	\$62,358.40	\$63,980.80	\$65,603.20	\$67,779.09	\$74,556.98	50%
23	Hrly	\$27,892.40	\$28,730.00	\$29,570.00	\$30,400.00	\$31,240.00	\$32,080.00	\$32,910.00	\$33,750.00	\$36,259.90	\$39,889.90	
	Yrly	\$58,016.19	\$59,758.40	\$61,505.60	\$63,232.00	\$64,979.20	\$66,726.40	\$68,452.80	\$70,200.00	\$75,420.59	\$82,962.67	60%
24	Hrly	\$29,849.20	\$30,740.00	\$31,640.00	\$32,540.00	\$33,430.00	\$34,330.00	\$35,220.00	\$36,120.00	\$38,804.00	\$42,684.40	
	Yrly	\$62,086.34	\$63,939.20	\$65,811.20	\$67,683.20	\$69,534.40	\$71,406.40	\$73,257.60	\$75,108.80	\$80,712.32	\$88,783.55	60%
25	Hrly	\$31,939.90	\$32,900.00	\$33,860.00	\$34,810.00	\$35,770.00	\$36,730.00	\$37,690.00	\$38,650.00	\$41,521.90	\$45,674.10	
	Yrly	\$66,434.99	\$68,432.00	\$70,428.80	\$72,404.80	\$74,401.60	\$76,378.40	\$78,395.20	\$80,392.00	\$86,365.55	\$95,002.13	60%
26	Hrly	\$34,175.20	\$35,200.00	\$36,230.00	\$37,250.00	\$38,280.00	\$39,300.00	\$40,330.00	\$41,350.00	\$44,427.80	\$48,870.60	
	Yrly	\$71,084.42	\$73,216.00	\$75,358.40	\$77,480.00	\$79,622.40	\$81,744.00	\$83,886.40	\$86,008.00	\$92,409.82	\$101,650.85	60%
27	Hrly	\$36,565.00	\$37,660.00	\$38,760.00	\$39,860.00	\$40,950.00	\$42,050.00	\$43,150.00	\$44,240.00	\$47,534.50	\$52,288.00	
	Yrly	\$76,055.20	\$78,332.80	\$80,620.80	\$82,908.80	\$85,176.00	\$87,464.00	\$89,752.00	\$92,019.20	\$98,211.76	\$108,759.04	60%
28	Hrly	\$39,129.70	\$40,300.00	\$41,480.00	\$42,650.00	\$43,830.00	\$45,000.00	\$46,170.00	\$47,350.00	\$50,806.00	\$55,955.50	
	Yrly	\$81,389.78	\$83,824.00	\$86,278.40	\$88,712.00	\$91,156.00	\$93,600.00	\$96,033.60	\$98,488.00	\$105,806.60	\$116,387.44	60%
29	Hrly	\$41,869.50	\$43,130.00	\$44,380.00	\$45,640.00	\$46,890.00	\$48,150.00	\$49,410.00	\$50,660.00	\$54,430.30	\$59,873.30	
	Yrly	\$87,088.56	\$89,710.40	\$92,310.40	\$94,931.20	\$97,531.20	\$100,152.00	\$102,772.80	\$105,372.80	\$113,215.02	\$124,536.46	60%
30	Hrly	\$44,805.00	\$46,150.00	\$47,490.00	\$48,840.00	\$50,180.00	\$51,530.00	\$52,870.00	\$54,210.00	\$58,246.50	\$64,071.20	
	Yrly	\$93,194.40	\$95,992.00	\$98,779.20	\$101,587.20	\$104,374.40	\$107,182.40	\$109,969.60	\$112,756.80	\$121,152.72	\$133,118.10	60%
31	Hrly	\$47,946.50	\$49,380.00	\$50,820.00	\$52,260.00	\$53,700.00	\$55,140.00	\$56,580.00	\$58,020.00	\$62,304.00	\$68,534.00	
	Yrly	\$99,728.72	\$102,710.40	\$105,705.60	\$108,700.80	\$111,696.00	\$114,691.20	\$117,686.40	\$120,681.60	\$129,647.23	\$142,611.60	60%
32	Hrly	\$51,304.30	\$52,840.00	\$54,380.00	\$55,920.00	\$57,460.00	\$59,000.00	\$60,540.00	\$62,080.00	\$66,695.60	\$73,365.20	
	Yrly	\$106,712.94	\$109,907.20	\$113,110.40	\$116,313.60	\$119,516.80	\$122,720.00	\$125,923.20	\$129,126.40	\$138,726.85	\$152,599.62	60%

**Page 31: [1] Deleted****Chris Broussard****7/27/2007 3:25:00 PM**

Job Description	"WCI Factor"
Clerical, Professional Office	0.0064
Food Employees	0.2360
Law Enforcement, Ambulance	0.0925
Engineers, Surveyors	0.0167
Building Maintenance and Janitor	0.1061
Parks and Recreation	0.0652

**Page 34: [2] Deleted****Jessica Abril Rio****8/3/2007 1:48:00 AM**

Approved by Commissioners Court on July 12, 2005

01	County Judge	130.31%
02	Commissioner - Precinct 1	30.98%
03	Commissioner - Precinct 2	34.24%
04	Commissioner - Precinct 3	33.27%
05	Commissioner - Precinct 4	26.56%
08	Tax Assessor-Collector	59.45%
13	Exposition Center	39.64%
16	Veterans Service Office	59.45%
18	Agricultural Extension Service	71.75%
19	County Attorney	48.79%
20	County Clerk	59.72%
21	District Clerk	34.89%
22	Civil Courts	37.38%
23	District Attorney	20.34%
24	Criminal Courts	46.81%
25	Probate Court	24.99%
26	Justice of Peace - Precinct 1	29.53%
27	Justice of Peace - Precinct 2	19.97%
28	Justice of Peace - Precinct 3	16.99%
29	Justice of Peace - Precinct 4	27.03%
30	Justice of Peace - Precinct 5	31.28%
31	Constable - Precinct 1	28.13%
32	Constable - Precinct 2	18.67%
33	Constable - Precinct 3	18.14%
34	Constable - Precinct 4	20.30%
35	Constable - Precinct 5	28.41%
37	Sheriff	17.28%
38	Medical Examiner	35.56%
39	Community Supervision & Corrections	17.57%
40	Counseling and Educational Services	17.34%
42	Pretrial Services	33.05%
43	Juvenile Public Defender	19.4%
45	Juvenile Probation	20.44%
47	Emergency Management Services	28.39%
49	Transportation and Natural Resources	55.08%
54	Civil Service Commission	23.36%
55	Justice and Public Safety	53.5%



58

Health and Human Services

35.72%

Composite Travis County Rate

26.76%

\*The Indirect cost rates shown above are those in effect for FY 05 and will be continued into FY 07 until new indirect cost rates are available and approved.

## **Chapter 25. Guidelines and Criteria for Tax Abatements, Travis County, Texas<sup>1</sup>**

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Adopted by Order of the Commissioners Court, April 11, 1995

### **25.001 Authorization**

- (a) Texas state law requires that prior to entering into a tax abatement agreement, the Commissioners Court must adopt a set of guidelines and criteria for the extension of such agreements, pursuant to "The Property Redevelopment and Tax Abatement Act," Chapter 312 of the Texas Tax Code ("Act"). To the extent that these guidelines and criteria may conflict with the Act, the latter shall govern.
- (b) Travis County ("County") has adopted a Resolution stating that County elects to become eligible to participate in tax abatement.

### **25.002 Purpose, Guidelines, Criteria and Policies**

- (a) Purpose. The purpose of these Guidelines and Criteria for Tax Abatement, Travis County, Texas ("Guidelines") is to establish a policy which will create good jobs for citizens of Travis County, build the tax base of Travis County, and provide an attractive bottom line inducement to companies to build capital intensive projects in Travis County.
- (b) Guidelines, Criteria and Policies. The following are established for implementation of the tax abatement program under these Guidelines:
  - (1) The employer must be a Primary Employer which produces products or services, a majority of which are sold to customers outside the Austin metropolitan area;

<sup>1</sup> Chapter 25 was adopted by Travis County Commissioners Court on 4/11/1995, Item #6.

- (2) The employer's new capital investment (plant and equipment) must be \$250,000.00 or more per new job created with a minimum capital investment of fifty million dollars.
- (3) Forty percent (40%) of applicable property taxes on the difference between the Certified Appraised Value and the Base Year Value will be abated for a period of up to ten years subject to the Recapture and Termination provisions of Section 25.009.
- (4) Primary Employers which hire Targeted Workers can earn an additional bonus property tax abatement of seven and five-tenths percent (7.5%) of the tax due on the difference between the Certified Appraised Value and the Base Year Value for that year if, during any year of the abatement period, the company fills twenty percent (20%) of its labor requirements in mutually agreed upon job categories with Targeted Workers. If, during any year of the abatement period, the company fills forty percent (40%) or more of its labor requirements with Targeted Workers in mutually agreed upon job categories, it will be granted an additional bonus property tax abatement of seven and five-tenths percent (7.5%) of the tax due on the difference between the Certified Appraised Value and the Base Year Value (for a combined total bonus tax abatement of fifteen percent). For each year in which the company maintains the twenty percent (20%) or forty percent (40%) employment of Targeted Workers, the company will be eligible for the bonus tax abatement during the next year.
- (5) Twenty-five percent (25%) of the tax that would have been otherwise due on the difference between the Certified Appraised Value and the Base Year Value that is collected from a Primary Employer receiving partial tax abatement will be used to provide property tax relief of all other taxpayers in the County.
- (6) Twenty percent (20%) of the tax that would have been otherwise due on the difference between the Certified Appraised Value and the Base Year Value, must be used for training prospective Targeted Workers through Workforce Development Board programs or other programs approved by County. These funds must be used to train individuals in the specific skills required by Primary Employers. If, at any time, the County determines that the total amount of funds being received by County in a given year under this subsection 25.003(b)(6) exceeds the amount warranted by training needs as determined by County, then those excess funds will be included in the amount to provide for property tax relief under 25.003(b)(5).
- (7) Tax Abatement may be extended on the increase in total assessed value of both real property and business personal property. Tax abatement shall not be extended to land, inventory, or supplies.
- (8) The adoption of these Guidelines by the Commissioners Court does not:

- (A) Limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement;
- (B) Limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether or not the governing body should consider particular applications or request for tax abatement; or
- (C) Create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement.

#### **25.003 Definitions**

- (a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real and tangible personal property in a Reinvestment Zone designated for economic development purposes pursuant to the Act.
- (b) "Base Year Value" means the assessed value, as determined by the Travis Central Appraisal District ("TCAD"), of both real property and business property, excluding land, inventory, and supplies, as of January 1 preceding the date of execution of a tax abatement agreement, plus the agreed upon value of any property improvements made after January 1, but before the execution of the agreement.
- (c) "Certified Appraised Value" means the appraised value of eligible property owned or leased by the company, as certified by the Travis Central Appraisal District as of January 1 of each year in which tax abatement is granted.
- (d) "Commissioners Court" means the Travis County Commissioners Court.
- (e) "Eligible Property" means real property and business personal property which is designated as eligible for tax abatement under a tax abatement agreement with the County, but shall not include land, inventory, or supplies.
- (f) "Modernization" means the replacement and upgrading of existing facilities which increases the productive output, updates the technology or substantially lowers the unit cost of operation. Modernization may result from the construction, alteration or installation of buildings, structures, machinery or equipment. It shall not be for the sole purpose of reconditioning, refurbishing or repairing.
- (g) "Primary Employer" means an employer of a business or company which produces products or services a majority of which are sold to customers outside the Austin Metropolitan Area.
- (h) "Targeted Workers" means:
  - (1) workers who are a public housing resident in Travis County; or
  - (2) individuals who reside in Travis County and whose "family" (or, for single persons, "household") income does not exceed eighty per cent

(80%) of the median income for Travis County, as adjusted for smaller and larger families.

- (3) And individuals who are trained in a Workforce Development Board program or any other program approved by County.

#### **25.004 Abatement Authorized**

- (a) New and Existing Facilities. Tax abatement is available for both new facilities and structures and for the expansion or modernization of existing facilities and structures.
- (b) Leased Facilities. If a leased facility is granted abatement, the agreement may only be executed with the written consent of both the lessor and the lessee.
- (c) Term of Abatement. The maximum term for tax abatement agreements granted by the Commissioners Court shall be ten (10) years. The term may begin on either a January 1 prior to commencement of operations, or the January 1 following the commencement of operations. In any case, the term shall begin not later than the next January 1 after the expiration of twenty-four (24) months following the execution of the tax abatement agreement. Commencement of operations is defined as the date of issuance of a certificate of occupancy for any project building.
- (d) Employment
  - (1) In the event of a voluntary or involuntary termination of a Targeted Worker, a business shall continue to receive abatement as long as the position is filled by another employee within sixty (60) days.
  - (2) To receive credit for a Targeted Worker, the employee must be retained for a period not less than forty-five (45) consecutive days, provided, however, the failure of a replacement employee under 25.004(d)(1) to remain employed for such forty-five (45) day period shall not result in a failure of the company to re-establish the required number of Targeted Workers.
  - (3) Two (2) or more part-time Targeted Workers totaling 30 hours or more per week may be substituted for one full-time employee.
  - (4) Targeted Worker requirements do not apply after the expiration of the abatement period.

#### **25.005 Application**

- (a) Any present or potential owner or any present or potential lessee, of taxable real property in Travis County, outside the corporate limits of any city or town, may request of Travis County the creation of a reinvestment zone and tax abatement by filing an Application for Tax Abatement with the Travis County Planning and Budget Office ("TCPBO").

- (b) The application shall consist of a completed application form accompanied by:
- (1) A general description of the new improvements to be undertaken;
  - (2) A descriptive list of the improvements and property for which an abatement is requested;
  - (3) A list of the kind, number and location of all proposed improvements of the property;
  - (4) A map and legal property description;
  - (5) A time schedule for undertaking and completing the proposed improvements, including personal property to be located within the zone;
  - (6) In the case of modernization or expansion, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application;
  - (7) Estimated capital costs of the project;
  - (8) A description of types of business operations;
  - (9) Projected construction completion or commencement of operations;
  - (10) Estimated value of tax abatements being requested;
  - (11) Estimated number and types of jobs to be created; and
  - (12) Estimate of other County revenues, and description of other benefits to the County, such as annual payroll, operating budget and payments to other taxing jurisdictions.
- (c) The applicant shall provide any other information which may be requested by the County in order to properly evaluate and document the applicant's request. The County may waive application requirements where deemed unnecessary to properly evaluate the request.
- (d) The application will be attached as Attachment 1 to the agreement and representations therein will become a part of that agreement.

#### **25.006 Public Hearing and Approval**

- (a) Designation of Reinvestment Zone. If a Reinvestment Zone has not been designated by another authorized entity, the County shall follow the following steps:
- (1) After receiving the application, comments, recommendations and information, if the Commissioners Court wishes to go forward, it shall schedule a public hearing on the issue of designating the property as a Reinvestment Zone. Not later than the seventh (7th) day before the hearing, notice of such hearing shall be published in a newspaper

having general circulation in Travis County, and delivered in writing to the presiding officer of the governing body of each taxing unit which includes in its boundaries real property that is to be included in the reinvestment zone.

(2) The Commissioners Court shall place on its agenda approval of the reinvestment zone.

(3) Following the public hearing, if the Commissioners Court determines that the improvements sought are feasible and practical and would be a benefit to the property and to Travis County, and that it is in the best interest of Travis County to provide tax abatement to the applicant, and that the terms of the agreement meet the guidelines and criteria set forth herein, the Commissioners Court may adopt an order designating the property as a reinvestment zone. The order issued designating the property as a Reinvestment Zone must be based upon the finding by the Court that the designation would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property and would contribute to the economic development of the county.

(b) Granting of Tax Abatement Agreement

(1) Upon the designation of a Reinvestment Zone by any authorized entity and findings by the Commissioners Court of the elements listed in 25.006(a) of these Guidelines, the Commissioners Court shall also place on its agenda approval of the tax abatement agreement.

(2) Upon findings by the Commissioners Court of the elements listed in 25.006(a) of these Guidelines, the Commissioners Court, by an affirmative vote of the majority of the members at a regularly scheduled meeting may approve the terms and conditions of a written tax abatement agreement to be entered into by the applicant and Travis County.

**25.007 Agreement**

(a) Tax abatement agreements shall include:

- (1) The kind, number, and location of all proposed improvements;
- (2) estimated value to be abated and the Base Year Value, where available;
- (3) the commencement date and the termination date of abatement;
- (4) the proposed use of the facility, nature of construction, time schedule, map, property description and improvement list, where applicable;
- (5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and

- assignment, or other provisions that may be required for uniformity or state law;
- (6) basis for qualification for tax abatement;
  - (7) percent to be abated as provided in these Guidelines;
  - (8) a provision stating that all applicable County and City Codes and ordinances must be met and inspection take place;
  - (9) a provision providing access to and authorization for inspection of the property by County employees to ensure that the improvements are made according to the specifications and conditions of the agreement;
  - (10) a provision limiting the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that tax abatements are in effect;
  - (11) A provision providing for the recapture of property tax revenue lost as a result of the agreement if the owner fails to make improvements or repairs as provided by the agreement; and
  - (12) a provision requiring that
    - (A) the company shall make all hiring decisions in compliance with the Civil Rights Act of 1964, and the Americans With Disabilities Act of 1990.
    - (B) the company shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, age or handicapping condition and
    - (C) the company agrees to aggressively seek to provide equal opportunity employment for all.
    - (D) in addition to maintaining an affirmative action plan, the company will aggressively recruit women, minorities disadvantaged workers, minority vendors and local vendors.
  - (13) A provision providing that, within Travis County, the company shall not violate any federal, state or local legislation which prohibits or regulates deleterious effects on the environment.
  - (14) A provision providing that, during the period of tax abatement, the company shall be subject to all County taxation not abated (including, but not limited to, sales taxes, taxation by other taxing units and ad valorem taxation on land, inventory and supplies) except to the extent granted abatement under separate agreement, procedure or law.
  - (15) A provision stating that the County and the Company warrant that none of the property subject to tax abatement under the agreement is owned or leased by a member of the Travis County Commissioners Court.
  - (16) A provision whereby the company agrees to work with the County as reasonably requested to effectuate all of the terms and conditions of



the agreement and these Guidelines, and to provide all reports reasonably requested by County.

- (17) A provision whereby company acknowledges that information provided to the County in connection with an application or request for tax abatement that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed at which time that information in the custody of County is no longer confidential.
- (18) Any other terms and conditions mandated by State Law or deemed necessary by the County Attorney.

#### **25.008 Tax Abatement by County on Property Subject to Municipal Tax Abatement Agreement**

- (a) Any present or potential owner or lessee of taxable tangible real property in Travis County and within the corporate limits of any city or town or the Extra Territorial Jurisdiction ("ETJ") of any city or town which is subject to a tax abatement agreement executed by that city or town may request of Travis County tax abatement under the same procedures set forth in these Guidelines with the exception that procedures limited to the request for and creation of a reinvestment zone need not be followed.
- (b) If an agreement has been entered into between the applicant and a municipality, the agreement executed by the County must contain terms identical to those contained in the agreement with the municipality providing for:
  - (1) the portion of the property that is to be exempt from taxation;
  - (2) the duration of the agreement; and
  - (3) the provisions included in the agreement covered under Sections 25.007(a), subsections (1), (9), (10), and (11).
- (c) The agreement will be subject to all other provisions of the Guidelines and Criteria for Tax Abatement, Travis County.

#### **25.009 Recapture and Termination**

- (a) In the event the company, during the period of time equal to twice the duration of the tax abatement time period, decides to relocate the company to a location outside the designated reinvestment zone area, Travis County shall have the right to recapture all or a portion of the abated taxes, depending upon when the relocation occurs.
- (b) If the County determines that a company or individual which has entered into a tax abatement agreement is in default according to the terms and conditions

of the agreement, the County shall notify the company or individual in writing at the address stated in the agreement, and if such default is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. The parties may agree to extend the "Cure Period."

- (c) After the facility is completed and begins operations, discontinuation of operations for a period of twelve (12) consecutive months for any reason other than fire, explosion or other disaster shall constitute a default and subject the agreement to termination.
- (d) In the event that the company or individual (1) allows its ad valorem taxes owed to the City County, Austin Community College, any school district or any other local taxing entity to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) is in default according to the terms and conditions of the abatement agreement and fails to cure during the "Cure Period," the agreement then may be terminated and all taxes previously abated by virtue of the agreement will become a debt to the County and shall become due and payable no later than sixty (60) days after termination. The County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for collection of delinquent property taxes. The County, at its sole discretion, has the option to provide a payback schedule.
- (e) If the County and Company mutually agree that the development or use of facilities by company is no longer appropriate or feasible, or that a higher or better use is preferable, the parties may agree in writing to terminate the agreement with no recapture, reimbursement, or further rights or obligations.

#### **25.010 Administration**

- (a) Tax abatement agreements shall be administered by the TCPBO or its designee.
- (b) The Chief Appraiser of the TCAD shall annually determine the value of the real and personal property in a reinvestment zone. Each year the company or individual receiving abatement shall furnish the Chief Appraiser and the Travis County Tax Assessor/Collector any and all information as may be necessary for the administration of the tax abatement. The Chief Appraiser shall notify the County and each company and individual receiving abatement of the amount of the assessed value of property which is the subject of a tax abatement agreement as if the property were not eligible for abatement. Any company or individual receiving tax abatement shall have the right to protest or contest the valuation of said property in the same ways as if it were not subject to tax abatement.
- (c) The tax abatement recipient shall provide access to and authorize inspection of the improvements by employees of the County to ensure that the improvements are made according to the agreement. Representatives of the

abatement recipient shall be permitted to attend the inspections. The inspections shall be preceded by twenty-four (24) hours notice, shall be conducted so as not to interfere with the business operations of the abatement recipient, and shall comply with the abatement recipient's reasonable safety standards.

- (d) If applicable, upon completion of construction, the County shall annually evaluate each facility receiving abatement to ensure compliance with the agreement.

#### **25.011 Reporting Requirements**

- (a) The company shall file, on at least an annual basis, and maintain on file with the County a current copy of its affirmative action plan which shall include affirmative action regarding local and minority construction companies and vendors.
- (b) The company shall provide annually information to the Chief Appraiser and Travis County Tax Assessor/Collector as required under Section 25.010 of these Guidelines.
- (c) In the case of leased property, the company shall supply the County with a copy of the executed lease on any abated property which contains a provision assuring that the financial benefits of tax abatement resulting from this agreement are fully passed on to the company.
- (d) Company shall provide County with a plan of operation and hiring which shall be attached to the agreement as an Exhibit in a form acceptable to County, and shall file with the County reports reflecting the implementation of that plan of operation and hiring. These reports shall be filed at least on an annual basis or more often as required by County.
- (e) In reference to the requirements of 25.002(4) and 25.004(d) of these Guidelines, each year in which the company is requesting a bonus tax abatement, the company shall file with TCPBO necessary information on the hiring of Targeted Workers to confirm compliance for that year no later than March 31.
- (f) A company receiving tax abatement must inform, on a timely basis, the City of Austin, Travis County, The Austin/Travis County Private Industry Council and the Texas Employment Commission regarding its hiring needs in order that those agencies may assist in employee screening, placement and training.
- (g) Unless otherwise noted, all reports required to be filled with County shall be filed with the TCPBO.

#### **25.012 Assignment**

Tax abatement agreements may be assignable to a new owner only with prior written approval of the County which approval shall not be unreasonably withheld or delayed.

The company may assign to a subsidiary corporation or other affiliate entity without consent or approval by the County, so long as company shall remain responsible and obligated to the County for the performance of its obligations under the agreement. No assignment shall be approved if the assignor or assignee are indebted to the County for ad valorem taxes or other obligations.

**25.013 Amendment**

Amendment or modification of the agreement can only be made by written instrument subscribed to by both parties so long as those amendments or modifications reflect provisions which could have been included in the original agreement under the Guidelines.

**25.014 Sunset Provision**

- (a) These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax abatement agreements created pursuant to its provisions will be reviewed by Travis County to determine whether the goals have been achieved. Based upon that review, the Guidelines and Criteria may be modified, renewed or eliminated. No action taken under this provision will impact agreements or obligations already in place under the Guidelines.
- (b) During the two year period under 25.014(a) of these Guidelines, these Guidelines may be amended or repealed only by a vote of three-fourths of the members of the Commissioners Court.

## CHAPTER 35. ALTERNATIVE FUELED VEHICLES POLICY

### § 35.001 'Background

(a) In 1989 Texas passed Clean Air Legislation which significantly altered the manner in which covered agencies could purchase and fuel their vehicle fleets. These laws, which became effective September 1, 1991, established a means to use the vast natural gas reserves available within the state while simultaneously reducing harmful exhaust emissions. Although this legislation does not cover county government fleets, it is outlined here for enlightenment as to state goals.

(b) Texas Senate Bill 740 (SB740) requires all state agencies consisting of 15 or more vehicles to use alternative fuels (AFs) in their motor vehicle fleet (law enforcement and emergency vehicles exempted). The Texas Natural Resources Commission has approved five AFs which meet the intent of SB740. They are: Natural Gas (compressed-CNG/liquid-LNG), Liquid Petroleum Gas (LPG), Methanol, Ethanol, and Electricity. While not ruling out future consideration to use of any or all these types of AFs, Travis County presently considers CNG and LPG to be the viable AFs of choice.

(c) SB740 contains four critical milestones:

- (1) after September 1, 1991, Texas governmental agencies may only purchase or lease motor vehicles which are capable of using AFs;
- (2) by September 1, 1994 the fleet must consist of a minimum of 30% alternative fueled vehicles;
- (3) by September 1, 1996 this requirement increases to 50%;
- (4) and by September 1, 1998 the requirement increases to 90%.

(d) The newest Federal legislation, the Energy Policy Act of 1992, Public Law 102-486, does cover county fleets. As opposed to the State legislation, it addresses new vehicle acquisitions. Currently it will require new acquisitions of alternative fueled vehicles as follows:

- (1) 1999 - 2001, 20%;
- (2) 2002, 30%;
- (3) 2003, 40%;
- (4) 2004, 50%;
- (5) 2005, 60%;

§ 35.004

APPROVED December 21, 1993 by  
TRAVIS COUNTY COMMISSIONER'S COURT

\_\_\_\_\_  
Samuel T. Biscoe,  
Commissioner, Precinct 1

\_\_\_\_\_  
Barbara Carlson,  
Commissioner, Precinct 2

\_\_\_\_\_  
Valarie Bristol,  
Commissioner, Precinct 3

\_\_\_\_\_  
Marcos de León,  
Commissioner, Precinct 4

\_\_\_\_\_  
Bill Aleshire,  
County Judge

## CHAPTER 36. INFORMATION SYSTEMS DEVELOPMENT REQUEST PROCEDURES

### ~~§ 36.001 How to fill out the ASSISTANCE REQUEST - Phase I form~~

~~(a) Requesting Department: Your department's name (Tax, County Clerk, etc.)~~

~~(b) Date Requested: Date you sent request to Information Systems (ISM).~~

~~(c) Date Required: Date you need the requested automation (e.g., date required by law, date of change in procedures by interfacing non-County agency, etc.).~~

~~(d) Requested By: The project liaison; person to answer questions.~~

~~(e) Phone: Phone number/extension of project's liaison.~~

~~(f) Authorization Signature: Signature of person authorized to request ISM's help (e.g., elected official, dept. head, etc.)~~

~~(g) Budget ID Fund: Your department's budget fund.~~

~~(h) Dept. No.: Your department's ID number.~~

~~(i) Nature of Request: One line summary or title of the request. What does your department want? (e.g., automatic filing of civil bond forfeiture cases, modification of **CJS210** - Basic County Case data).~~

~~(j) Type of Request: Check one. "NEW" indicated that this request is for new development in an area not previously addressed. "MODIFICATION" indicated you want an existing system to be changed or enhanced.~~

~~(k) System ID: Optional; If known, enter identification of system to be modified (e.g., CAC - County Hot Checks, DRO - Domestic Relations, etc.).~~

~~(l) Described Automation Desired: Detailed description of assistance needed. Attach any pertinent information (e.g., reports, data types, relationships to other automated systems, etc.).~~

### ~~§ 36.002 Other Considerations~~

~~(a) Check appropriate box if consideration applies to this request and fill in appropriate information.~~

~~(1) Required by Law: The date the law requires the~~

time of action.

\$ 36.005 (Assistance Request - Phase I form)

ASSISTANCE REQUEST  
Phase I

Requesting Department: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Date Required: \_\_\_\_\_

Requested By: \_\_\_\_\_ Phone: \_\_\_\_\_

Authorization Signature \_\_\_\_\_ Budget ID Fund: \_\_\_\_\_  
Dept. No: \_\_\_\_\_

Nature of Request: \_\_\_\_\_

Type of Request: ☐ New ☐ Modification System ID: \_\_\_\_\_

Describe Automation Desired:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER CONSIDERATIONS

☐ Required by Law Enter Date Law Takes Effect: \_\_\_\_\_  
☐ Increase Revenue for County Estimate Yearly Increase:  
\$ \_\_\_\_\_  
☐ Reduce County Costs Estimate Yearly Decrease:  
\$ \_\_\_\_\_  
☐ Public Protection

Attach justification including explanation of considerations  
attached above.

Attach a description of how your department is currently  
performing this task.



## § 36.006 Project Evaluation Criteria

(a)

POSITIVE CRITERIA	VALUE	COMMENT
1. Project is to correct existing systems as required by law or by action of another jurisdiction over which the County has no control.		
2. Project is required by a proposed change in County policy or procedures within one or more County departments.		
3. Project results in a significant generation of new or additional revenue not attainable without appropriate automation.		
4. Project results in a significant avoidance of future cost to the County in maintaining a particular function.		
5. Project facilitates higher level of responsiveness in life-threatening or property threatening situation.		
6. Project allows a higher-quality service to be delivered to the public, or more members of the public to be served in the same or shorter period of time.		
7. Project provides a quantity of timely management information.		
8. Project is considered necessary to increase or ensure the accuracy of County record-keeping.		
9. Project is funded by grants and/or other external revenue sources.		

## CHAPTER 37. KEY ISSUE AND CONTROL

### KEY ISSUE AND CONTROL

#### § 37.001 Policy

(a) It is the policy of Travis County that other than during normal working hours, all buildings shall be locked in order to maintain the security of both the buildings and their contents.

(b) Staff members may be issued keys/electronic entry passes (hereafter referred to as "keys") upon the written recommendation of the department and approval of the director of General Services, or his designee, in accordance with established procedures.

(1) Keys are issued for entry to County buildings and the main door of County offices for the purpose of conducting County business only.

(2) **An** authorized individual entering or leaving a locked building or office shall not permit any other individual to enter who would not normally be permitted to enter the building or office during the hours it is locked. **An** authorized individual may have guests so long as the guests stay in the proximity of the staff member having the assigned key and the authorized individual assumes full responsibility for their presence.

(3) **An** individual entering or leaving a locked building or office shall be responsible for securing the door and may be held responsible for any loss or damage to County property resulting from failure to do so.

(4) Special assignment of keys, where required, (such as to contractors, etc.) may be authorized by the director of General Services.

(5) All keys issued remain the property of the County and shall be returned under the following conditions:

(A) For staff members:

(i) Upon transfer to another department or building;

(ii) Upon termination of employment.

(iii) Upon the request of the department head.

(iv) Upon being granted a leave of absence without pay for a period of 30 or more calendar days; however, staff members granted such leaves may retain their key if they are authorized to have access to the building and/or office during the leave.

General Services.

(5) Lost keys turned in to a department are to be forwarded immediately to General Services.

(6) Applications for keys should be made on a Key Record Form (See Attachment "A").

(A) Key Record forms must be typed and must be submitted with all copies intact.

(B) A separate form is used for each key requested.

(C) Key Record forms are available from General Services.

(7) Under normal circumstances, General Services will deliver and pick up keys at the requesting department.

(A) Keys may be obtained directly from General Services by presenting an approved Key Record Form at the General Services Key Shop between the hours of 8:00-9:00 am and 2:00-3:00 pm daily.

(B) The department is responsible for contacting General Services and making the necessary arrangements to have returned keys picked up.

(8) Prior to the end of each calendar year, each department will be provided with a list of individuals assigned keys to areas under its jurisdiction. Annually, each department must check and certify the accuracy of an inventory list of keys issued for areas under its jurisdiction.

(9) Keys must be presented at the request of any watchman, Sheriff's deputy, or other law enforcement official in the performance of his duty.

(10) Facilities located outside the Courthouse Complex should contact the General Services Department for any special procedures required by their location.

### **§ 37.003 Procedures: Issuance of Keys**

(a) User Department

(1) Upon request for key initiate Key Record Form, completing Items Nos. 1 through 8.

(2) Approve Key Record form, No. 9

(3) Obtain General Services approval, No. 10, and send form intact to General Services Building Repairs Division.

Item No. 13 to HRM with Personnel Action Form (PAF) to authorize HRM to complete the termination or transfer process.

(b) Human Resources Management Department

- (1) Notify General Services of key to be picked up.
- (2) Surrender key to physical plant representative and retain receipted Copy 2 of Key Record Form until deletion of issue record is verified by next annual report, after which time Copy 2 is destroyed.,

**§ 37.005 Procedures: Lost, Stolen, or Recovered Keys**

(a) User Department

- (1) Notify General Services immediately by telephone when a key is reported lost or stolen. NOTE: Replacement keys are requested in accordance with above key issue procedures.
- (2) Pull Copy 2 of appropriate Key Record Form from file.
- (3) Enter "Lost" or "Stolen" in Item No. 13, then sign and date Key Record Form.
- (4) Forward Copy 2 to General Services.

3/14/94

## CHAPTER 40. COMPUTER SOFTWARE POLICY

### § 40.001 Purpose

(a) (Your department) licenses the use of computer software from a variety of third parties. Such software is normally copyrighted by the software developer and, unless expressly authorized to do so, (Your department) does not have the right to make copies of the software except for backup or archival purposes. The purpose of this policy is to prevent copyright infringement and to protect the integrity of (Your department)'s computer environment from viruses.

#### 1. General Statement of Policy: Appointment of a Software Coordinator

(A) It is the policy of (Your department) to respect all computer software copyrights and to adhere to the terms of all software licenses to which (Your department) is a party. The director of (Your department) will be responsible for compliance within their department. The director will appoint a software coordinator for their department or for each division within the department who will be responsible for implementing all aspects of the software policy, maintaining detailed up-to-date records, overseeing compliance, conducting software education training, and conducting unscheduled audits.

(B) (Your department)'s employees may not duplicate any licensed software or related documentation for use either on the (Your department)'s premises or elsewhere unless (Your department) is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject employees and/or (Your department) to civil and criminal penalties under the United States Copyright Act.

(C) Employees may not give software to any outsiders including taxpayers, contractors, vendors and others. (Your department) may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

(D) Employees who make illegal copies of software will be subject to the full range of disciplinary action. Any employee who determines that there may be a misuse of **software** within (Your department) should notify the department director or the software coordinator.

#### 2. Employee Education

(A) Each employee must complete a software education program conducted by the software coordinator. The education program should explain the software policy statement and code of ethics; enlighten employees about software piracy and **why** it is a problem; and explain the consequences of using illegal software.

**§ 40.002** ATTACHMENT A: (YOUR DEPARTMENT) SOFTWARE CODE OF ETHICS

(a) Purpose

(1) This code of ethics states (Your department)'s policy concerning software duplication. All employees shall use software only in accordance with its license agreement. Unless otherwise provided in the license, any duplication of copyrighted software, except for back up and archival purposes, is a violation of the law. Any unauthorized duplication of copyrighted computer software violates the law and is contrary to (Your department)'s standards of conduct. The following points are to be followed to comply with software license agreements:

(A) We will use all software in accordance with their license agreements.

(B) Legitimate software should be provided to all employees who need it. No department employee will make unauthorized copies of any software under any circumstances. Anyone found copying software other than for backup purposes is subject to the full range of disciplinary action.

(C) (Your department) will not tolerate the use of any unauthorized copies of software. Any person illegally reproducing software can be subject to civil and criminal penalties including fines and imprisonment. (Your department) does not condone illegal copying of software under any circumstances and anyone who makes, uses, or otherwise acquires unauthorized software shall be appropriately disciplined.

(D) No employee shall give software to any outsiders including taxpayers, contractors, vendors and others.

(E) Any employee who determines that there may be a misuse of software within (Your department) shall notify their department manager or the software coordinator.

(F) All software used by the employees of (Your department)'s computers will be properly purchased through appropriate procedures.

(b) I have read (Your department)'s software policies and software code of ethics. I am fully aware of the software policies and agree to abide by those policies.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

New employees shall be provided the same education program during (Your department)'s new employee orientation. Upon completion of the education program and after reading the software policy, employees shall be required to sign the Software Code of Ethics (see Attachment A).

## 2. Acquisition, Registration and Installation of Software

### (A) Planning and Budgeting

- (i) A needs assessment should be conducted prior to purchasing any software. The assessment includes defining the department's software requirements, obtaining management approval of the requirements, and evaluating proposed software packages to determine which is best for the department. The process should be as prompt and efficient as possible. Avoiding extended lead time will help deter employees from making unauthorized copies of software.
- (ii) When hardware purchases are planned, anticipated software for the new PCs must be budgeted at the same time. Software purchases for new or existing microcomputers are charged to the department's budget for software (from current budget or EAF funds).

### (B) Purchasing

- (i) To purchase software, employees must obtain the approval of their supervisor and then follow established Travis County purchasing procedures. All software acquired by (Your department) must be purchased through the purchasing department. Software may not be purchased through employee credit cards, petty cash, or travel budgets. Software acquisition channels are restricted to ensure that (Your department) has a complete record of all software that has been purchased for the department's microcomputers and can register, support and upgrade such software accordingly.

### (C) Registration

- (i) The software coordinators should complete registration cards for all software as it is purchased and delivered. Returning these promptly to the publisher ensures that (Your department) will receive product support and timely product announcements. All software should be registered in the name of Travis County and (Your department). Because of personnel turnover, software should never be registered in the name of the individual user. The software coordinator shall maintain a register of their department's software and hardware, and shall keep a library of software licenses. The registers must contain: a) the date of software acquisition; b) the location of each installation as well as the serial number of the hardware on which each copy of the software is installed; c) the name of the authorized user; d) the location of original disks; e) the software product's serial number. (see Attachment B)

(D) Installation

(1) After the registration requirements above have been met, the software may either be installed by the software coordinator or the individual who will be using the software. Manuals, tutorials and other user materials should be provided to the user. A copy of the applicable license agreement shall be provided to the user. Once installed on the hard disk, the original diskettes shall be kept in a safe storage area maintained by the software coordinator.

4. Home Computers

(A) (Your department)'s computers are assets of the department and must be kept both software legal and virus free. Only software purchased through the procedures outlined above may be used on (Your department)'s machines. Employees are not permitted to bring software from home and load it on Travis County computers. Generally, department-owned software cannot be taken home and loaded on an employee's computer if it also resides on the department's computer. If an employee is to use software at home, (Your department) should purchase a separate package and record it as a departmental asset in the software register. However, some software companies provide in their licensing agreements that home use is permitted under certain circumstances. Before taking any software home, please check with the software coordinator.

(5) Periodic Audits

(A) The software coordinator will periodically conduct unscheduled audits of (Your department)'s PCs to ensure that (Your department) is in compliance with all software licenses. Audits will be conducted using appropriate auditing software that will provide an inventory of all software currently installed on the PCs. During the audit, the software coordinator will search for computer viruses and eliminate any that are found. Please be cooperative when being audited.

(b) Any additional questions should be addressed to the software coordinator for your department, \_\_\_\_\_ at extension \_\_\_\_\_



## CHAPTER 42: ON-LINE SERVICES

### § 42.001 On-Line Services Access and Usage

(a) This policy governs the use of computers and related communication devices operated by Travis County employees for connection to on-line computer services. These policies apply to all employees who work for the Commissioners Court. However, they do not apply to the employees of any Elected Official unless that Elected Official expressly adopts them in writing. A list of those Elected Officials who have adopted them may be obtained at the Records Management and Communication Resources Department. "On-line services" include, but are not limited to: on-line subscription services, bulletin board systems (BBS), and the Internet. The purpose of this policy is to help maximize the effective use of these County resources. The intent of this policy is to permit maximum freedom of use consistent with Federal and State Law, Travis County policy, and a productive working environment.

(b) The authority to enact this Policy is based on the Commissioners Court authority to contract on behalf of the County and to adopt the budget.

(c) Use of Travis County computers and communication devices must comply with Texas law and Travis County policies. Therefore, Travis County computers and communication devices may not be used for commercial or profit-making purposes, for political purposes, or for personal benefit.

(d) Use of any on-line service often encompasses many different interconnected networks and computer systems, each of which has its own rules and regulations regarding connectivity and responsible use. County employees accessing these services are expected to adhere to the rules and regulations defined by both County and Non-County service providers as a condition of use.

(e) County employees will properly identify themselves when using any on-line service. Proper identification means that from the logon identifier or registration information, the first and last name of the County employee and their County department should be obvious. Whenever possible, a logon/user identifier should consist of the first six (6) characters of the employee's last name, followed by the first letter of their first name.

(f) The sharing of an on-line service account, unless expressly allowed by the service provider, with other persons is prohibited. In any case, each County user must be uniquely identified. Passwords should be protected, and employees should not leave a computer logged on to an on-line service when the employee is not present.

(g) County users of on-line services should conduct themselves in

a professional manner. Access to on-line services is a privilege, not a right, that may be revoked for inappropriate conduct. It is the responsibility of every employee to report any known misuse of on-line services to their immediate supervisor. Any misuse of an on-line service can result in disciplinary action including the following: reprimand, loss of account, referral to appropriate authorities for disciplinary action and/or other penalties deemed appropriate by the department, or prescribed by policy or statute. Examples of inappropriate conduct or misuse include:

(1) placing unlawful information on networks and systems;

(2) use of language that is abusive, libelous, patently offensive, or that intimidates, threatens, demeans, or harasses individuals or groups in either public or private messages;

(3) sending "chain letters" to lists or individuals; and,

(4) any activity that intentionally or negligently interferes with the proper operation of networks, systems or their use by others.

(h) County users of on-line services are required to run a "virus detection" software program to verify that any information downloaded to a County computer system is free of computer viruses.

(i) Each department director is responsible for monitoring and controlling departmental on-line service access and usage. Each Director shall appoint one Single Point of Contact responsible for the Department's on-line service accounts. The Single Point of Contact shall:

(1) Serve as the coordinator and administrator for establishing and canceling on-line service accounts and Internet (IP) addresses used by the department's employees for official County business. This includes establishing any internal departmental procedures for requesting accounts/addresses and justifying need.

(2) Maintain a perpetual inventory of the department's on-line accounts and/or Internet (IP) addresses, person authorizing each service for that employee (including authorization for special Internet services like Use Nets, etc.) Online service users' names and telephone numbers, and estimated annual usage.

(3) Review all bills related to "for fee" services to insure that the charges are accurate. Have each authorized user sign

the bills and reimburse the County for any unauthorized use including applicable taxes. Record and remit all reimbursements as directed by County Auditor and the Purchasing Manager.

(4) Instruct each authorized on-line service user of County policies and procedures and ensure that copies are distributed, read and understood.

(j) All policy statements regarding access to and usage of online services also apply to County employees setting up an on-line service for the purpose of conducting official County business.

(k) To acquire authorization to access any on-line service via a County computing device or to be authorized to setup any public on-line service representing Travis County, an employee must sign an acknowledgement indicating that the employee has read, understood, and will comply with the County **On-line Services Access and Usage** policy as well as the procedures for administration of on-line service accounts.

(1) Procedure for obtaining Authorization to Access Any On-line Service.

(1) Access to on-line services should be granted to employees on an as needed basis. Employees should complete an "On-line Services Access Request Form" to be filed with their departmental single point of contact. The employee should clearly demonstrate that access will enhance the employee's productivity and provide a benefit to Travis County. Through budget approval for equipment, software, and funding to access on-line services, Commissioners Court is the final authority for all requests.

(2) Employees should have the explicit approval of their department head, executive manager, or elected official to use communication devices, computing devices, and software to access on-line services. Software and hardware approval and advice are available through the Information & Telecommunications Systems Department personnel. A requests should include virus scanning software if none is resident on the computing device that will be accessing on-line services.

(m) Procedure for obtaining authorization for an Internet account.

(1) Due to the higher usage costs of subscription internet services, departments are discouraged from accessing the Internet via providers such as Compuserve, America-on-line, Prodigy, IO, Delphi or any other commercial provider using Travis County computing resources as a vehicle. Travis County is an authorized Internet service provider for county employees. All employees so authorized are encouraged to

access the Internet via County local area network connections (if available) or through the ITS Internet Dialup Server.

(2) In order to obtain authorization for use of county equipment for access to Internet via either lan connections or the ITS dialup server, employees will need to complete an "Online Services Access Request Form" and obtain approval from their department head or elected official. If approved the departmental single point of contact will forward the request to the Internet Committee for secondary approval. Committee approval will be based upon resource availability and verification that funding for the necessary equipment and software is available. Once secondary approval is received, completed paperwork will be forwarded to ITS for installation and provision of services. Once setup and installation is completed, the necessary userid and addressing information will be forwarded to the departmental single point of contact.

(n) Procedure for dissemination of public information via online services

(1) The Travis County Commissioners Court authorizes the establishment of the Travis County Web Site to disseminate information to the public.

(2) Each page of the web site must be authorized by an Appointed or Elected Official in writing to the Executive Manager for Administrative Operations, who will ensure that this County resource is shared fairly among all departments. The executive manager's decisions are subject to appeal to the Commissioners Court pursuant to section 1.003 (a) (1) of the Travis County Manual.

3/28/95  
Original

## CHAPTER 59. HELICOPTER PROTOCOLS

### § 59.001 Helicopter Medical Protocols

#### (a) Who can Request

- (1) EMS
- (2) Law Enforcement Officers
- (3) Physicians (out-of-County)

#### (b) How

- (1) Austin-Travis County - Austin EMS
- (2) Out-of-County - 1-800-XXX-STAR
- (3) Statement of unstab ALS

#### (c) Helicopter Patients

##### (1) Trauma

- (A) Head injuries
- (B) Potential spinal cord injuries
- (C) Blunt and penetrating trauma to chest and/or abdomen
- (D) Traumatic amputation
- (E) Two or more long bone fractures
- (F) Near drowning
- (G) Unstable snake bites
- (H) Major burns/smoke inhalation
- (I) Electrical burns

##### (2) Medicine (Austin-Travis County, Hospital to Hospital Transfers)

- (A) Symptoms of clinical shock (including G.I. bleeders)
- (B) Unstable MI
- (C) Anaphylactic shock

- (D) Compromising respiratory condition
- (E) Continuous seizures
- (F) Unstable stroke
- (G) Any unconscious persons
- (H) No **CPR** patients from service area hospitals will be accepted.

**§ 59.002** Communications Protocols for Helicopter Service

(a) Helicopter may be requested (except #2) on the following types of incidents:

(1) Patients whose transport time to Brackenridge Trauma Center is 15 minutes plus.

(2) Patients where ALS response would be greater than 15 minutes. Current protocols of ground medic unit dispatch will be utilized unless confirmation of ALS is received. Then aid unit can be dispatched along with the helicopter.

(3) Rescue Situations; i.e., high-rise, swift water, and inaccessible areas.

(4) Extended Extrication when the helicopter will expedite transport back to Brackenridge Trauma Center (Austin and Travis County only).

(5) Physician Intervenor (Brackenridge ER physician) is required on the scene (within Travis County).

(6) Hospital to Brackenridge Trauma Center emergency transports (out-of-County).

**§ 59.003** Communication Protocol for Information On Helicopter Dispatch

(a) On-Scene

(1) Requestor

(2) Exact location (landmarks)

(3) Landing Site - 60' x 60' (for Bell 206LIII), clearing, free of power lines and debris

Landing Site 60' x 60' [Bell 412SP) clearing, free of power lines and debris

(4) How marked?

(5) Patient and situation information

(6) Weather conditions

(b) Hospital to Brackenridge Trauma Center

(1) Requestor must be physician

(2) Transfer must be accepted by Brackenridge ER physician

(3) Exact location of hospital (landmarks)

(4) Landing site - same as above

(5) How marked?

(6) Weather conditions

(7) Patient information - situation - transfer to Brackenridge Trauma Center for physician contact

#### **§ 59.004** General Information

(a) Because of weight and space limitations and safety considerations, no family members will be allowed aboard helicopter.

(b) **As** approved by the Travis County Medical Society EMS **Committee** on April **9, 1985**; approved by Commissioners Court on April 12, 1985.

(c) As reviewed by the EMS Quality Assurance Team on April 2, 1985; the Brackenridge Trauma Committee on April **18, 1985**; and the Brackenridge Emergency Room Committee on April 16, 1985.

#### **§ 59.005** Non-Medical Emergencies

(a) Who Can Request

(1) Law enforcement agencies inside Travis County

(2) Firefighting agencies inside Travis County

(3) Emergency Management agencies inside Travis County

(b) How

(1) Contacting Travis County EMS Director

(c) Nature of Missions

(1) Any situation in which life or property is in immediate danger of damage or destruction, and the helicopter would serve to decrease the danger or destruction

(2) Any situation in which the local agency sees a definite advantage in helicopter assistance that would speed an operation and increase the safety of agency personnel and the citizens of Travis County

(d) Aircraft Utilization

(1) All requests will be fulfilled using the primary EMS helicopter until the backup helicopter can be placed into service.

(2) At anytime during a non-medical emergency response that an EMS call is received and the primary helicopter is in use, the non-medical emergency will be terminated immediately and the helicopter will respond to the medical emergency.

(e) Payment

(1) All agencies utilizing the EMS helicopter service will be billed at a rate of \$300.00 per flight hour for the Long ranger and **\$250.00** per flight hour for the Jet Ranger, unless another contractual arrangement exists (rates subject to changes as approved by Commissioners Court).

(f) Request

(1) Must come from the departments elected official or department head.

(2) Must include exact nature of request.

(3) Must include names of personnel authorized to be onboard aircraft.

(4) Must include information as to site at which aircraft will pick up passengers and site at which mission will designate.

§ 59.006 Non-Emergency

(a) Who Can Request

(1) Any County departments or office that has funds budgeted for helicopter utilization.

(b) Nature of Requests



(1) Should be specifically dedicated to an existing County operation and be readily identifiable as satisfying a County function which cannot be achieved by another means, or which would be significantly improved by use of the aircraft.

(c) How to Request

(1) Should be made in writing, to the Travis County EMS Department.

(2) Should include complete description of the proposed project and statement of why helicopter would benefit the project.

(3) Any project not immediately identifiable to the Director of EMS as being necessary to satisfy a County function will be submitted for Commissioners' Court approval.

(d) Out of County

(1) **Must** receive prior approval of Department Director or Director of Operations-Aviation.

03-28-95  
original

## TITLE V. HEALTH AND PUBLIC SAFETY

### SUBTITLE B. PUBLIC SAFETY

#### CHAPTER 63. EMERGENCY MANAGEMENT PLAN

##### § 63.001 Foreword

(a) As Emergency Management Director, the County Judge is charged with the responsibility to develop and implement an Emergency Management Plan in Travis County, Texas. The heaviest emphasis in the past was on preparedness and response to all risks: attack, man-made emergencies, and natural disasters. Added emphasis is now placed on mitigation and recovery to round-out the four phases of emergency management.

(b) The situations addressed by this plan are those in which the actions of many different agencies must be coordinated. This major coordination effort differs from those emergencies handled on a daily basis by local fire, law enforcement, and medical services personnel.

(c) This Emergency Management Plan attempts to be all inclusive in combining the four phases of emergency management which are 1) mitigation: those activities which eliminate or reduce the probability of disaster; 2) preparedness: those activities which governments, organizations, and individuals develop to save lives and minimize damage; 3) response: those activities that occur during an emergency and are designed to prevent loss of lives and property and provide emergency assistance; and 4) recovery: short- and long-term activities which return all systems to normal or improved standards.

##### BASIC PLAN

##### § 63.002 Authority

(a) This plan applies to and has been approved by Travis County.

(b) The organizational and operational concepts set forth in this plan are promulgated under the following authorities:

(1) Federal

(A) Federal Civil Defense Act of 1950, PL 81-920 as amended

(B) The Disaster Relief Act of 1974, PL 93-288 as amended

(C) Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707

(D) Emergency Management and Assistance, Code of Federal Regulations, Title 44

(E) Title 111, of the Superfund Amendments and Reauthorization Act of 1986, (SARA), PL 99-499 as amended

(2) State

(A) The Texas Disaster Act of 1975, V.T.C.A. Government Code Title 4 Chapter 418

(B) Executive Order of the Governor

(C) Attorney General Opinion MW-140

(D) Hazard Communication Act, Title 83, Article 5182b

(E) Texas Hazardous Substances Spill Prevention and Control Act, Chapter 26, Subchapter G, Texas Water Code

(F) State Solid Waste Disposal Act, Texas Civil Statutes Article 4477-7

(3) Local

(A) Commissioner's Court Order #. Date December \_\_\_\_\_ 1992

§ 63.003 Purpose

This plan seeks to mitigate the effects of a hazard, to prepare for measures to be taken which will preserve life and minimize damage, to respond during emergencies and provide necessary assistance, and to establish a recovery system in order to return the community to its normal state of affairs. This plan attempts to define in a straightforward manner who does what, when, where, and how in order to mitigate, prepare for, respond to, and recover from the effects of war, natural disaster, technological accidents, and other major incidents.

§ 63.004 Situation and Assumptions

(a) Situation:

(1) Travis County is exposed to many hazards, all of which

have the potential for disrupting the community, causing damage, and creating casualties. Possible natural hazards include floods, tornadoes, fires, winter storms and earthquakes. There is also the threat of a war-related incident such as a nuclear, biochemical, or conventional attack. Other disaster situations could develop from a hazardous materials accident, conflagration, major transportation accident, terrorism or civil disorder. Additional detail is provided in the Travis County Hazards **Analysis/Identification.**

(b) Assumptions:

(1) Travis County will continue to be exposed to the hazards noted above as well as others which may develop in the future.

(2) Outside assistance will be available in most emergency situations affecting this county. Although this plan defines procedures for coordinating such assistance, it is essential for Travis County to be prepared to carry out emergency response and short-term actions on an independent basis.

(3) It is possible for a major disaster to occur at any time, and at any place in the county. In some cases, dissemination of warning and increased readiness measures may be possible. However, many disasters and events can, and will, occur with little or no warning.

(4) Local government officials recognize their responsibilities for the safety and well-being of the public and will assume their responsibilities in the implementation of this emergency management plan.

(5) Proper implementation of this plan will reduce or prevent disaster-related losses.

**8 63.005** Concept of Operations

(a) General:

(1) It is the responsibility of government to protect life and property from the effects of hazardous events. Local government has the primary responsibility for emergency management activities. This plan is based upon the concept that the emergency functions for various agencies/organizations involved in emergency management will generally parallel normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases. Day-to-day functions that do not contribute directly to the emergency may be suspended for the duration of any emergency. The efforts that would normally be required for those functions will be redirected to the accomplishment of emergency tasks by the agency concerned.

(2) A local state of emergency or disaster may be declared by the presiding officer of Travis County (County Judge). The effect of the declaration is to activate the recovery and rehabilitation aspects of the plan and to authorize the furnishing of aid and assistance. When the emergency exceeds local government capability to respond, assistance will be requested from neighboring jurisdictions and/or the state government.

(b) Phases of Management:

(1) This plan follows an all-hazard approach and acknowledges that most responsibilities and functions performed during an emergency are not hazard-specific. Likewise, this plan accounts for activities before and after, as well as during emergency operations; consequently, all phases of emergency management are addressed as shown below:

(A) Mitigation: Mitigation activities are those which eliminate or reduce the probability of a disaster occurring. Also included are those long-term activities which lessen the undesirable effects of unavoidable hazards.

(B) Preparedness: Preparedness activities serve to develop the response capabilities needed in the event an emergency should arise. Planning and training are among the activities conducted under this phase.

(C) Response: Response is the actual provision of emergency services during a crisis. These activities help to reduce casualties and damage and speed recovery. Response activities include warning, evacuation, rescue, and other similar operations.

(D) Recovery: Recovery is both a short-term and long-term process. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal, or improved, state of affairs. The recovery period is also an opportune time to institute mitigation measures, particularly those related to the recent emergency. Examples of recovery actions would be temporary housing and food restoration of non-vital government services, debris removal, and reconstruction of damaged areas.

§ 63.006 Organization and Assignment of Responsibilities

(a) General:

(1) The County Judge is responsible for emergency management planning and operations for the unincorporated areas of the

county. (The Mayor of each incorporated municipality is responsible for emergency management planning and operations within the corporate city limits of that jurisdiction).

(2) Most of the departments within Travis County have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining their own emergency management procedures. Specific responsibilities are outlined below under the section entitled Task Assignments as well as in individual annexes. Attachment 3 details how Travis County is organized for emergencies. Attachments 4 and 5 illustrate functional responsibilities and annex assignment, respectively.

(b) Organization:

(1) Executive Group: The Executive Group is referred to in this plan as a single body but in fact has several components with representation from each local political jurisdiction within the emergency management program. Each representative is responsible for the activities conducted within, their jurisdictions. The members of the Group include both elected and appointed executives with certain legal responsibilities such as: the County Judge and Commissioners, and Emergency Management Coordinator.

(2) Emergency Services: These groups include those services required for an effective emergency management program.

(c) Executive Group Responsibilities:

(1) The County Judge is primarily responsible for:

(A) Directing the overall preparedness program for Travis County

(B) Making emergency policy decisions

(C) Declaring a local state of disaster when necessary

(D) Implementing the emergency powers of local government (See Section VI-C, Emergency Authority)

(E) Keeping the public and the Disaster District informed of the situation with the assistance of the Public Information Officer

(F) Requesting outside assistance when necessary, either from the Disaster District or from other jurisdictions in accordance with existing Mutual Aid Agreements

(2) The City Emergency Management Coordinator is responsible for:

(A) Assuring that all city departments develop, maintain, and exercise their respective service annexes and SOP's to this plan

(B) Supporting the overall preparedness program in terms of its budgetary and organizational requirements

(C) Serving as controller of the EOC during its activation

(D) Implementing the policies and decisions of the city council

(E) Directing the emergency operational response of city services

(3) The Travis County Emergency Management Coordinator is responsible for:

(A) Serving as staff advisor to the County Judge on emergency matters

(B) Coordinating the planning and preparedness activities of the government and maintenance of this Plan

(C) Analyzing the emergency skills needed by the county forces and arranging the training necessary to provide those skills

(D) Preparing and maintaining a resource inventory

(E) Ensuring the operational capability of the EOC

(F) Activating the EOC

(G) Keeping the governing body apprised of the Travis County preparedness status and anticipated needs

(H) Serving as day-to-day liaison among the Travis County, and state emergency management organizations

(I) Maintaining liaison with organized emergency volunteer groups and private agencies

(J) Initiating and monitoring the increased readiness actions among the Travis County services when disaster threatens (Refer to Section VII, Increased Readiness Conditions).

(K) Preparing and maintaining Annex 'T' (Training) to this plan and supporting Standing Operating Procedures (SOPs)

(L) Maintaining the Crisis Relocation Plan (CRP) and the Community Shelter Plan (CSP) for Travis County

(M) Prepare and maintain Annex N (EOC/Direction and Control) to this plan and supporting Standing Operating Procedures (SOPs)

(4) Emergency Services' Responsibilities Assigned to:

(A) WARNING: County Sheriff/Incorporated Areas - Police Chief

(i) Disseminate emergency public information as requested

(ii) Receive and disseminate warning information to the public and key Travis County Officials

(iii) Prepare and maintain Annex A (Warning) to this plan and supporting Standing Operating Procedures (SOPs)

(B) COMMUNICATIONS: County Sheriff Incorporated Areas, Police Chief

(i) Establish and maintain emergency communication systems

(ii) Coordinate use of all public and private communication systems necessary during emergencies (including EMS)

(iii) Manage and coordinate all emergency communication operations within the EOC once activated

(iv) Prepare and maintain Annex B (Communications) to this plan and supporting Standing Operating Procedures (SOPs)

(C) EOC DIRECTION AND CONTROL: County Judge or Designated Appointee

(i) Direct and control local operating forces

(ii) Maintain contact with support EOCs, neighboring jurisdictions, and Disaster District #3

(iii) Maintain EOC in an operating mode at all times or be able to convert EOC space into an operating condition

(iv) Assign representatives by title to report to the EOC and develop procedures for crisis training

(v) Develop and identify duties of staff, use of displays and message forms, and procedures for EOC



activation

(vi) Prepare and maintain Annex N (EOC/Direction and Control) and supporting Standing Operating Procedures (SOPs)

(D) SHELTER/MASS CARE: Human Services Director Red Cross

(i) Coordinate and assist in maintenance of the Community Shelter Plan (CSP)

(ii) Supervise the Shelter Management program (stocking, marking, equipping, etc.) for natural disaster and/or fallout shelters

(iii) Coordinate support with other Travis County departments, relief agencies, and volunteer groups

(iv) Prepare and maintain Annex C (Shelter and Mass Care) and supporting Standing Operating Procedures (SOPS)

(E) RADIOLOGICAL PROTECTION: Fire Chief Emergency Medical Services

(i) Establish and maintain a radiological monitoring and reporting network

(ii) Secure initial and refresher training for instructors and monitors

(iii) Provide input to the statewide monitoring and reporting system

(iv) Under fallout conditions, provide county officials and department heads with information on fallout rates, fallout projections, and allowable doses

(v) Coordinate radiological monitoring throughout the Travis County area of responsibility

(vi) Provide monitoring services and advice at the scene of accidents involving radioactive materials

(vii) Prepare and maintain Annex D (Radiological Protection) to this plan and supporting Standing Operating Procedures (SOPs)

(F) EVACUATION: Emergency Management Coordinator Police Chief, Sheriff, Fire Chief

(i) Define responsibilities of county departments and private sector groups

(ii) Identify high hazard areas and number of potential evacuees

(iii) Coordinate evacuation planning to include:

- a. Movement control
- b. Health/medical requirements
- c. Transportation needs
- d. Emergency Public Information (EPI) materials
- e. Shelter/Reception
- d. Prepare and maintain Annex E (Evacuation) to this plan and supporting Standing Operating Procedures (SOPs)

(G) FIRE: Fire Chief Emergency Medical Services

- (i) Fire prevention
- (ii) Fire suppression
- (iii) Inspection of damaged area for fire hazards
- (iv) Hazardous spills containment and clean-up
- (v) Inspection of shelters for fire hazards
- (vi) Prepare and maintain Annex F (Fire Services and Annex Q (Hazardous Materials Response) to this plan and supporting Standing Operating Procedures (SOPS)

(H) LAW ENFORCEMENT: County Sheriff, Chief of Police of Local Jurisdictions Incorporated Areas

- (i) Law enforcement
- (ii) Traffic control
- (iii) Crowd control
- (iv) Isolation of damaged area
- (v) Damage reconnaissance and reporting
- (vi) Explosive ordinance reconnaissance
- (vii) Weather reconnaissance
- (viii) Evacuation of areas at risk
- (ix) Prepare and maintain Annex G (Law Enforcement) to this plan and supporting Standing Operating Procedures (SOPS)

(I) HEALTH AND MEDICAL: Health Department

(i) Coordinate planning efforts of hospital and other health facilities with county planning requirements

(ii) Coordinate patient loads of health facilities during emergencies

(iii) Coordinate triage, first aid, and EMS activities during medical emergencies

(iv) Develop emergency health and sanitation standards and procedures

(v) Prepare and maintain Annex H (Health and Medical) to this plan and supporting Standing Operating Procedures (SOPs)

(J) EMERGENCY PUBLIC INFORMATION: Travis County Executive Liaison

(i) Conduct on-going hazard awareness and public education programs

(ii) Compile and prepare emergency information for the public in case of emergency

(iii) Arrange for media representatives to receive regular briefings on the county status during extended emergency situations

(iv) Secure printed and photographic documentation of the disaster situation

(v) Handle unscheduled inquiries from the media and the public

(vi) Prepare and maintain Annex I (Emergency Public Information) to this plan and supporting Standing Operating Procedures (SOPs)

(K) DAMAGE ASSESSMENT: Director, Public Works

(i) Establish a damage assessment team from among Travis County departments with assessment capabilities and responsibilities

(ii) Train and provide damage plotting team to EOC

(iii) Develop systems for reporting and compiling information on deaths, injuries, dollar damage to tax-supported facilities, and to private property

(iv) Assist in determining geographic extent of damaged area

(v) Compile estimates of damage for use by Travis County officials in requesting disaster assistance

(vi) Evaluate effect of damage on Travis County economic index, tax base, bond ratings, insurance ratings, etc., for use in long-range recovery planning

(vii) Prepare and maintain Annex J (Damage Assessment) to this plan and supporting Standing Operating Procedures (SOPs)

(L) PUBLIC WORKS, ENGINEERING: Director, Public Works

(i) Barricading of hazardous areas

(ii) Priority restoration of streets and bridges

(iii) Protection and/or restoration of waste treatment and disposal systems

(iv) Augmentation of sanitation services

(v) Assessment of damage to streets, bridges, traffic control devices, waste water treatment system, and other public works facilities

(vi) Debris removal

(vii) Assessment of damage to county-owned facilities

(viii) Condemnation of unsafe structures

(ix) Direct temporary repair of essential facilities

(x) Prepare and maintain Annex K (Public Works, Engineering) to this plan and supporting Standing Operating Procedures (SOPs)

(M) UTILITIES: Public Works, Public Utilities, Private Utilities

(i) Priority restoration of electrical service to vital facilities

(ii) Provision of emergency power sources as required

(iii) Coordination of private utilities recovery activities

(iv) Restoration of water treatment and supply services

(v) Damage assessment and identification of recovery times for affected utility systems

(vi) Prepare and maintain Annex L (Utilities) to this plan and supporting Standing Operating Procedures (SOPs)

(N) RESOURCE MANAGEMENT: Human Resources Mgmt.4

(i) Establish procedures for employing temporary personnel for disaster operations

(ii) Establish and maintain a manpower reserve

(iii) Coordinate deployment of reserve personnel to Travis County departments requiring augmentation

(iv) Establish emergency purchasing procedures and/or a disaster contingency fund

(v) Maintain records of emergency-related expenditures for purchases and personnel

(vi) Prepare and maintain Annex M (Resource Management) to this plan and supporting Standing Operating Procedures (SOPs)

(O) HUMAN SERVICES: Human Services Dept.

(i) Identify emergency feeding sites

(ii) Identify sources of clothing for disaster victims

(iii) Secure source of emergency food supplies

(iv) Coordinate operations of shelter facilities, whether they are operated by Travis County, local volunteers, or organized disaster relief agencies such as the American Red Cross

(v) Coordinate special care requirements for sheltered groups such as unaccompanied children, the aged, and others

(e) Prepare and maintain Annex O (Human Services) to this plan and supporting Standing Operating Procedures (SOPs)

(P) TRANSPORTATION: Emergency Mgmt. Coordinator

(i) Identify local transportation resources and arrange for their use in emergencies

(ii) Coordinate deployment of transportation equipment to Travis County services requiring augmentation

(iii) Establish and maintain a reserve pool of drivers, maintenance personnel, parts and tools

(iv) Maintain records on use of privately-owned transportation equipment and personnel for purpose of possible reimbursement

(v) Prepare and maintain Annex S (Transportation) to this plan and supporting Standing Operating Procedures (SOPs)

(Q) LEGAL: County Attorney, City Attorney

(i) Advise Travis County officials on emergency powers of local government and necessary procedures for invocation of measures to:

- a. implement wage, price, and rent controls
- b. establish rationing of critical resources
- c. establish curfews
- d. restrict or deny access
- e. specify routes of egress
- f. limit or restrict use of water or other utilities
- g. use any publicly or privately-owned resource with or without payment to the owner
- h. remove debris from publicly or privately owned property

(ii) Review and advise Travis County officials on possible liabilities arising from disaster operations, including the exercising of any or all of the above powers

(iii) Prepare and/or recommend legislation to implement the emergency powers which may be required during an emergency

(iv) Advise Travis County officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers

(v) Prepare and maintain Annex U (Legal) to this plan and supporting Standing Operating Procedures

(SOPS)

(R) RESCUE: Fire Chief, EMS Chief

(i) Coordinate search and rescue activities

(ii) Maintain a reserve pool of manpower and equipment for rescue purposes

(iii) Prepare and maintain Annex F (Fire & Rescue) to this plan and supporting Standing Operating Procedures (SOPS)

(S) HAZARD MITIGATION: City/County Emergency Management Coordinator

(i) Overall management of the hazard mitigation program

(ii) Prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting Standing Operating Procedures (SOPS)

(5) Other Agencies' Responsibilities

(A) Other department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of the County Judge.

#### § 63.007 Direction and Control

(a) General

(1) The County Judge, as Emergency Management Director of the County, is responsible for assuring that coordinated and effective emergency response systems are developed and maintained. Existing agencies of government will perform emergency activities closely related to those they perform routinely. Specific positions and agencies are responsible for fulfilling their obligations as presented in the Basic Plan and individual annexes. As EOC controller, the County Judge or designated appointee (special elected Commissioner) will provide overall direction of the response activities of all Travis County departments. Department heads will retain control over their employees and equipment unless directed otherwise by the Emergency Management Director. Each agency will be responsible for having its own standing operating procedures to be followed during response operations.

(2) Outside assistance, whether from other political jurisdictions or from organized volunteer groups, will be requested and used only as an adjunct to existing Travis

County services, and only when the emergency situation threatens to expand beyond the Travis response capabilities. Requests for State or federal assistance are covered in SECTION IX.

(b) Emergency Operating Center (EOC)

(1) Response activities will be coordinated from the Emergency Operating Center, which is located at 1621 Festival Beach Road. The EOC will be activated upon notification of a possible or actual emergency. EOC responsibilities and activation procedures are addressed in Annex N (EOC/Direction and Control). During emergency situations, certain agencies will be required to relocate to the EOC. During large-scale emergencies, the EOC will in fact become the seat of government for the duration of the crisis.

(c) Emergency Authority

(1) A compilation of primary State and local legal documents pertaining to emergency management is shown in Attachment 2.

(2) In accordance with the Texas Disaster Act of 1975, as amended (Section 418.106 and 418.108) the County Judge may take extraordinary measures in the interest of effective emergency management. Procedures associated with emergency powers are contained in Annex U (Legal). These powers include, but are not limited to:

(A) Declaration of a local state of disaster

(B) Wage, price, and rent controls and other economic stabilization methods

(C) Curfews, blockades, and limitations on utility use

(D) Rules governing entrance and exit from the affected area

(E) Other security measures

(3) All physical resources within Travis County, whether publicly or privately owned, may be utilized when deemed necessary by the County Judge. Travis County assumes no financial or civil liability for the use of such resources; however, accurate records of such use will be maintained in case reimbursement becomes possible.

(4) As provided in the Texas Disaster Act of 1975, as amended and the Executive Order of the Governor, the County Judge may exercise the same powers, on an appropriate local scale, granted to the Governor.



§ 63.008 Increased and Readiness Conditions

(a) Most emergencies follow some recognizable build-up period during which actions can be taken to achieve a state of maximum readiness. General departmental actions are outlined in the appropriate annexes while more specific actions will be detailed in the SOPs.

(b) The following INCREASED READINESS CONDITIONS will be used as a means of increasing the Travis County alert posture.

(1) Normal Operation: The term "Normal Operation" will be used by Travis County to denote a situation that causes a higher degree of readiness than is normally present.

(A) "Normal Operation" actions could be triggered by the onset of a particular hazard vulnerability season such as: hurricane season, tornado season, flash flood season, fire threats due to severe drought, etc.

(B) An increase in international tensions could also trigger a "Normal Operation."

(C) The potential for local civil unrest could also trigger a "Normal Operation."

(D) Declaration of "Normal Operation" by the Emergency Management Director/Coordinator will generally require the initiation of the increased readiness activities identified in each Annex.

(2) Stand-By Condition: The term "Stand-By Condition" will be used by Travis County to refer to a situation which presents a greater potential threat than "Normal Operation", but poses no immediate threat to life and/or property. This condition includes situations that could develop into a hazardous condition.

(A) "Stand-By Condition" actions could be generated by severe weather watch information issued by the National Weather Service such as:

(i) Hurricane Watch: Issued whenever a hurricane becomes a possible threat, and evacuation of coastal areas may be required.

(ii) Tornado Watch: Issued to alert persons to the possibility of tornado development in a specified area for a specified period of time. Persons in watch areas should maintain their daily routine, but be prepared to respond to a tornado warning.

(iii) Flash Flood Watch: Issued to alert persons to possibility of flash flooding in a designated

area due to heavy rains occurring or expected to occur. Persons should remain alert and be prepared to take immediate action.

(iv) Winter Storm Watch: Issued when there is a threat of severe winter weather in a particular area.

(B) Stand-By Condition: actions could be generated when the international situation has deteriorated to the point that enemy attack is a possibility. This condition probably would allow sufficient time for an orderly evacuation and/or preparation of shelters.

(i) "Stand-By Condition" actions could also be generated when small-scale, localized civil unrest is present.

(ii) Declaration of "Stand-By Condition" by the Emergency Management Director/Coordinator will generally require the initiation of the increased readiness activities identified in each Annex.

(3) Limited Emergency: The term "Limited Emergency" will be used by Travis County to signify a hazardous situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public.

(A) "Limited Emergency" actions could be triggered by severe weather warning information issued by the National Weather Service such as:

(i) Hurricane Warning: Issued when hurricane conditions are expected in a specified coastal area in 24 hours or less. Hurricane conditions include:

a. Sustained winds of 74 mph or higher and/or dangerously high water or a combination of dangerously high water and exceptionally high waves, even though expected winds may be less than hurricane force.

(ii) Tornado Warning: Issued when a tornado has actually been sighted in the vicinity or indicated by radar, and may strike in the local area.

(iii) Flash Flood Warning: Issued to alert persons that flash flooding is imminent or occurring on certain streams or designated areas, and immediate action should be taken.

(iv) Winter Storm Warning: Issued when heavy snow (4 inches or more in a 12-hour period or 6 inches

or more in a 24-hour period), sleet, or freezing rain are forecast to occur separately or in combination.

(B) "Limited Emergency" actions could be generated when the international situation has deteriorated to the point that enemy attack is probable. This condition may/may not allow sufficient time for an orderly evacuation.

(C) "Limited Emergency" actions could also be triggered by civil disorder with relatively large-scale localized violence.

(D) "Limited Emergency" actions could most likely be generated by any condition that will probably require large-scale evacuation of the general public such as hurricanes, dam failures, nuclear power plant accidents and/or major HAZMAT incidents. Large-scale evacuations require sufficient decision, warning, and execution time to be successful.

(E) Declaration of "Limited Emergency" by the Emergency Management Director/Coordinator will generally require the initiation of the increased readiness activities identified in each Annex.

(4) General Emergency: The term "General Emergency" will be used by Travis County to signify that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a "Limited Emergency" event.

(A) "General Emergency" actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent, such as:

(i) Hurricane landfall predicted in 12 hours or less.

(ii) Tornado sighted especially close to a populated area or moving towards a populated area.

(iii) Flooding is imminent or occurring at specific locations.

(B) "General Emergency" actions could be generated when an enemy attack is imminent based upon the evaluation of intelligence data. This warning (ATTACK WARNING) is declared and disseminated by the FEMA National Warning Center over the FEMA National Warning System (NAWAS).

(C) "General Emergency" actions could also be implemented when civil disorder precipitates large-scale

and wide-spread violence.

(D) Declaration of "General Emergency" by the Emergency Management Director/Coordinator will generally require the initiation of the increased readiness activities identified in each Annex.

#### **§ 63.009 Continuity of Government**

##### **(a) Line of Succession**

(1) Line of Succession within the county is from the Judge to the Commissioners in order of their seniority.

(2) Line of Succession to the Emergency Management Coordinator will be the Deputy Coordinator followed in order by the appointed Senior Commissioner.

(3) Line of Succession to each department head are according to the **SOPs** established by each department.

##### **(b) Preservation of Records**

(1) In order to provide normal government operations following a disaster, vital records must be protected. These would include legal documents, as well as personal documents such as property deeds and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency assigned the preparation of any annex will develop **SOPs** to insure the protection of vital records.

#### **§ 63.010 Administration and Support**

(a) Support - Requests for state or federal assistance, including the Texas National Guard or other military services, will be made to the Disaster District Committee **68**. All requests will be made by the County Judge or by another official duly authorized by the County Judge.

(b) Agreements and Understandings - Should local resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions and other agencies in accordance with existing or emergency-negotiated mutual-aid agreements and understandings. Such assistance may take the form of equipment, supplies, personnel, or other available capabilities. All agreements will be entered into by duly authorized officials and will be formalized in writing whenever possible.

(c) Reports and Records - Required reports will be submitted to the appropriate authorities in accordance with individual annexes.

(d) Relief Assistance - All individual relief assistance will be provided in accordance with the policies set forth in State and federal provisions.

(e) Consumer Protection - Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the State Attorney General's Consumer Protection Division.

#### **§ 63.011 Plan Development, Maintenance and Implementation**

(a) If a plan is to be effective, its contents must be known and understood by those who are responsible for its implementation. The Director/Coordinator will brief the appropriate public/private officials concerning their role in emergency management and ensure proper distribution of the plan and changes.

(b) All agencies will be responsible for the development and maintenance of their respective annexes and SOPs identified in SECTION V, Organization and Assignment of Responsibilities.

(c) The County Judge will ultimately be responsible for insuring that an annual review of the plan is conducted by all officials involved and that the plan is recertified biennially by the chief elected officials of Travis County.

(d) The plan will be updated, as necessary, based upon deficiencies identified by drills and exercises, changes in local government structure, technological changes, etc. The County Judge will incorporate approved changes to the plan and will forward changes to all organizations and individuals identified as having responsibility for implementation. Revised pages will be dated and marked to show where changes have been made. The plan will be activated at least once a year in the form of a simulated emergency in order to provide practical experience to those having EOC responsibilities.

(e) This plan supersedes and rescinds all previous editions of the Travis County Emergency Management Plan and is effective upon signing by the County Judge. If any portion of this plan is held invalid by judicial or administrative ruling, such ruling shall not affect the validity of the remaining portions of the plan.

(f) Failure to comply with the provisions of this plan, or with a rule or order, adopted under this plan, may be punishable by a fine not to exceed \$1,000. Each day a violation continues shall constitute a separate and distinct violation.

\_\_\_\_\_  
Bill Aleshire (Date)  
County Judge, Travis County

.EXHIBITA

**CHAPTER 76: POLICY AND PROCEDURES FOR DESIGNATED  
PARKING RESERVED FOR MOBILITY IMPAIRED INDIVIDUALS**

**§ 76.001**

(a) The owners of property utilized for the parking of vehicles have realized the need for providing appropriately located parking places on these properties, specifically for the parking of the vehicles that are driven by or transporting those individuals who are mobility impaired, and have chosen to designate certain parking spaces for such exclusive use; and

(b) These parking places are not currently being posted, marked and designated as parking reserved for mobility impaired individuals in any kind of a uniform matter precluding their immediate and definite recognition as reserved parking; and,

(c) There are certain individuals who are not mobility impaired who chose to disregard the parking owner's intent that the certain designated spaces be utilized solely by persons who are mobility impaired or are transporting a person so impaired; and,

(d) Vernon's Civil Statutes Article 6675-5e.1, Section 6A, allows for the Commissioners' Court to extend the enforcement of laws pertaining to parking areas reserved for those privately owned properties used for the parking of vehicles and to require the owners to post, mark and designate the parking for mobility impaired in accordance with the rules promulgated by the State Purchasing and General Services Commission under Subsection (c) of Section 7.05 of the State Purchasing and General Services Act (V.T.C.S. Art. 601b).

(e) The Commissioners' Court, in also recognizing the need for parking to be provided for mobility impaired persons, desires that the enforcement provisions of V.C.S. 6675-5e.1, Section 10 be applied to those parking areas that are privately owned and that to aid in the enforcement of this statute that all parking areas designated for exclusive use by mobility impaired individuals be uniformly designated and marked,

(f) .IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the enforcement provisions of Section 10, V.C.S. 6675-5e.1 shall also apply to those parking areas in the County that are privately owned which have parking spaces designated for the exclusive use of mobility impaired individuals that are marked in accordance with the rules promulgated by the State Purchasing General Services Commission under Subsection (c) of Section 7.05 of the State Purchasing and General Services Act (V.T.C.S. Art 601b).

CHAPTER 77. DISABLED PARKING ENFORCEMENT  
VOLUNTEER PROGRAM HISTORY,  
LEGAL AUTHORITY AND IMPLEMENTATION

**§ 77.001 Purpose**

To develop a program designed to assist City of Austin and Travis County officers by establishing a core of 20 volunteers who would be responsible for issuing citations within the Travis County limits to vehicles parked illegally in spaces on public and private property, blocking ramps or any other access reserved for people with disabilities.

**§ 77.002 Legal Authority**

(a) State Disabled-parking Law: Tex. Rev. Civ Stat. Ann. art. 6675a-6A(e) (Vernon supp. 1995)

(b) The Texas Legislature passed a statute providing for the designation of disabled parking spaces by political subdivisions and by owners of property used for parking, which provides penalties for persons who park motor vehicles in disabled parking spaces when such vehicles do not display a specially designed license plates for vehicles used by or for persons with disabilities or a disabled person identification card for persons with disabilities.

(c) The statute also authorizes political subdivisions to designate people who are United States citizens to issue citations on any vehicle found to be parked in a parking space or parking area designated for the exclusive use of vehicles transporting persons with disabilities.

**§ 77.003 Requirements and Limitation of Volunteers**

(a) Volunteers are required to complete a training class on disabled-parking enforcement, conducted by the Travis County Constable's Office. Volunteers are also required to sign a release for any potential personal or property damages that might occur while working in this capacity, and sign a waiver stating that they understand they will not be covered by workers compensation.

(b) The selected volunteers for the program are subject to the following limitations:

(1) No disabled-parking enforcement volunteer shall be deemed a peace officer, nor receive any compensation from Travis County while in the capacity of a disabled-parking volunteer.

(2) No disabled-parking enforcement volunteer shall be

required to complete a training as a peace officer.

(3) No disabled-parking enforcement volunteer shall have the power or duty to enforce other traffic or civil or criminal laws.

(4) No disabled-parking enforcement volunteer shall possess or carry firearms or other weapons for the purpose of or while enforcing the disabled-parking law.

(5) No disabled-parking enforcement volunteer shall be entitled to any indemnification from the State of Texas or Travis County for any injury or property damage sustained as a result of enforcement activities. Each disabled-parking enforcement volunteers shall specifically acknowledge that such disabled- parking enforcement volunteer has no rights to any claim of injury or property damage resulting from disabled parking enforcement activities.

(6) No government, agency, department or officer of the State of Texas or Travis County shall be liable or accountable for any act or omission of any person liable or accountable for any act or omission of any person appointed to issue disabled-parking citations pursuant to this Statute. Each disabled-parking enforcement volunteer shall specifically hold harmless Travis County, its employees, officers, and agents from liability for any such act or omission by such parking enforcement specialist.

#### **§ 77.004 Enforcement Area**

(a) Volunteer disabled-parking enforcement officers are authorized to issue citations for violations of disabled parking regulations within the limits of Travis County. This authority does not extend beyond the limits of Travis County.

(b) A map of Travis County including the Justice and constable boundary lines is included in this training manual. Do not issue a citation unless you are certain that the area is within Travis County. If you are uncertain about an area, call 473-9100.

(c) Volunteers are authorized to issue citations on public property, and on private property where handicap parking spaces have been properly designated.

#### **§ 77.005 Parking Space Designation**

(a) Each parking area designating reserved parking for the disabled must comply with the following minimum standards:

(1) vertically mounted sign displaying the universal symbol of accessibility;



(2) sufficient number of signs to clearly and obviously identify each space;

(3) signs may be mounted on a post, wall, fence, column or other permanent vertical surface;

(4) located so that signs are not obscured by a parked vehicle.

(b) The universal symbol painted on the surface of a parking space by itself does not adequately identify a space. The pavement symbol supplements the static sign to improve identification of a space. A ticket cannot be issued if the pavement symbol is used alone.

#### **§ 77.006 Vehicle Identification**

(a) In January 1993 the state law regarding the identification requirements for vehicles authorized to park in disabled-parking spaces was changed. The following are the only acceptable identification methods:

(1) license plate with the embossed universal symbol of accessibility;

(2) disabled person identification placard designed to hang from a vehicle's rear view mirror. The Blue tag is a permanent tag and the Red Tag is a temporary tag. The cardboard placard designed to be displayed on the dashboard of a vehicle is obsolete and is not to be honored.

#### **§ 77.007 ENFORCEMENT PROCEDURE**

(a) Volunteers may develop an enforcement system that is best suited to individual circumstances. The following tips are suggested to help develop an effective enforcement procedure:

(1) locate the disabled parking spaces in the area;

(2) learn the operation hours of the facilities;

(3) enforce areas at different times of the day/night;

(4) enforce areas on different days if you are not able to patrol every day;

(5) keep a ticket book with you always;

(6) share successful ideas with other volunteers.

(b) When enforcing an area the following steps should be taken before a citation is issued:

(1) verify that the space is adequately marked as a reserved disabled parking space;

(2) check the vehicle for proper identification;

(3) issue a citation only when the space is adequately marked and the vehicle is not properly identified;

(4) take notes and draw diagrams.

(c) **Never use your vehicle to block a vehicle parked in violation.** Volunteer parking officers do not have arrest authority, and such an action could be considered an attempt to detain or arrest.

(d) **Always avoid confrontations with citizens.** Your personal safety and welfare is of the utmost importance in this program.

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## Chapter 85. REMOVAL OF VEHICLES FROM HIGHWAYS

### § 85.001

- (a) WHEREAS, under Article 2351, TEXAS REVISED CIVIL STATUTES ANNOTATED (1971), the Commissioners Court has general control and jurisdiction of county roads, and it is the trustee of such roads for the benefit for the public;
- (b) WHEREAS, Article 6701d, section 27 (a), TEXAS REVISED CIVIL STATUTES ANNOTATED (1977), states that the provisions of this Act shall not be deemed to prevent local authorities with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power from regulating the standing or parking of vehicles;
- (c) WHEREAS, Article 6701d, section 12, TEXAS REVISED CIVIL STATUTES ANNOTATED (1977), defines a local authority as every county, municipal, and other local board or body having authority to enact laws relating to traffic under the constitution and the laws of this state;
- (d) WHEREAS, the Commissioners Court of Travis County is the governing body of Travis County, Texas;

### § 85.002

NOW, THEREFORE, BE IT ORDERED by the Commissioners Court of Travis County, Texas that the Sheriff of Travis County and his deputies are hereby authorized to remove a vehicle from a highway to the nearest garage or other place of safety, or to a garage designated or maintained by Travis County under the circumstances hereinafter enumerated:

- (a) When any vehicle is left unattended upon any bridge, viaduct or causeway, or in any tube or tunnel where such vehicle constitutes an obstruction of traffic;
- (b) When any vehicle is illegally parked so as to block the entrance to any private driveway and it is impractical to move such vehicle from in front of the driveway to another point on the highway;
- (c) When any vehicle is found upon a highway and report has previously been made that such vehicle has been stolen or complaint has been filed and a warrant thereon issued charging that such vehicle has been embezzled;
- (d) When any such officer has reasonable grounds to believe that any vehicle has been abandoned;

(e) When a vehicle upon a highway is so disabled that its normal operation is impossible or impractical and the person or persons in charge of the vehicle are incapacitated by reason of physical injury or other reason to such an extent as to be unable to provide for its removal or custody, or are not in the immediate vicinity of the disabled vehicle;

(f) When any officer arrests any person driving or in control of a vehicle for an alleged offense and such officer is by law required to take the person arrested immediately before the magistrate;

(g) When any vehicle is parked or standing in or on any portion of a highway when, in the opinion of the sheriff or of his deputies, the said vehicle constitutes a hazard, or interferes with a normal function of a governmental agency, or by reason of any catastrophe, emergency or unusual circumstance the safety of said vehicle is imperiled.

(h) SIGNED and PASSED this the 6 day of April, 1981.

## CHAPTER 93. WAIVER OF SOFTBALL FEES

### TRAVIS COUNTY COMMISSIONERS COURT

#### RESOLUTION

§ 93.001

(a) WHEREAS, Many non-profit organizations which are part of, or directly related to the Travis County Governmental Entity, desire the use of the Travis County Fields; and

(b) WHEREAS, The Travis County Commissioners Court has recently imposed fees for the use of such softball fields; currently, with no exceptions; and

(c) WHEREAS, Many of our non-profit organizations benefit the community in ways which government cannot; and

(d) WHEREAS, It is in the best interest of Travis County to support their non-profit organization that benefit our community.

(e) NOW THEREFORE, BE IT RESOLVED, that the Travis County Commissioners Court hereby agrees to waive all fees for the use of the Travis County softball fields, to any and all non-profit organizations, who request this waiver, which are a part of, or directly related to the Travis County Governmental activity.

(f) SIGNED AND ENTERED on this 22nd day of December, 1987.

/s/

BILL ALESHIRE  
County Judge

/s/

JIMMY SNELL  
County Commissioner, Pct. 1

BRUCE TODD  
County Commissioner, Pct. 2

/s/

PAM REED  
County Commissioner, Pct. 3

HANK GONZALEZ  
County Commissioner, Pct. 4

## TITLE VIII. ENVIRONMENTAL

### CHAPTER 105. ENVIRONMENTAL POLICY RESOLUTION

#### § 105.001 Travis County Environmental Policy Resolution

(a) WHEREAS: It is the responsibility of the Travis County Commissioners' Court to protect the health, safety, and welfare of residents within Travis County; and

(b) WHEREAS: Protection and enhancement of the natural and built environment provides for clean, safe air and water supplies and a healthy, aesthetically pleasing scenery; and

(c) WHEREAS: A clean and beautiful environment preserves and stimulates the economic viability of the region; and

(d) WHEREAS: Travis County is an area of considerable natural beauty containing unique vegetation, wildlife, and geologic features; and

(e) WHEREAS: The Travis County Commissioners' Court is committed to establishing an integrated set of policies and programs which will preserve these natural attributes; then, THEREFORE:

#### § 105.002

BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS' COURT WILL:

(a) ESTABLISH the County as a governmental leader in environmental protection;

(b) ADOPT policies, programs and regulations based upon best available information and sound ecological concepts;

(c) IMPLEMENT policies, programs and regulations which allocate County resources to provide the greatest benefit to the widest segment of the County;

(d) PROMOTE cooperative policies linking Travis County environmental protection activities with those of other governmental agencies and public interest groups;

(e) PROVIDE educational policies and programs to promote a consensus approach in developing and implementing the County's environmental program; and

(f) CREATE an organizational structure at the County which encourages consideration of environmental issues.

**§ 105.003 ENVIRONMENTAL GOALS, POLICIES AND RESOLUTION**

The Travis County Citizens' Environmental Task Force recommends that the Travis County Commissioners' Court adopt the following goals and policies to officially state the County's commitment to protect the environment. Six goals are set forth, followed by policies to carry out those goals. Current and future workplans should be consistent with the principles embodied in the stated goals and policies.

**§ 105.004 GOAL 1: Establish the County as a governmental leader in environmental protection.**

(a) Policy: Provide exemplary environmental design of County construction projects to protect and enhance water quality, vegetation and wildlife habitat, and other environmental resources.

(b) Policy: Establish operational procedures within the County which minimize potential harm from pesticide applications, storage of hazardous materials, or other County activities.

(c) Policy: Initiate cooperative efforts with public and private entities to address key regional environmental concerns such as nonpoint source pollution, solid waste management, and wildlife habitat protection.

**§ 105.005 GOAL 2: Adopt policies, programs and regulations based upon best available information and sound ecological concepts.**

(a) Policy: Participate in needed environmental studies to determine the impacts of nonpoint source pollution, pesticides, and on-site sewage disposal.

(b) Policy: Develop and maintain an environmental information base within Travis County.

(c) Policy: Utilize a holistic approach to environmental protection, such that actions are viewed in context of all other actions; e.g., groundwater quality is protected by limiting pollution from nonpoint sources, wastewater, hazardous waste disposal, and pesticides, and chemical and fuel storage.

**§ 105.006 GOAL 3: Implement policies, programs and regulations which allocate County resources to provide the greatest benefit to the widest segment of the County.**

(a) Policy: Establish environmental protection policies, programs, and regulations which protect all geographic and socioeconomic segments of Travis County.

(b) Policy: Adopt regulatory policies which effectively complement the County's environmental programs and which are equitable to all segments of the community.

(c) Policy: Actively enforce environmental laws and standards of the State of Texas.

~~§ 105.007 GOAL 4: Promote cooperative policies linking Travis County environmental protection activities with those of other governmental agencies and public interest groups.~~

~~(a) Policy: Initiate intergovernmental agreements supporting the joint planning, implementation, and operations of environmental programs.~~

~~(b) Policy: Compile and share an environmental data base of information with access by other governmental agencies, e.g., Geographic Information System.~~

~~(c) Policy: Actively participate in joint planning efforts to address regional environmental issues such as nonpoint source pollution, solid waste management, and wildlife habitat protection.~~

~~§ 105.008 GOAL 5: Provide educational policies and programs to promote a consensus approach in developing and implementing the County's environmental program.~~

~~(a) Policy: Provide educational programs for Travis County residents and businesses to increase awareness of the collective responsibility of each individual to preserve a safe and healthy environment.~~

~~(b) Policy: Provide seminars and training for engineers, architects, contractors, and other design and construction professionals to improve understanding of environmental constraints and to encourage proper development measures to enhance the environment.~~

~~(c) Policy: Establish programs to train County personnel in the proper techniques for environmental protection, including erosion and sedimentation control, pesticide applications, and handling of toxic materials.~~

~~(d) Policy: Utilize the Travis County Agriculture Extension Service as a vehicle to increase environmental awareness throughout the urban and rural communities.~~

~~(e) Policy: Maintain a balanced representation on the ongoing Citizens' Environmental Task Force and encourage participation of the relevant County departments and other agency staff.~~



§ 105.009 GOAL 6: Create an organizational structure at the County which encourages consideration of environmental issues.

(a) Policy: Establish independent environmental staff responsible for the creation, review, assessment, coordination and monitoring of environmental policies, procedures, and programs.

(b) Policy: Structure County departments to incorporate internal environmental review staff.

(c) Policy: Prepare a long-range set of environmental goals (5-year Work Plan) and perform an Annual Work Plan Assessment to determine whether the goals are being achieved and are effective.

(d) Policy: Maintain and sanction the Travis County Citizens' Environmental Task Force as a continuing citizens advisory group.

## CHAPTER 106. VALDEZ PRINCIPLES

### § 106.001 Introduction

(a) By adopting these principles, we publicly affirm our belief that governmental entities and their employees have a direct responsibility for the environment. We believe that governmental entities must conduct their business as responsible stewards of the environment and take actions only in a manner that leaves the Earth healthy and safe. We believe that governmental entities must not compromise the ability of future generations to sustain their needs.

(b) We recognize this to be a long term commitment to update our practices continually in light of advances in technology and new understandings in health and environmental science. We intend to make consistent, measurable progress in implementing these principles and to apply them wherever we operate.

### § 106.002 Protection of the Biosphere

(a) We will minimize and strive to eliminate the release of any pollutant that may cause environmental damage to air, water, or earth or its inhabitants.

(b) We will safeguard habitats in rivers, lakes, and wetlands, and will minimize contributing to global warming, depletion of the ozone layer, acid rain or smog.

### § 106.003 Sustainable Use of Natural Resources

(a) We will make sustainable use of renewable natural resources, such as water, soils and woodlands.

(b) We will conserve nonrenewable natural resources through efficient use and careful planning.

(c) We will protect wildlife habitat, open spaces and natural areas while preserving biodiversity.

### § 106.004 Reduction and Disposal of Waste

(a) We will minimize the creation of waste, especially hazardous waste, and wherever possible recycle materials.

(b) We will dispose of all wastes through safe and responsible methods.

### § 106.005 Wise Use of Energy

(a) We will make every effort to use environmentally safe and sustainable energy sources to meet our needs.

(b) We will invest in improved energy efficiency and conservation in our operations.

(c) We will maximize the energy efficiency of products we use.

#### **\$ 106.006 Risk Reduction**

(a) We will minimize the environmental, health and safety risks to our employees and the communities in which we operate by employing safe technologies and operating procedures and by being constantly prepared for emergencies.

#### **\$ 106.007 Environmentally Sensitive Service Delivery**

(a) We will deliver services that minimize adverse environmental impacts.

(b) We will inform the public of the impacts of our services.

#### **\$ 106.008 Damage Compensation**

(a) We will take responsibility for any harm we cause to the environment by making every effort to fully restore the environment and to compensate those persons who are adversely affected.

#### **\$ 106.009 Disclosure**

(a) We will disclose to our employees and to the public incidents relating to our operations that cause environmental harm or pose health or safety hazards.

(b) We will disclose potential environmental, health or safety hazards posed by our operations, and we will not take any action against employees who report any condition that creates a danger to the environment or poses health and safety hazards.

#### **\$ 106.010 Environmental Executives**

(a) At least one member of the Executive Staff will be a person qualified to represent environmental interests.

(b) We will commit management resources to implement these Principles, including the funding of an executive position dealing with environmental affairs, reporting directly to the Commissioners' Court to monitor and report upon our implementation efforts.

#### **\$ 106.011 Assessment and Annual Audit**

(a) We will conduct and make public an annual self-evaluation of our progress in implementing these principles and in complying with all applicable laws and regulations throughout our operations.

(b) We will work toward the timely creation of independent environmental audit procedures which we will complete annually and make available to the public.

#### **§ 106.012 Examples of Valdez Principles in County Government**

##### **(a) Protection of the Biosphere**

(1) Stop using Styrofoam products made of ozone-depleting CFCs; and/or phase out the use of Styrofoam altogether.

(2) Don't use beef in our cafeterias if it was raised in Latin American areas where the rain forest was depleted.

(3) Also, emphasize buying biodegradable products as much as possible.

##### **(b) Sustainable Use of Natural Resources**

(1) Use water conservation measures and devices.

(2) Use Integrated Pest Management as much as possible, instead of the traditional reliance on chemical pesticides and herbicides.

(3) Have a tree replacement policy for trees destroyed in road building and other development projects.

##### **(c) Reduction and Disposal of Waste**

(1) Recycling of materials in the workplace: cans and paper, oil, batteries, and to the extent feasible, bottles.

(2) Develop a comprehensive recycling plan based on a wastestream evaluation, instead of the patchwork approach we currently have.

(3) Use recycled paper as much as possible, especially on letterhead.

##### **(d) Wise Use of Energy**

(1) Have energy audits on all County buildings, and update those that have been done.

(2) In addition to the audits, policy should reflect that we should buy energy efficient equipment, make it part of the bid specification.

##### **(e) Risk Reduction**

(1) Conduct a risk management study which includes hazardous material exposures.

(2) Designate "safety officers" in key departments.

(3) Require pesticide and hazardous material training for key personnel. Key Parks Department Staff have already been trained and certified.

(4) Properly dispose of hazardous materials, and route hazardous materials away from water bodies and recharge zones as much as possible:

(f) Environmentally Sensitive Service Delivery

(1) Use erosion/sedimentation controls and other environmental protection measures as needed, on roadways and construction projects.

(2) Reduce herbicide and fertilizer use. Use tree protection measures, WQ basins, hazardous material traps, and other measures as warranted.

(g) Damage Compensation

(1) Basically one can reduce liability by intelligent environmental planning.

(2) If mistakes are made, properly mitigate the problem and compensate "victims".

(h) Disclosure

(1) In addition to working with the Local Emergency Planning Committee (LEPC), have a centralized office for hazardous material inventorying and reporting.

(2) Information about hazardous materials present should be placed in the work place, with easy access by staff or the public.

(i) Environmental Executives

(1) This would mean not only the Environmental Analyst/Officer position that has already been created, but also environmental staff in key departments: PITD, Health, Parks and EMS.

(j) Assessment and Annual Audit

(1) This would include the development of a compliance and rating system that would monitor implementation.

(2) The audit/report could be attached in the Yearly Report for the Environmental Officer.

## CHAPTER 107. TRAVIS COUNTY CONSERVATION PLAN

### § 107.001

(a) The Travis County Commissioners Court finds that --

(1) Travis County faces funding shortage arising from increasing demands for County services; and,

(2) unless effective measures are promptly taken by the Travis County Commissioners Court to implement conservation measures to stretch the effectiveness of current resources, the County will be hindered in its ability to provide for future needs;

(3) all departments within Travis County must begin immediately to significantly reduce County spending by implementing and maintaining effective conservation measures for the efficient use of County resources; and,

(4) the above objections are consistent with and support the policies set out last April, 1990 when the Commissioners Court adopted the Valdez Principles. The Principles most applicable are:

(A) No.3 Reduction and disposal of waste (recycling)

(B) No.4 Wise use of energy.

(b) In order to achieve meaningful savings through conservation, it will be incumbent to elicit the cooperation and support of the entire County workforce.

(c) Toward this end, the Department of General Services has established an ad hoc Conservation Committee comprised of all interested parties from all departments. The purpose of this committee is to identify areas for potential conservation and to pursue implementation of plans to effect conservation and cost savings, and to develop the participation of all County employees in this conservation effort.

(d) The committee has established the following subcommittees to generate conservation plans in specific areas:

(1) Energy Conservation Subcommittee

(2) Recycling Subcommittee

(3) Use of Recycled Materials Subcommittee

(4) Cooperative Partnerships Subcommittee

(5) Source Reduction Subcommittee

**§ 107.002 Energy Conversation Subcommittee**

(a) Energy Conservation Awareness Campaign. In order to raise awareness and involvement in conservation the County shall develop and implement a countywide promotional campaign which includes:

(1) announcements to all county departments;

(2) a countywide information network to inform the departments of conservation opportunities in their areas; and,

(b) County Energy Conservation. All county departments shall:

(1) in cooperation with the Department of General Services establish a program for energy conservation within the confines of each department;

(2) evaluate the methods of energy conservation and modify the energy conservation program as necessary to ensure that all energy conservation efforts are effectively and practicably enacted; and,

(3) establish educational and incentive programs to encourage maximum employee participation.

(c) The County has pursued an aggressive energy conservation plan through the years, with the installation of energy-saving heating and cooling equipment, reflective film and mini-blinds for windows, low wattage lighting and energy-saving ballasts, and a centralized, computerized energy management system to control the air conditioning and heating. Starting September 14, 1990 General Services initiated shorter operating hours and duty cycling for all air handlers in an effort to achieve additional energy savings.

(d) Additional Energy Conservation Measures would include, but not be limited to the following:

(1) Aggressive use of duty cycling to conserve air conditioning

(2) Curtailment of weekend air conditioning unless 25 per cent or more of a building is occupied

(3) Ban on space heaters, except in extraordinary circumstances

### **§ 107.003 Lighting**

(a) Because the lighting systems of many existing buildings were designed within the restrictions of initial cost economies, without knowledge about final space use and subdivision, and without benefit of relatively recent developments and research findings in the field, there exists significant potential for lighting system usage modification. These modifications can reduce substantially the energy consumed while still providing building occupants with the quality and quantity of illumination required to perform their various task and functions.

(b) Establish an effective lighting usage program: a planned program to turn lights on when and where they are needed. The major advantages of this program is that it can be tailored to the individual characteristics of the space and needs of its occupants, implemented relatively inexpensively, and implemented very quickly. The key element of a lighting usage program is a lighting schedule related to occupant usage patterns. Personnel should be assigned, trained and made responsible for the efficient utilization of lighting by means of established schedules for the control of lighting.

(c) Define the exact nature of occupancy for each period of time. Determine the amount of lighting needed for safety and security purposes. Train the responsible employees to assure understanding and compliance with the procedures.

(d) For example, significant amounts of energy (and cost) can be conserved in buildings by means of lighting schedules requiring reduced for daytime unoccupied (Saturdays, Sundays, and holidays), nighttime unoccupied and maintenance periods (low lighting levels).

(e) Campaign for better utilization by using letters, memos, signage and personal contact to encourage occupants to use lighting only when it is needed, to use only the amount of lighting required, and to turn off lights whenever they are not being used.

(f) Post small "STOP: Save Energy" signs near each light switch to remind users to turn off lighting when it's not in use.

### **§ 107.004 Work Station Modifications**

(a) Work stations can be relocated to take maximum advantage of the existing lighting system. Typical modifications to work stations locations are as follows:

(1) Move desks and other work surfaces to a position and orientation that will use installed luminaries to their greatest advantage (instead of adding luminaries).

(2) To the extent permitted by productivity requirements and related concerns, group tasks which require approximately the



same levels of illumination. This may reduce the number of areas requiring higher illumination levels and provide an opportunity to reduce the total amount of lighting needed.

(3) Locate work stations requiring the highest illumination levels nearest the windows. (Note: Recognize that utilization of natural lighting will have an impact on heat gain, therefore requiring that the heat gain/light gain trade-off be given careful consideration).

(4) Arrange work surfaces so that sidewall daylighting crosses the task perpendicular to the line of vision.

#### **§ 107.005 Maintenance Considerations**

(a) Proper maintenance of lighting system components serves to keep the system running at peak efficiency. This not only conserves energy and energy costs, but also helps maintain quality illumination and extends lamp and laminae life. The following maintenance considerations should be reviewed:

(1) Lamp efficiency deteriorates over the life of a lamp. Light output should be checked regularly with a calibrated light meter by maintenance personnel. When the light output of a group of lamps has fallen approximately 70% of the original light output, relamp all fixtures in the group at the same time.

(2) Lamps should be wiped clean at regular intervals to assume maximum efficiency. Lamps which are exposed to an atmosphere with substantial amounts of dirt, grease or other contaminant's should be cleaned more frequently than lamps in a relatively clean atmosphere.

(3) Laminae efficiency can be maintained by properly cleaning reflecting surfaces and shielding media. Replace lens shielding that has yellowed or become hazy with a clear acrylic lens with good non yellowing properties.

(4) Clean ceilings, walls and floors frequently to improve reflective qualities. When daylight is used, wash windows frequently to maintain illumination levels on tasks which require some natural illumination.

#### **§ 107.006 Control Modifications**

(a) In many cases modification of existing lighting controls, and addition of new ones, can have a considerable effect on energy consumption. Consider the following guidelines:

(1) When natural light is available in a building, consider the use of photocell switching to turn off lighting in areas

where the natural light is sufficient for the task.

(2) Use photocell and/or time clock controls for outdoor lighting whenever feasible. Parking areas, building exteriors, identification signs, etc., usually require lighting for only a part of the period of darkness. Such lighting should be turned off automatically during late evening and early morning hours except for security and safety lighting.

(3) Use time controls for those areas of a building which are used infrequently and only for brief periods. These controls turn off lights automatically after being activated for a set period of time.

(4) Use alternate switching or dimmer controls when spaces are used for multiple purposes and require different amounts of illumination for the various activities.

#### **\$ 107.007 Electric Power -- General**

(a) Through letters, memoranda, signage, personal contacts and other means, encourage all building personnel to turn off all electric equipment not in use, including portable fans, typewriters, calculators, coffee pots, etc. Encourage all employees to turn off all office equipment (as recommended by General Services and Information Management Systems) at night, and when not in use for long periods.

(b) Elevators. Encourage building occupants to use the stairways when only a few stories are involved and when security permits.

#### **\$ 107.008 Other Means of Saving Energy**

(a) Close curtains/blinds at night

(b) Encourage comfortable clothing in summer (ties a no-no)

(c) Pursue large ticket conservation measures through the Governor's Energy Office and the City of Austin's Resource Management Offices

#### **\$ 107.009 Recycling Subcommittee**

(a) Recycling Awareness Campaign. In order to raise awareness and involvement in recycling and to increase markets for recycled products, the County shall develop and implement a countywide promotional campaign which includes:

(1) announcements to all county departments;

- (2) a countywide information network to inform the departments of recycling opportunities in their areas; and,
- (3) efforts to encourage county departments to purchase recycle products.

(b) County Recycling. All county departments shall:

- (1) in cooperation with the County Departments of Purchasing and General Services establish a program for the separation and collection of all recyclable materials generated by the entity's operations, including, at a minimum, aluminum, highgrade office paper, and corrugated cardboard;
- (2) provide procedures for collecting and storing recyclable materials, containers for recyclable materials;
- (3) evaluate the amount of recyclable materials recycled and modify the recycling program as necessary to ensure that all recyclable materials are effectively and practicably recycled; and,
- (4) establish educational and incentive programs to encourage maximum employee participation.

(c) County Preference for Recycle Products. County departments shall give preference in purchasing to products made of recycled materials if:

- (1) the products meet applicable specifications as to quantity and quality; and,
- (2) the cost of the product determined by life-cycle cost accounting does not exceed by more than 10 percent the cost of similar alternative products determined by life-cycle cost accounting not made of recycled materials.
- (3) the Purchasing Department shall review and revise its procurement procedures and specifications for the purchase of goods, supplies, equipment, and materials in order to:
  - (A) eliminate procedures and specifications that explicitly discriminate against products made of recycled materials;
  - (B) encourage the use of products made of recycled materials;
  - (C) ensure to the maximum extent economically feasible that County purchases that may be recycled when discarded; and,
  - (D) in developing new procedures and specifications, the County shall encourage the use of recycled products and products that may be recycled or reused.

(d) Other areas of possible recycling include:

- (1) lead-acid batteries
- (2) yard waste
- (3) used oil
- (4) RAP (reclaimed asphalt paving)

CHAPTER 109. ENVIRONMENTAL COMPLIANCE AND  
SAFETY RECORD

§ 109.001

(a) Pursuant to Sections 262.0275 and 271.0275 of the Texas Local Government Code, the County shall consider the environmental compliance/safety record of the bidders and may determine at its reasonable discretion the disqualification of any bidder which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

(b) Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws with the past three years? Citation may include, but are not limited to: notice of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints, indictments, or convictions; administrative orders, draft orders, final orders, judicial final judgements. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA), Texas Natural Resources Conservation Commission (TNRCC), or its past associated agencies: Texas Water Commission, Texas Department of Health, Texas Air Control Board. Also include any citations from environmental regulatory agencies of other states of the United States.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the bidder has indicated YES, the bidder shall provide to Travis County, with its bid submission, the following information with respect to each citation: Date of citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

## CHAPTER 110. ALTERNATIVE FUEL VEHICLE POLICY

### § 110.001

(a) Travis County shall promote and encourage the use of alternative fueled vehicles to reduce dependence on petroleum-based transportation fuels, to reduce air pollutant emissions from mobile sources, and to lead the establishment of a self-sustaining, cost-effective refueling and maintenance infrastructure within the Austin metropolitan area.

(b) Travis County intends to convert a minimum of seventy percent (70%) of the County's fleet of non-exempt cars and light-duty trucks to alternative fuels within ten years. Alternative fuels shall include those approved by the State of Texas Natural Resources Commission. The County shall commit capital funding to convert to alternative fuels the following minimum proportions of its new model year vehicle purchases. 1994, 10%; 1995, 20%; 1996, 30%; 1997, 40%; 1998, 50%; 1999, 60%; and model year 2000 and later 70%.

(c) The County will work with the private suppliers of alternative fuels in their installation and amortization of a county-wide network of publicly accessible refueling stations and billing systems. The County will further consider its capital funding of cost effective alternative fueling systems at its 10th & Lamar station and PITD Satellite Yard, and will coordinate with Capital Metro, the State of Texas, and area school districts in the joint use of each others refueling facilities. The County will provide adequate annual operating funds to equip and train its mechanics in the maintenance of its fleet of alternative fueled vehicles.

### § 110.002 Mission Statement

The mission of *Austin Clean Cities* is to achieve and maintain clean air in the Austin/Travis County metropolitan area by establishing a sustainable market for *Alternative Fuels* and vehicles (*as defined in the Energy Policy Act of 1992*) in the area by the year 1998. *Austin Clean Cities shall be fuel neutral in its promotion of Alternative Fuels.*

### § 110.003 Goals and Objectives

(a) Goal I: To create an organization that will effectively carry out our mission.

#### (1) Objectives

(A) Create an organization that incorporates fleet operators; alternative fuel and equipment suppliers, and other interest parties by April, 1994.

(B) Establish a permanent structure with a well defined purpose and good communication by June, 1994.

(C) Provide for program leadership and staff support.

(D) Every April have an annual review to update and modify this plan and organization as necessary.

(b) Goal 11: To design and implement a plan leading to the achievement of our mission in a timely and economical manner with progress reviews at least every quarter.

(1) Objectives:

(A) Identify all fleet vehicles in the Austin/Travis County area by December, 1994.

(B) Develop and implement strategies to eliminate barriers to deployment of alternative fuels and vehicles by June, 1994, and then review quarterly.

(C) Gather relevant data on the technology and economics of alternative fuels and vehicles and then produce an informative brochure by May, 1995.

(D) Monitor usage of alternative fuels and vehicles and of infrastructure investment and development in the Austin metro area. This data will be gathered in the annual report.

(E) Promote access to refueling facilities to program members and the general public by providing a map of all Austin Area locations with hours of operation and method of payment by May, 1995.

(F) Use Clean Cities logo as desired in promotional activities and on alternatively fueled vehicles operated by program participants, such as the vehicles at the new airport and others yet to be explored.

(c) Goal 111: Design and implement a public education plan to inform program members, affected entities (particularly fleet operators), and the general public about the use of alternative fuels and vehicles.

(1) Objectives:

(A) Develop and implement strategies to communicate with target markets such as distributing informative videotapes (at least two of which already exist.)

(B) Prepare informational materials in appropriate media such as a videotape about Austin Clean Cities, by our one year anniversary, and the aforementioned map and

brochure.

(C) Develop and implement strategies to publicize the existence of the Clean Cities Program and its projects. We plan on having a public service announcement ready by 6/94.

(D) Have annual, or more frequently if necessary, reporting of progress toward these goals in April.

t



Code Sections to be repealed

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## Chapter 21. Fiscal<sup>1</sup>

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#### ~~Subchapter A. Summary of Chart of Accounts~~

#### ~~21.001 Chart of Account Funds~~

137	TX Juvenile Probation-1992
138	Career Criminal Prosecn-1992
139	Southern Union Gas
140	ENTERP
141	CEAP
142	Family Developmt Cntr-1992
143	E C S H G P
144	Field Operations-1992
145	Comm Serv. Institutn-1992
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169	Solid Waste- 93
170	TX Traffic Safety Program (STEP)-93
171	Status Offender-1993
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173	Public Integrity Unit
174	Tx Juvenile Prob Comm 95
175	ATD
176	Services for the Deaf
177	ATS 95
178	ESGP
179	Field Operations - CSBG
180	Comm Svcs Restitution 95
181	Rural Centers
182	State Lottery Endorse/Proa
184	Client Incentive Fund
185	Alcohol/Drug Treatment Prog
186	Used Oil Recycling Grant
188	Juvenile Gang Grant 95
189	Transit Mobility 95
190	Intelligence Unit
191	Children's M H Grant 94
192	Int Comm Traffic Saf Prog
193	TAIP
194	Auto Theft Prevention
196	Vocational Inmate Program
197	Texas Traffic Safety Progm
198	Community Supervision & Corr
201	Housing-1991
202	RSVP-1991
203	Status Offender(IC)-1991
204	Comprehensive Anti-DWI 1991
205	Peace Officer Training-1991
206	Leg Public Integrity-1991
207	TX Juvenile Probation-1991
208	Career Criminal Prosecn-1991
209	Child Abuse Invtnt 1991

<sup>1</sup> Chapter 21 was adopted by Travis County Commissioners Court 3/28/1995, Item 3. The Travis County Debt Policy was updated in 2008 but this chapter was not amended to reflect the updated debt policy.

**PROPRIETARY FUNDS TYPE**

ENTERPRISE		INTERNAL SERVICE	
501	Tx Exposition & Heritage	525	Travis Co. Self Insurance
502	Capital Acquisition Fund	526- 549	Reserved for Growth
503- 524	Reserved for Growth		

**FIDUCIARY FUND TYPE**

EXPENDABLE TRUST FUND	
350	Available School
351	Gardner House Handicraft
352	Walden State Park
353	Historical Commission
354	699 Reserved for Growth

NONEXPENDABLE TRUST FUND	
601	Permanent School
602	Grantee Trust Fund
603	699 Reserved for Growth

AGENCY FUNDS	
701	County Official's Escrow
702	Cash Bond Fund
703	Bail Bond Security
704	Victims of Crime
705	Criminal Justice Planning
706	Law Enforcement Standards
707	DPS Annual Fees
708	Judicial Training Fund
709	Operate/Chad/For License
710	Crime Stoppers
711	Abused Children's Council
712	Child Welfare
713	County Attorney Twin Creek Ranch
714	Comm. & Supv. Undersized
715	Tenant Support Escrow
716	TC Available Spending Acct
717	Juvenile Diversion Fund
718	ATDC
719	Law Enforcement Mgmt.
720	State General Revenue
721	State Comprehensive Rehab
722	Birth Alcohol Testing
723	Arbitrage Liability Fund
724	Judge's Salary Fund
725	LCRA Escrow - Pace Bend
726	LCRA Escrow - Windy Point
727	LCRA Escrow - Hopper Hollow
728	LCRA Escrow - Cypress Pt.
729	LCRA Escrow - Sandy Creek
730	LCRA Escrow - Arkansas Bend
731	LCRA Escrow - Mansfield Dam
732	LCRA - Travis County Parks
733	LCRA - Travis County Parks O & M
734	Comm. Superv. & Corrections
735	Constable #2
736	Constable #3
737	County Attorney
738	County Clerk
739	District Attorney
740	District Clerk
741	Domestic Relations
742	Sherriff's Office
743	Tax Office
744	Work Release
745	JP #1
746	JP #2
747	JP #3
748	JP #4
749	JP #5
750	Child Support Fund
751	Co. Clerk Involnt Trust Fund
752	Dist. Clerk Involnt Trust Fund
753	Delayed Compensation Plan
754	Grand Dist. Involnt Trust Fee
755	INCD Escrow
756	Constable #4 Fund
757	Constable #5 Fund
758	Comm. Superv. & Corr. Fund
759	SWTC Retiree Bdr #5 Debt/Inv
760	NWTC Retiree Bdr #7 Debt/Inv
761	NWTC Retiree Bdr #9 Debt/Inv
762	Travis Co. Retiree Bond
763	SWTC Undersized ex. Ret. Bd

**SYSTEMS FUNDS**

CASH FUNDS	
897	Pooled Cash - Capital Projects
898	Fiscal Fund
899	Pooled Cash

21.001(b)

**CHART OF ACCOUNTS EXPENDITURES**

ELEMENT	DESCRIPTION	OBJECT	DESCRIPTION
01	SALARIES-ELECTED OFFICIAL	01	REG SALARY-ELECTED OFFICIAL
02	SALARY-ELECTD OFFICIAL-TEMP	01	REG SALARY-ELECTD OFFCL-TEMP
03	SALARY-APPTD OFFICIAL(DJ)	01	REG SALARY-APPTD OFCL(DJ)
		02	VACATION-APPTD OFCL (DJ)
		03	SICK LEAVE-APPTD OFCL(DJ)
		04	HOLIDAYS-APPTD OFCL (DJ)
		05	CONTINUE PAY-APTD OFCL DJ
		06	PERSONAL HOL-APTD OFCL DJ
		07	TERMINATN PAY-APTD OFCL DJ
		08	COMP TIME-APPTD OFCL (DJ)
		09	MILITARY LV-APPTD OFCL DJ
		10	EMERGENCY LV-APTD OFCL DJ
04	SALARY-APPTD OFFICIAL(CC)	01	REG SALARY-APPTD OFCL(CC)
		02	VACATION-APPTD OFCL (CC)
		03	SICK LEAVE-APPTD OFCL(CC)
		04	HOLIDAYS-APPTD OFCL (CC)
		05	CONTINUE PAY-APTD OFCL CC
		06	PERSONAL HOL-APTD OFCL CC
		07	TERMINATN PAY-APTD OFCL CC
		08	COMP TIME-APPTD OFCL (CC)
		09	MILITARY LV-APPTD OFCL CC
		10	EMERGENCY LV-APTD OFCL CC
05	SALARY-APPTD OFFICL-OTHER	01	REG SALARY-APPTD OFCL OTR
		02	VACATION-APPTD OFCL (OTR)
		03	SICK LEAVE-APPTD OFCL OTR
		04	HOLIDAYS-APPTD OFCL (OTR)
		05	CONTINUE PAY-APTD OFC OTR
		06	PERSONAL HOL-APTD OFC OTR
		07	TERMINATN PAY-APTD OFC OTR
		08	COMP TIME-APPTD OFCL(OTR)
		09	MILITARY LV-APTD OFCL OTR
		10	EMERGENCY LV-APTD OFC OTR
06	SALARY-CO JUDGE JUVNL BRD	01	REG SAL CO JUDGE JUVNL BD
07	SALARIES-PERMIT EMPLOYEES	01	REG SALARIES-PERMNT EMPL
		02	VACATION-PERMNT EMPLOYEES
		03	SICK LEAVE-PERMNT EMPL
		04	HOLIDAYS-PERMNT EMPLOYEES
		05	CONTINUE PAY-PERMNT EMPL
		06	PERSONAL ..... EMPL
		07	TERMINATN ..... EMPL
		08	COMP TIME-PERMNT EMPL



# CHART OF ACCOUNTS EXPENDITURES

21	BENEFITS-GRANTS	01	DENTAL INSURANCE-GRANTS
		02	FICA TAX - OASDI - GRANTS
		03	HOSPITALIZATION-GRANTS
		04	LIFE INSURANCE-GRANTS
		05	RETIREMENT CONTRI-GRANTS
		06	WORKER'S COMP-GRANTS
		07	FICA TAX-MEDICARE-GRANTS
22	UNEMPLOYMENT INSURANCE	01	UNEMPLOYMENT INSURANCE
23	RESERVES-PERSONNEL COSTS	98	RESERVES-PERSONNEL COSTS
24	RESERVE-SALARY SAVINGS	98	RESERVE-SALARY SAVINGS
25	RESERVES-MERIT PAY	99	OTHER-SALARY SAVINGS
		98	RESERVES-MERIT PAY
26	PRIOR YR LIABILITY CORRECTN	01	PRIOR YR LIABILITY CORRECTN
30	OPERATG SUPPLIES, RM, E, NC	01	OFFICE EQUIP, FURN, & SUPP
		02	SOFTWARE
		11	BUILDING MAINT EQUIP/SUPP
		12	ELECTRIC/ELECTRONIC EQ/SU
		13	EDUC COMMUNCATN EQ & SUPP
		14	PRINT, PAINTING EQ & SUPP
		15	OTHER GENERAL HARDWARE
		21	AUTO REPAIR & EQUIP SUPP
		22	AIRCRAFT, BOATG EQUIP/SUPP
		23	FUEL OILS, LUBRICANTS
		31	CUSTODIAL, LAUNDRY, CLEANG
		32	KITCHEN EQUIP & SUPPLIES
		33	FOOD & GROCERY SUPPLIES
		34	TEXTILES/LINEN SUPPLIES
		35	CLOTHING, UNIFORMS
		36	INSTITUTNL EQUIP & FURN
		41	RECREATIONAL EQUIP & SUPP
		42	VETERINARY SUPP & ANIMALS
		43	YARDS, GROUNDS, AG EQ/SUPP
		51	DENTAL, MEDICAL, SAFETY EQ
		52	DRUG & PHARMACEUTICAL SUPP
		53	LABORATORY EQUIP & SUPP
		54	CHEMICAL SUPPLIES
		55	LAW ENFORCEMENT EQ & SUPP
		61	ROAD & HIGHWAY EQ & SUPP
		62	SIGNS, TRAFFIC CONTROL E&S
		63	ROAD MATERIALS/ASPHALTIC
		64	RD MATERIALS/NONASPHALTIC
		99	OTHER EQUIPMENT & SUPPLY

## CHART OF ACCOUNTS EXPENDITURES

45	LOSS & CLAIMS EXPENSES	05	WORKER'S COMP-LOSS&CLAIMS
		06	INTERNAL CLAIMS-LOSS&CL
		07	SUBROGATION CLAIMS-L & CL
		08	EMPLE BENFT CATASTROPHE L
		09	WORKER'S COMP CATASTROPHE L
		10	STAR FLIGHT PROPERTY DAMG
46	FLEXIBLE SPENDING ACCOUNT	01	DEPENDENT CHILDCARE
		02	UNREIMBURSED MEDICAL
47	LOSS ADJUSTMENT EXPENSES	01	A&H ADMINTV & CLAIMS SERV
		02	AUTO LIABILITY-LOSS ADJ
		03	GENERAL LIABILITY-LOSS ADJ
		04	WORKER'S COMP-LOSS ADJ
		05	FLEXIBLE SPENDING ADMINST
		06	INTERNAL CLAIMS-LOSS ADJ
48	PUBLIC UTILITY SERVICES	01	UTILITIES
49	REPR & MTNC-INTERNAL SERV	02	REPAIRS-COPYING MACHINES
		03	REPAIRS-AUTOS & TRUCKS
		04	REPAIRS-BLDG STRUCT & EQP
		05	REPAIRS-FURNITURE
		06	REPAIRS-OFFICE EQUIPMENT
		07	REPAIRS-OTHER EQUIPMENT
		08	REPAIRS-RADIOS
		09	REPAIRS-SEPTIC TANKS
		10	REPAIRS-TELEPHONE EQUIP
		11	REPAIRS-COMPUTER EQUIP
50	REPR & MTNC-SERVICES PURCHD	01	MAINTENANCE AGREEMENTS
		02	MAINTENANCE AGREEMENTS-DP
		03	REPAIRS - AUTOS & TRUCKS
		04	REPR-BLDG STRUCT & EQUIP
		05	REPR-FURN & OFFICE EQUIP
		06	REPAIRS-HELICOPTER
		07	REPAIRS - OTHER EQUIPMENT
		08	REPAIRS - RADIOS
		09	REPR-ROAD MACHRY & EQUIP
		10	REPAIRS - ROADS
		11	REPAIRS-SEPTIC TANKS
		12	REPAIRS - TELEPHONE EQUIP
60	OTHER PURCHASED SERVICES	01	911 SERVICES
		02	AMBULANCE SERVICE
		03	APPRAISAL DISTRICT SVCS
		04	ARMORED MOTOR SERVICES
		07	BALLOT DELIVERY FEE
		08	CONTRACTED EMPLOYEES

62	HUMAN SERVICES	25	MED EQUIP/SUPP-INDIGENTS
		29	UTILITIES - CEAP
		30	UTILITIES - U.A.P
		31	UTILITIES - INDIGENTS
		32	UTILITIES - DONATIONS
		33	UTILITIES - HEAT STRESS
		34	UTILITIES - ECIP
		35	UTILITIES - HAPN
		36	UTILITIES - ECSHOP
		37	UTILITIES - ESGP
		38	UTILITIES - FEMA
		39	UTILITIES - TERP
		40	UTILITIES - HOBO
		41	RENT - INDIGENTS
		42	RENT-EMER PROTECTV SHELTR
		45	RENT-ESGP
		47	RENT-ECSHOP
		48	MORTGAGE ASSISTANCE-FEMA
		49	RENT - TERP
		50	RENT - HOBO
		51	TRANSPORTATION-INDIGENTS
		52	TRANSPORTATION-ESGP
		53	FOOD - INDIGENTS
		54	FOOD - FEMA
		55	FOOD - TERP
		71	DENTAL CARE - INDIGENTS
		72	MEDICAL CARE - INDIGENTS
		73	MEDICAL CARE - RMAP
		74	ATPHD-MEDICAL SVCS-INDGNT
		75	CTMH-MEDICAL SVCS-INDIGNT
		76	DEAF SERVICES-DISCRTRY
		77	CONTRACTED SVCS-HOUSING
		78	SUPPLIES - HOUSING GRANT
		79	CLOTHING - TERP
		80	CLOTHING - INDIGENTS
		82	VOLUNTEER ORIENTATION
		83	VOLUNTEER RECRUITMENT
		84	VOLUNTEER RECOGNITION
		85	HOTEL/MOTEL INDIGENTS
		90	OUTSIDE AGENCY CONTRACTS
63	COURT RELATED EXPENDITURE	01	ATTORNEY FEES - CIVIL
		02	ATTORNEY FEES - CRIMINAL
		03	CHANGE OF VENUE
		04	COURT COSTS
		05	COURT REPORTING CHARGES
		06	COURT REPORTING-INDIGENTS
		07	COURT TRANSCRIPTS
		08	EXPERT WITNESS TESTIMONY



# CHART OF ACCOUNTS EXPENDITURES

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		18	ARBITRAGE PENALTY
		19	ARBITRAGE LIABILITY
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		84	SHORT/OVER INVENTORY
		95	PRIOR YEAR CAFR ADJUSTMNT
		96	MISC CHARGES - WORK ORDERS
		97	EQUIP CHARGES - WORK ORDERS
		98	RESERVE-OPERATING
		99	MISCELLANEOUS
80	CAPITAL EQUIPMENT	01	OFFICE EQUIP & FURNITURE
		02	SOFTWARE
		03	LAW BOOKS/PROFESNL MANUAL
		11	BUILDING MAINT EQUIPMENT
		12	ELECTRIC/ELECTRONIC EQUIP
		13	EDUCATN/COMMUNICATNS EQMT
		14	PAINTING EQUIPMENT
		15	OTHER GENERAL HARDWARE
		20	AUTOMOBILES & TRUCKS
		21	AUTOMOTIVE REPAIR & EQUIP
		22	AIRCRAFT & BOATING EQUIP
		31	CUSTOOD, LAUNDRY, CLEANG EQ
		32	KITCHEN EQUIPMENT
		34	TEXTILE & LINEN EQUIPMENT
		36	INSTITUTIONAL EQUIP/FURN
		41	RECREATIONAL EQUIPMENT
		42	VETERINARY EQUIP & ANIMALS
		43	YARDS, GROUNDS, AGRICTRL EQ
		51	DENTAL MEDICAL SAFETY EQ
		53	LABORATORY EQUIPMENT
		55	LAW ENFORCEMENT EQUIPMENT
		61	ROAD & HIGHWAY EQUIPMENT
		62	SIGNS, TRAFFIC CONTROL EQ
		83	ELECTION EQUIPMENT
		64	EQUIP UNDER CAPITAL LEASE
		98	RESERVE-CAPITAL OUTLAY
		99	OTHER EQUIPMENT
81	CAPITAL OUTLAY	01	PURCHASED SERV BRID
		02	PURCHSD SERV BLDG
		03	BRIDGES
		04	BUILDING IMPROVEMENTS
		05	BUILDINGS
		06	CAPITALIZED INTEREST
		09	CONSTRUCTION IN PROGRESS
		10	ARCHITECTURAL DESIGN BLS
		11	ARCHITECTURAL DESIGN REM

EXP95.XLS

## CHART OF ACCOUNTS EXPENDITURES

86	CAPITAL LEASE & DEBT EXPNS	08	INTEREST - OTHER DEBT
		09	PAYING AGENT FEES
		10	DEFEASANCE OF BONDS
90	OPERATING TRANSFERS	01	COUNTY CONTRBUTN TO GRANT
		02	TRANSFER TO DEBT SERVICE
		03	TRANSFER TO SELF INSURANC
		04	TRANSFER TO GENERAL FUND
		05	TRANSFER TO OTHER FUNDS
		06	TRF TO CAPSO
		07	CO CONT RETIRE HEALTH INS
		08	TRANSFER TO DISPUTE RESOL CTR
		09	TRANSFER TO OTHER DEPT/DIV
		31	TRF TO CRTHSE SECURITY FD
		33	TRANSFER TO FQHC FUND
		40	CSCD CAPITAL ACQUISITION
90	RESERVES	01	YOUTH ADVOCACY PROGRAM
		02	TRANSPORTATION ENHANCEMNT
		03	COLA
		04	DEPOSITORY CONTRACT
		05	TRANSFERS TO OTHER FUNDS
		06	OVERTIME
		07	CSCD CURRENT YEAR
		08	CSCD PRIOR YEAR
		91	ALLOCATED RESERVES 1
		92	ALLOCATED RESERVES 2
		93	ALLOCATED RESERVES 3
		94	ALLOCATED RESERVES 4
		95	ALLOCATED RESERVES 5
		98	UNALLOCATED RESERVES

21.001(c)

# CHART OF ACCOUNTS FUND/DEPARTMENT/DIVISIONS

## FUND/DEPARTMENT/DIVISION

FUND		DEPARTMENT		DIVISION/PROGRAM	
001	General	01	County Judge	10	Administration
				20	Juvenile
		02	County Coroner - Pct. 1		
		03	County Coroner - Pct. 2		
		04	County Coroner - Pct. 3		
		05	County Coroner - Pct. 4		
		06	County Auditor	10	Comptrollership
				20	Internal Audit
		07	County Treasurer	10	Administration
		08	Tax Collector	10	Administration
				20	Public Info. & Training
				30	Revenue Management
				40	Motor Vehicle (Merged with Div.
				50	Voter Registration
				60	Accounting
		09	Budget and Research		
		10	Coroner's Ct. Genl. Admin.		
		11	Human Resource Management	20	Compensation & Classification
				30	Organizational & Employee Rltng.
				40	Risk Management
		12	Information Systems Mgmt.	20	Admin. Management
				30	Rel. Relations
				40	Technical Support
				50	User Support Services
				60	Systems Development
		13	General Services	11	Genl. Serv. Administration
				11	Communications Resources
				11	Bldg. Maintenance & Repair



# CHART OF ACCOUNTS FUND/DEPARTMENT/DIVISIONS

## FUND/DEPARTMENT/DIVISION

FUND		DEPARTMENT		DIVISION/PROGRAM	
	28	Justice of Peace 3		01	Civil
				02	Criminal
	29	Justice of Peace 4		01	Civil
				02	Criminal
	30	Justice of Peace 5		01	Civil
				02	Criminal
	31	Constable 1		01	Civil
				02	Criminal
	32	Constable 2		01	Civil
				02	Criminal
	33	Constable 3		01	Civil
				02	Criminal
	34	Constable 4		01	Civil
				02	Criminal
	35	Constable 5		01	Civil
				02	Criminal
	37	Sheriff		10	Administration
				11	Commissionary Employees
				20	Sheriff's Support
				30	Patrol
				40	Investigation/Process
				50	Mental Health Unit
				55	Corrections Ctr Del Valle
				65	Intermediate Sanctions Division
				66	Travis County Jail
				80	Central Booking
				85	SMART
				86	V.I.P.
				87	Intell. Unit
				90	Inmate Services
	38	Medical Examiner		10	Administrative

# CHART OF ACCOUNTS FUND/DEPARTMENT/DIVISIONS

FUND	DEPARTMENT	DIVISION/PROGRAM
		40 Evaluation & Planning
		50 Contract Agencies
		60 Financial Services
	49 PITD	01 Common Management Functions
		05 Comp & Transport Planning
		07 Parks Planning
		11 Land Development
		15 Stormwater Management
		25 Geographic Records Mgmt
		30 Rd Capacity & Bldg Replmt
		41 Road & Bridge Maintenance
		45 Parks Maintenance
		51 Vehcl/Equipment/Bldg Mtnc
		60 Webberville Park Improvmt
		65 Windy Pt Park Improvement
		85 Customer Services
		87 Child Safety
		91 Serv to other Governments
		95 Serv to other Departments
	50 Environmental Analysis	
	51 Parks (Merged with PITD)	
	52 RIAD	
	53 Cash Management	
	54 Civil Service Commission	
	55 Criminal Justice Planning	
	95 Other Financing Uses	
		13 General Services
		12 Information Systems
		37 Sheriff
		39 Coma Supervision/Corrections
	98 Reserve	00 Reserve
		91 Allocated Resents - Dec 31, 2014

# CHART OF ACCOUNTS FUND/DEPARTMENT/DIVISIONS

## FUND/DEPARTMENT/DIVISION

FUND		DEPARTMENT		DIVISION/PROGRAM	
113	DA Victim Witness-1990	23	District Attorney	95	Victim Witness Assistance
213	DA Victim Witness-1991	23	District Attorney	95	Victim Witness Assistance
118	Narcotics Prosecution-1990	23	District Attorney	96	Narcotics Prosecution
148	Narcotics Prosecution-1992	23	District Attorney	96	Narcotics Prosecution
218	Narcotics Prosecution-1991	23	District Attorney	96	Narcotics Prosecution
016	Dispute Resolution Center	36	Dispute Resolution Center		
019	County Jail Fund	37	Sheriff	91	Corrections
105	Peace Officer Training-1990	37	Sheriff	92	Peace Officer Training Grant
35	Peace Officer Training-1992	37	Sheriff	92	Peace Officer Training Grant
205	Peace Officer Training-1991	37	Sheriff	92	Peace Officer Training Grant
109	Child Abuse Investa-1990	37	Sheriff	93	Child Abuse Investigation
209	Child Abuse Investa-1991	37	Sheriff	93	Child Abuse Investigation
012	Community Superv. & Corr-90	39	Community Superv. & Corr.	20	Per Capita
				30	Boot Camp
				40	Pre-Trial
				50	Day Reporting
				60	Stratford House
				70	MR Grant
				80	Electronic Monitoring
022	Community Superv. & Corr-91	39	Community Superv. & Corr.	20	Per Capita
				30	Boot Camp
				40	Pre-Trial
				50	Day Reporting
				60	Stratford House
				70	MR Grant
				80	Electronic Monitoring
				85	DWI-Facility-SMART Program



# CHART OF ACCOUNTS FUND/DEPARTMENT/DIVISIONS

a

## FUND/DEPARTMENT/DIVISION

FUND		DEPARTMENT		DIVISION/PROGRAM	
145	Comm Serv. Restitutn-1992	45	Juvenile Court Department	93	Community Serv. Restitutn
215	Comm Serv. Restitutn-1991	45	Juvenile Court Department	93	Community Serv. Restitutn
157	High Risk Youth Initiative-92	45	Juvenile Court Department	97	High Risk Youth Initiative
104	Local Emerg. Planning Comm.	47	Emergency Medical Services	30	LEPC
158	Childrens MH Grant	45	Juvenile Court	98	Childrens MH Grant
116	Rural Center-1990	48	Human Services	71	Transportation-County
				72	Transportation-CARTS
116	Rural Center-1991	48	Human Services	71	Transportation-County
				72	Transportation-CARTS
216	Rural Center-1991	48	Human Services	71	Transportation-County
				72	Transportation-CARTS
101	Housing-1990	48	Human Services	81	Housing-County
				82	Housing-City
				83	Housing-TDCA
131	Housing-1992	48	Human Services	81	
				82	
				83	
201	Housing-1991	48	Human Services	81	Housing-County
				82	Housing-City
				83	Housing-TDCA
102	RSVP-1990	48	Human Services	91	RSVP-County
				92	RSVP-Action
				93	RSVP-TDOA
132	RSVP-1992	48	Human Services	91	RSVP-County
				92	RSVP-Action
				93	RSVP-TDOA
202	RSVP-1991	48	Human Services	91	RSVP-County
				92	RSVP-Action

# CHART OF ACCOUNTS FUND/DEPARTMENT/DIVISIONS

## FUND/DEPARTMENT/DIVISION

FUND	DEPARTMENT	DIVISION/PROGRAM
		93 RSVP-TD/DA
111 Emergency Shelter-1990	48 Human Services	96 Emergency Shelter
211 Emergency Shelter-1991	48 Human Services	96 Emergency Shelter
114 Field Operations-1990	48 Human Services	97 Field Op - City
144 Field Operations-1992 *	48 Human Services	97 Field Op - City
214 Field Operations-1991	48 Human Services	91 Field Op - City
117 Child Abuse P,E,& C-1990	48 Human Services	98 Child Abuse Prev/Bd/Consl
147 Child Abuse P,E,& C-1992	48 Human Services	98 Child Abuse Prev/Bd/Consl
217 Child Abuse P,E,& C-1991	48 Human Services	98 Child Abuse Prev/Bd/Consl
225 Transit Mobility Grant 91	49 PTIT	41 Road & Bridge Maintenance
119 Child Abuse Pros/Prev-90	23 District Attorney	97 Child Abuse Pros/Prev
149 Child Abuse Pros/Prev-92	23 District Attorney	97 Child Abuse Pros/Prev
219 Child Abuse Pros/Prev-91	23 District Attorney	97 Child Abuse Pros/Prev
099 Road & Bridge Fund	85 Road & Bridge Fund	00 (for Budget)
299 Interfunds Reversal	86 Interfund Reversals	00 (for Budget)
124 Juvenile Gang Prevention	45 Juvenile Court	96 Juvenile Gang Prevention
160 TAP Intervention Awards	39 Community Superv. & Corr.	96 TAP
	41 TCACS	20 TAP
DEBT SERVICE		
301 Unlimited Tax Ref Bds 85A		
302 Limited Tax Ref Bds 85A		
303 Road Bonds 1986-A		
304 Farm Impr Bonds 1986-A		





# CHART OF ACCOUNTS FUND/DEPARTMENT/DIVISIONS

## FUND/DEPARTMENT/DIVISION

FUND	DEPARTMENT	DIVISION/PROGRAM
409 Park Bonds 1984	49 Parks	84 Park Bonds 1984
409 SWTC Road District No. 1	75 SWTC Road District No. 1	
410 Cert of Obligation 1989	14 Facilities Engineering	30 Life Safety Code Crthouse
	37 Sheriff	64 Admin/Entrance Building
		65 Maintenance Building
		66 Warehouse
		67 Activities Building
		68 Food Service Bldg Addition
		69 Building 1
		70 Building 5
		71 Community Corrections Unit A
		72 Community Corrections Unit B
		73 Community Corrections Unit C
		74 Community Corrections Unit D
		75 Site and General
411 Perm Impr. Bonds 1989	49 Parks	89 Perm Impr. Bonds 1989
412 Cert of Obligation 1990	07 Treasurer	20 Cert of Obligation 1990
	15 Purchasing	20 Cert of Obligation 1990
	14 Facilities Engineer	30 Life Safety Code Crthouse
		40 TCAB
		50 Annex
413 Perm Improvement Bds 1990	07 Treasurer	30 Perm Improvement Bds 1990
	38 Medical Examiner	20 Museum
	37 Sheriff	69 Building 1
414 NWTC Road District No. 2	78 NWTC Road District No. 2	
415 NWTC Road District No. 3	77 NWTC Road District No. 3	
416 Road CO's 1989	49 PITD	78 Road CO's 1989
		77 Santa Rosa Pkwy Phase V
417 Palm School CO's 1985	14 Facilities Engineering	80 Palm School CO's 1985

# **CHART OF ACCOUNTS** **FUND/DEPARTMENT/DIVISIONS**

## FUND/DEPARTMENT/DIVISION

FUND		DEPARTMENT		DIVISION/PROGRAM	
418	Cert of Obligation 1987	15	Purchasing	30	Cert of Obligation 1987
		07	Treasurer	60	Cert of Obligation 1987
419	C.O.'s 1991	07	Treasurer	40	C.O.'s 1991
		14	Facilities Engineering	50	Courthouse Annex
				70	University Savings Bldg.
				71	Tax Office Renovation
		15	Purchasing	40	C.O.'s 1991
		37	Sheriff	76	Downtown Jail
		41	Juvenile Court	41	Juvenile Detention Fac.
420	Road C.O.'s 1991	49	PTTD	78	Road C.O.'s 1991
421	C.O.'s 1992	07	Treasurer	50	C.O.'s 1992
422	Road C.O.'s 1992	49	PTTD	41	Road & Bridge Maintenance
499	Road Districts Reversal	87	Road District Reversals	00	(for Budget
ENTERPRISE FUNDS					
501	Tx Exposition & Heritage	13	General Services	52	Tx Exposition & Heritage
INTERNAL SERVICE FUNDS					
525	Trans Co. Self Insurance	06	County Auditor	30	Risk Management
585	Performance Reward	39	Community Superv. & Corr.	91	SMART
				92	Austin Stress



21.001(d)

### Chart of Accounts Balance Sheet Accounts

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
10 Current Assets	1 Equity in Pooled Cash	20 Pool Cash - Capital Projects	
	2 Cash	10 Cash in Bank	01 Cash in Depository-County
			02 Cash in Depository-First City CAPSO
			03 Cash in Depository-National CAPSO
			04 Cash in Depository-First State CAPSO
			05 Cash in Depository-CBI
		20 Jury Impact	
		30 Petty Cash	10 Sheriff's Office
		40 Payroll	
		50 Cash in Treasury (CAPS Only)	
	3 Investments	10 CDs	
		20 Repurchase Agreements	
		30 US Treasury Instruments	
		40 Commercial Paper	
		50 Agency Discount Notes	
		55 Mutual Fund-Tenpool	
		56 Funds Pool	
		60 Mutual Funds	
		70 Tax Free Municipal Bonds	
		80 Premiums on Investments	
		90 Discounts on Investments	
		99 Other	
	4 Receivables	10 A/R-State of Texas	
		20 A/R-City of Austin	01 ESCOMP
			05 Drug Abuse Task Force
			06 Health Department
			07 City-County Pharmaceutical
		21 A/R-Other Departments	45 Juvenile Court
		22 A/R-Vendors	10 OMC Trucks/General Services
			20 OMC Trucks/PTD
			30 Burros, Ltd.
			40 Speakers Corporation
		23 A/R-Lead	10 Facilities Construction
		30 A/R-Employee Overage	
		31 A/R-Child Welfare CI Fund (2002)	
		32 Carolyn Jackson	
		33 A/R-School Districts	10 Austin
			20 Del Valle
			30 Eanes
			40 Lago Vista
			50 Lake Travis
			60 Leander
			70 Manor
			80 Pflugerville
			90 Round Rock
		34 APDC Receivable	10 Free Year
		35 A/R-Accrued Payroll	10 Salaries Rec.
			20 FICA-County-Rec.
			30 Retirement-County-Rec.
			40 Workers Comp. Rec.
		36 A/R-(CAPS Only)	

# Chart of Accounts

## Balance Sheet Accounts

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
		37 Comptroller Fund	
		38 Antagonist Medical Expenses	
		40 Notes Rec-Burns, Landes	
		50 Notes Rec-J.C. Evans	
		60 Texas Assoc. of Counties	
		70 Foreign Receivables	
		80 Misc. Receivables	18 Insurance Claims
			20 Workers Comp Claims
			30 Capital Projects
		90 Interfund Receivables-Due To	01 Due from General Fund
			04 Due from Comptroller Fund
			11 Due from Law Library
			13 Due from LAFSO
			14 Due from DAPSO
			16 Due from Dispute Resolution
			17 Due from TC Consulting Center
			18 Due from Voter Registration
			19 Due from EMS-LRPS
		91 Interfund Receivables-Due To	01 Due from Housing
			02 Due from REV?
			03 Due from Status Offender
			04 Due from Congress Anti-DWI
			08 Due from Carnot/Criminal Fees
			09 Due from Child Abuse Invtg
			12 Due from Family Disputes Cr
			13 Due from DA Victim Wfrs Asst
			14 Due from Field Operations
			15 Due from Comm Serv Results
			16 Due from Rural Center
			22 Due from Crime Prevention
			23 Due from Sexual Deviation
		92 Interfund Receivables-Due To	01 Due from Police Officer Yng
			06 Due from Legal Publ Integ
			07 Due from Tx Juv Prob Comm
			11 Due from Emergency Shelter
			18 Due from Narcotics Prevention
			19 Due from Child Abuse Prev/Pwr
			20 Due from Kennedy Ridge
		93 Interfund Receivables-Due To	01 Due from Utilin Tax Ref Bdr RSA
			06 Due from Court of Obligation #7
			20 Due from Utilin Tax Ref Bonds #2A
			50 Due from Debt Service
		94 Interfund Receivables-Due To	01 Due from Perm Impr Bonds 1984A
			06 Due from Court of Obligation 1987
			04 Due from Bond Bonds 1987A
			08 Due from Park Bonds 1984
			09 Due from HWTC Dist #1
			10 Due from Court of Oblig 1989
			14 Due from HWTC Rd Dist #2
			16 Due from Road C.O.'s 1989
		95 Interfund Receivables-Due To	25 Due from V. Self Insurance
			50 Due from Available School
		96 Interfund Receivables-Due To	01 Due from Furrman School
		97 Interfund Receivables-Due To	13 Due from Transit Impact Expense
			30 Due from LCRA East - Parcel Bond
			31 Due from LCRA East - Study Pt
			32 Due from LCRA East - Study II
			33 Due from LCRA East - Study Pt



# Chart of Accounts Balance Sheet Accounts

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
			07 Unlimited Tax Refunded Bonds 1991B
			18 Certificate of Obligations 1992A
			19 Limited Tax Refunded Bonds 1992A
			20 Unlimited Tax Refunded Bonds 1992B
			23 Certificate of Obligations 1992B
			24 Fiber Optics
			25 Certificate of Obligations 1994A, I & S
			26 Permanent Improvement Bonds 1994 I & S
	2 Provisional Future Comp Act		
	3 Asset To Be Provided - GLTD	20 Asset To Be Provided - GLTD	01 Unlimited Tax Refunded Bonds 1983A
			02 Unlimited Tax Refunded Bonds 1983B
			03 Unlimited Tax Refunded Bonds 1985A
			04 Permanent Improvement Bonds 1986-A
			05 Permanent Improvement Bonds 1986
			06 Certificate of Obligations 1987
			07 Unlimited Tax Refunded Bonds 1987A
			08 Certificate of Obligations 1987-A
			09 Certificate of Obligations 1989
			11 Permanent Improvement Bonds 1989
			12 Certificate of Obligations 1990
			13 Permanent Improvement Bonds 1990
			14 Jail Certificate of Obligations 1983-B
			15 Certificate of Obligations 1991-A
			16 Limited Tax Refunded Bonds 1991A
			17 Unlimited Tax Refunded Bonds 1991B
			18 Certificate of Obligations 1992A
			19 Limited Tax Refunded Bonds 1992A
			20 Unlimited Tax Refunded Bonds 1992B
			23 Certificate of Obligations 1992B
			25 Certificate of Obligations 1994A, I & S
			26 Permanent Improvement Bonds 1994 I & S
		30 Other Debt	
		31 Prior-Cap Loan Rights	24 Fiber Optics
	9 Revenue Summary		
20 Current Liabilities	1 Accounts Payable	00	
		10 Jail Consolidation - OCA	
		20 Texas Dept of Protective Services	
	2 Contracts Payable		
	3 Retainage Payable	10 Motion Services Chain+FIT	
		20 Property Tax Lien	10 Tax Assessor Collector
	Unpaid Loans	10 Employee Accident/Health	
		20 General Liability	
		30 Autoactive Liability	
		40 Worker's Compensation	
	5 Accrued Payroll	00 Regular Compensation	
		20 FICA	10 Employee-OASD
			20 County-OASDA
			30 Employee Medicare
			40 County-Medicare

# Chart of Accounts Balance Sheet Accounts

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
	7 Mixture Bonds Payable		
	8 Mixture Interest Payable		
	9 American National Bank	10 Long Term Debt	10 Certificate Obligations 1994
28 Other Liabilities	1 Security Bond Deposits	30 Waters	
		31 Bank, DeWayne	
		32 J.P. Crawford	
		33 John Harris	
		34 Bud Hackaben	
		35 A-1 Bonding	
		36 Buck Hall Bonds	
		37 Johnson Associates	
		38 Hall Bonds of Austin	
		39 AAA Bonding Agency	
		40 Proctor and Jones	
		41 Thornton Bail Bonds	
		42 Austin Bond Service	
		43 A-Rose(Rosalee Easley)	
		44 Garcia's Bail Bonds	
		45 Freedom Bail Bonds	
	2 Cash Bond Deposits	30 Prior to FY91 Outstanding Checks	20 Cash Bond Checks
		31 Nationalbank Outstanding Checks	30 Cash Bond Checks
	3 Civil & Probate Deposits		
	4 Due to Other Gov't Entity	30 State Fees	
		31 Leander PD	
		32 CRIT #13	
		33 A	
		34 Tarrant County	20 Child Safety
		35 Jackson Districts	
		36 Pool Cash Interest	
	5 Escrow Deposits	01 Dep-Soil Conservation Wk	
		02 Dep-Sandy Creek Ranch	
		03 Dep-Savoy Farm	
		04 Dep-Anderson Mtn	
		05 Dep-Woodlake Tract Prop	
		06 Dep-Comanche Trail	
		07 Dep-Gulf Shores, Sect 1	
		08 Dep-Mission Springs Area	
		09 Dep-Walnut Creek, Sect 1	
		10 Dep-W.W.S., Inc.	
		11 Dep-Circle C PHH, Sect 3	
		12 Dep-El Paso Springs Area	
		13 Dep-Travis Landing II	
		14 Subdivision Deposits	
		15 Lease Deposits	
		16 Cash Bond Deposits	
		17 Escrow-County Attorney	
		18 Escrow-District Clerk	
		19 Escrow-District Attorney	
		20 Escrow-Court Superv & Corr	
		21 Escrow-JP #1	
		22 Escrow-JP #3	
		23 Escrow-JP #2	
		24 Escrow-County Clerk	
		25 Escrow-Domestic Relations	



# Chart of Accounts Balance Sheet Accounts

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
		12 Duke Road Commercial	
		71 The Preserve Subdivision	
		72 Circle C Ranch Phase A	
		73 Laura Grimes Subdivision	
		74 Steele Crossing	
		75 11M-Hwy 183 Landfill	
		76 Barton Creek Section O, Phase I	
		77 Circle C Ranch Phase A-2	
		78 Circle C Ranch Phase C-2	
		79 City of Westlake Hills	
		80 Ranch at Cypress Creek, Sec. 2	
		81 Other Barrows	01 Circle C Ranch Phase B Sec. 1
			02 Barton Creek Lakeside Phase One
			03 Pathways of Blackhawk
			04 Circle C Ranch Phase A Sec 3(3)
			05 Circle C Ranch Phase A Sec 3(2)
		99 Other Deposits	10 Michman
			20 Arizona Concessions
			30 Pecos Hotel
			40 Sewer
6	Man. Liabilities	10 Debt to FFY1 GS Checks	10 Jury Checks
		20 Arbitrage Liab. and Int.	20 Cash Bond Checks
		30 Old Bank One GS Checks Payable	10 Cert of Oblig 1990
		31 Nations GS Checks	10 Operating Account Checks
			20 Jury Checks
			30 Cash Bond Checks
			40 Federal Checks
		40 Interest from Post-Check	
		50 Judgments	10 Alameda P #1106
			11 Arizona Apartments
			20 Bessie, M #1248
			30 Bessie, M #1248
			40 Travis County #1225
			50 Commodity Contract #1
		60 Arizona Collections	
		70 COA Utilities Sheriff	
		71 COA Utilities Human Services	
		80 Property Tax Refunds	
		90 Other Vendors	10 GMC Trucks
7	Other Liabilities	10 Debt to FFY1 GS Checks	
8	Other L/T Debt Payable	10 Local Remediation S.A.	
9	Capital Lease Obligations		
28	Other Liabilities	10 Debt Service Arbitrage	10 Certificates of Obligation 1989 (Fund 310)
		20 Capital Projects Arbitrage	20 Permanent Improvement Bonds 1985 (311)
			30 Certificates of Obligation 1989 (Fund 412)
	2 Property Loss Replacements		
	3 Sales Taxes	10 Product 1	
		20 Product 2	
		30 Product 3	
		40 Product 4	
		50 Administration	
	4 Compensated Absences		
27	Deferred Revenues	1 Advance Fees	10 District Clerk



# Chart of Accounts Balance Sheet Accounts

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
		20 Community Support & Con.	
		30 Sheriff	
		41 JP #1	
		42 JP #2	
		43 JP #3	
		44 JP #4	
		45 JP #5	
		50 Septic Tanks	
		55 Agency Funds	
2	Fees/Grants		
3	Advance Tax Collections		
4	Deferred Taxes	10 Current Tax Roll	
		30 Delinquent Tax Roll	
5	Notes Receivable		
6	Cash-Trans. Compensation Plan		
7	Grants	10 Federal Grants	10 ACTION
			10 AFDC
			10 United Way
			30 Local Agency Grant
			75 Cash-Social H.
			84 Texas Department of Human Services
			88 TDA/CA
			95 Utility Assistance Program
		20 State Grants	13 Texas Dept Criminal Justice
			14 Texas Youth Commission
			15 Criminal Justice Division
			17 O&SP
			19 State of Texas
			48 State of Texas
			49 Drug & Alcohol
			50 Per Capita
			51 PSI
			52 Educational Support Over
			53 Stafford House
			54 Electronic Monitoring
			55 JPAT Facility-Smart
			56 CCF
			57 CCF-Stress Clinic
			58 CCF-People Linking
			59 CCF-Off Offender Case Con
			60 TCAD/USCD
			61 TCADA-Alcohol Counseling
			62 CCF-New Unit 94
			63 CCF-Day Reporting Center
			64 CCF-Diagnostic Unit
			65 CCF-Stafford House
			67 CCF-Smart
			68 CCF-MR/ED Continuum
			69 CCF-Substance Abuse
			70 FEMA
			71 CCF-Shirley Supervised Living
			72 CCF-Vocational Inmate Program
			73 Asset Finding
			74 CCF-Armative Offender
			75 CARTS-PTF
			76 CCF-Diverse Home
			77 CCF-Accelerated Case Mng

# Chart of Accounts Balance Sheet Accounts

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
			78 Day Reporting Center
			79 Alcohol/Drug Offender (AO)
			80 TJPC-(A) 4590
			81 TJPC-(Y) 4591
			82 TJPC-(C) 4592
			83 State of Tenn IV-E Foster
			84 CAPCO
			85 CAPCO Tuition Fees
			86 Tenn Forest Service
			88 THCA
			89 Alcohol/Drug Offender-ACS
			90 Performance Reward F993
			91 TDDOT
			92 ESGF
			94 Hospitalization
			97 Interest
		30 Local Grants	05 Capital Metro
			11 Southern Union Gas
			12 Project Haystack
			14 ATS
			20 United Way
			25 MEMR
			30 Travis Co. Consulting Ctr
			44 Dist Atty Discretionary
			45 Capital Metro
			55 Crim Justice Plng Council
			60 CSCD
			65 City of Austin
			75 CARTS
			94 SHTIRP
			97 Interest
			99 Co. Contribution to Grant
	8 CSCD Computer Services		
	9 Self Insurance Fund		
28 Deferred Revenues	1 Contingencies	10 SeriesNAI	
29 Equity & Other Credit	1 Investment Other Fund Assets		
	2 Contributed Capital		
	3 Retained Earnings	10 Reserved	
		20 Unreserved	
		30 Designated-Catastrophe	
		40 Catastrophe Losses-Indemnity Plan	
	4 Fund Balances	10 Reserved for Encumbrances	
		20 Reserved for Advances	
		30 Designated for Debt Serv	
		40 Designated-Capital Proj	
		50 Reserved for Crty Schools	
		60 Reserved for Emp Retire Sys	
		65 Reserved for Pys-Trial	
		70 Unreserved, Undesignated	
		80 Reserved-Catastrophe Losses	
		81 Reserved for Arbitrage	
		97 Residual Equity	01 Transfer In
			07 Transfer Out

11.001(a)

# CHART OF ACCOUNTS ACTIVITY/SUB-ACTIVITY

Activity		Subactivity	
51	General Government	1	County Judge
		2	Co. Commissioner - Pct 1
		3	Co. Commissioner - Pct 2
		4	Co. Commissioner - Pct 3
		5	Co. Commissioner - Pct 4
		6	County Auditor
		7	County Treasurer
		8	Tax Collector
		9	Budget and Research
52		1	Comar's Ct General Admin
		2	Human Resource Management
		3	Information Systems Mgmt
		4	General Services
		5	Facilities Engineering
		6	Purchg & Inventory Mgmt
		8	Environmental Analysis
		9	Historical Commission
53		1	Co. Agricultural Ext Serv
		2	Co Clerk *20,60 divisions
		3	Civil Management
		4	Trust & Agency
		5	Civil Service Commission
54	Justice System	1	County Attorney
		2	Co Clerk*10,20,40,50 divn
		3	District Clerk
		4	District Courts
		5	District Attorney
		6	County Courts at Law
		7	Probate Court
		8	Justice of Peace 1
		9	Justice of Peace 2
55		1	Justice of Peace 3
		2	Justice of Peace 4
		3	Justice of Peace 5
		4	Dispute Resolution Center
		5	Law Library
		6	Trust & Agency
		7	Criminal Justice Planning



# CHART OF ACCOUNTS ACTIVITY/SUB-ACTIVITY

Activity	Subactivity
56 Law Enforcement	1 Administration (Sheriff)
	2 Sheriffs Support
	3 Patrol (Sheriff)
	4 Investgtn/Process-Sheriff
	5 Mental Health Unit-Sherif
	6 Constable 1
	7 Constable 2
	8 Constable 3
	9 Constable 4
57 Law Enforcement	1 Constable 5
	2 Medical Examiner
	3 Trust & Agency
	4 Security-Sheriff
58 Corrections & Rehabilitation	1 Inmate Services (Sheriff)
	2 Central Booking (Sheriff)
	3 Davis Co. Jail-Sheriff
	4 Correction Complex-Del Valle
	5 Community Superv. & Corr.
	6 TC Counseling Center
	7 TCACS
	8 Pre-Trial
	9 County Attorney Programs
59 Juvenile Services	1 Juvenile Defender
	2 Child Protective Services
	3 Juvenile Court
	4 TRIAD
60 Public Health	1 General Health
	2 Emergency Medical Service
	3 Fire Marshall
61 Human Services	1 Human Services
	2 Veterans Service
	3 Trust & Agency

Activity		Subactivity	
62	Transportation & Roads	1	PITD
		2	Road Districts
63	Parks & Recreation	1	PITD (Parks)
		2	Trust & Agency
64	Capital Outlay	1	Cert of Obligation 1987-A
		2	Palm School CO's 1985
		3	Cthouse Remodelg Bds 1982
		4	Jail CO's 1984
		5	CIP Road Bonds
		6	Cert of Obligation 1994A
		7	Perm Improv Bonds 1994A
		8	Capital Aquisition 1995
65	Capital Outlay	2	Cert of Oblig 1992-Construction
		3	Cert of Oblig 1992-Non Construction
		4	Cert of Obligations 1992-Construction
		5	Cert of Obligations 1995
		6	Perm Improv Bonds 1995
		7	
		8	
		9	Equipment Acquisition Notes
66	Capital Outlay	1	Cert of Obligation 1989
		2	SWTC Road District No.1
		3	NWTC Road District No.2
		4	NWTC Road District No.3
		5	Perm Improvement Bds 1990
		6	Cert of Obligation 1990
		7	Cert of Obligation 1987
		8	Cert of Obligation 1991
		9	Cert of Obligation 1992-Non Construction
67	Debt Service	1	Limited Tax Ref. Bond 91A
		2	Unlimited Tax Ref. Bonds 91B
		3	Limited Tax Ref. Bonds 92A
		4	Unlimited Tax Ref. Bonds 92B
		5	Cert of Obligation 1992
		6	Cert of Obligation 1992B
		7	Fiber Optics

# CHART OF ACCOUNTS

## ACTIVITY/SUB-ACTIVITY

Activity		Subactivity	
		8	Cert of Obligations 1994A
		9	Perm Improv Bonds 1994A
68	Debt Service	1	Perm Jail Impr CO's 1985A
		2	Unlimited Tax Ref Bds 85A
		3	Limited Tax Ref Bonds 85B
		4	Road Bonds 1986-A
		5	Perm Impr Bonds 1986-A
		6	Perm Impr Ref Bonds 1986
		7	Cert of Obligation 1987
		8	Road Bonds 1987-A
		9	Cert of Obligation 1987A
69		1	Equipment Acquistn Notes 87
		2	Cert of Obligation 1989
		3	Perm Impr Bonds 1989
		4	Cert of Obligation 1990
		5	Perm Impr Bonds 1990
		6	SWTC Unlimited Tax Ref Bd
		7	C.O.'s 1991
		8	NWTC #2 Road Bonds 1987
		9	NWTC #2 Road Bonds 1989
70	Other Financing Sources	1	Other Financing Uses
80	Reserves	0	Reserves
		1	Reserves

21.001(F)

# CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
31 Taxes	1 General Government	10 Property Taxes	10 Current Property Taxes
		20 Delinquent Taxes	10 Current Delinquent Taxes
			20 Prior Years Delinquent Tax
		30 Penalty & Interest	00
		40 Alcohol Beverage Tax	00
		50 Bingo Gross Receipts Tax	00
		60 State Tax	00
		70 Bank Franchise Tax	00
		80 Unclaimed Property Tax Refunds	
	2 Debt Service	10 Property Taxes	10 Current Property Taxes
		20 Delinquent Taxes	10 Current Delinquent Taxes
			20 Prior Years Delinquent Tax
	3 Transportation & Roads	10 Property Taxes	10 Current Property Taxes
		20 Delinquent Taxes	10 Current Delinquent Taxes
			20 Prior Years Delinquent Tax
		30 Penalty & Interest	
32 Intergovernmental Revenue	1 General Government	10 Federal Intergov Rev	10 Federal Grants
			30 Admin Cost Fees
			60 State Agency
			70 Local Agency
			99 Other Federal Intergov Rev
		20 State Intergov Revenue	10 State Grants
			11 State Grant-1
			12 State Grant-2
			14 TOCA 1
			15 TOCA 2
			20 State Apportionment
			30 Admin Cost Fees
			40 Auto Registration Fees
			99 Other State Intergov Rev
		30 Local Intergov Revenue	10 Local Grants
			20 Co. Contribution to Grants
			30 Admin Cost Fees
			40 Prior Year Risk Mang Claims
			99 Other Local Intergov Rev
33	Justice system	10 Federal Intergov Revenue	10 Federal Grants

### CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
			99 Other Federal Intergov Rev
		20 State Intergov Revenue	10 State Grants
			99 Other State Intergov Rev
		30 Local Intergov Revenue	10 Local Grants
			11 Local Grant-1
			20 Co. Contributions to Grants
			99 Other Local Intergov Rev
	3 Law Enforcement	10 Federal Intergov Revenue	10 Federal Grants
			99 Other Federal Intergov Rev
		20 State Intergov Revenue	10 State Grants
			99 Other State Intergov Rev
		30 Local Intergov Revenue	10 Local Grants
			20 Co. Contributions to Grants
			30 Liter Control Officer-COA
			40 Law Enforcement Services
			99 Other Local Intergov Rev
	4 Corrections & Rehabilitation	10 Federal Intergov Revenue	10 Federal Grants
			20 Mails of Federal Prisoners
			99 Other Federal Intergov Rev
		20 State Intergov Revenue	10 State Grants
			20 State Aid - Per Capita
			21 State Aid-Supplemental Pd
			40 Special Program Funding
			50 State Grants Reim.
			99 Other State Intergov Rev
		30 Local Intergov Revenue	10 Local Grants
			11 Local Grant-TGCC
			20 Co. Contributions to Grants
			99 Prior Year Revenues (CAFR)
			99 Other Local Intergov Rev
	5 Juvenile Services	10 Federal Intergov Revenue	10 Federal Grants
			1 AFDC
			30 AFDC - Prior Year
			99 Other Federal Intergov Rev
		20 State Intergov Revenue	10 State Grants
			99 Other State Intergov Rev
		30 Local Intergov Revenue	10 Local Grants



ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
			20 Co. Contributions to Grants
			99 Other Local Intergov Rev
	6 Public Health	10 Federal Intergov Revenue	10 Federal Grants
			20 Medicaid Reimb. 92
			21 Medicaid Reimb. 93
			30 Medicare Reimb. 92
			31 Medicare Reimb. 93
			32 Medicaid Reimbursement
			40 FQHC Medicaid
			50 FQHC Medicare
			99 Other Federal Intergov Rev
		20 State Intergov Revenue	10 State Grants
			99 Other State Intergov Rev
		30 Local Intergov Revenue	10 Local Grants
			20 Co. Contributions to Grants
			99 Other Local Intergov Rev
	7 Human Services	10 Federal Intergov Revenue	10 Federal Grants
			60 State Agency
			99 Other Federal Intergov Rev
		20 State Intergov Revenue	10 State Grants
			11 State Grant-1
			12 State Grant-2
			13 State Grant-3 ESGP
			16 State Grant-SLJAG
			99 Other Intergov Rev
		30 Local Intergov Revenue	10 Local Grants
			11 Local Grant-1
			12 Local Grant-2
			13 Local Grant-3
			14 Local Grant-4
			20 Co. Contributions to Grants
			99 Other Local Intergov Rev
	8 Transportation & Roads	10 Federal Intergov Revenue	10 Federal Grants
			30 Administration Cost Fees
			99 Other Federal Intergov Rev
		20 State Intergov Revenue	10 State Grants
			20 Gasoline Tax Refunds
			30 Federal Road Fund Disb.
			40 Auto Registration Fees
			99 Other State Intergov Rev

# CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
		20 Local Intergov Revenue	10 Local Grants
			20 Co. Contributions to Grants
			30 Adm. Fee's
			40 Prior Year Risk Mgmt. Claims
			99 Other Local Intergov Rev
	9 Parks & Recreation	10 Federal Intergov Revenue	10 Federal Grants
			99 Other Federal Intergov Rev
		20 State Intergov Revenue	10 State Grants
			99 Other State Intergov Rev
		30 Local Intergov Revenue	10 Local Grants
			20 Co. Contributions to Grants
			99 Other Local Intergov Rev
33 Charges for Services	1 General Government	10 Fees of Office	10 Fee for Collecting CJ Tax
			11 Fee of Collctg Union Dues
			12 Fee for Collctg COBRA Prem
			13 Returned Check Fees
			14 Credit Union Fees
			15 Admin. Cost Fees
			20 Voter Registration Fees
			21 Certificate of Title Fees
			22 Occupation Tax Fees
			23 Wine & Beer Taxes
			24 Sales Tax Fees
			25 Boat Report Fees
			26 Auto Registration Fees
			27 Miscellaneous Fees
			28 Coll Fees -Other Entities
			30 Recording Fees
			31 Certified Copies
			32 TABC Application Fee
			33 Trust Fund Fees
			35 Election Services
			36 Vital Statistic Report Fee
			37 Record Search Fees
			38 Fees for Copies
			39 Fees for Mailing
			40 Records Mgmt. Preser. Fee
			41 School Guard Crossing Fee
			42 Notary Fees
			43 Security Fees
		20 Concession Revenue	00
		30 Concess from Pay Stations	00

# CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
	2 Justice System	10 Fees of Office	10 Civil Fees-State
			11 Civil Fees-Other
			12 Criminal Fees
			13 Jury Fees
			14 Attorney Fees-Inst.
			15 Adoption Fees
			16 Investigative Fees
			17 Court Reporter Fees
			18 ADRS Fees-District
			19 ADRS Fees-County
			20 ADRS Fees-Probate
			21 Judge Salary Fees
			22 Probate Fees
			23 Mental Health Fees
			24 General TFC-Traffic
			26 Bailment Domain
			27 Court Clerk Fees
			29 Returned Check Fees
			30 Probate Training Fees
			31 Judge Travel Exp Fee - MH
			32 Atty Ad Litem Fee - MH
			33 Welfare Fraud Fees
			34 Trust Fund Fees
			35 Birth Certificate Fees
			36 Vital Statist Rpt Fees
			37 Record Search Fees
			38 Fees for Copies
			39 Certified Copies
			40 Law Library Fees - Dist.
			41 Law Library Fees - Co. Ct
			42 Law Library Fees -Probate
			43 Sheriff Venue Fees
			44 Legal Research Fees
			50 Breath Testing Fees
			70 Master Fees - Dist Co
			71 Master Fees-Co. Ct
			72 Master Fees-Probate
			73 Judiciary Fees - State
			74 Records Mgmt. Proscr. Fee
			75 Fax Fees
			76 Security Fees
			77 Direct Draft Fees
	3 Law Enforcement	10 Fees of Office	11 Civil Fees - Other
			12 Criminal
			13 Autopsy Fees
			20 Venue (Sheriff) Fees



# CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
			20 Community Services
			38 Autopsy Reports
			40 Bail Bond Fees
			50 Breath Testing Fee
			51 Testimony Fees
			52 Security Fees
		20 Tuition Fees	00
		30 City Tax Citations	00
		40 Transportation	
		50 Law Enforcement Serv	
		60 DRES Waiver Fee	
		99 PR YR Manual Entries CAFE	
	4 Correction & Rehabilitation	10 Fees of Office	10 Probation Supervision Fees
			11 Alcohol Evaluation Fees
			12 Federal Bond Fees
			13 Pre-Trial Fees - TCCSAC
			14 Supervision-Child Support
			15 Service Center Fees
			16 Electronic Monitoring Fees
			17 Rehab Treatment Fees
			19 Participant Pyrite
			20 Intervention Program Fees
			21 Drug Education Fees
		20 Tuition Fees	00
		30 County Jail Fee	00
		40 Law Enforcement Services	00
		50 Concession Revenue	
		60 Commodity Fee	
	5 Juvenile Services	10 Fees of Office	00
			10 Investigation Fees
			11 Attorney Fees Reimbursement
			20 Child Sup Adm Fees
			30 Child Placement Fees
			40 Juvenile Prob. Fees
	6 Public Health	10 Fees of Office	10 Septic Tank Inspections
			11 Private Sewage Permits
			12 Engineered Const. Permits
			13 Engineered Adjusted Permit
			14 Permit Renewals
			15 Tank Replacement Permits
			16 Pollution Test Fees
			17 Reinspection Fees

# CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
			18 Certification Fees
			19 Onsite Sewer Inspection Fees
			20 Septic Tank Review Fees
			21 Lot Evaluation Fees
			30 Junkyard Fees
			31 Food Establishment Permits
			32 Mobile Food Permits
			33 Plan Review
			34 Contract Food Permits
			35 Animal License
		20 EMS Service Fees	10 Patient Fees
			20 Starlight Fees
		30 Hauling to Landfill	00
		40 Hazardous Waste Fees	00
		50 Health Services Fees	10 Medicaid
			20 Medicare
			30 Transcript Fees
			40 Patient Fees
			50 Private Insurance
			60 FQHC Patient Fees
	7 Human Services	10 Food Office	00
			10 Interpreter Fees
		20 Fair Use Fees	00
	8 Transportation & Roads	10 Fees of Office	10 Subdivision Prelim Fees
			11 Subdivision LongForm Final
			12 Subdivision ShortForm Final
			13 Subdivision Amend & Revisions
			20 Cuten A
			21 Cuten B
			22 Res A
			23 Res B
			24 Site Dev A
			25 Site Dev B
			26 Driveway
			27 LURA Non-Point
			28 Utility
			29 Auto Registration Fees
			40 Vacation of Easement
			41 Road Name Changes
			42 Inspection Fees

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
			43 Street Repair Service
		20 Road District Fees	00
		30 Hauling Fees • Landfill	00
	9 Parks & Recreation	10 Fees of Office	00
		20 Park Fees	10 Entrance
			20 Softball Field
			30 Shelter Rental Fees
		30 Concession Revenue	
35 Fines	1 Justice System	10 Fines	
		20 Bond Forfeitures	10 Security Fees
			20 Records Mang Fee
	2 Law Enforcement	10 Fines	00
30 Interest Income	1 General Government	10 Current Investments	10 Demand Accounts
		20 Short-Term Investments	10 Certificates of Deposit
			20 Repurchase Agreements
			30 US Treasury Instruments
			40 Commercial Paper
			50 Agency Discount Notes
			55 Mutual Fund-Tenpool
			56 Treas Pool
			60 Mutual Funds
			65 Rebate Fees
			66 Trust Fees Reimb.
			70 Municipal Bonds
			80 Pooled Cash Invest
			89 Other Short-Term Invest
		30 Long-Term Investments	00
		40 Interest Refund	
		50 Interest Dist. Clerk	
	2 Justice System	10 Current Investments	10 Demand Accounts
		20 Short-Term Investments	10 Certificates of Deposit
			20 Repurchase Agreements
			30 US Treasury Instruments
			40 Commercial Paper
			50 Agency Discount Notes
			56 Treas Pool
			60 Mutual Funds
			70 Municipal Bonds



ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
			80 Pooled Cash Invest
			99 Other Short-Term Invest
		30 Long-Term Investments	00
	3 Law Enforcement	10 Current Investments	10 Demand Accounts
		10 Short-Term Investments	10 Certificates of Deposit
			20 Repurchase Agreements
			30 US Treasury Instruments
			40 Commercial Paper
			50 Agency Discount Notes
			60 Mutual Funds
			70 Municipal Bonds
			80 Pooled Cash Invest
			99 Other Short-Term Invest
		30 Long-Term Investments	00
		30 Long-Term Investments	00
	4 Corrections & Rehabilitation	10 Current Investments	10 Demand Accounts
		20 Short-Term Investments	10 Certificates of Deposit
			20 Repurchase Agreements
			30 US Treasury Instruments
			40 Commercial Paper
			50 Agency Discount Notes
			60 Mutual Funds
			70 Municipal Bonds
			80 Pooled Cash Invest
			99 Other Short-Term Invest
		30 Long-Term Investments	00
		99 Other	10 Barnes, Lander, Votaw, Pae
	5 Juvenile Services	10 Current Investments	10 Demand Accounts
		20 Short-Term Investments	10 Certificates of Deposit
			20 Repurchase Agreements
			30 US Treasury Instruments
			40 Commercial Paper
			50 Agency Discount Notes
			60 Mutual Funds
			70 Municipal Bonds
			80 Pooled Cash Invest
			99 Other Short-Term Invest
		30 Long-Term Investments	00

# CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
	6 Payee Services	10 Current Investments	10 Demand Accounts
		20 Short-Term Investments	10 Certificate of Deposit
			20 Repurchase Agreements
			30 US Treasury Instruments
			40 Commercial Paper
			50 Agency Discount Notes
			60 Mutual Funds
			70 Municipal Bonds
			80 Pooled Cash Invest
			99 Other Short-Term Invest
		30 Long-Term Investments	00
	7 Debt Service	10 Current Investments	10 Demand Accounts
		20 Short-Term Investments	10 Certificate of Deposit
			20 Repurchase Agreements
			30 US Treasury Instruments
			40 Commercial Paper
			50 Agency Discount Notes
			60 Mutual Funds
			70 Municipal Bonds
			80 Pooled Cash Invest
			99 Other Short-Term Invest
		30 Long-Term Investments	00
		40 Interest Refund	
	8 Transportation & Roads	10 Current Investments	10 Demand Accounts
		20 Short-Term Investments	10 Certificate of Deposit
			20 Repurchase Agreements
			30 US Treasury Instruments
			40 Commercial Paper
			50 Agency Discount Notes
			60 Mutual Funds
			70 Municipal Bonds
			80 Pooled Cash Invest
			99 Other Short-Term Invest

		30 Long-Term Investments	00
	9 General Health	20 Short-Term Investments	80 Pooled Cash Invest
37 Apportionment	1 General Governmental	10 Premium on Investments	00
		20 Discount on Investments	00



# CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
	2 Justice System	10 Premium on Investments	00
		20 Discount on Investments	00
	3 Law Enforcement	10 Premium on Investments	00
		20 Discount on Investments	00
	4 Correctional Rehabilitation	10 Premium on Investments	00
		20 Discount on Investments	00
	5 Juvenile Services	10 Premium on Investments	00
		20 Discount on Investments	00
	6 Human Services	10 Premium on Investments	00
		20 Discount on Investments	00
	7 Debt Service	10 Premium on Investments	00
		20 Discount on Investments	00
38 Miscellaneous Revenue	1 General Government	10 Sales	10 Sale of Property
			20 Sale of Equipment
			30 Sale of Printed Materials
			40 Sale of Computer Gen Info
		20 Other Revenue	10 Refunds
			11 Gifts & Contributions
			12 CAPSO Contributions
			20 Oil Leases & Royalties
			21 Grazing Lease Income
			22 Public Parking
			20 Restitution - Probationers
			40 Subrogation Reimbursements
			50 Incidental Refunds
			99 Miscellaneous Collections
		30 Premiums	10 Accident/Health - Employee
			11 Dental - Employee
			12 General Liability - Employee
			13 Automotive Liab - Employee
			14 Worker's Comp - Employee
			15 Flex Spend - Dep Care - Employee
			16 Flex Spend - Unempl/Ret - Employee
			20 Accident/Health - County
			21 Dental - County
			22 General Liability - County
			23 Automotive Liab - County
			24 Worker's Comp - County
			25 Flex Spend - Dep Care - County

# CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
			26 FlexSpend-Universal Model-Ca
			27 Cobra Health Contribution
			28 Retiree Health Contribution
			29 Retiree Health Contrib-City
			30 Tort Liability
			31 Unemployment
			32 General Insurance
			33 Indemnity Pmt Refunds
		40 Leasing of Equipment	00
		50 Rent Revenue	10 Land Rent Revenue
			20 Buildings Rent Revenue
			30 Farmer's Market Rent
		60 Grants-Development Corps	
		70 Law Suit Settlements	10 Manville Prop Damage-Jur Crt
			20 Manville Prop Damage-Crime
			30 Dist. Clerk Trust Accts.
	2 Justice System	10 Other Revenue	10 Refunds
			12 Jury Contributions
			30 Restitution/Reimburse
			40 Restitution-Accused Fees
			99 Miscellaneous Collections
		20 College Work Study	00
		30 Contracts	10 Contra Justice Ctrt Court Oversight
			20 Operations-Worksheet
	3 Law Enforcement	10 Other Revenue	10 Refunds
			99 Miscellaneous Collections
	4 Corrections & Rehabilitation	10 Other Revenue	10 Refunds
			99 Miscellaneous Collections
		20 Work Release Program	00
	5 Juvenile Services	10 Other Revenue	10 Refunds
			11 Gifts & Contributions
			99 Miscellaneous Collections
		20 Child Support	00
		30 Social Security Refunds	00
		40 Social Security, SSI, VA	00

# CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
	6 Public Health	10 Other Revenue	10 Refunds
			11 Gifts & Contributions
			99 Miscellaneous Collections
		20 Sales Revenue	10 Sale of Printed Material
		30 Grants-Dev. Corp.	00
	7 Human Services	10 Other Revenue	10 Refunds
			11 Gifts & Contributions
			12 Juror Contributions
			99 Miscellaneous Collections
		20 Grants-Development Corps	00
		30 Donations-SUG	00
	8 Transportation & Roads	10 Sales Revenue	10 Arrears
			20 Culvert Pipe
			30 Millbox
			40 Water Sales
			50 Maps
			60 Sale of Printed Material
			70 Sale of Printed Equipment
			80 Sale of Property
		30 Rent Revenue	00
		30 Other Revenue	10 Refunds
			30 Asphalt Density Penalty
			30 Excess Weight Fees
			40 Restitution
			99 Miscellaneous Collections
	9 Parks & Recreation	10 Other Revenue	10 Refunds
			11 Donations/Contributions
			30 Penalties/Prohibitions
			99 Miscellaneous Collections
		20 Rent Revenue	00
39 Miscellaneous Revenue	1 Debt Service	10 Other Revenue	10 Refunds
	2 Capital Projects	10 Other Revenue	
40 Other Financing Sources	1 Capital Projects	10 Law Suit Settlements	00
	2 Sale of Bonds	20 Permdragon Bonds 1994A	
		20 Perm Inpropr Bonds 1995	



# CHART OF ACCOUNT REVENUES

ACTIVITY	SUBACTIVITY	ELEMENT	OBJECT
	3 Sale of Cert of Obligate	10 C.O.'s 1991	
		20 C.O.'s 1992	10 Non Construction
			20 Construction
			30 Pension on Sale of C.O.
		30 C.O.'s 1992B	
		40 Certificate of Obligation 1994A	10 Equipment & Capital Projects
			20 CBP
		50 Certificate of Obligation 1995	10 Equipment & Capital Projects
			20 Executive Office Building
	4 Equip Acq by Capital Lease		
	5 Equip Acq by Other Debt		
	6 Proceeds- Refunding Bonds		
	7 Operating Transfers In	10 Transfer From General Fd	00
		20 Transfer from CAPSO	00
		30 Transfer from DAFSO	00
		40 Transfers From Employer	00
		50 Transfer from Other Funds	01 Official Fees
			25 Performance Rewards
			28 Co Clerk Rec Mngt & Process Fe
			30 Cash Bond Fund
			31 Courthouse Security Fund
		60 Transfer from Bond Funds	00
		70 Transfer from Road&Bridges	00
		80 Transfer from Park Fund	00
		90 Transfer from Self Insurance	
		91 Transfer from Counseling Cntr	
		92 Transfer from Other Div&Div	10 CSCD Per Capita
			20 Community Correction

## ***Subchapter B. Travis County Debt Policy***

### **21.002 [Purpose]**

The purpose of this policy is to provide guidelines for the Commissioners' Court in deciding whether to issue additional debt and to attempt to keep the debt issuance of the County within established limits.

### **21.003 [General Approach to Debt]**

General Approach to Debt. Travis County will maintain a prudent approach to the issuance of debt that includes the following:

- (1) Travis County will ensure that necessary services are provided in this community in a timely and sufficient manner using current revenues.
- (2) Travis County will ensure that necessary equipment and facilities are provided to County departments in a timely manner using the most frugal method of payment available for such expenditures.
- (3) Routine purchase and replacement of capital equipment and furniture and "down payments" on larger capital projects will be financed through the establishment of a Capital Acquisition Fund from current operating revenues. This fund will be gradually increased as existing funds become available and as economic circumstances allow, to eventually eliminate the need for issuing debt or entering into any other financing arrangement for recurring operating equipment purchases.
- (4) Sale of bonds or certificates of obligation will follow general market conventions assuring the best interest rate deemed possible at the time, as determined by the Commissioners' Court, based upon advice from the County's financial advisors.

### **21.004 [Long-Term Debt]**

(a) The Travis County Commissioner's Court will not issue long-term debt (with a repayment period in excess of five years) without the approval of such bond issue by the voters at an election, except under the following circumstances:

- (1) The expenditure is legally required of the County, where penalties or fines could be imposed on the County if the expenditure is not made.  
Or,
- (2) The issuance of the debt results in an actual overall tax savings to the voters during, at least, the life of the bonds.  
Or,
- (3) The voters have previously approved the issuance of general obligation bonds but, for legal reasons, certificates of obligation must

be substituted for such bonds in order to carry out the voters' authorization.

#### **21.005 [Capital Expenditures]**

Capital expenditures, particularly those involving the issuance of debt, will be approved only in the context of multi-year planning by the County.

#### **21.006 Process to Determine Needs**

- (a) Expenditures for capital improvements and equipment will be requested, justified and approved, specifying the recommended method of finance for such expenditures as part of the annual County budget process, prior to budget adoption.
- (b) Each year as part of the budget process, the office preparing the County Budget will prepare a separate annual debt report analyzing all requests for expenditures which are proposed to be financed with debt. The report will explain: (1) the importance of making each of the expenditures and the impact if the expenditure is not made, (2) why debt financing was recommended (as opposed to other methods of payment) and how that recommendation relates to these debt policies, (3) the impact the proposed new debt will have on the County's debt service tax rate and an analysis of such impact on the average county taxpayer, and (4) the impact of the issuance of the proposed County debt in light of the general obligation debt of other taxing entities in Travis County (schools, cities, special districts).
- (c) Building renovation or construction projects will be reviewed and assessed by the Facilities Engineer prior to consideration by the Commissioner's Court.
- (d) The Public Improvements and Transportation Department will review and assess any project which includes roads, drainage or parks prior to consideration by the Commissioner's Court.
- (e) The Commissioners' Court will decide which projects will be undertaken, the timing of those projects and the source of funding to be provided for accomplishment of those projects.

#### **21.007 Debt Policies**

- (a) A debt service reserve of at least 10% of total debt service requirements for the current fiscal year will be maintained to ensure availability of funds to meet the debt service payments in the event of tax revenue shortfalls.
- (b) The term of any debt should not exceed 20 years, and should never exceed the useful life of the asset, or the weighted average useful life of a group of assets when multiple assets are funded in a single issue.
- (c) Except in the case of revenue producing facilities, debt will not be issued for the purpose of making debt service interest payments. If interest

capitalization becomes necessary, it will only be used for three years or the period of the construction phase, whichever is the shorter period.

- (d) Delays in repayment of principal will be part of the debt structure only if in a particular circumstance such delay is seen to be in the County's best financial interest.
- (e) Interest earnings on bonds which have been sold will be retained in the project until that project is completed. Funds unneeded for the project after its completion will be deposited in the Interest and Sinking Fund in order to mitigate the need to increase the debt service tax rate. Excess funds will not be allowed to increase the scope of the original project without additional justification and analysis.
- (f) Optional debt redemption shall be provided for, based upon the advice of the County's financial advisor.
- (g) Until the Capital Acquisition Fund is fully operational, Travis County will maintain a ratio of annual short-term debt service payments to total debt service of 25% or less, and short-term debt service payments to total General Fund expenditures of 5% or less.
- (h) Guidelines in the form of industry-standard ratios will be reviewed in conjunction with each debt issuance in order to provide a framework within which to view overall Travis County debt. Those guidelines ratios include:
  - (1) Net bonded debt to assessed valuation should not exceed the range of 1.0%-1.5%.
  - (2) Net bonded debt to population should not exceed \$ 500 per capita.
  - (3) Debt service to total expenditures (operating expenditures and debt service combined) shall be reduced to achieve a level of approximately 20% or less within ten years.
  - (4) A total debt target of 5% of market value for all overlapping debt in Travis County (county, city, school district and other) will be established, in concert with cooperative efforts toward sharing this goal with the other debt-issuing entities.

## Chapter 34. Vehicle/Heavy Equipment Replacement Policy<sup>1</sup>

### Contents:

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### 34.001 Executive Summary<sup>2</sup>

- (a) This policy integrates previously unwritten policies of Travis County departments with the best policies and recommendations of several state, county, and city governments. It addresses:
- (1) Centralized Data Collection & Dissemination
  - (2) Effective Fleet Maintenance & Repair Program
  - (3) Vehicle/Equipment Replacement Criteria
  - (4) Specifications for New Fleet Purchases
- (b) The data collection & dissemination software package is a vital foundation to all the other components of the policy. The package is installed and being debugged.
- (c) Once on-line, this software package will provide the data to establish an effective maintenance and repair program.
- (d) The policy establishes maximum shop turnaround times of 3 working days for primary (patrol) vehicles, and 7 working days for Secondary vehicles.

<sup>1</sup> Chapter 34 was replaced by Travis County Commissioners Court on 3/28/1995 and amended 3/30/1999, Item #1.

<sup>2</sup> Section 34.001 was amended 3/30/1999, Item #1.



- (e) Improvements in the fleet will dictate increased levels of expertise in our mechanics, and may eventually require the need for Master Mechanic Certification. Training funds must be provided to obtain the advanced training this will require.
- (f) Replacement criteria are to optimize vehicle life-cycle costs. Off-road equipment and on-road vehicles greater than 1 ton, are considered separately. A comprehensive chart is provided to specify those criteria. Other fleet vehicles are classified as either Primary or Secondary. This policy allows a vehicle to be eligible for replacement at the following times:
  - (1) Primary 60 - 70,000 miles, 3 years, and cumulative repair cost = 50% of initial cost
  - (2) Secondary 75 - 85,000 miles, 7 years, and cumulative repair cost = 50% of initial cost.
- (g) This will be the third of a four year phase-in period. The phase-in period was selected to avoid a large outlay in its early years of operation. The fleet count, reported at 541 last year, was increased by 4 with Commissioner's Court action last year which approved assignment of used pickup trucks to each of the Human Services rural offices. This year's count totals 569. As with the change in last year's count, some of this apparent increase is a result of better accounting rather than an actual increase in the fleet.
- (h) In the event of replacement due to total loss, the Capital Acquisition Reserve shall be used to fund the balance of replacement cost, after the payment of actual cash value from the Self-Insured Risk Fund.

**34.002 Travis County Vehicle/Heavy Equipment Replacement Policy<sup>3</sup>**

- (a) Overview. The purpose of this document is to continue a comprehensive Vehicle/Equipment Replacement Policy in Travis County. The policy it establishes takes into account the need for any program which Travis County undertakes to be both financially sound and economically prudent. In addition, it recognizes the need for all County vehicles to be reliable and available for use to carry out the County's many and varied services to its constituents.
- (b) An integral and complementary component of this policy is the requirement for an effective County-wide Fleet Maintenance Program which encompasses both preventative maintenance and cost effective and timely repair for those vehicles which are in need of unscheduled service.
- (c) This policy further recognizes the need to expeditiously replace total loss vehicles and heavy equipment in order to maintain a department's productivity. The Self-Insured Risk Fund pays the actual cash value (original vehicle cost less diminished value), and the balance of the cost of a new

<sup>3</sup> Section 34.002 was amended 3/30/1999, Item #1.

replacement vehicle or heavy equipment is funded from the Capital Acquisition Reserve.

### **34.003—Background**

~~Travis County has seventeen (17) departments which use County vehicles to carry out their daily missions. This policy addresses all types of vehicles and equipment used by the various departments in their day-to-day operations including the heavy road equipment used by PITD in roadway and bridge maintenance. The following table identifies the departments which use County vehicles and the programmatic functions which require vehicle use.~~

#### ~~Travis County Vehicle User Departments and Vehicle/Equipment Use Overview~~

Department	Vehicles	Use/Needs	No	Chg
PITD	Trucks, Jeeps,	General Administration, Park Patrols, Inspections of	155	+2
Sheriff	Heavy Road	construction sites, Environmental Investigations, Maintenance	260	+18
Const. Pct. 1	Equip.	of Roads & Bridges, Road Hazard Emergency Response	7	-3
Const. Pct. 2	4-door Sedan,	Investigations & Processing, Uniform Patrol, Transportation of	6	-0
Const. Pct. 3	Trucks, Buses	Prisoners	10	+6
Const. Pct. 4	4-door Sedan	Civil Process, Law Enforcement	4	-0
Const. Pct. 5	4-door Sedan	Civil Process, Law Enforcement	30	-0
Gen. Services	4-door Sedan	Civil Process, Law Enforcement	32	-0
District Atty	4-door Sedan	Civil Process, Law Enforcement	13	-0
Health	4-door Sedan	Civil Process, Law Enforcement	29	+5
Human Svcs	Trucks, Jeeps,	Building, Vehicle, Computer, Telephone, Copier, and other	14	-0
EMS	Sedans, Vans	equipment Maintenance & Repair	1	-0
County Atty	4-door Sedan	Investigations	2	-0
Med Examiner	Trucks, Vans	Septic System Inspections, General Environmental	4	-0
Purchasing	4-door Sedan,	Investigations, Animal Control	0	-1
Info Systems	pickup truck	Client Transportation of the disabled and elderly	1	-0
Juvenile Court	Truck	STAR Flight maintenance	1	+1
	4-door Sedan	Criminal Investigations		
	Vans	Transportation to Medical Emergencies		
	4-door Sedan	County Inventory Process (loaner vehicle)		
	Minivan	Equipment Maintenance		
	Van	Transport juveniles		
		<u>TOTAL</u>	569	+28

### **34.004—History**

- (a) ~~Until April 21, 1992, Travis County had no comprehensive vehicle replacement or preventative fleet maintenance program. The previous lack of a cohesive program resulted in various fleet maintenance/replacement problems County-wide. Consequently, each department attempted to address its fleet management needs individually in order to carry out its mission. However, despite their best efforts, frequent repairs and associated downtime ultimately affected service delivery.~~
- (b) ~~A primary goal of the Vehicle Users Committee was and is to identify common fleet needs of County departments and combine the most effective solutions with solutions which have proven successful for other governmental agencies.~~

~~(c) The committee surveyed several other agencies about their vehicle replacement policies in an effort to incorporate the best alternatives from each into the Travis County policy. The following table summarizes the updated results of this survey.~~

### ~~34.005 Vehicle Replacement Policies of Other Agencies~~

<del>Agency</del>	<del>Replacement Policy</del>	<del>Comments</del>
<del>City of Austin</del>	<del>Administrative: 10-years or 72,000 miles. Patrol: 3 years or 75,000 miles.</del>	<del>i) Policy currently in draft form ii) Patrol cars average 3,400 miles/month (40,000+ / year) iii) In practice, Patrol cars replaced 24-30 months with 85-95 K-mi. iv) Retired Patrol cars sold, not filtered down. v) Diesel vehicles replaced at 8 yrs/130,000 miles.</del>
<del>Department of Public Safety</del>	<del>10 years or 80,000 miles</del>	<del>vi) No written policy vii) Patrol cars average 2,500 miles/month (30,000/year) viii) Replacement funding through legislative appropriation</del>
<del>Texas Department of Transportation</del>	<del>Varies by vehicle Based on Age &amp; mileage, repair hist</del>	<del>ix) Performed comprehensive survey of all 50 states in 1988 x) Developed In-House System for all 17,000 units in Fleet. xi) Uses a computer model to forecast replacement year prior to meeting actual requirements.</del>
<del>Harris County</del>	<del>N/A</del>	<del>xii) Don't have sufficient funds to replace all identified vehicles. xiii) No policy currently in place xiv) Began charging user departments in FY92 to fund replacements. xv) Average vehicle retirement: Patrol cars 125 to 150,000 miles; Administrative 125,000 miles. xvi) Due to funding problems, some vehicles over 200,000 miles</del>
<del>Dallas County</del>	<del>90% replaced at 150,000 miles</del>	<del>xvii) Patrol Vehicles average 7,000 miles/month (84,000 /year) xviii) In FY94 vehicle replacement funded through General Fund.</del>
<del>LGRA</del>	<del>N/A</del>	<del>xix) No written policy. xx) Developed In-House data base system for Fleet Maintenance.</del>
<del>Tarrant County</del>	<del>25% of Sheriffs Dept Vehicles replaced annually.</del>	<del>xxi) Vehicles average 125,000 miles/year; (24hr use) xxii) Other County vehicles rotated through system xxiii) Funding accomplished through Certificates of Obligation</del>
<del>Dade County</del>	<del>Replacement based upon cost per mile, age and mileage criteria.</del>	<del>xxiv) Centralized Fleet Management Program where Individual Departments "Lease" Vehicles from Centralized Fleet Management. xxv) Typically, administrative vehicles replaced at 6 years or 75,000 miles; patrol vehicles at 100,000 miles. xxvi) Uses a revolving fund to purchase new vehicles.</del>

### **34.006 Policy Needs**

- (a) To implement an effective vehicle/equipment replacement policy and correct deficiencies, the committee identified several areas of need which are addressed in this policy:
  - (1) Centralized Data Collection and Dissemination
  - (2) Effective Fleet Maintenance & Repair Program
  - (3) Vehicle/Equipment Replacement Criteria
  - (4) Specifications for New Fleet Purchases. Each one of these areas contributes to an effective overall Fleet Management Program and is an integral component of a comprehensive policy.
- (b) Centralized Data Collection and Dissemination
  - (1) To implement an effective long range fleet management program, a comprehensive data collection and distribution system must first be put into place. In the course of preparing this policy, the committee learned that there were many separate data collection programs being used by departments in the County. This scattered approach resulted in some redundancies, while other data collection needs were not addressed.
  - (2) To resolve this problem, prior to the inception of the Vehicle Users Committee, the General Services (GSD) and Public Improvements & Transportation (PITD) Departments began working to obtain a Computerized Fleet Maintenance Management Program (FMMS) for Travis County. It remains the consensus of the committee that implementation of such a program, county-wide, will provide the County with the necessary data to make informed decisions regarding vehicle/equipment replacement.
  - (3) Two years and countless man hours have now been invested in extensive research and investigation to determine the best possible system for Travis County. Our personnel joined forces with the City of Austin to prepare and publish an extremely detailed joint RFP. Although no joint solution resulted, working with the city on the RFP contributed greatly to our knowledge base. The evaluation that followed included acceptance tests (demonstrations), business functionality, vendor corporate viability, vendor support, site visits and telephone interviews, interface solution, vendor commitments, preparation installation & maintenance, and overall evaluated cost. Altogether, 18 county employees made 3 separate trips to 4 sites in Texas, and 1 site in Florida, to evaluate Fleet and Work Order software. The software was installed last year, and is currently being debugged.
- (c) Effective Fleet Maintenance & Repair Program

- (1) The second need the committee identified is that of an effective fleet preventative maintenance program. The data collection and distribution system is a vital component of this process. Information from the FMMS will enable County departments to have the necessary data to determine when a vehicle is due for routine maintenance. This should result in fewer costly repairs, less downtime, and ultimately, should yield better service to the County constituency.
  - (2) Increased shop staffing at the Smith Road location in FY92, has proven effective in reducing fleet downtime. To keep work backlog at a minimum, GSD uses the following as a guide for unscheduled repairs. Vehicles which cannot be repaired in the specified time are considered for repair by an outside vendor.

	Primary	Secondary
Maximum Shop Turnaround Time	3 working days	7 working days
  - (3) With newer vehicles and equipment being introduced into the inventory, higher levels of expertise and more sophisticated diagnostic equipment are required to keep up with changing technology. These changes require that County mechanics continue to receive advanced training and may eventually include the need for Master Mechanic Certification. This will necessitate continued support in the appropriate annual budget line items.
- (d) Vehicle/Equipment Replacement Criteria. Vehicle and equipment replacement criteria are vital to the successful and efficient completion of county business. The committee identified factors which optimize life-cycle vehicle costing. These factors indicate when to cost effectively replace vehicles to provide the number and quality of vehicles for the required level of service.
- (e) Specifications for New Purchases
- (1) According to a Vehicle Replacement Report from Dade County, Florida, their experience has shown that low quality vehicles with a low initial cost prove to be more costly over the long run.
  - (2) It is the consensus of the committee that the long-range benefits to purchasing quality vehicles outweighs any initial savings the County might realize from purchasing the least expensive alternatives. In addition, long range planning of vehicle/equipment replacement means that the County can plan on purchasing similar models of vehicles in subsequent years, thereby minimizing the need for specialized mechanical training. This should also allow the County to stock more parts, thereby speeding the repair process.
- (f) Alternative Fuel Vehicles
- (1) Alternative fuel vehicles (AFVS) are fast becoming a way of life in Travis County. On December 21, 1993, Commissioner's Court approved an AFV policy which is reproduced on page 20 of this

document. The Policy requires increasing levels of participation, and that by model year 2001, 70% of all new vehicle acquisitions be AFVs.

- (2) Additionally, Travis County recently joined a new program to encourage AFV use. On April 18, 1994, we joined the City of Austin and 27 other local government, business and community organizations in signing a memorandum of understanding making Austin the 8th city in the country and the first city in the state of Texas to join "Clean Cities Austin." This new federal program supports and encourages the use of AFVs to keep our air cleaner and reduce our dependence on foreign oil supplies.
- (3) AFVs are currently in use by several County departments. In addition to the benefits of cleaner air and reduced dependence on foreign suppliers, these fuels offer potential increased engine life and lower maintenance costs. As a bonus, the State of Texas has eliminated the 20¢ per gallon tax on both Compressed Natural Gas (CNG) and Liquid Propane Gas (LPG) fuels.
- (g) Exception to Policy. Attachment A is a copy of a December 5, 1991 memorandum regarding Planning for Corrections Vehicles. This memo outlines a plan which makes use of Inmate Labor and a Corrections' parts line item as part of their ongoing vocational/rehabilitation programs to maintain and repair all County Corrections Vehicles. The social and economic benefits of this Inmate Labor program still merit support. If this program meets with the continued approval of the Commissioners Court, the Corrections vehicles will continue to be exempt from the Fleet Maintenance and Repair Program, but subject to all other guidelines outlined herein. The committee continues to support this concept.

#### **34.007 Vehicle Replacement Policy**

- (a) Travis County's model for vehicle replacement is based on the following criteria:
  - (1) Age of Vehicle
  - (2) Mileage
  - (3) Repair History
  - (4) Expertise and knowledge of the Departmental Fleet Coordinator

These criteria have proven to be most effective for those agencies which have a successful vehicle replacement policy in place. This model is based both on sound statistical analysis and empirical evidence which takes into account the above factors and provides the most economically prudent replacement policy. The criteria are to be used as indicators by the departmental fleet coordinator when evaluating a vehicle for replacement.
- (b) Vehicle Categories

- (1) Travis County vehicles fit into one of three vehicle categories, as follows:
  - (A) Primary
  - (B) Secondary
  - (C) Auxiliary
- (2) Primary vehicles must be in the highest working order at all times. Any downtime in this category will adversely impact a County function of vital importance. Primary vehicles respond to citizens' needs which are of immediate consequence, are life threatening, or involve serious impact to human safety.
- (3) The following County Programs have been determined by the committee to fall in the Primary category: Sheriff's Patrol Vehicles
- (4) The Secondary category includes those vehicles which are not Primary or Auxiliary. These are vehicles used in non-life-threatening County functions. Downtime for these vehicles will, never-the-less, impact County service to its constituents.
- (5) The Auxiliary category is for those vehicles which have met all three criteria for replacement but which the Departmental Fleet Manager has determined may still be useful. These vehicles will be identified as a pool of loaner vehicles to be used when assigned vehicles are in the shop for repair. The size of any pool will be very closely controlled. Beginning in FY93, vehicles to be assigned to a pool must be approved by the Vehicle Users Committee. The personal experience of the Departmental Fleet Coordinator in assessing the continued viability of a vehicle in this category will be the main factor in the success of the vehicle loaner pool program. The total number of auxiliary vehicles within a department which has more than fifty vehicles will not exceed 10% of that department's total vehicle fleet. GSD will maintain a pool of non-specialty vehicles for departments with less than fifty vehicles.

(c) Age of Vehicle

- (1) It is important to recognize that vehicle utilization in different County programs places varied demands on the vehicles. Sheriff's Patrol vehicles for example, which are used for high speed pursuit, are burdened at a much greater stress level than vehicles used by the Human Services or Health Departments.
- (2) As a consequence of these varied demands, the policy takes a three-tiered approach when evaluating the age of a vehicle in consideration for replacement. County vehicles will be eligible for replacement as follows:

Category	Replacement Age
- Primary	3 years

- Secondary 7 years
- Auxiliary N/A

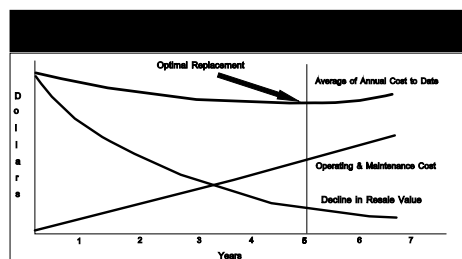
(d) Mileage

- (1) The second criteria for replacement consideration is mileage. Experience has shown that once a Primary vehicle approaches and exceeds 60,000 to 75,000 miles, its reliability in carrying out the missions of Travis County becomes substantially reduced. There is frequently a significant lag period between the time when a vehicle is tagged for replacement and when the vehicle is actually replaced. The Committee recommends that primary vehicles be tagged for replacement when they reach 60,000 + miles. This is to ensure that a properly functioning fleet is always available to carry out the County's varied missions.
- (2) County Vehicles in the Secondary category have a mileage replacement criteria of 65,000 - 85,000 miles, while those in the Auxiliary category will be assessed again on an individual basis by the Departmental Fleet Coordinator.

(e) Repair History

- (1) A vehicle which requires frequent and costly repairs should be considered for replacement even if the age and mileage are low. The Texas Department of Transportation published an Equipment Management Study which recommends replacement of a vehicle when average annual costs to date are at a minimum. This concept is illustrated in a generalized Optimum Replacement Point graph, below, which compares resale, operating and maintenance, and average annual costs of vehicles. They also use a cumulative repair cost percentage of 50% of original purchase price to determine the most economically effective time for vehicle replacement.

OPTIMUM REPLACEMENT POINT



- (2) The data required to perform either the Optimum Replacement Point or the Replacement Factor analysis is currently not available. However, implementation of the Computerized FMMS will allow us to gather sufficient information to complete a vehicle specific detailed analysis. Each vehicle can then be individually scrutinized for replacement.



## (f) Policy Implementation

- (1) During an annual vehicle inventory to be taken in March of each year, all the vehicles in the County fleet which meet one, two, or all three of the replacement criteria will be identified. Those vehicles which meet one or two of the criteria will then be further assessed by the Departmental Fleet Coordinator, who will, by physical inspection, determine if the vehicle should be proposed for replacement when funds are identified.
- (2) Vehicles which are identified as meeting all three criteria will be eligible for replacement. The departmental Fleet Coordinator may determine that although a vehicle has met all the replacement criteria and may no longer be dependable, it still has some value as a loaner vehicle. As has been indicated, this will be done on a case-by-case basis.
- (3) The following table summarizes the vehicle replacement criteria:

VEHICLES	USAGE MILES	AGE	REPAIR COSTS	FY94 *Vehicle Cost
SHERIFF PATROL SEDAN	60 - 70,000	3	50 %	\$13,500
EMS TRUCK	75 - 85,000	7	50 %	\$15,000
SEDANS	75 - 85,000	7	50 %	\$12,500
PICKUP TRUCKS	75 - 85,000	7	50 %	\$15,000
4 WHEEL DRIVE/UTILITY - Lite Duty	75 - 85,000	7	50 %	\$18,000
4 WHEEL DRIVE/UTILITY - Heavy Duty	75 - 85,000	7	50 %	\$20,000
CREW CABS < 1 TON	75 - 85,000	7	50 %	\$21,000
UTILITY BED - 1 TON	75 - 85,000	7	50 %	\$21,000
VANS	75 - 85,000	7	50 %	\$18,000

\*Replacement costs are based on State vehicle contract prices paid during FY94.

Accessories (light bar, bed liner, tool box, etc.) may add up to \$1,500 to prices listed.

**34.008 Additional Costs of Alternative Fueled Vehicles**

VEHICLE	COST
Compressed Natural Gas Conversions:	
Sedan	\$3,550.00
Pickup Truck	\$3,499.00
Propane Conversions:	\$2,000.00
Sedan	\$1,600.00
Pickup Truck	
Dedicated Compressed Natural Gas (add-on expense):	
{ none available at the time of this printing }	

**34.009 Heavy Road & Bridge Equipment**

EQUIPMENT	USAGE MILES/ HOURS	AGE	REPAIR COSTS	FY 94 Replacement Cost
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BUS, DIESEL	150,000 mi	10	50 %	\$ 40,000
TRUCKS < 2 1/2 TON	140,000 mi	10	100 %	\$ 39,000
DUMP, SINGLE REAR AXLE, 29000 - 42900 GVWR	150,000 mi	9	100 %	\$ 49,000
DUMP, TNDM REAR AXLE, 43000 GVWR & GRTR	100,000 mi	8	100 %	\$ 54,000
TRUCKS TANK	100,000 mi	8	100 %	\$ 54,000
TRUCK WITH WATER TANK	140,000 mi	10	100 %	\$ 45,000
TRUCK WITH TAP/EMULSION TANK	150,000 mi	9	100 %	\$ 80,000
TRUCKS 2 1/2 to 8 TONS	150,000 mi	7	100 %	\$ 85,000
DUMP, SINGLE REAR AXLE, 29,000 - 42,900 GVWR	N/A	N/A	N/A	
DUMP, TNDM REAR AXLE, 52,000 GVWR	N/A	N/A	N/A	
TRUCK TRACTOR, TANDEM REAR AXLE, ALL GVWR	N/A	N/A	N/A	\$ 60,000
OTHER TRUCKS	N/A	N/A	N/A	\$ 75,000
FOUR WHEEL DRIVE UTILITY	N/A	N/A	N/A	\$ 90,000
LIGHT DUTY > 9,000 GVWR	N/A	N/A	N/A	\$115,000
15,000 to 18,900 GVWR	N/A	N/A	N/A	\$ 80,000
21,000 to 25,400 GVWR	N/A	N/A	N/A	\$ 90,000
25,500 to 28,900 GVWR	4,000 hrs	8	50 %	\$125,000
29,000 to 38,900 GVWR	8,000 hrs	10	100 %	\$100,000
> 39,000 GVWR	5,000 hrs	8	50%	\$180,000
TRASH COMPACTOR	6,000 hrs	10	100 %	\$ 35,000
BLADES	6,000 hrs	13	100 %	\$ 45,000
GRADER, MOTOR, CLASS I, < 79 H.P.	4,000 hrs	13	100 %	\$ 65,000
GRADER, MOTOR, CLASS II, 80 to 124 H.P.	6,000 hrs	13	100 %	\$ 50,000
GRADER, MOTOR, CLASS III, 125 to 149 H.P.	4,000 hrs	12	50 %	\$ 12,000
GRADER, MOTOR, CLASS IV, > 150 H.P.	5,000 hrs	10	100 %	\$ 50,000
LOADERS	3,000 hrs	13	100 %	\$150,000
PNMTC, TRD.INTE-GRAL, 5200 to 6699 LB OP CAP	3,000 hrs	13	100 %	\$150,000
PNMTC, TRD.INTE-GRAL, 6700 to 8000 LB OP CAP	2,000 hrs	15	50 %	
PNMTC, TRD.INTE-GRAL, > 8001 LB OP CAP	2,500 hrs	12	50 %	
CRAWLER, 2+ CUBIC YARDS	1,500 hrs	10	50 %	
DOZERS	2,000 hrs	15	50 %	
TRACTORS	N/A	N/A	N/A	
ROLLERS	3,000 hrs	11	100 %	
FLATWHEEL, SLF PRP 4-6 TON W/PNMTC TRS.	hrs	N/A	N/A	
PNEUMATIC TIRED, SELF PROPELLED, 12 Ton	N/A			
FLATWHEEL, VIBRATING, SELF PROPELLED				
FLATWHEEL, VIB., SELF PROP W/PNMTC TIRES				
TAMPING, SELF PROPELLED				
VIBRATING, SELF PROPELLED				
GRID, TOW TYPE				
CHIP SPREADER				
AGGREGATE, SELF PROP.				
RECYCLER				
SCAPER, ELEVATING, W/INTEGRAL TRACTOR				
ASPHALT, PORTABLE				
<i>Heavy Road &amp; Bridge Equipment (cont.)</i>	USAGE		REPAIR	FY 94
EQUIPMENT	MILES/	AGE	COSTS	Replacement
	HOURS			Cost
EXCAVATORS/GRADE ALL				

HINGED BOOM, PNEUMATIC TIRED CARRIER	7,000 hrs	10	50 %	\$140,000
TLSCP BM, CAR MT, CLS II, SGLE AXLE 4x4	3,500 hrs	6	50 %	\$140,000
BACKHOE/EXCAVATORS	3,000 hrs	5	50 %	\$ 40,000
TRACTOR, PNMTC TRD W/LDR AND BKHOE, >60 HP	1,000 hrs	8	100 %	\$26,000
TRACTORS & MOWING EQUIPMENT	3,000 hrs	11	100 %	\$32,000
PNEUMATIC TIRED, < 49 HP (TRACTOR ONLY)	N/A	N/A	N/A	
PNEUMATIC TIRED, > 65 HP (TRACTOR ONLY)	N/A	N/A	N/A	\$25,000
CRAWLER < 100 HP	N/A	N/A	N/A	\$30,000
CRAWLER, 101 to 129 HP	3,000 hrs	6	100 %	\$80,000
PNEUMATIC TIRED WITH FRONT END LOADER	2,000 hrs	10	100 %	\$35,000
PULLERS	4,000 hrs	6	100 %	\$180,000
PATCHER, LAY DOWN BOX	4,000 hrs	6	100%	
SWEEPERS	5,000	10	100%	\$8,000
ROAD, SELF PROPELLED	N/A	N/A	N/A	\$15,000
STREET, TRUCK MOUNTED	100,000 mi	10	N/A	\$27,000
BRUSH/CHIPPERS	100,000 mi	10	N/A	\$12,000
ROTARY DISK, CHIPPER	100,000 mi	10	N/A	\$100,000
SCRAPPERS	100,000 mi	10	N/A	\$12,000
15 CUBIC YARD	5,000 hrs	7	50 %	\$18,000
DRAGLINE	3,000 hrs	4	100 %	\$70,000
TRAILERS	3,000 hrs	4	100 %	\$85,000
EQUIPMENT, TILT BED < 12 TON	100,000 hrs	8	100 %	
EQUIPMENT, TILT BED 12 TON	100,000 hrs	8	100 %	
EQUIPMENT, GOOSENECK				
REFUSE COLLECTION				
PAVER				
BITUMINOUS, SELF PROPELLED, Lay Down Boy 6' x 13'				
MOWER				
LIFT/TRAIL > 14 FOOT				
MOWERS, SLOPE				
PATCHER				
Bituminous, patcher, w/emulsion tank & air compressor				
DISTRIBUTOR				
Bituminous, Distributor				

These criteria for replacement of PITD's road and bridge equipment are based on standards set by the Texas Department of Transportation.

### **34.010 County Internal Trade Policy**

- (a) The purpose of this policy is to maximize the useful life of the vehicle fleet while keeping costs at an absolute minimum.
- (b) During the March inventory, a complete listing will be made of all vehicles in need of replacement. "Primary" vehicles tagged for replacement will be traded to take the place of "secondary" vehicles tagged for replacement. Trading will first occur within a department. When there are no secondary vehicles within that department which meet applicable replacement criteria, the trade vehicle will be taken to General Services for disposition.

- (c) General Services will determine if the vehicle can be used to replace any other vehicles in the county fleet (based on the master listing created during the March inventory). If it is determined that the vehicle is not needed as a trade elsewhere in the county, and it cannot be used to replace an "auxiliary" vehicle, then it will be tagged for auction.

### **34.011 Vehicle Type by User Groups**

#### **TYPE I - *Patrol Sedan***

##### **Original User**

Sheriff Patrol

##### **Alternate User**

Sheriff (Other)

Constables

District Attorney

County Attorney

#### **TYPE II – *Sedan***

##### **Original User**

District Attorney

County Attorney

Constables

Sheriff (Other)

##### **Alternate User**

PITD Administration

General Services Administration

Sheriff Administration

#### **TYPE III - *Light Duty Pickup***

##### **Original User**

PITD Inspections

PITD Foremen

General Services Supervisor

##### **Alternate User**

PITD Administration

General Services Administration

Sheriff Administration

#### **TYPE IV - *Heavy Duty Pickup***

##### **Original User**

PITD Crew Leaders

General Services Maintenance

##### **Alternate User**

PITD Inspections

- PITD Foremen
- PITD Administration
- General Services Administration
- General Services Supervisor
- Sheriff Administration

TYPE V - *4WD/Utility Vehicle Lite & Heavy Duty*

Original User

- PITD Park Manager
- PITD Road & Bridge Manager
- General Services Maintenance
- General Services Sign Shop
- Alternate User
- PITD Administration
- PITD Planning
- General Services Administration

TYPE VI - *Crew Cab < 1 Ton*

Original User

- PITD Maintenance Crew
- Alternate User
- PITD Crew Leader

TYPE VII - *Van (15 passenger)*

Original User

- Human Services
- Medical Examiner
- Sheriff Corrections
- PITD Survey Crew
- General Services Maintenance
- General Services Media
- General Services Administration

Alternate User

- Sheriff Support

TYPE VIII - *Utility Bed Trucks, 1 - Ton*

Original User

- PITD - Vehicle Maintenance Crew
- PITD - Traffic Control Crew
- General Services Maintenance

Alternate User

- Sheriff Support

**34.012 4 Year Replacement Forecast**

- (a) ~~The following table was in the original TCVRP. It has been amended to summarize the actual departmental vehicle/equipment replacements made previously, and shows adjusted proposals for the next two years. As before, it should be considered a guideline or blueprint for the next two years. Planned replacement schedules will stabilize vehicle spending levels in future years. This will result in more predictable vehicle expenditures to plan in the annual operating budget process.~~

~~4 Year Replacement Summary (\$ in thousands)~~

No.	Department	No. Veh	FY 93		FY 94		FY 95*		FY 96*	
12	Info Systems	4	0	0	0	0	0	0	0	0
13	Gen Services	32	0	0	3	\$ 48.5	4	\$ 15.0	2	\$ 30.0
15	Purchasing	0	0	0	0	0	0	0	0	0
19	County Attorney	2	0	0	0	0	0	0	0	0
23	District Attorney	13	0	0	0	0	0	0	0	0
31	Const. Pct. 1	7	5	\$ 60.0	4	\$ 13.5	4	\$ 13.5	0	0
32	Const. Pct. 2	6	0	0	4	\$ 12.5	4	\$ 13.5	0	0
33	Const. Pct. 3	10	2	\$ 24.0	4	\$ 13.5	4	\$ 13.5	0	0
34	Const. Pct. 4	4	4	\$ 12.0	4	\$ 13.5	0	0	0	0
35	Const. Pct. 5	30	7	\$ 84.5	4	\$ 51.0	0	0	0	0
37	Sheriff	260	64	\$ 765.0	35	\$ 357.5	29	\$ 383.0	17	\$ 245.5
38	Medical	4	0	0	0	0	0	0	0	0
45	Examiner	4	0	0	0	0	0	0	0	0
46	Juvenile Court	29	10	\$ 147.0	6	\$ 90.0	2	\$ 30.0	3	\$ 45.0
47	Health	4	0	0	0	0	0	0	0	0
48	EMS	14	4	\$ 15.0	4	\$ 15.0	0	0	4	\$ 18.0
49	Human Services	155	28	\$ 477.0	24	\$ 408.0	14	\$ 249.5	15	\$ 279.5
	PITD									
	TOTALS	569	14	\$ 1,584.5	76	\$ 1,010.5	49	\$ 718.0	38	\$ 618.0

\*Future pricing adjusted 5% per annum for inflation in future years.

~~MISCELLANEOUS~~**34.013 Vehicle Title Policy**

- (a) The designated Texas Certificate of Title Owner/Lien Holder name and address for all Travis County Vehicles is:

TRAVIS COUNTY  
C/O COUNTY TREASURER  
P.O. BOX 1748  
AUSTIN, TX 78767

- (b) The proper name and address for the vehicle(s) title(s) shall be stipulated in the Specification section of the contract(s) for county vehicles. The application for vehicle title must be signed by the County Judge.

- (c) At the time of vehicle delivery, the Travis County employee shall confirm with the vendor the correct address for the Texas Certificate of Title. Under no circumstances shall an individual employee hold a county vehicle certificate of title. As soon as departments have completed licensing, contact the purchasing department. Their representative will pick up and hand carry all titles to the Treasurer.
- (d) The Texas Certificate of Title(s) shall be retained by the County Treasurer until the time of vehicle(s) disposal.

**34.014 — Vehicle Take-Home Policy**

- ~~(a) The following is a reprint of Budget Rule XIV, Travis County's Vehicle Take-Home Policy and Amendments to this policy as approved in Commissioners Court April 7, 1992. It appears here as a convenience to the reader.~~

~~"XIV. AUTHORIZATION FOR PERSONAL USE OF COUNTY VEHICLES  
(Effective 11/1/90)~~

~~Effective 11/1/90, no County employee is authorized to routinely take home within Travis or surrounding counties, or otherwise use a County-owned vehicle for personal reasons unless expressly authorized by a Budget Amendment approved by the Commissioner's Court to enable emergency response after hours, a Department Head may authorize other county employees to take home a County-owned vehicle within Travis or surrounding counties during the emergency period."~~

~~"Amendments: (added 4/7/92)~~

~~Department Heads decide which, if any, of their employees are authorized to take County vehicles home, based on the following criteria:~~

~~It significantly improves the efficiency and effectiveness of our service to the public through:~~

- ~~(1) after hours service;~~
- ~~(2) less cost to taxpayers;~~
- ~~(3) ability to respond in emergencies or to public safety issues;~~
- ~~(4) availability of specific equipment attached to County vehicles.~~
- ~~(b) Department Heads are expected to monitor the use of County vehicles and to take appropriate corrective measures in the event of abuse, policy violation, or loss of justification.~~
- ~~(c) The Department Heads will decide how to monitor the use of County vehicles and take appropriate action in the event of abuse or policy violation.~~
- ~~(d) County employees authorized to take home County vehicles will be identified to Commissioner's Court yearly, by each department, as part of the budget process.~~

~~(e) County employees who are authorized to take home vehicles shall not use such vehicles for personal use."~~

### ~~34.015 Policy Statement of the Travis County Commissioner's Court on Alternative Fueled Vehicles~~

#### ~~Background:~~

~~In 1989 Texas passed Clean Air Legislation which significantly altered the manner in which covered agencies could purchase and fuel their vehicle fleets. These laws, which became effective September 1, 1991, established a means to use the vast natural gas reserves available within the state while simultaneously reducing harmful exhaust emissions. Although this legislation does not cover county government fleets, it is outlined here for enlightenment as to state goals.~~

~~Texas Senate Bill 740 (SB740) requires all state agencies consisting of 15 or more vehicles to use alternative fuels (AFs) in their motor vehicle fleet (law enforcement and emergency vehicles exempted). The Texas Natural Resources Commission has approved five AFs which meet the intent of SB740. They are: Natural Gas (compressed CNG/liquid LNG), Liquid Petroleum Gas (LPG), Methanol, Ethanol, and Electricity. While not ruling out future consideration to use of any or all these types of AFs, Travis County presently considers CNG and LPG to be the viable AFs of choice.~~

~~SB740 contains four critical milestones:~~

- ~~(1) after September, 1991, Texas governmental agencies may only purchase or lease motor vehicles which are capable of using AFs;~~
- ~~(2) by September 1, 1994 the fleet must consist of a minimum of 30% alternative fueled vehicles;~~
- ~~(3) by September 1, 1996 this requirement increases to 50%; (4) and by September 1, 1998 the requirement increases to 90%.~~

~~The newest Federal legislation, the Energy Policy Act of 1992, Public Law 102-486, does cover county fleets. As opposed to the State legislation, it addresses new vehicle acquisitions. Currently it will require new acquisitions of alternative fueled vehicles as follows: (1) 1999 - 2001, 20%; (2) 2002, 30%; (3) 2003, 40%; (4) 2004, 50%; (5) 2005, 60%; (6) 2006, 70%. This includes cars, light duty trucks, and possibly urban buses.~~

~~Travis County desires to be proactive in contributing to a cleaner environment and reducing this country's dependence on foreign oil.~~

~~Current Status:~~



~~Travis County currently operates approximately 543 on-road vehicles. Approximately 1/3 of these (law enforcement and emergency vehicles) are exempt from AF legislation. Of the remaining 362 vehicles, currently 52 (14%) are equipped to operate on AFs. 24 of these are GMC Sierra dedicated CNG pickups, 18 of which are modified (or are being modified) for bi-fuel operation on CNG or LPG. 26 are GMC and Ford gasoline-powered pickups being converted to bi-fuel operation with LPG. 2 are 1993 Ford Crown Victoria constable investigation vehicles converted for CNG bi-fuel operation.~~

**~~34.016 — Travis County Alternative Fuel Vehicle Policy:~~**

~~Travis County shall promote and encourage the use of alternative fueled vehicles to reduce dependence on petroleum-based transportation fuels, to reduce air pollutant emissions from mobile sources, and to lead the establishment of a self-sustaining, cost-effective refueling and maintenance infrastructure within the Austin metropolitan area.~~

~~Travis County intends to convert a minimum of seventy percent (70%) of the County's fleet of non-exempt cars and light-duty trucks to alternative fuels within ten years. Alternative fuels shall include those approved by the State of Texas Natural Resources Commission. The County shall commit capital funding to convert to alternative fuels the following minimum proportions of its new model year vehicle purchases: 1994, 10%; 1995, 20%; 1996, 30%; 1997, 40%; 1998, 50%; 1999, 60%; and model year 2000 and later, 70%.~~

~~The County will work with the private suppliers of alternative fuels in their installation and amortization of a county-wide network of publicly accessible refueling stations and billing systems. The County will further consider its capital funding of cost-effective alternative fueling systems at its 10th & Lamar station and PITD Satellite Yards and will coordinate with Capital Metro, the State of Texas, and area school districts in the joint use of each other's refueling facilities. The County will provide adequate annual operating funds to equip and train its mechanics in the maintenance of its fleet of alternative fueled vehicles.~~

**~~34.016 — (Approval)~~**

~~December 21, 1993 by Travis County Commissioner's Court~~

**~~34.017 — FY94 Travis County Vehicle and Heavy Equipment Fleet Listing<sup>4</sup>~~**

<sup>4</sup>~~Please contact Commissioners Court Minutes for the 32 pages of charts that were included in Chapter 34. The charts detail the number, year, make, model and license of each vehicle assigned to a county department in May 1994.~~

## Chapter 86. Overweight Vehicles and Loads<sup>1</sup>

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### **86.001 Declaration of Purpose**

The purpose of this Policy is to establish maximum allowable loads for the operation of vehicles on Travis County roads and bridges in order to insure the safety of the traveling public and to protect the integrity of the County's roads and bridges.

### **86.002 Definitions**

- (a) "Manager" means the Executive Manager of Travis County Transportation and Natural Resources Department.
- (b) "County road" means a road accepted for County maintenance.
- (c) "Code" means the Texas Transportation Code.
- (d) "Vehicle" means a mechanical device by which a person or property can be transported on a County road. The term includes a motor vehicle, commercial motor vehicle, truck-tractor, trailer, or semi-trailer or any combination of such vehicles.
- (e) "Gross weight" means the combined weight of the vehicle, including trailer, and the weight of the load actually carried.

### **86.003 Legal Authority**

A Texas county has the authority under Sections 251.153 and 621.301 of the Code to set weight limits on its roads. A Texas county may enforce its weight limits with criminal sanctions under Section 621.501, et seq., of the Code.

<sup>1</sup> Chapter 86 was adopted by Travis County Commissioners Court on 9/26/1995, Item 8, and amended 12/19/1995, Item 6.

**86.004 Statement of Policy**

- (a) Overweight Operation on County Roads. A vehicle or combination of vehicles may not be operated over or on a County road, if the vehicle or combination weighs in excess of the load limit posted on the road, unless:
  - (1) the vehicle is operated under a County Overweight Permit or
  - (2) the vehicle is exempted from the operation of this Policy.
- (b) Overweight Operation on County Bridges Prohibited. A vehicle or combination of vehicles may not be operated over or on a County bridge, if the vehicle or combination weighs in excess of the load limit posted on the bridge, unless the vehicle is exempted from the operation of this Policy.

**86.005 Load Limits County Roads**

- (a) Operation without County Overweight Permit ("Permit"). A vehicle or combination of vehicles may not be operated on or over a County road at a weight in excess of the posted weight limit without a Permit.
- (b) Operation under Permit. A vehicle or combination of vehicles may be operated on or over a County road in excess of the posted weight limit with a Permit at the following weights:
  - (1) Maximum Gross Weight. 80,000 pounds, including vehicle and load
  - (2) Maximum Single Axle Weight. 20,000 pounds single axle load, where an axle load is defined as the total load transmitted to the road by all wheels whose centers may be included between two parallel transverse vertical planes 40 inches apart, extending across the full width of the vehicle.
  - (3) Maximum Tandem Axle Weight. 34,000 pounds tandem axle load, where a tandem axle is defined as two or more axles spaced 40 inches or more apart from center to center having at least one common point of weight suspension.
  - (4) Tire Load Limitation. Maximum tire load limitation is 650 pounds per inch of tire width. No permit will be issued that exceeds the tire load limitation of 650 pounds per inch of tire width.
- (c) County Bridges. A vehicle or combination of vehicles may not be operated on or over a County bridge at a weight in excess of the posted weight limit.
- (d) Enforcement. Any violation of the weight limits established by this Policy is an offense punishable as a misdemeanor in accordance with state law.

**86.006 Load Rating Procedures**

- (a) An engineering investigation of the load bearing capacity of the County road is undertaken pursuant to the Load Rating Procedures set forth in Appendix A;

- (b) A load limit is proposed based on the result of the engineering investigation;
- (c) Notice of the proposed regulation is given by the Manager in accordance with the County Policy for the Adoption of County Traffic Regulations, which allows the posting of notice at the site of the proposed regulation pursuant to Section 251.159 of the Code.
- (d) The notice is to state the name of the road, the boundaries of the proposed load limit, the load limit per type of axle configuration, and the kinds of vehicles, if any, proposed to be limited.
- (e) The notice is to state the name of the road, the boundaries of the proposed load limit, the load limit per type of axle configuration, and the kinds of vehicles, if any, proposed to be limited.
- (f) The Manager will order the weight adopted, unless a public hearing is requested before the eighth day after the date the notice is posted.
- (g) If a public hearing is timely requested, the Commissioners Court may order the weight limit be adopted after considering the information presented at the public hearing.
- (h) Weight limit signs must conform with the manual and specifications of the Texas Department of Transportation. Appendix B displays examples of signs to be used.
- (i) A copy of the order establishing a load limit will be filed with the County Clerk and a logbook of all load limits will be maintained by the Manager.
- (j) In the case of County bridges, if the Texas Department of Transportation ("TxDOT") notifies the County that a County bridge qualifies for a lower load rating under 23 C.F.R. Sections 650.301-650.311 than is currently permitted, the Manager shall post notice on the road or highway approaching the bridge indicating that traffic is restricted consistent with the lower load rating. The notice must be placed at a location that enables restricted traffic to avoid crossing the bridge.

#### **86.007 Enforcement Guidelines**

- (a) **Weighing Procedure.** A county traffic officer, the Sheriff, a sheriff's deputy, a constable, or a deputy constable (the "Officer") is authorized to weigh a vehicle to ascertain whether the vehicle weighs in excess of the load limits established in this Policy. The Officer shall use portable or stationary scales furnished or approved by the Department of Public Safety to weigh the vehicle or require the vehicle to be weighed by a public weigher. The Officer may require that the vehicle be driven to the nearest available scales.
- (b) **Unloading Overweight Vehicles.** If the gross weight or axle weight of the vehicle exceeds the applicable weight limit of the road or bridge or is in excess of the weight allowed under an overweight permit, plus a tolerance allowance of five percent (5%) of that weight, the Officer shall require the

vehicle be unloaded or rearranged as necessary to decrease the gross weight or axle weight of such vehicle to the maximum authorized plus the tolerance allowance.

- (c) Exceptions. Anything which may pose a threat to public health and safety or the environment may not be unloaded on the County right-of-way or adjacent property without the written permission of the adjacent property owners. The following items are specifically excepted from the requirement of unloading on the County right-of-way:

- (1) Livestock (intrastate destination)
- (2) Timber, Pulpwood, or Agricultural products in their natural state being transported from the place of production to the place of marketing or first processing

- (d) Other items which may pose a threat to public health and safety or to the environment, including but not limited to:

- (1) Solid Waste
- (2) Milk
- (3) Sand, Gravel, and Asphalt
- (4) Gasoline and other Petroleum Products

must be off-loaded onto another means of transport in a manner and at a location designated by the Officer, unless the Operator secures a One-Trip Permit as provided in section 86.008.

#### **86.008 Permits**

- (a) A Permit may be issued authorizing the operation of a vehicle or combination of vehicles at an axle or gross weight in excess of the posted County road weight limits. The Permit authorizes the operation of a vehicle on County roads at the weight limits set forth in Section 86.005(b) of this policy. To be eligible for a Permit, a vehicle must be registered for the maximum gross weight applicable to the vehicle, not to exceed 80,000 pounds in total gross weight. Unless specifically provided in the Permit, a Permit does not authorize the overweight operation on any County bridge with a lower posted weight limit than the permitted vehicle and load.
- (b) Ninety Day Permit (Road Only). A Permit may be issued for a term of up to ninety days from the date of issuance.
- (c) Single Trip Permit (Road and Bridge Specific). A single trip Permit may be issued for a vehicle and load, which cannot be reasonably dismantled and which exceeds 80,000 pounds gross weight. To the extent feasible, the load of a vehicle for which a single trip Permit is sought shall be distributed equally over the load carrying axles. If the weight of the vehicle and load can be

reduced or reasonably dismantled to comply with County weight limits, a Permit will not be issued.

(d) Application Process

- (1) The applicant must submit a written application for a 90 day or single trip Permit in the forms attached as Appendix C to the Manager at the Travis County Transportation and Natural Resources Department, 411 West 13th Street, Austin, Texas 78701. (The form may be subsequently modified with the approval of the County Attorney's Office.)
- (2) In order to ensure timely processing, an application must be received ten working days prior to the proposed overweight operation.
- (3) The applicant must submit the following supporting documents, fees, and information:
  - (A) a copy of the current registration receipt of the power unit vehicle showing that the vehicle is currently registered for the maximum gross weight applicable to the vehicle;
  - (B) a non-refundable fee in accordance with the Fee Schedule in Appendix D, in the form of a cashier's check or money order made payable to Travis County;
  - (C) In the case of a single trip permit, a complete list of the roads and bridges in Travis County on which the overweight vehicle will be operated with beginning and ending limits and beginning and ending times when the overweight operation will occur. (Vehicles operating under Overweight Permits may be allowed night movement.)
- (4) The Manager will issue a permit for operations in compliance with this Policy. It will be within the reasonable discretion of the Manager, limited by sound engineering practices and principles of sound financial management, to grant a permit for the operation of a superheavy load or for the operation of a vehicle on a County bridge in excess of the posted weight limit. The decision of the Manager in such a case may be appealed to the Commissioners Court.
- (5) If a permit is granted, it is non-transferable and the permit fee is non-refundable. The Permit may be mailed to the applicant at the address contained in the application or may be picked up. A Permit terminates on the sale of the permitted vehicle. If the information provided in support of the application for the Permit immaterially changes (eg., change of address, etc.) an amended Permit may be issued for the remainder of the Permit term with no additional fee required.

(e) Operation under Permit. The permit shall be carried in the vehicle at all times during operations on weight restricted County roads.

- (f) Void Permit. A Permit is void and a vehicle may not be operated under such a Permit, if:
- (1) the information or documentation in support of the permit application is false or incorrect;
  - (2) the vehicle is operated in violation of this Policy or the terms and conditions of the Permit; or
  - (3) the Permit has been changed or altered.

An Officer, who has reason to believe that a Permit is void, shall seize the Permit and deliver it to the Manager for a determination of compliance with this Policy.

- (g) Exceptions. Vehicles with a "2060/5B" TxDOT permit issued under the authority of section 623.011 of the Code. This policy does not affect a law that authorizes or provides for special permits for a weight heavier than the maximum weight provided by law. If a vehicle has a permit under section 623.011, the County may not issue a permit under this Policy, or charge an additional fee for or otherwise regulate or restrict the operation of the vehicle because of weight. In addition, the County may not require the owner or operator under a section 263.011 permit to execute or comply with a road use agreement or indemnity agreement, to make a filing or application, or to provide a bond or letter of credit in addition to that specified in Section 623.012.

Vehicles delivering groceries or farm products to a destination requiring travel over a road for which the maximum is set.

Vehicles loaded with timber, pulpwood, woodchips, cotton, or agricultural products in their natural state may exceed the applicable axle load by up to 12 percent.

Vehicles hauling livestock may exceed the applicable axle load limit by up to 25 percent.

Capital Metro must obtain permits for its transit buses, but is exempt from all permit fees for its buses operating within Precinct Two of the County so long as its "Build Greater Austin" Program provides funding for County road maintenance activities. The Capital Metro permits will automatically renew for four successive 90 day periods.

All independent school districts operating buses within Travis County must obtain permits for their buses, but are exempt from all permit fees. The school districts permits will automatically renew for four successive 90 day periods.

Fire Department vehicles may exceed the County's weight limitations, but may not be heavier than the manufacturer's gross vehicle weight capacity or axle design rating.

The County may enter into Road Use Agreements with major overweight vehicle operators in lieu of the Permit process.

Nothing in this Policy is intended to either limit or authorize the operation of vehicles at lower or higher weight limits than the weight limits specifically set forth by Texas law.

#### **86.009 Effective Date**

This policy will become effective on December 1, 1995.

#### **86.010 Appendix "A" Load Rating Procedure<sup>2</sup>**

- (a) Analysis Parameters for Roads. The strength of a roadway is dependent upon two parameters, the thickness of the better material over the subgrade, and the strength of the underlying natural in-situ soil (subgrade material). Improved layers of asphalt, base and subbase materials will distribute the wheel load over a large area before transmitting it to the soil layers, resulting in a stronger pavement. In addition, the stronger the underlying soil layer, the more weight one can exert on the pavement before permanently damaging it.

Some estimation of the thickness of the overlying pavement layers and the strength of the underlying soil is therefore needed before one can determine the allowable wheel load on the pavement.

- (1) Determination of Pavement Layer Thickness. The basic purpose of a pavement surface is to prevent the applied wheel loads from causing the underlying soil to exceed its bearing capacity. Hence, it is very important to obtain a fairly accurate estimate of the depth of cover, i.e., the thickness of better material over the subgrade.

This thickness may be available in record form at the respective county agency for newly constructed or rehabilitated roads. However, for roadways for which such information is unavailable, or for older roads, an on-site investigation will be necessary.

The on-site testing shall be done using a Dynamic Cone Penetrometer as described below.

The Dynamic Cone Penetrometer (henceforth referred to as P), consists of a steel rod with a cone at one end, which is driven into the pavement or the subgrade by means of a sliding hammer while measuring the material resistance to penetration in terms of millimeters per blow. The cone is 30 degree angled, with a larger diameter of 20 mm. The hammer weighs 8 kg and the dropping sliding height is 575 mm. The DCP was originally designed and used for determination of the strength profile of the flexible pavement structure and subgrade.

<sup>2</sup> Appendix A was amended 12/19/1995, Item 6.



The testing consists of the following basic steps:

- (A) Find a testing position, preferably on road at cracked or potholed area, alternatively, at edge of pavement.
- (B) Chip away the pavement and place DCP vertically. Manually push it into the soil until narrow part of tip is beneath the base/soil. Although the asphalt concrete or Portland Cement Concrete pavement is not tested by the DCP, its existing thickness is added to that of the lower layers.
- (C) Record initial height reading from bottom of 2" nut to the soil.
- (D) Do 5 blows (A blow is done by throwing the weight up so it lightly hits the double nut [and falls back by gravity onto the 2" nut]) .
- (E) Record tape reading.
- (F) Repeat steps D and E until the DCP is about 500 mm into the soil.

Note 1: For strong soils increase the blows in step 4 to get approximately 20 - 40 mm displacement; for weak soils decrease the blows accordingly.

Note 2: If you hit a rock (not bed rock) or encounter an object, redo the test at another location.

Note 3: If construction as-built plans are available for thickness determination, they are preferred and shall be used instead of performing any in-field tests.

- (2) Determination of Soil Type. This procedure uses the Texas Triaxial Classification (TTC) value to characterize the strength of the subgrade soil underneath the pavement. A digitized map showing the boundaries of the different soil types within Travis County is available, and should be used to determine the soil type and the Texas Triaxial value(s) for the road in question. If the roadway crosses two soil types, the soil type with the highest Triaxial value (lowest strength) should be used.

(b) Engineering Analysis for Roads. A brief description of the procedure to be used by the engineer in load zoning is given below:

- (1) The engineer shall obtain the data sheets from the onsite investigation performed as described in (a)(1) above and enter the information into an analysis spreadsheet, an example of which is shown in Figure 2.

- (2) The "DCP [Dynamic Cone Penetrometer) value" which is defined as the slope of the blows vs. depth curve (in mm per blow), at a given linear depth segment (see Figure 3) is determined.

TRAVIS COUNTY PAVEMENT EVALUATION AUSTIN RESEARCH ENGINEERS							
DCP RESULTS							
STREET NAME SPRINKLE CUTOFF		DATE 12/02/94					
EST NO		STREET CODE					
DIRECTION		SIDE					
INITIAL READING OF DCP		875.00					
No blows	Summ of Blows	Penetrat. Reading	Penetrat. in mm	SLOPE	AVERAGE SLOPE	CBR VALUE	THICKNESS IN INCHES
10.00	10.00	820.00	55.00	5.50			
10.00	20.00	780.00	95.00	4.00			
10.00	30.00	740.00	135.00	4.00			
5.00	35.00	705.00	170.00	7.00	5.13		6.69
3.00	38.00	860.00	215.00	15.00			
5.00	43.00	595.00	280.00	13.00			
5.00	48.00	521.00	354.00	14.80			
5.00	53.00	450.00	425.00	14.20			
3.00	56.00	402.00	473.00	16.00			
3.00	59.00	370.00	505.00	10.87			

Figure 2 Example Spreadsheet for Depth of Cover

Since the slope will change with material type, and the principle of a flexible pavement design is the use of progressively better or stronger material over the subgrade, the point where the subgrade was reached can be noted very easily.

Therefore, using engineering judgment, the total depth of cover, i.e., thickness of better material over the subgrade can be determined. When the pavement depth is determined, add the thickness of the surface layer as well as an extra 1.5 inches to obtain the "depth of cover". The depth of cover is the value used to estimate the allowable wheel loads for the road.

- (3) Since some materials used as bases in Travis County are stabilized (improved with chemical additives such as lime, Portland Cement or asphalt, it is also important to determine which ones are stabilized. For this, the engineer has to consult the as built records at the County. In the case that the information is not available, the following formula may be used to correlate the DCP value obtained in the field to California Bearing Ration (CBR).

$$\log \text{CBR} = 2.46 - 1.12 (\log \text{DCP})$$

The engineer may then use the CBR value thus obtained to edge if the base is stabilized, and the type of stabilized material.

- (4) If the base is unstabilized, Figure 4 which provides the allowable wheel load as a function of the depth of cover and the Texas Triaxial class of the underlying soil shall be used. The depth of cover is represented on the left side of the chart on the vertical axis. It ranges from 0 to 35 inches and increases from the top of the chart to the bottom. The curved lines situated within the chart represent the Texas Triaxial classes. The lines divide the chart into classes ranging from 1 to 6.5. The allowable wheel load is represented at the top of the chart on the horizontal axis. There are two scales represented, one for the roads which are intended to last 10 years. For the 20 - 30 year road life, the scale ranges from 0 to 24,000 lb wheel loads. For the 10 year road life, the scale ranges from 0 to 48,000 lbs. Since most of the roads in Travis County are designed to last 20 years, the upper scale must be used in the determination of load limits.

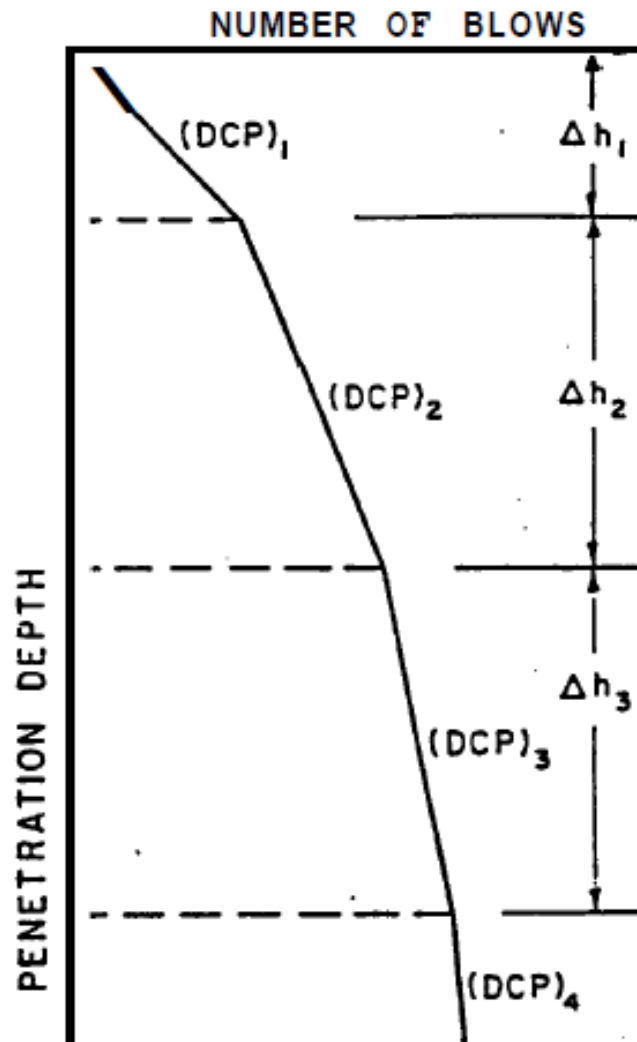
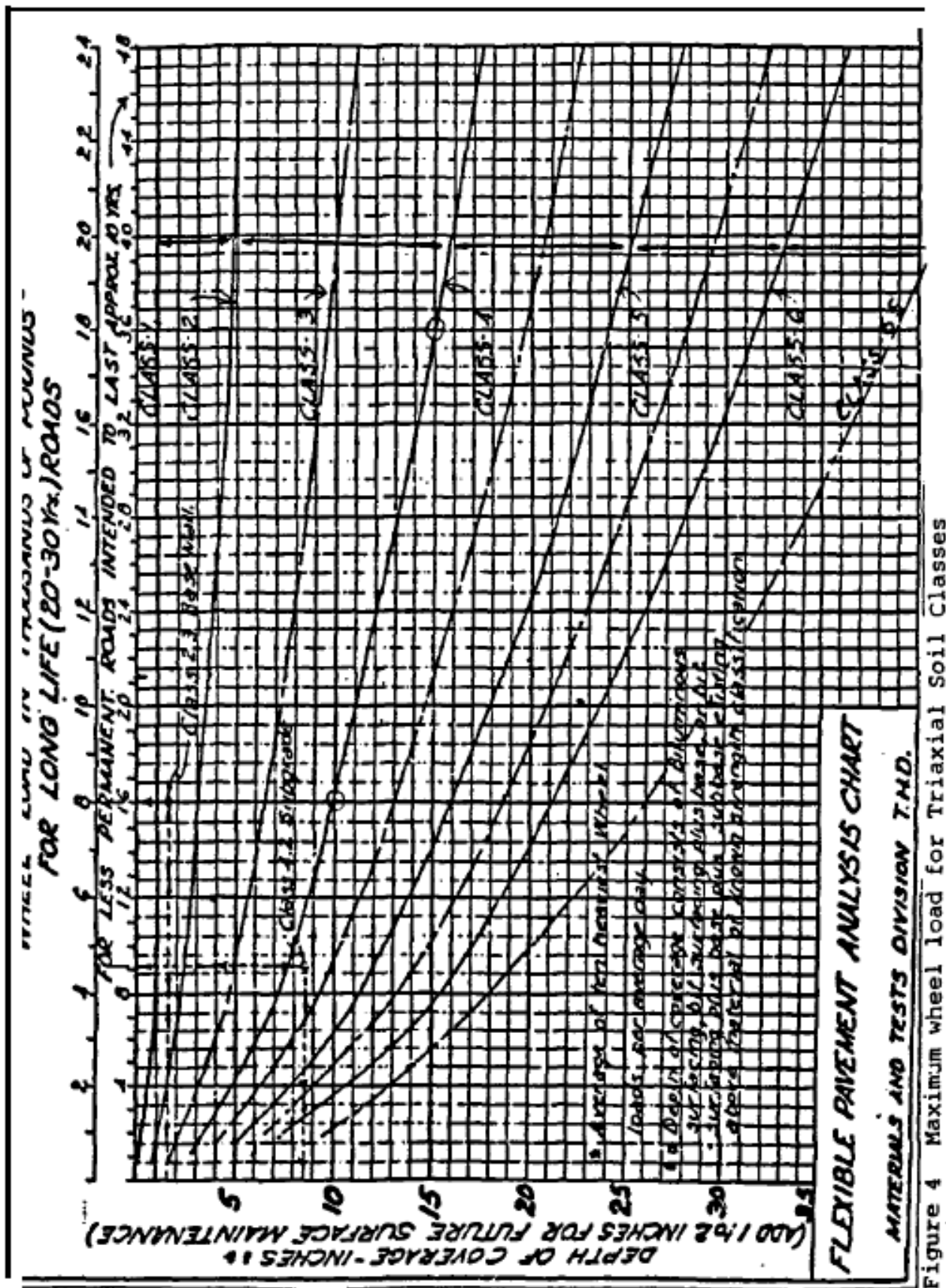


Figure 3 Schematic description of DCP test output



To use the chart, first locate the depth of cover on the left axis. For example, let's say that the depth of cover is 8.5". Slide down the left side of the chart to the 0.5" depth of coverage. This location is shown on the chart by a dashed line. Let's assume that the Triaxial class of the underlying soil is 4.2. Turn 90 degrees and move up to the top of the graph. Note that the line intersects the wheel load scale at 4,600 lbs. for a road life of 20 - 30 years. This is the maximum allowable wheel load for this road.

It is customary to load zone roadways by axle weight. To multiply the wheel load by the number of wheels per axle.

- (5) If the base is stabilized, a modification to the procedure described in (4) above is desired. Once the thickness and type of stabilized material is determined as described in (3) above, Figure 17 of Test Method Texas 117-E may be used to convert the thickness of the stabilized layer to an equivalent unstabilized layer. This figure is included herewith as Figure 5. Once this is accomplished, step (4) must be repeated to obtain the maximum allowable wheel load on the roadway.
- (6) Bridge Load Rating. In the case that there is a bridge on the road section being load rated, the load rating value of the bridge shall be obtained from the Texas Department of Transportation. This will help establish another threshold value for the section being load rated.

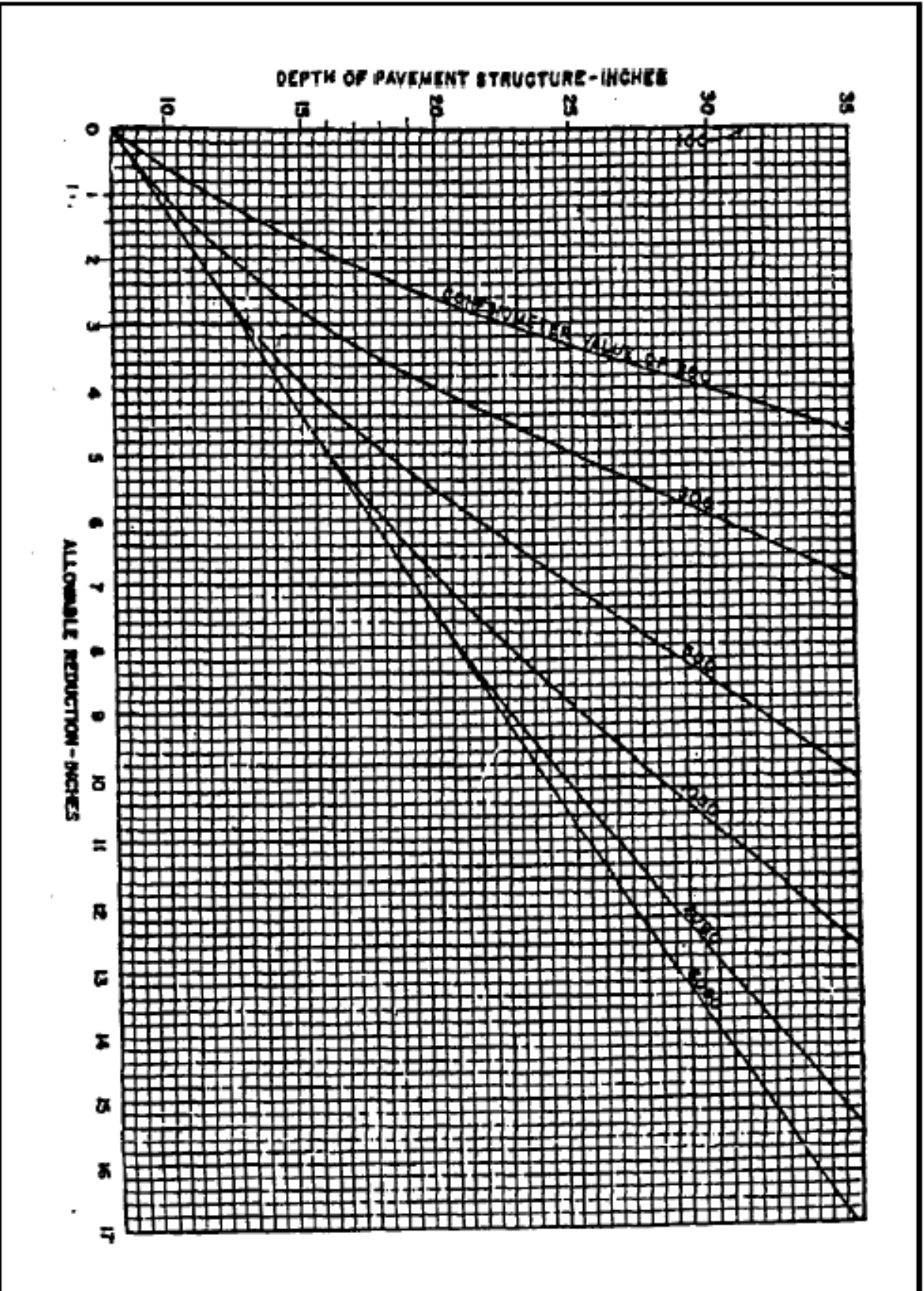
It must be noted that if upon completion of load rating, the road section is rated at a higher load than the load carrying capacity of a bridge on the same section of road, the section should be limited to the load capacity of the bridge. The vice versa will be valid when the road section is rated at a load capacity lower than the bridge load rate.

It must also be noted that the procedure outlined here is intended to aid the county in load restricting its roads, If the recommended axle loads arrived at using this procedure result in the continuous deterioration of the roadway surface, the load restrictions should be revised to some lower value.

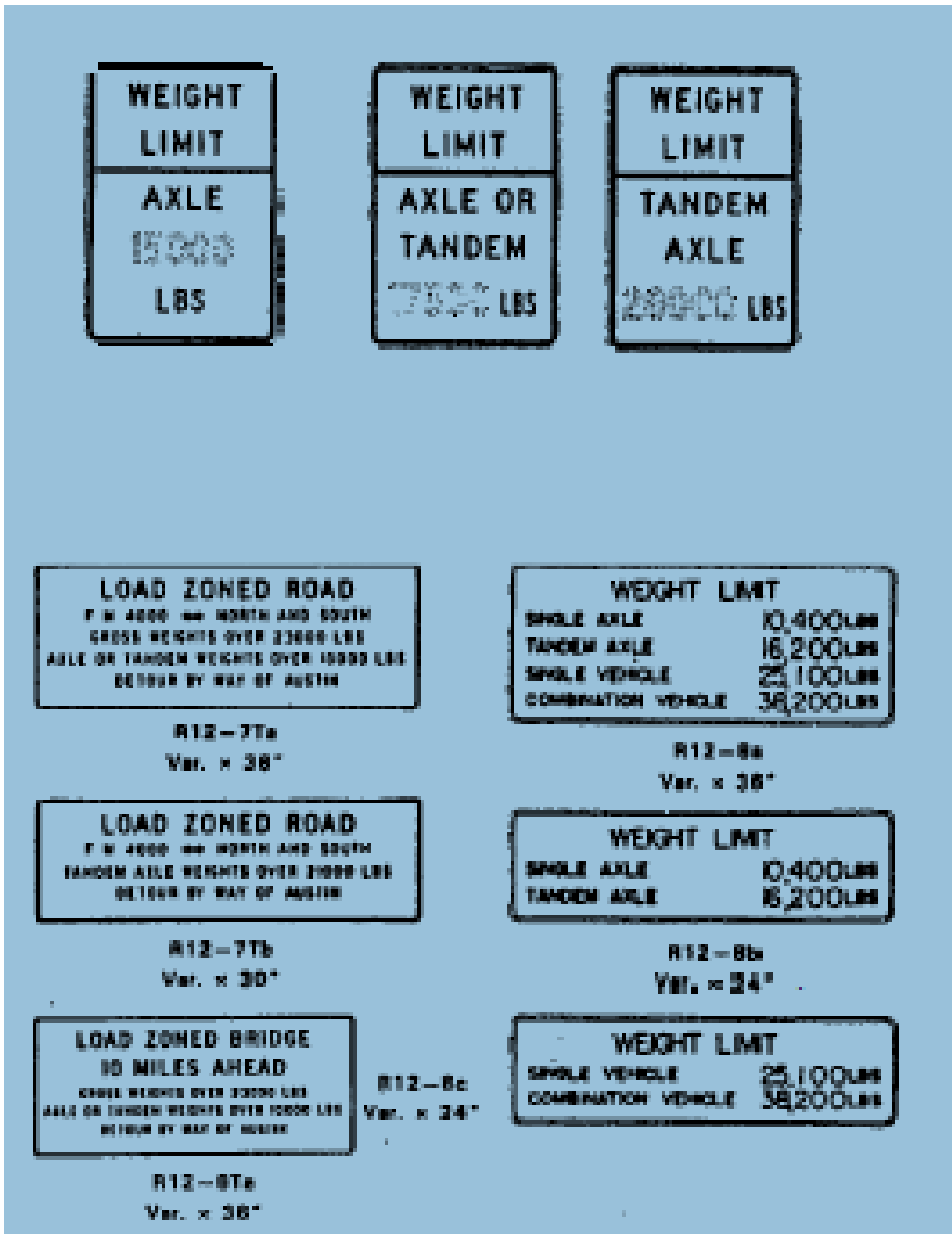
- (c) Bridges. Travis County shall use the BRINSAP (Bridge Inventory and Appraisal Program) procedure used by the Texas Department of Transportation to determine the overall rating and the recommended allowable loads for Travis County bridges.

FIGURE 2

NEOCLUSTION CHART FOR STABILIZED BASES



86.011 Appendix "B" [Example Signage]







## TRAVIS COUNTY OVERWEIGHT 90 DAY PERMIT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

Date \_\_\_\_\_, 1995

PURSUANT TO SECTION 623.018 OF THE TEXAS TRANSPORTATION CODE  
APPLICANT: \_\_\_\_\_

\_\_\_\_\_  
(Mailing Address) (City) (State) (Zip)  
hereby requests permission to transport equipment and goods over Travis County roadways for a period of ninety(90) days from the date of this permit.

	Make and Model	License No.	Weight	lbs.
Truck	_____	_____	_____	_____
Trailer	_____	_____	_____	_____

Maximum total axle weight(s) of equipment and load to be transported. \_\_\_\_\_ lbs.  
Description of axle: \_\_\_\_\_

IT IS EXPRESSLY UNDERSTOOD THAT THE COUNTY OF TRAVIS SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY DAMAGE OF WHATEVER NATURE THAT MAY RESULT FROM THE MOVEMENT OF THE ABOVE DESCRIBED VEHICLE AND LOAD OVER TRAVIS COUNTY ROADS AND THAT ALL SUCH RESPONSIBILITY IS HEREBY ACCEPTED ON BEHALF OF THE APPLICANT.

THE PERMIT HOLDER IS RESPONSIBLE FOR ALL LIABILITY AS TO DAMAGES OF WHATEVER NATURE TO THE ROADBED, ROAD SURFACE, BRIDGES, CULVERTS, SIGNS, STRUCTURES, FENCES, TREES, RIGHT-OF-WAY, ETC., THAT MAY RESULT FROM THE MOVEMENT OF SAID EQUIPMENT AND LOAD OR LOADS OVER ROADS THAT ARE A PART OF THE COUNTY ROAD SYSTEM.

I, the undersigned, certify that I am authorized to sign this application for the person or firm whose name appears on this application committing the above obligation, and that the statements in this application are true and correct.

I further certify that the equipment covered by this application is under lease from \_\_\_\_\_

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Permit Fee: \$ \_\_\_\_\_

Bond or letter of credit posted \_\_\_\_\_, 1995.

In accordance with the conditions of this permit and maximum allowable single axle, tandem axle, and gross vehicle weights specified and printed on the reverse side of this permit, permission is hereby granted to transport the above described equipment and maximum load on Travis County roadways for a period of ninety(90) days from the date of this permit. It is also understood that this permit is not valid for transporting goods and equipment over any Travis County bridges in excess of the loads posted at the bridge.

If, during the period that this permit is valid, the maximum single and tandem axle weights specified in this permit are to be exceeded, the permit holder must attach an addendum to the permit and must pay the difference in the fees for the higher load, where applicable.

A SINGLE TRIP PERMIT IS REQUIRED, IF THE GROSS VEHICLE WEIGHT EXCEEDS 80,000 LBS.

ISSUED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1995

\_\_\_\_\_  
Executive Manager TMR, Travis County, Texas

PERMIT NO. \_\_\_\_\_

THIS PERMIT VOID IF ALTERED, IF ANY OF THE INFORMATION PROVIDED IS UNTRUE, IF APPLICANT VIOLATES THE CONDITIONS OF THE PERMIT, OR IF APPLICANT FAILS TO MAINTAIN THE REQUIRED BOND OR LETTER OF CREDIT.

## 86.013 Appendix "D" [Permit Fees and Security for Permit]

APPENDIX "D"  
PERMIT FEES AND SECURITY FOR PERMIT

## PERMIT FEES

The following fees shall be charged for any motor vehicle hauling in excess of the weight limit posted.

(1) A base permit fee of \$250.00 shall be collected for all vehicles that weigh in excess of the weight limit posted, and up to a maximum of 20,000 lbs. for single axles and a maximum of 34,000 lbs. for all tandem axles.

(2) For all single axle loads over 20,000 lbs. which cannot be reasonably dismantled, the following fees will apply:

SINGLE AXLE WEIGHT PERMIT (IN LBS.)	FEE	COUNTY ROAD MAINTENANCE TOTAL FEE
20,001 - 22,000		\$ 375
22,001 - 25,000		\$ 625
25,001 - 28,000		\$ 1,000
28,001 - 30,000		\$ 1,250

(3) For all tandem axles over 34,000 lbs. which cannot be reasonably dismantled, the following fees will apply:

TANDEM AXLE WEIGHT PERMIT (IN LBS.)	FEE	COUNTY ROAD MAINTENANCE TOTAL FEE
34,001 - 38,000		\$ 250
38,001 - 40,000		\$ 350
40,001 - 44,000		\$ 450

Any person operating a motor vehicle in violation of the order of the commissioners' court commits a misdemeanor and shall on conviction be punished according to the applicable laws and in the discretion of the court.



## Item C4

# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By:** Paul Scoggins **Phone #:** 854-7619

**Division Director/Manager:** Anna Bowlin, Division Director of Development Services and Long Range Planning

AB

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

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, June 4, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate a 15' wide public utility easement located over and across Lots 2, 3, 6, and 7 of the Old Manchaca Subdivision – Precinct Three.

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

TNR staff has received a request to authorize the filing of an instrument to vacate a 15' wide public utility easement (PUE) located over and across Lots 2, 3, 6, and 7 of the Old Manchaca Subdivision. The easement is schematically shown on the plat dedicated per plat note. The subject lots front on Old Manchaca Road, 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 purpose of this request is to allow continued development of the property as a commercial business park. Vacating the subject easement will allow the property owner to move forward with the plans without potentially encroaching on said easement.

### **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	Development Services	854-7561

**CC:**

Stacey Scheffel	Program Manager	TNR - Permits	854-7565

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Old Manchaca Subdivision**

## ORDER OF VACATION

STATE OF TEXAS                    §

COUNTY OF TRAVIS   §

WHEREAS, the property owner requests the vacation of a 15' wide public utility easement located over and across Lots 2, 3, 6, and 7 of the Old Manchaca Subdivision as recorded at Volume 98, Page 66 of the Real Property Records of Travis County, Texas;

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

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject public utility easement 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 June 4, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 15' wide public utility easement located over and across Lots 2, 3, 6, and 7 of the Old Manchaca Subdivision, as shown on the attached sketch and described in the attached field notes and sketch, is hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

0.197 ACRES (8,574 SQ. FT.)  
WALKER WILSON LEAGUE NO. 2  
TRAVIS COUNTY, TEXAS  
PUBLIC UTILITY EASEMENT VACATION

### FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF THE WALKER WILSON LEAGUE NUMBER 2, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS A PORTION OF LOTS 2, 3, 6, AND 7, BLOCK A, OLD MANCHACA SUBDIVISION, RECORDED IN VOLUME 98, PAGE 66, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN 15 FOOT PUBLIC UTILITY EASEMENT AS DESCRIBED BY SAID PLAT, SAID 0.197 ACRE (8,574 SQ. FT.) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

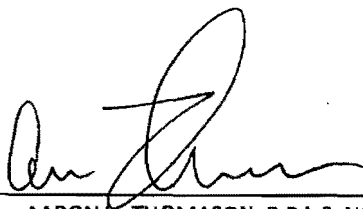
**COMMENCING**, at a 1/2" iron rod found at the northwestern corner of Lot 1, Block A, of said Old Manchaca Subdivision, common to a southern boundary line of a 3.00 acre tract, conveyed to Lila M. Munn, recorded in Volume 4546, Page 350, of the Deed Records of Travis County, Texas, with the common boundary line of said Lot 1, Old Manchaca Subdivision, and said Munn tract, bearing S75°07'03"E, a distance of 269.27 feet, to a calculated point, for the northwestern corner, and the **POINT OF BEGINNING** for the herein described tract,

**THENCE**, with the common boundary line of said Lot 1, Block A, Old Manchaca Subdivision, and said Munn tract, S75°07'03"E, a distance of 46.87 feet to a calculated point,

**THENCE**, leaving the common boundary line of said Lot 1, Block A, Old Manchaca Subdivision, and said Munn tract, and crossing Lots 2, 3, 6, and 7 of said Block A, Old Manchaca Subdivision, the following nine (9) courses and distances numbered 1 through 9,

1. S14°51'35"W, a distance of 67.60 feet to a calculated point,
2. S75°08'25"E, a distance of 273.27 feet to a calculated point, which bears N23°07'59"E, a distance of 68.20 feet to an iron rod found in the northeastern corner of said Lot 2, Old Manchaca Subdivision, and also in a southeastern corner of said Munn tract,
3. S23°07'59"W, a distance of 15.16 feet to a calculated point,
4. N75°08'25"W, a distance of 271.09 feet to a calculated point,
5. S14°51'35"W, a distance of 184.62 feet to a calculated point,
6. N75°08'25"W, a distance of 15.00 feet to a calculated point,
7. N14°51'35"E, a distance of 252.11 feet to a calculated point,
8. N75°08'25"W, a distance of 31.87 feet to a calculated point, and
9. N14°51'32"E, a distance of 15.13 feet to the **POINT OF BEGINNING** and containing 0.197 acres (8,574 Sq. Ft.) of land.

Surveyed by:

 16 Oct 2012

AARON V. THOMASON, R.P.L.S. NO. 6214

Carlson, Brigrance & Doering, Inc.

5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

Fax: 512-280-5165

aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203)

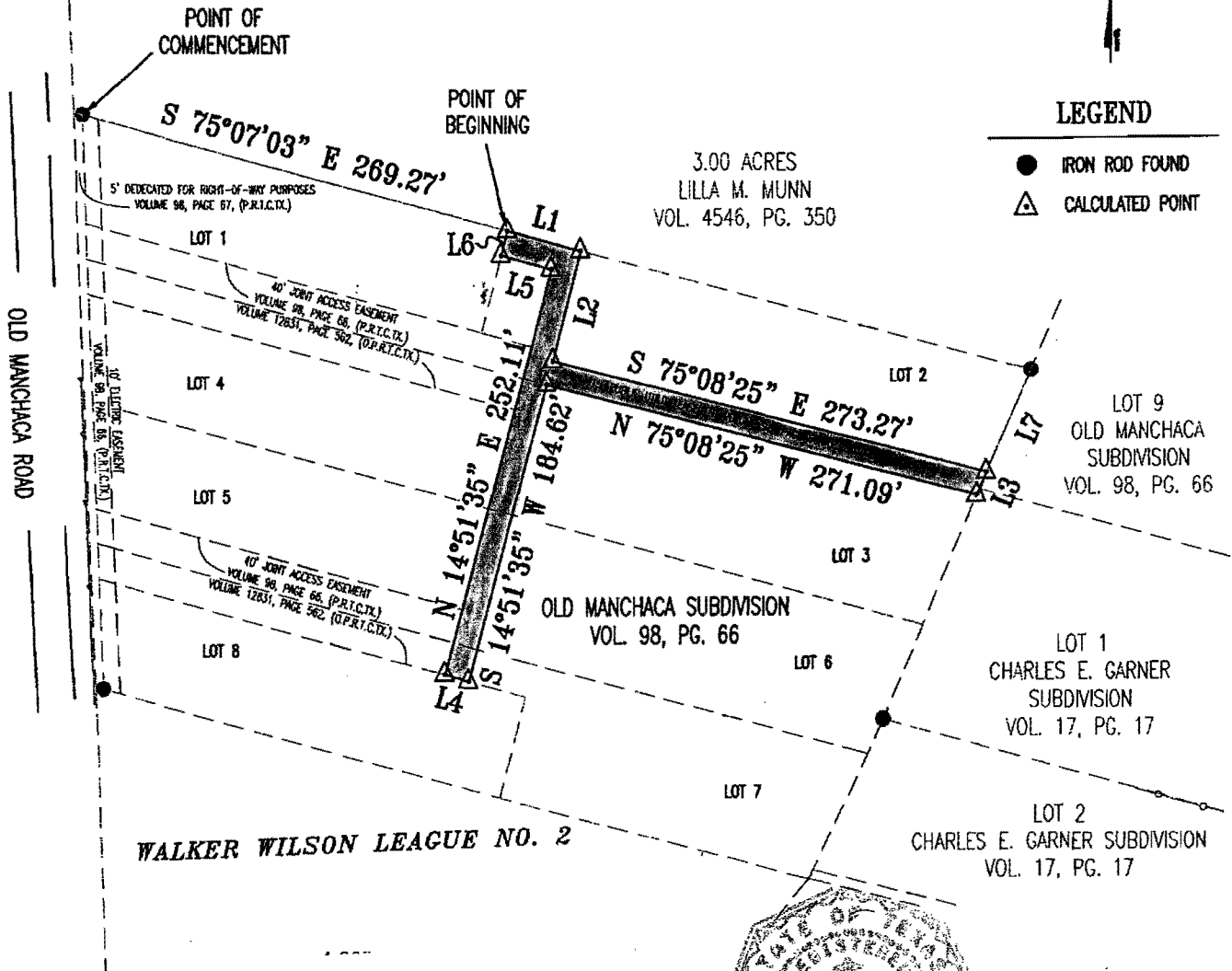
# SKETCH TO ACCOMPANY FIELD NOTES



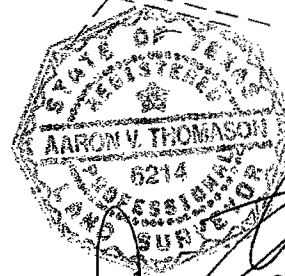
SCALE: 1" = 100'

## LEGEND

- IRON ROD FOUND
- △ CALCULATED POINT



WALKER WILSON LEAGUE NO. 2



LINE TABLE		
LINE	LENGTH	BEARING
L1	46.87	S75°07'03"E
L2	67.60	S14°51'35"W
L3	15.16	S23°07'59"W
L4	15.00	N75°08'25"W
L5	31.87	N75°08'25"W
L6	15.13	N14°51'32"E
L7	68.20	N23°07'59"E

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83, ELEV. DATUM: NAVD88



Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying  
5501 West William Cannon Drive ♦ Austin, Texas 78749  
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

PATH:- J: 4487\DWG\FN-PUE-VACATION



**MRBP, Ltd.**  
509 West 18<sup>th</sup> Street, Suite 200  
Austin, Texas 78701  
512-327-8850

April 1, 2013

Mr. Paul Scoggins  
Travis County TNR  
411 West 13th Street  
Austin, Texas 78701

**RECEIVED**  
**APR 10 2013**  
**TRAVIS COUNTY - TNR**  
**PERMITS DEPARTMENT**

Re: Vacation of Public Utility Easement on Lots 2, 3, 6 and 7 of the Old Manchaca Subdivision, Austin, Travis County, Texas

Mr. Berry:

This letter is to request the vacation, in its entirety, of the public utility easement located on Lots 2, 3, 6 and 7 of the Old Manchaca Subdivision as recorded in Vol. 98, Page 66 of the Travis County Plat Records. The request to vacate the subject public utility easement is made for the following reasons: 1) There are no utilities of any kind, above or below ground, in the subject easement dedicated by plat sixteen years ago, 2) The easement is not needed to develop the subject lots or the lots immediately adjacent to the subject easement (Lots 1, 4, 5 and 8 of the Old Manchaca Subdivision) all of which are owned by MRBP, Ltd., (3) The easement needs to be vacated to allow continued development of the property as a commercial business park ( know as the Manchaca Road Business Park) under an existing COA Unified Development Agreement (Document No. 2004178014, as amended). A copy of the proposed development layout for Lots 1 through 8 is attached hereto, and 4) the utility companies that are able to provide service to the project have existing service lines on poles or underground in Old Manchaca Road right-of-way and/or the adjacent 10 foot electric easement dedicated by the Old Manchaca Subdivision plat to provide service for the development proposed on Lots 1-8.

Attached are:

- 1.) A metes and bounds description of the portion of the easement to be vacated;
- 2.) A sketch of the plat showing the PUE in relation to the property and highlighting the portion to be vacated;

- 3.) Letters from all utility service providers in the area (Austin Energy, Time Warner Cable, Texas Gas Service, AT&T, and Austin Water Utility) stating that they have no need for the easement; and,
- 4.) A non-refundable fee check in the amount of \$315.00.

Thank you for your attention to this matter. If any additional information is required, you can contact me at 512-327-8850 or [jbharris@austinbluesky.com](mailto:jbharris@austinbluesky.com). Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink that reads "John Bolt Harris". The signature is written in a cursive, flowing style.

John Bolt Harris, President

MRBP Genpar, Inc., its general partner

Attachments



## 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 a public utility easement located on the property at 10419, 10421, 10427 and 10429 Old Manchaca Road, Austin , Texas (address) and/or Lots 2, 3, 6 and 7 of the Old Manchaca Subdivision as recorded in Vol. 98, Page 66 of the Travis County Plat Records (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

Printed Name

Title

Utility Company or District

Date

*Angela Baer*

ANGELA BAER

PROJECT COORDINATOR

AUSTIN WATER UTILITY

MARCH 27, 2013

Please return this completed form to:

John Harris  
509 West 18th Street  
Austin, Texas 78703  
jbharris@austinbluesky.com



# City of Austin

## Austin Water

625 East 10<sup>th</sup> Street Austin, Texas 78701  
(512) 972-0101

March 27, 2013

Mr. John Bolt Harris  
MRBP, Ltd  
509 W 18<sup>th</sup> Street, Suite 200  
Austin Texas 78701  
512-327-8850 (office)  
512-301-3348 (fax)

Re: Release of Public Utility Easement at 10419, 10421, 10427 and 10429 Old Manchaca Road.

Dear Mr. Harris,

Austin Water Utility (AWU) staff has evaluated your proposed request for the release of a Public Utility Easement (PUE) out of the Walker Wilson League Number 2, situated in Travis County, Texas, being more fully described as portion of Lots 2, 3, 6 and 7, Block A, Old Manchaca Subdivision, recorded in Volume 98, Page 66 of the Plat Records of Travis County, Texas, also being a portion of that certain 15 foot PUE as described by said Plat, said 0.197 acre (8,574 sq. ft.) tract of land.

AWU approves the requested release of this PUE from a water and wastewater utility standpoint.

If you have any questions regarding this response, please feel free to contact me at 512-972-0221.

Respectfully,

Angela Baez  
Project Coordinator  
Austin Water Utility  
625 E. 10<sup>th</sup> Street, Waller Creek Center  
Austin Texas 78701  
512-972-0221 (wk.)  
512-972-0285 (fax)  
[angela.baez@austintexas.gov](mailto:angela.baez@austintexas.gov)

1 Attachment,  
Easement Requirement Statement

Xc: Kathi L. Flowers, P.E., Managing Engineer, Pipeline Engineering



*The City of Austin is committed to compliance with the Americans with Disabilities Act.  
Reasonable modifications and equal access to communications will be provided upon request.*



## 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

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### 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

AARON BERRY

Printed Name

HFC DESIGN MANAGER - WEST REGION

Title

TIME WARNER CABLE, INC

Utility Company or District

3/29/2013

Date

Please return this completed form to:

John Harris  
509 West 18th Street  
Austin, Texas 78703  
jbharris@austinbluesky.com



## 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

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### 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

Sonny Poole

Printed Name

Mgr., PIRES

Title

Austin Energy

Utility Company or District

March 21, 2013

Date

Please return this completed form to:

John Harris  
509 West 18th Street  
Austin, Texas 78703  
jbharris@austinbluesky.com



## 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 a public utility easement located on the property at 10419, 10421, 10427 and 10429 Old Manchaca Road, Austin, Texas (address) and/or Lots 2, 3, 6 and 7 of the Old Manchaca Subdivision as recorded in Vol. 98, Page 66 of the Travis County Plat Records (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

Printed Name

Engineer III

Title

Texas Gas Service

Utility Company or District

3/21/2013

Date

Please return this completed form to:

John Harris  
509 West 18th Street  
Austin, Texas 78703  
jbharris@austinbluesky.com



## SOUTHWESTERN BELL TELEPHONE COMPANY

### RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, GRANTOR, AND MRBP, Ltd. a Texas limited partnership, GRANTEE, 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, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lots 2, 3, 6 and 7, Old Manchaca Subdivision, Deed of record in Document 2011046124, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

*Easements recorded in Volume 98, Page 66, Plat Records of Travis County, Texas,*

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

*All of the 15 foot PUE located on Lots 2, 3, 6 and 7, described above, and more fully described by Field Notes and Sketch, attached hereto and made part of this document.*

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, 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 8<sup>th</sup> day of April, 2013.

SOUTHWESTERN BELL TELEPHONE COMPANY

Name: *Anthony Michetich*

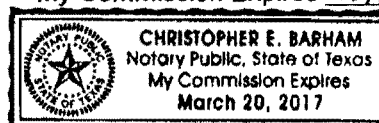
Title: *MR OSP PLNG ENGRG DESIGN*

THE STATE OF *Texas*  
COUNTY OF *Travis*

BEFORE ME, the undersigned authority, on this day personally appeared *Anthony Michetich*, 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 Delaware 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.

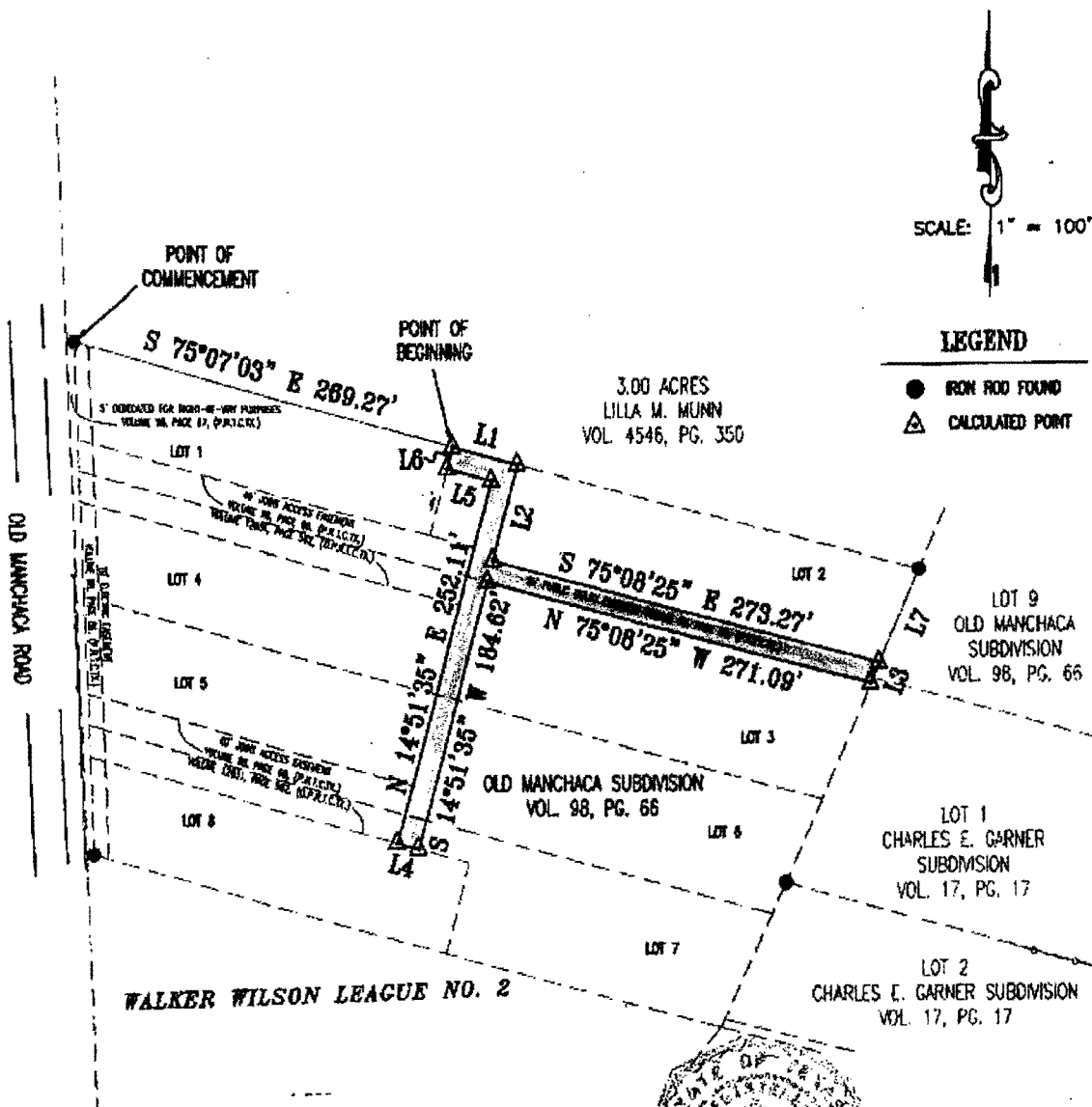
Given under my hand and seal of office this the *8TH* day of *APRIL*, 2013.

*Christopher E. Barham*  
Notary Public in and for the State of *Texas*  
My Commission Expires *03/20/2017*





# SKETCH TO ACCOMPANY FIELD NOTES



LINE TABLE		
LINE	LENGTH	BEARING
L1	46.87	S75°07'03"E
L2	67.60	S14°51'35"W
L3	15.16	S23°07'59"W
L4	15.00	N75°08'25"W
L5	31.87	N75°08'25"W
L6	15.13	N14°51'32"E
L7	68.20	N23°07'59"E

STATE OF TEXAS  
COUNTY OF DALLAS  
AARON W. THOMPSON  
REGISTERED PROFESSIONAL SURVEYOR  
NO. 10214  
16 OCT 2012

BEARING BASE: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83, ELEV. DATUM: NAVD83

**CBD** Carlson, Brignance & Doering, Inc.

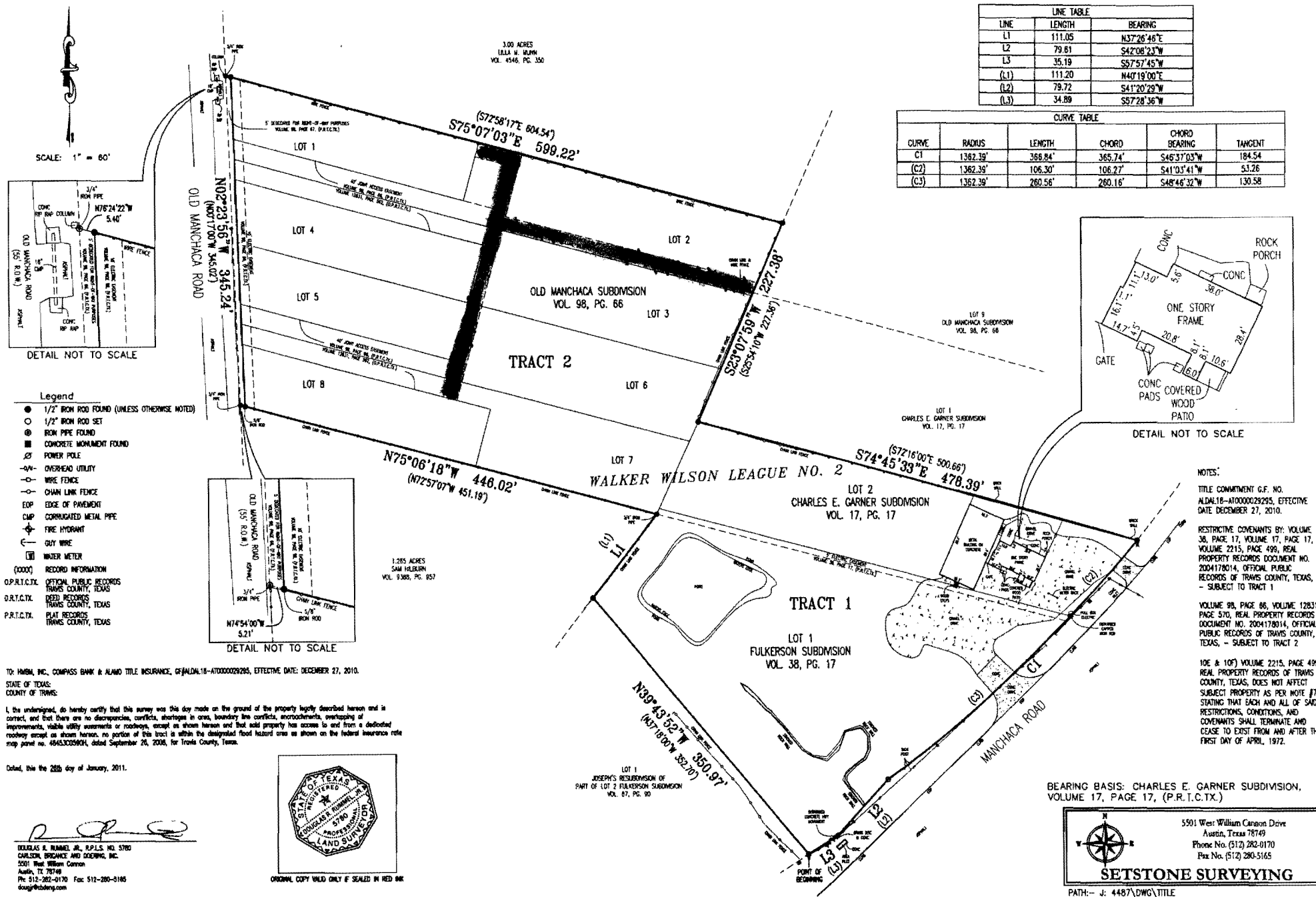
Civil Engineering • Surveying

2001 West Willow Canyon Drive • Austin, Texas 78749

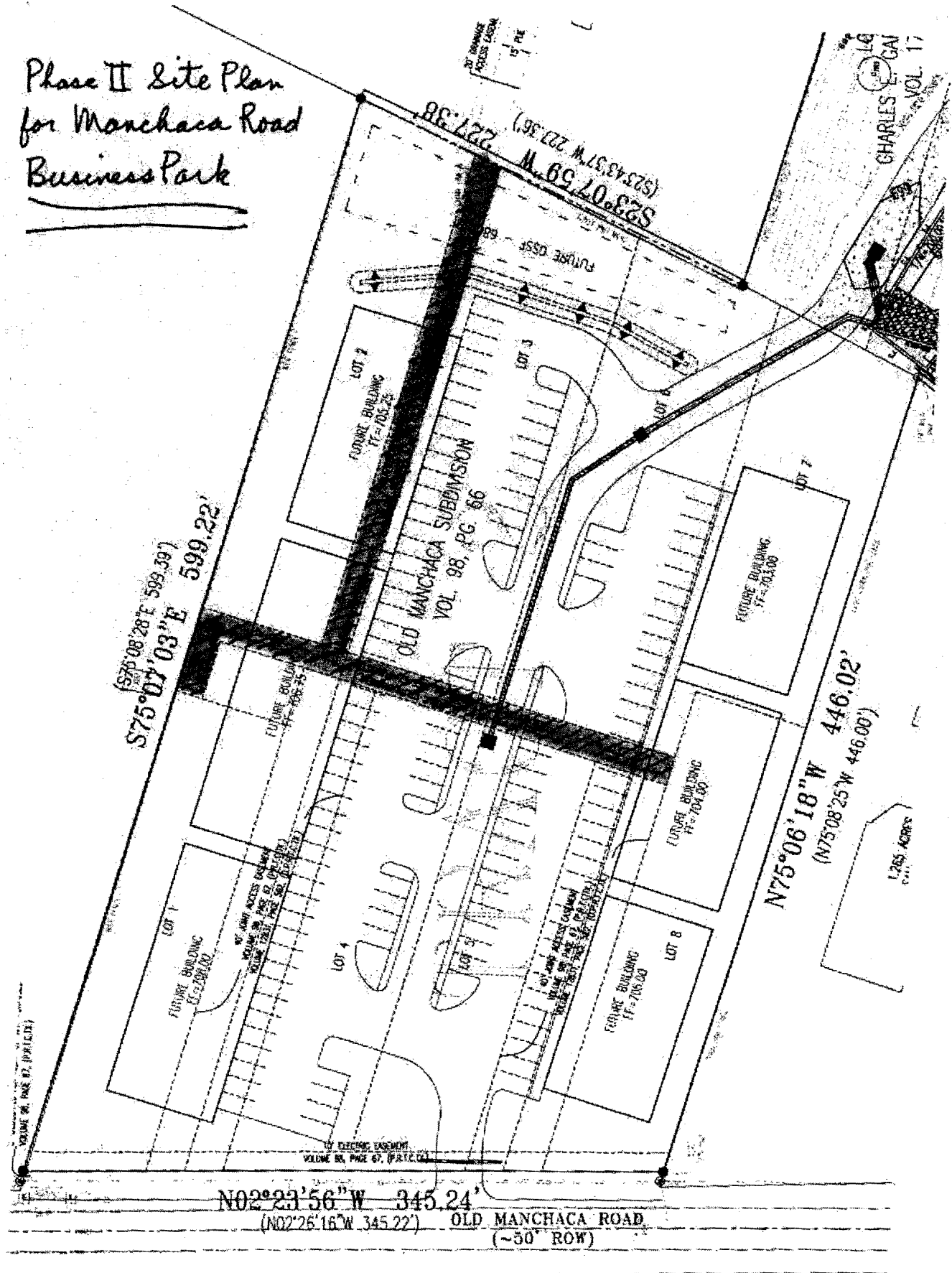
Phone: (512) 280-9180 • Fax: (512) 280-3445

PATH: J: 4487\DWG\FN-PUE-VACATION

7.082 ACRES OUT OF LOT 1, FULKERSON SUBDIVISION RECORDED IN VOLUME 38, PAGE 17, AND LOT 2, CHARLES E. SUBDIVISION RECORDED IN VOLUME 17, PAGE 17 AND LOTS 1-8 OLD MANCHACA SUBDIVISION RECORDED IN VOLUME 98, PAGE 66, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



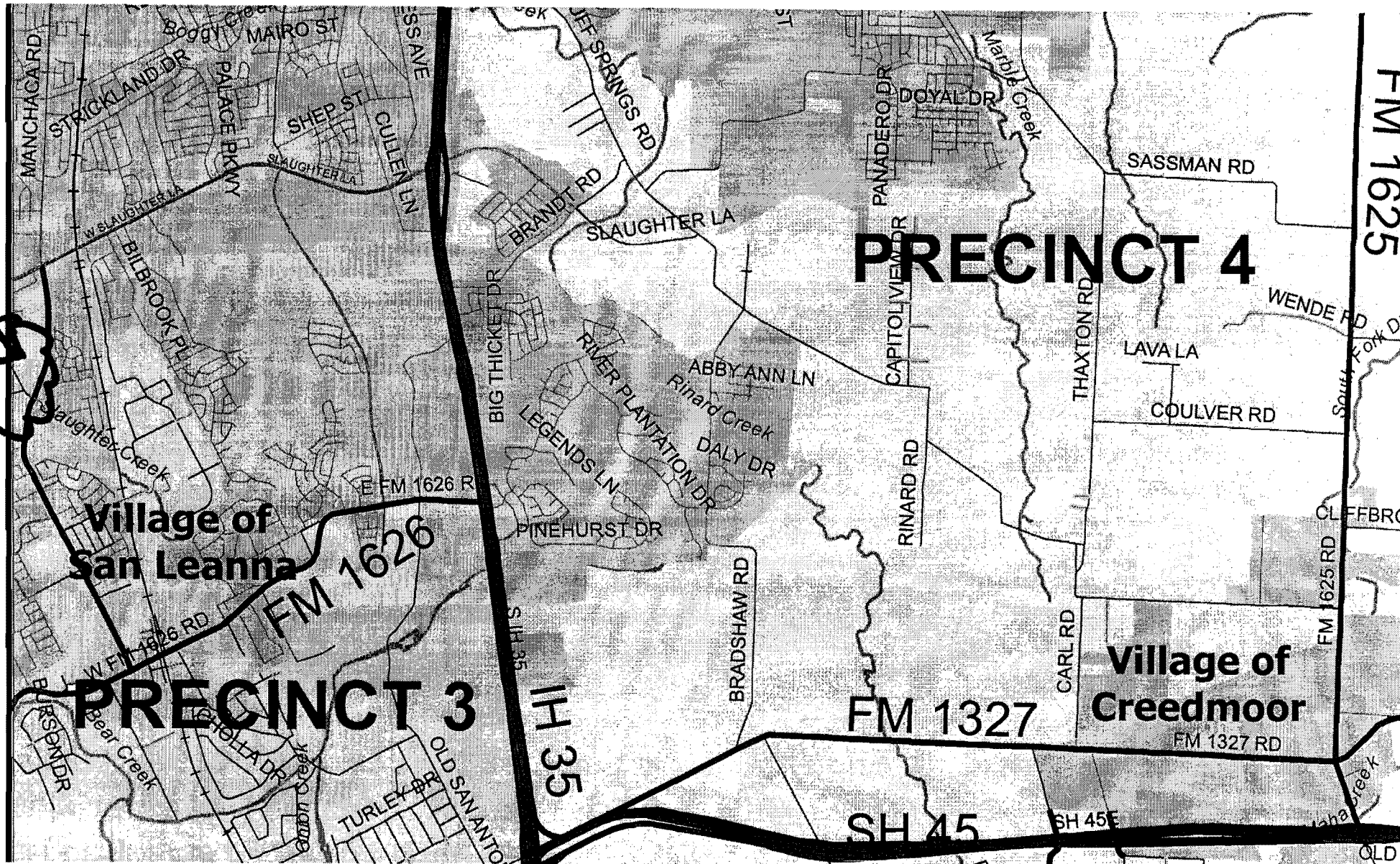
# Phase II Site Plan for Manchaca Road Business Park



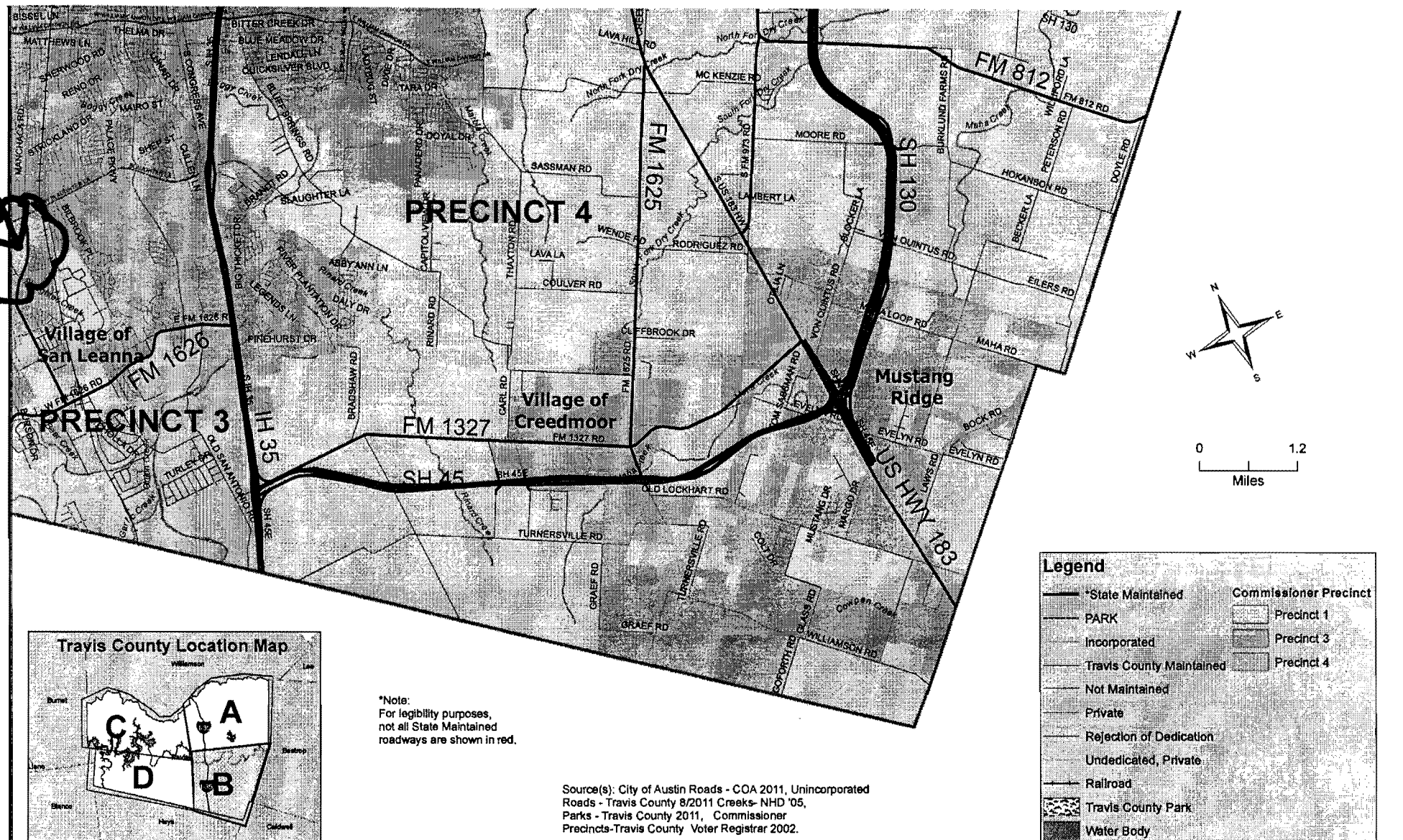


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Site









## Item C5

# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 14, 2013

**Prepared By:** Sarah Sumner **Phone #:** 854-7687

**Division Director/Manager:** Anna Bowlin, Division Director, Development Services and Long Range Planning

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, June 11, 2013 to receive comments regarding a plat for recording: Bell Grand Avenue Business Park Resubdivision of Lot 25B Block J (Resubdivision Final Plat - Two Lots - Central Commerce Drive - City of Austin ETJ) in Precinct One.

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

The property owners of Lot 25B wish to resubdivide the existing lot to create two commercial lots (Lot 25B1 at 5.14 acres and Lot 25B2 at 1.3 acres), platted from Central Commerce Drive and Grand Avenue Parkway. There are no new public or private streets proposed with this resubdivision. Parkland fees are not required for the non-residential lots, water and wastewater are provided by Windemere Utility Company.

### **STAFF RECOMMENDATIONS:**

As this resubdivision final plat meets all Single Office standards and is scheduled for approval at the City of Austin Zoning and Platting Commission meeting on May 21, 2013, Single Office staff recommends approval of the motion.

### **ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries at this time.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

NA

### **ATTACHMENTS/EXHIBITS:**

Location Map

Precinct Map

Original Subdivision

Proposed Resubdivision

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

Sarah Sumner	Planner	TNR	854-7687

**CD:AB:ss**

**1101 - Development Services - Bell Grand Ave Bus Park Resub 25B**

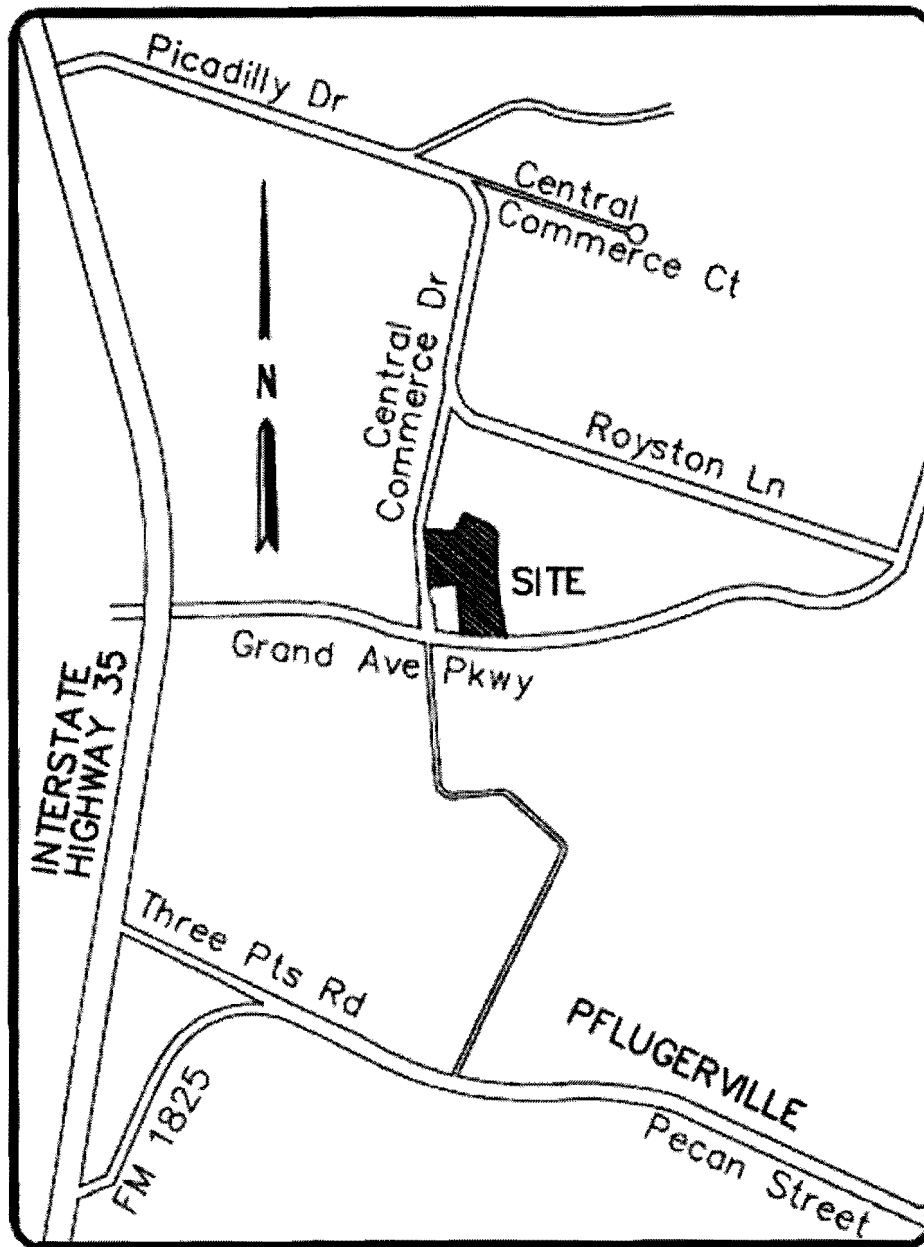


# Bell Grand Avenue Business Park

## Lot 25B Block J Resubdivision

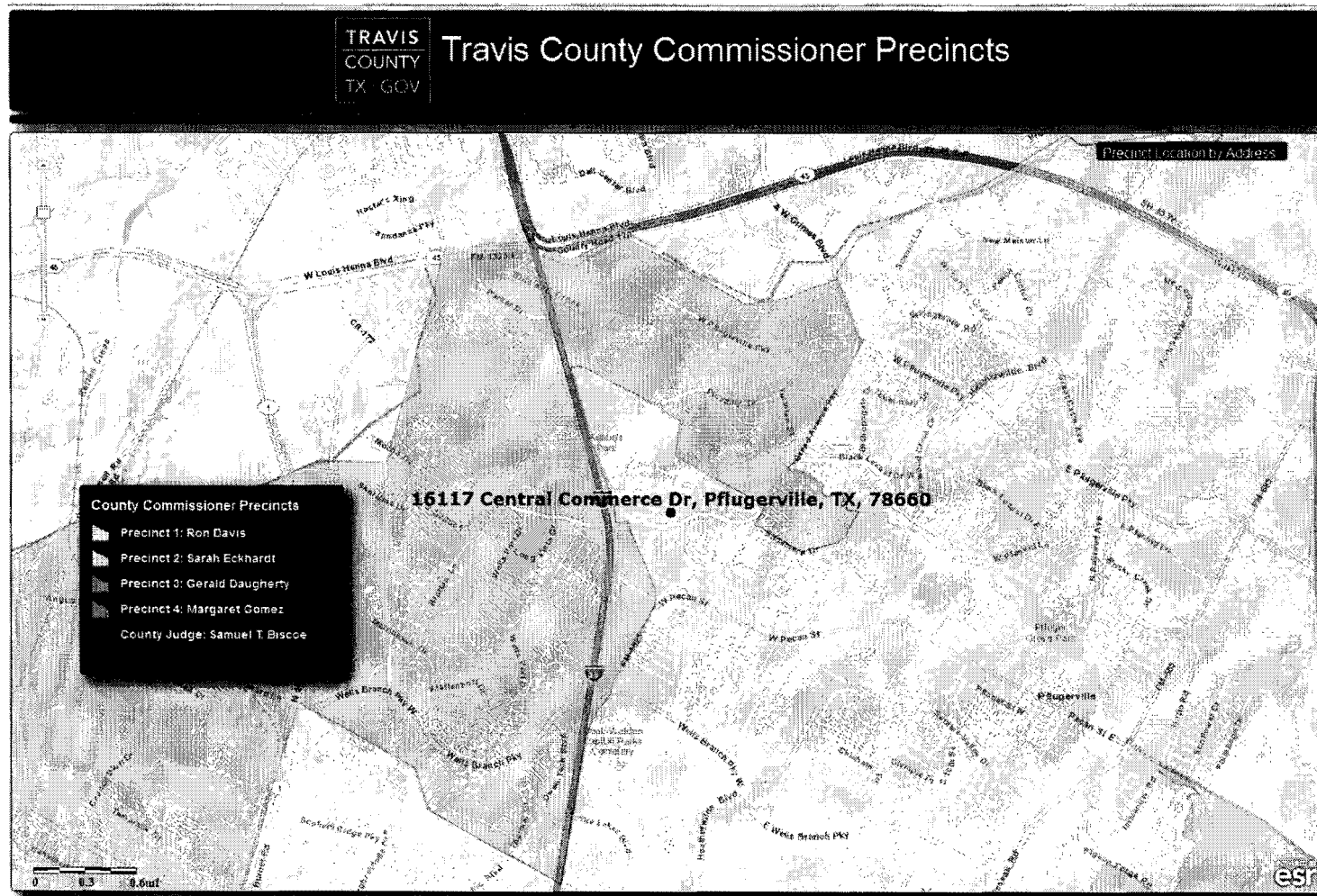
### Location Map

LOCATOR MAP not to scale



# Bell Grand Avenue Business Park Lot 25B Block J Resubdivision

## Precinct Map





**IRON PIN FOUND**

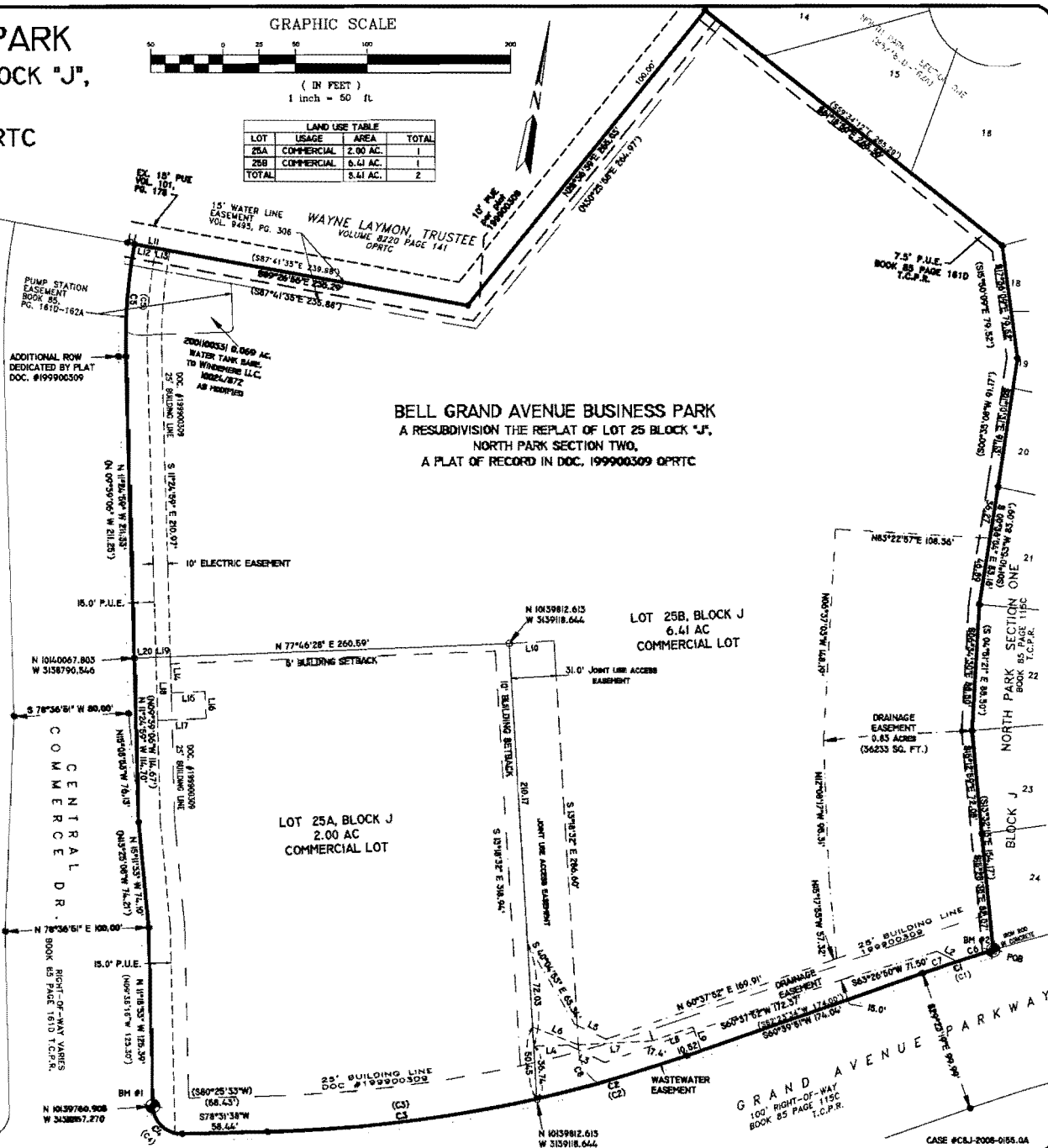
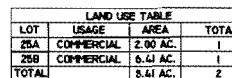
CORNER NOT FOUND, REPLACED ●  
WITH 1/2" IRON PIN ○  
IRON PIN SET ○

RECORD CALLS (BEARING / DISTANCE)  
DATA THIS SURVEY BEARING/DISTANCE  
  
EASEMENTS -----  
BUILDING LINE -----  
BOUNDARY \_\_\_\_\_  
DRAINAGE EASEMENT - - - - -  
POINT OF BEGINNING POB

**OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - OPRTC**  
**ALL DOCUMENT REFERENCES ARE IN TRAVIS COUNTY**

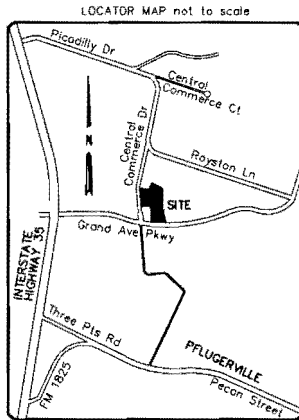
CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	02°52'32"	1036.61	52.13	26.07	52.12	S62°06'27"W
RECORD	02°51'41"	1043.17	52.10		52.09	S61°50'14"W
C2	06°29'14"	957.16	106.51	54.32	106.44	N65°34'56"E
RECORD	06°34'07"	957.17	106.63		106.57	N65°38'18"E
C3	11°19'00"	957.18	189.09	94.86	188.79	N72°49'03"E
RECORD	11°20'00"	957.57	189.09		188.77	N72°48'21"E
C4	89°56'11"	20.09	31.53	20.07	28.40	S56°30'17"E
RECORD	89°51'47"	20.00	31.37		28.25	S54°43'45"E
C5	11°56'59"	374.59	79.11	39.70	79.96	S62°36'36"E
RECORD	11°57'30"	374.60	79.10		79.96	S62°36'36"E
C6	01°28'36"	1036.61	26.77	13.39	26.77	S64°28'09"W
C7	01°23'54"	1036.61	25.34	12.68	25.34	S63°21'09"W
C8	54°30'26"	20.00	28.00	15.20	27.95	S63°24'14"E

GRANDAYE/BELL GRAND AVENUE BUSINESS PARK  
PAGE ONE OF TWO

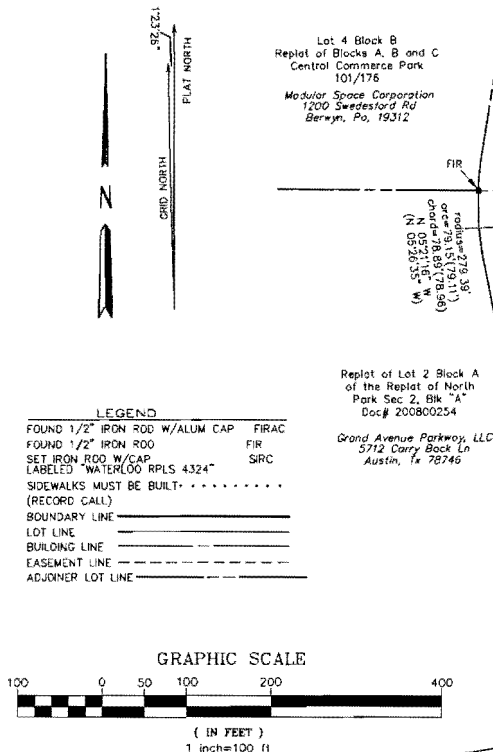


CASE #C8J-2008-0155.0A

# Resubdivision of Lot 25B, Block J, Bell Grand Avenue Business Park



NUMBER OF LOTS: TWO LOTS-ONE BLOCK / COMMERCIAL  
LOT 25B1-5.1359 AC/223,720 SQ FT  
LOT 25B2-1.2705 AC/55,345 SQ FT  
TOTAL ACREAGE: 6.4065 AC 279,065 SQ FT



**SURVEYOR'S CERTIFICATION:**  
I, THOMAS P. DIXON, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE, AND IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE GROUND ON NOVEMBER 14, 2012.

THOMAS P. DIXON R.P.L.S. #4324  
WATERLOO SURVEYORS, INC.  
thomas@waterloosurveyors.com

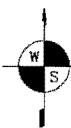
March 6, 2013  
DATE



#	BEARING	DISTANCE	RECORD
L1	S60°46'12" W	59.93'	S60°39'51" W
L2	S60°46'12" W	114.16'	S60°39'51" W
L3	N 31°08'36" E	17.69'	
L4	N 15°21'32" E	88.11'	
L5	N 12°11'53" W	95.31'	
L6	N 06°40'39" W	43.65'	

#	RADIUS	ARC	CHORD	BEARING
C1	957.15'	108.39'	108.34'	S 63°53'51" W
RECORD		108.51'	108.46'	S 63°54'36" W

LINE	DIRECTION	DISTANCE
L0	S 78°24'13" E	33.88'
L1	N 77°11'40" E	51.52'
L2	N 60°51'56" E	30.00'
L3	S 28°08'04" E	17.65'
L4	N 77°48'46" E	24.04'
L5	S 74°22'08" E	28.30'
L6	N 60°37'52" E	172.37'
L7	N 63°26'50" E	71.50'
L8	S 72°52'41" E	15.99'
L9	N 74°22'08" W	24.21'
L10	N 40°04'53" W	65.34'



WATERLOO SURVEYORS INC.  
PO BOX 160176  
AUSTIN, TEXAS 78716-0716  
Phone: 512-481-9602  
www.waterloosurveyors.com

J13137P

OWNER/SUBDIVIDER: LOT 25B1-EK2 PROPERTIES TULSA, LLC  
LOT 25B2-TIMOTHY D. BOOSE

LEGAL: LOT 25B, BELL GRAND AVENUE BUSINESS PARK,  
RECORDED IN DOCUMENT NO. 200900081, OFFICIAL  
PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

ENGINEER: AUSTIN CIVIL ENGINEERING

SURVEYOR: WATERLOO SURVEYORS, INC.

DATE OF SURVEY: NOVEMBER 14, 2012

C8J-2012-0187.OA

PAGE 2 OF 2

## Item 2



# Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

**Meeting Date:** May 14, 2013

**Prepared By/Phone Number:** Gillian Porter, Commissioners Court  
Specialist, 512-854-4722

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir, Travis County  
Clerk

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** Approve the Northwest Travis County Road  
District No. 3 (Golden Triangle) Minutes for the Voting Session of March  
12, 2013.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

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



# Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, March 12, 2013 Voting Session

Minutes Prepared by the Travis County Clerk

512-854-4722 • [www.co.travis.tx.us](http://www.co.travis.tx.us) • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on March 12, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Absent
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Absent

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

**MOTION:** Make the investments in Item 1.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Gerald Daugherty  
**ABSENT:** Sarah Eckhardt, Margaret J. Gómez

2. Approve Road District minutes for Voting Session of February 12, 2013.

**MOTION:** Approve Item 2.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Gerald Daugherty  
**ABSENT:** Sarah Eckhardt, Margaret J. Gómez

3. Approve February 5, 2013 investments of Road District funds.

Members of the Court heard from:  
Daniel Bradford, Assistant County Attorney

**MOTION:** Approve Item 3.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Samuel T. Biscoe, Ron Davis, Gerald Daugherty  
**ABSENT:** Sarah Eckhardt, Margaret J. Gómez

## **Minutes approved by the Commissioners Court**

---

Date of Approval

---

Samuel T. Biscoe, Travis County Judge

## Item 2



# Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

**Meeting Date:** May 14, 2013

**Prepared By/Phone Number:** Gillian Porter, Commissioners Court Specialist, 512-854-4722

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir, Travis County Clerk

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Session March 12, 2013.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

### STAFF RECOMMENDATIONS:

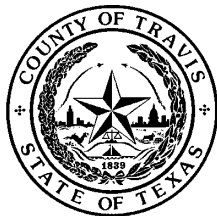
### ISSUES AND OPPORTUNITIES:

### FISCAL IMPACT AND SOURCE OF FUNDING:

### REQUIRED AUTHORIZATIONS:

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





# Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, March 12, 2013 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • [www.co.travis.tx.us](http://www.co.travis.tx.us) • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on March 12, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Absent
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Absent

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

**MOTION:** Make the investments in Item 1.  
**RESULT:** **APPROVED [2 TO 0]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Gerald Daugherty  
**ABSTAIN:** Ron Davis  
**ABSENT:** Sarah Eckhardt, Margaret J. Gómez

2. Approve February 5, 2013 investments of Road District funds.

**MOTION:** Approve Item 2.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Gerald Daugherty  
**ABSENT:** Sarah Eckhardt, Margaret J. Gómez

## Minutes approved by the Commissioners Court

---

Date of Approval

---

Samuel T. Biscoe, Travis County Judge

## Item 1



### **Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation**

**Meeting Date:** May 14, 2013

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget/854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

#### **AGENDA LANGUAGE:**

Consider and take appropriate action to approve two invoices totaling \$325.00 from Naman Howell Smith & Lee for legal services provided to the Corporation.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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

8310 N. Capital of Texas Hwy.  
Suite 490  
Austin, Texas 78731  
(512) 479-0300  
  
306 West 7th St.  
Suite 405  
Fort Worth, Texas 76102  
(817) 509-2025



10001 Reunion Place  
Suite 600  
San Antonio, Texas 78216  
(210) 731-6300  
  
400 Austin Avenue, Suite 800  
P O Box 1470  
Waco, Texas 76703-1470  
(254) 755-4100

Travis County Housing Finance Corporation  
700 Lavaca St., Suite 1560  
Austin, TX 78701

Invoice 351023  
April 23, 2013

ID: 21513-0590 - WCB  
Re: McAuley / Stabeno vs. TCHFC / Ameripro, etal

For Services Rendered Through 3/31/2013

Previous Balance		2,558.95
Payments		-1,883.95
Balance Forward		675.00
Current Fees	87.50	
Total Current Charges		87.50

\*\*\*\* TOTAL DUE - PLEASE PAY THIS AMOUNT \*\*\*\* 762.50

PLEASE RETURN THIS PAGE WITH PAYMENT TO:

**NAMAN HOWELL SMITH & LEE PLLC**  
P O BOX 1470  
WACO, TX 76703

'LEGAL AND CONFIDENTIAL'

ATTORNEY - CLIENT AND ATTORNEY WORK PRODUCT PRIVILEGED  
SEE REVERSE SIDE FOR IMPORTANT BILLING INFORMATION

BILLING INQUIRIES: [BILLING@NAMANHOWELL.COM](mailto:BILLING@NAMANHOWELL.COM)  
IRS NO. 74-2004800



**NAMAN HOWELL  
SMITH & LEE**

---

Travis County Housing Finance Corporation  
Re: McAuley / Stabeno vs. TCHFC / Ameripro,  
I.D. 21513-0590 - WCB

April 23, 2013  
Invoice 351023  
Page 2

---

				<b>Fees</b>	
<b>Date</b>	<b>Svs/Prov</b>	<b>Hours</b>	<b>Description</b>		<b>Amount</b>
03/01/13	JWG	0.50	Receive and review Order from presiding judge overruling Plaintiffs objections to interim report and dismissing claims against client.		62.50
03/01/13	JWG	0.20	Draft and send correspondence to clients to accompany Order from presiding judge overruling Plaintiffs objections to interim report and dismissing claims against client.		25.00
				<b>Total Fees</b>	<b>87.50</b>

---

8310 N. Capital of Texas Hwy.  
Suite 490  
Austin, Texas 78731  
(512) 479-0300

306 West 7th St.  
Suite 405  
Fort Worth, Texas 76102  
(817) 509-2025



RECEIVED

RECEIVED APR 30 AM 10:12

10001 Reunion Place  
Suite 600  
San Antonio, Texas 78216  
(210) 731-6300

10001 Reunion Place, Suite 800  
Box 1470  
Waco, Texas 76703-1470  
(254) 755-4100

Travis County Housing Finance Corporation  
700 Lavaca St., Suite 1560  
Austin, TX 78701

Invoice 351022  
April 23, 2013

ID: 21513-0591 - WCB  
Re: Open Records Request

For Services Rendered Through 3/31/2013

Current Fees	237.50	
Total Current Charges		237.50

\*\*\*\* TOTAL DUE - PLEASE PAY THIS AMOUNT \*\*\*\*

237.50

PLEASE RETURN THIS PAGE WITH PAYMENT TO:

NAMAN HOWELL SMITH & LEE PLLC  
P O BOX 1470  
WACO, TX 76703

'LEGAL AND CONFIDENTIAL'

ATTORNEY - CLIENT AND ATTORNEY WORK PRODUCT PRIVILEGED  
SEE REVERSE SIDE FOR IMPORTANT BILLING INFORMATION

BILLING INQUIRIES: [BILLING@NAMANHOWELL.COM](mailto:BILLING@NAMANHOWELL.COM)  
IRS NO. 74-2004800



**NAMAN HOWELL  
SMITH & LEE**

Travis County Housing Finance Corporation  
Re: Open Records Request  
I.D. 21513-0591 - WCB

April 23, 2013  
Invoice 351022  
Page 2

				<b>Fees</b>	
<b>Date</b>	<b>Svs/Prov</b>	<b>Hours</b>	<b>Description</b>		<b>Amount</b>
03/20/13	WCB	0.50	Receive request and initiate response.		62.50
03/20/13	LEF	1.00	Review emails from clients re: new public information request; draft letter to clients containing deadlines under the public information act.		125.00
03/21/13	WCB	0.40	Discuss Open Records request with John Hille and Andrea Shields.		50.00
				<b>Total Fees</b>	<b>237.50</b>