

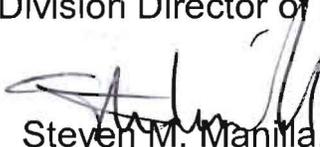


## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By:** Anna Bowlin, Division Director of Development Services and Long Range Planning

**Phone #:** (512) 854-7561

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

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

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

**AGENDA LANGUAGE:** Receive comments regarding the proposed Watershed Protection Amendments to Title 30.

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

On October 17, 2013 the Austin City Council passed a comprehensive amendment to the Watershed Protection Ordinance that is in effect inside the city limits. The City of Austin is requesting similar watershed protection amendments to Title 30 the combined Travis County and City of Austin code in the ETJ. The purpose of the watershed protection amendments is to improve creek and floodplain protection, prevent unsustainable public expense on drainage systems, simplify development regulations where possible, and minimize the impact of any changes on individual and collective abilities to develop land.

The Summary of Proposed Regulations:

#### Creek Protection:

One major cornerstone of the new amendment is the extension of the Critical Water Quality Zone (CWQZ) buffer to headwaters streams with 64 acres of drainage in the city's ETJ. This change will be most significant in the eastern suburban watersheds, which currently only protects streams up to 320 acres of drainage. In addition, a number of western watersheds currently only protect streams up to 128 acres of drainage. Another fundamental part of the amendment is the establishment of the erosion hazard zone and the prohibition on development within this setback. Additional provisions ensure that improvements within the CWQZ, such as parks and trails, minimize disturbance to existing vegetation and drainage patterns.

#### Floodplain Protection:

Another major revision of the amendment is to adjust the approach to protecting and enabling the recovery of degraded waterways by strengthening rules for floodplain design and modification. The proposed development will need to plan for fully

vegetated natural floodplains rather than altered mowed floodplains. The floodplain modification will be prohibited within the CWQZ, except for public health and safety, significant environmental benefits, and developments already permitted (e.g., road crossings). In addition to these exceptions, floodplain modification will be allowed outside of the CWQZ if a functional assessment of floodplain health determines the area to be in poor or in fair condition. The modification must be offset through on-site restoration or off-site mitigation where restoration is infeasible.

#### Improved Stormwater Controls:

To improve structural stormwater controls, the amendment will revise the current threshold for water quality controls from 20 percent of net site area to 8,000 square feet, and require controls to be accessible for maintenance and inspection, also requires maintenance plans, and third-party inspections for subsurface controls. In addition, the amendment will remove the requirement for isolating the water quality volume from larger flood flows.

#### Mitigation Options:

The amendment will improve the existing, limited transfers of development rights sections within the code to allow for increased flexibility and protection of additional environmental resources (e.g., floodplains).

#### Simplifying Regulations and Maintaining Opportunity:

One of the purposes of the amendments is to simplify development regulations where possible and minimize the impact of any changes on individual and collective abilities to develop land. In order to offset impacts from the new core protections of this amendment, a number of trade-off provisions are proposed for the eastern suburban watersheds, including:

- Using gross site area instead of net site area to calculate impervious cover.
- Eliminating the Water Quality Transition Zone.
- Allowing "buffer averaging" to reduce the width of buffers by up to 1/2 of the overall amount of area protected remains the same.
- Allowing additional uses within the upper half of the CWQZ, including green stormwater controls and utilities.

In addition to these offsets, a large number of clarifications and corrections of the existing code and policy interpretations are proposed as well.

#### **STAFF RECOMMENDATIONS:**

The City of Austin has conducted an extensive stakeholder process to discuss this proposed code amendment. Travis County, along with a diverse group of over 200 stakeholders have been a part of the 2 year stakeholder process. The City of Austin has worked closely with Travis County during the development of the proposed ordinance to align with the county's water quality regulations whenever possible. The

proposed code amendments must be approved by both Travis County and the City of Austin prior to being included in Title 30. TNR recommends this item.

**ISSUES AND OPPORTUNITIES:**

Notice of this public hearing was placed in the newspaper and on the Transportation and Natural Resources website.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

Proposed Watershed Protection Amendments to Title 30  
 Takings Impact Analysis  
 Order

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Tom Nuckols	County District Attorney Division Director	County Attorney's Office	(512) 854-9415

**CC:**

Julie Joe	Attorney IV	County Attorney's Office	(512) 854-9415
Tom Weber	Environmental Program Manager	TNR	(512) 854-4629
Jon White	Natural Resources Environmental Quality Division Director	TNR	(512) 854-7212
Matt Hollon	COA	City of Austin	(512) 974-2212

**SM:AB:ab**

**1101 - Development Services Long Range Planning - Title 30 Code Amendment**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By:** Paul Scoggins, Engineer Specialist **Phone #:** (512) 854-7619

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

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

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

**AGENDA LANGUAGE:** Receive comments regarding a request to authorize the filing of an instrument to vacate a portion of the two ten foot wide public utility easements (PUE's) located along the common lot line of Lots 80 and 81 of Sandy Creek Ranches, Phase Four – Precinct Three.

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

TNR has received a request to authorize the filing of an instrument to vacate a portion of the two ten foot wide PUE's located along the common lot line of Lots 80 and 81 of Sandy Creek Ranches, Phase Four. The easements are dedicated per plat note. Lots 80 and 81 front on Sheep Hollow Trail, a street maintained by Travis County.

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

## **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR and staff finds the vacation request meets all Travis County standards. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR recommends the request.

## **ISSUES AND OPPORTUNITIES:**

According to the request letter, the owner would like to vacate a portion of the two subject easements in order to build a home and install its septic. Vacating the portions of the easements should resolve any potential encroachment issues.

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

None.

**ATTACHMENTS/EXHIBITS:**

- Order of Vacation
- Field Notes
- Request Letter
- Utility Statements
- Sign Affidavit and Pictures
- Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

**CC:**

Stacey Scheffel	Permit Program Manager	TNR	(512) 854-7565

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Sandy Creek Ranches, Phase Four**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2013  
**Prepared By/Phone Number:** David A. Salazar, Executive Assistant  
512-854-9558

**Elected/Appointed Official/Dept. Head:** Judge Biscoe  
County Judge's Office

**Commissioners Court Sponsor:**

## **AGENDA LANGUAGE:**

RECEIVE REPORT FROM THE TRAVIS COUNTY SHERIFF'S OFFICE REGARDING THE USE OF VIDEO CONFERENCING AT THE COUNTY JAIL AND ANY IMPACT ON OTHER VISITATION POLICIES AND PRACTICES.

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

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Melissa Velasquez, Judge's Office, x49555

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe, County Judge

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

## **AGENDA LANGUAGE:**

APPROVE PROCLAMATION RECOGNIZING THE MONTH OF JANUARY 2014 AS "MENTORING MONTH" IN TRAVIS COUNTY. (JUDGE BISCOE)

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

Judge Biscoe's Office is working with Leroy Nellis, retired county employee, to bring forward a proclamation recognizing mentoring month in Travis County.

Leroy Nellis will be present to discuss opportunities for residents and employees to become involved in mentoring.

## **STAFF RECOMMENDATIONS:**

Recommend approval.

## **ISSUES AND OPPORTUNITIES:**

n/a

## **REQUIRED AUTHORIZATIONS:**

n/a

**WHEREAS**, the education of the children of Travis County, Texas is one of the most important priorities in the county because that education will prepare our children to be future leaders, scientists, doctors, scholars, citizens, judges and County Commissioners;

**WHEREAS**, all elementary, middle and high school students living in Travis County benefit greatly when community volunteers work in their schools;

**WHEREAS**, teachers and staff in Austin, Pflugerville, Del Valle and Eanes Independents School Districts welcome the involvement of community volunteers;

**WHEREAS**, community volunteers working in schools are known to improve the attendance, the academic performance, the behavior, and the overall atmosphere of schools that help students envision their individual and academic goals, model effective study habits, improve students' organizational skills, assist students with homework and test preparation, and encourage them to pursue high levels of achievement;

**WHEREAS**, Austin Partners in Education and the Seedling Foundation have developed programs which can be customized to support both community volunteers and children;

**WHEREAS**, Travis County has an estimated 4,700 children who have one or both parents who are incarcerated and who are six to ten times more likely than their peers to end up in the juvenile or adult justice systems; and

**WHEREAS**, many children in Travis County schools require intensive support and encouragement that can be best provided in a small group setting.

**NOW THEREFORE BE IT RESOLVED** that the Commissioners Court of Travis County hereby expresses its support of these programs, honors the community volunteers who give unselfishly of their time and their gifts, and declares January as

**“Mentoring Month”**

in Travis County. The Commissioners Court encourages Travis County employees to volunteer to work with students in such programs and instructs supervisors of employees to allow Travis County employees to use a flexible approach to their daily schedule so that volunteering in our community’s schools would be possible. The Commissioners court further invites all elected and appointed officials of Travis County both to participate themselves as volunteers in the schools and to encourage the employees in their offices to become involved as mentors or classroom coaches.

SIGNED AND ENTERED THIS 21<sup>ST</sup> DAY OF JANUARY, 2014.

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SAMUEL T. BISCOE  
Travis County Judge

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RON DAVIS  
Commissioner, Pct. 1

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BRUCE TODD  
Commissioner, Pct. 2

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GERALD DAUGHERTY  
Commissioner, Pct. 3

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MARGARET J. GÓMEZ  
Commissioner, Pct. 4



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014  
**Prepared By/Phone Number:** Peter Einhorn  
512-854-9222

**Elected/Appointed Official/Dept. Head:** Commissioner Todd  
Precinct 2

**Commissioners Court Sponsor:**

## **AGENDA LANGUAGE:**

APPROVE RESOLUTION IN SUPPORT OF PROJECT CONNECT REGARDING HIGH-CAPACITY TRANSIT FOR CENTRAL TEXAS.

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

Memo Attached

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**

## **PROJECT CONNECT SUPPORT RESOLUTION LANGUAGE**

**WHEREAS**, the Transit Working Group (TWG), a subcommittee of the Capital Area Metropolitan Planning Organization (CAMPO) deliberated for nearly 18 months on issues of regional mobility and connectivity; and

**WHEREAS**, the Transit Working Group has been supported in its deliberations by the Project Connect collaborative planning effort for high-capacity transit initiated by the Capital Metropolitan Transportation Authority, City of Austin, Lone Star Rail District and CAMPO; and

**WHEREAS**, the TWG and the public agree that traffic congestion is a serious problem that threatens our region's economic health and quality of life and needs to be addressed; and

**WHEREAS**, the TWG found that high-capacity transit is an important part of the solution for improving mobility in Central Texas and will also provide new travel options between Central Texas and the San Antonio metropolitan area; and

**WHEREAS**, high-capacity transit includes modes such as Transit on Express Lanes, Bus Rapid Transit, Commuter/ Regional Rail and Urban Rail; and

**WHEREAS**, the TWG members have determined that the North and Central corridors are the highest priority for regional high-capacity transit based on travel demand and high ridership potential, land use, economic development, employment and travel patterns; and

**WHEREAS**, high-capacity transit projects should maximize the use of dedicated rights-of-way and other means of gaining a travel time advantage where financially and physically reasonable; and

**WHEREAS**, future high-capacity transit projects should strive for a "true alternative" to driving, providing quality competitive trips between and within the CAMPO adopted regional activity centers and seamless connectivity between high-capacity transit components; and

**WHEREAS**, the TWG finds that the Project Connect effort to plan, fund and operate a regional high-capacity transit system as a "Single System" provides a solid framework that should be further developed.

**NOW THEREFORE BE IT RESOLVED**, that the Travis County Commissioners Court endorses the vision and process outlined by Project Connect; and encourages the Central and North Corridor project teams and working groups to continue to refine the vision to promote the most efficient use of the resources available; and

**BE IT FURTHER RESOLVED** that the Project Connect Final Report be submitted to the CAMPO Transportation Policy Board and that the report's findings and

recommendations be incorporated in the CAMPO 2040 Plan, especially including projects identified for implementation, and

**BE IT FURTHER RESOLVED** that Project Connect should continue its efforts to inform area agencies, organizations and the public about the TWG's recommendations and Project Connect efforts on high-capacity transit for Central Texas.

**ADOPTED** on January 21, 2013

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Samuel T. Biscoe, Travis County Judge

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Ron Davis  
Commissioner Precinct 1

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Bruce Todd  
Commissioner Precinct 2

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Gerald Daugherty  
Commissioner Precinct 3

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Margaret Gómez  
Commissioner Precinct 4



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Christy Moffett / 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 the following items related to the planning for the Program Year 2014-2018 Consolidated Plan and Program Year 2014 Action Plan for the Community Development Block Grant funds available from HUD:

- A. Approve the public hearing dates for the public to provide input on community needs; and
- B. Approve the advertisements announcing the public hearing dates in newspapers of general circulation.

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

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides Community Development Block Grants (CDBG) to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis.

Each year HUD requires each grantee to develop an Action Plan specifying the activities to be undertaken with CDBG funds. For the program year 2014, which spans from October 1, 2014 through September 30, 2015, Travis County is expected to receive an estimated \$909,925 in CDBG funds. Travis County must determine how the funds will be allocated, and to do so CDBG staff will work with the public, Travis County departments, and social service agencies to receive input on the community needs and proposed projects.

Consolidated Plans are completed every 3, 5 or 6 years (based on the County's interest) and include data on community needs and strategic goals. The County is currently working under a three year Consolidated Plan spanning from program years 2011-2013. The next Consolidated Plan will span 5 years, taking effect on October 1, 2014 and ending September 30, 2018. During the proposed community meetings information from the public will be gathered to assist in determining the priorities for CDBG funding for the next five program years. Please refer to "Attachment A" for a full schedule for the development of the PY 2014 Action Plan and PY2014-2018

Consolidated Plan, please note that some dates are tentative and subject to change based on scheduling needs.

- A. Staff has identified the following dates, times and locations for the public hearings:

Locations of Hearings		Dates/Times of Public hearings
Community-Wide Hearing	Travis County Commissioners Court, Granger Building	Tuesday, February 18, 2014 9:00 am; Tuesday March 11, 2014 9:00 am
Precinct 1	Travis County Community Center at Manor	Wednesday, February 19, 2014 6:30 pm
Precinct 2	Westside Meeting Hall, Austin	Thursday, February 20, 2014 6:30 pm
Precinct 3	Travis County Community Center at Oak Hill	Wednesday, March 5, 2014 6:30 pm
Precinct 4	Travis County Community Center at Del Valle	Thursday, March 6, 2014 6:30 pm

Beginning on February 18, 2014, those that are not able to attend the public hearings will have an opportunity to provide their input in writing by filling out a Participation Form. This form will be available on the Travis County CDBG website [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG), at the seven Travis County Community Centers, or if requested the form can be mailed.

- B. Notification of the hearings must occur 14 days prior to the public hearings in newspapers of general circulation and must target the grant's service areas– the Village of Webberville and the unincorporated areas of the county.

The advertisement will appear in the following newspapers of general circulation: The Austin Chronicle, Pflugerville Pflag, Hill Country News, Oak Hill Gazette, and The Villager.

To reach the Spanish speaking population the ad will be advertised in the Spanish language newspaper *Ahora Sí*.

Additionally, staff will possibly placing ads on different websites including the [blacklandreporter.com](http://blacklandreporter.com), [asianaustin.com](http://asianaustin.com) and local independent school districts.

Please see "Attachment B" for the proposed advertisement in English, and "Attachment C" for the proposed advertisement in Spanish.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of the public hearing dates and advertisements.

**ISSUES AND OPPORTUNITIES:**

Moving forward with the development of a CDBG Action Plan and 5 year Consolidated Plan indicates that the County has a continued interest in applying for CDBG funds over the next 5 years. Additionally, the County will be undergoing the Urban County Renewal process this year, during which other jurisdictions within Travis County are invited to participate in the Travis County CDBG program. Undertaking this process also indicates an ongoing interest in pursuing CDBG funding.

A review of the advertising strategy was completed and adjustments have been made to address gaps.

After reviewing the data from the Community Needs meetings and other sources, staff will come back to the Commissioners Court in April for approval of a proposed strategic direction and project selection criteria so that projects for the next program year can be identified in May 2014.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The CDBG grant will pay for all the costs associated with the advertising as a part of its administration budget.

**REQUIRED AUTHORIZATIONS:**

None.

**Attachment A**  
**Calendar for the Development of the CDBG PY14-PY18 ConPlan  
 & PY14 Action Plan**



At Commissioners Court



Key Dates

<b>JAN</b>	Turn in back-up for Jan 21st agenda item	14
	Approve all dates and advertisements for public hearings	21
	Advertise the week of January 27th	27
<b>FEB</b>	Request project ideas from TC departments	1
	Turn in back-up for February 18th agenda item	11
	Public Hearing at the TCCC	18
	Public Hearing in Precinct 1 - Manor	19
	Public Hearing in Precinct 2 -Westside Meeting Hall	20
<b>MAR</b>	Evaluate projects as they come in and review last year's project list	
	Public Hearing in Precinct 3 - Oak Hill	5
	Public Hearing in Precinct 4 -Del Valle	6
	Public Hearing at the TCCC	11
	Service Providers Forum	19
	All projects ideas & proposals due for PY14	31
<b>APR</b>	Turn in back-up for April 15 <sup>th</sup> agenda item	8
	Approval of Strategic Direction & Project Selection Criteria	15
<b>MAY</b>	Turn in back-up for May 20th agenda item	13
	Presentation of Projects	20
	Turn in back-up for June 3rd agenda item	27
<b>JUN</b>	Approve dates and advertisements for public hearings; Project Approval by TCCC	3
	Advertise the Week of June 9	9
	Turn in back-up for June 17 <sup>th</sup> agenda item	10
	Approve of Public Comment Draft by TCCC	17
	Public Comment period begins	23
	Turn in back-up for July 1 <sup>st</sup> agenda item	24
<b>JUL</b>	Public Hearing at TCCC	1
	Turn in back-up for July 8 <sup>th</sup> agenda item	1
	Public Hearing at TCCC	8
	Public Comment Period Ends	22
<b>AUG</b>	Turn in back-up for August 12 <sup>th</sup> agenda item	5
	Approve final PY14-PY18 Con Plan and PY11 Action Plan at TCCC	12
	Con Plan and Action Plan due to HUD	15





**Travis County Health and Human Services & Veterans Service**  
 P.O. Box 1748, Austin, Texas 78767  
 (512) 854-4100 Fax (512) 854-4115

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

## Help Identify Community Needs in Travis County During Public Meetings in February & March 2014

Travis County invites the public to participate in community forums where residents will have an opportunity to present community needs and recommend projects for Community Development Block Grant (CDBG) funds for usage in the unincorporated areas of Travis County. The information collected in the forums will guide the selection of CDBG projects for the Program Year 2014 (October 2014-September 2015) and help determine the priorities for the funding of the next five program years (October 2014 – September 2018).

The CDBG program is funded by the United States Department of Housing and Urban Development (HUD) to benefit Travis County low- to moderate-income residents who live in the Village of Webberville or outside any other city limit. The program supports community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services. For the current program year, Travis County anticipates to receive an estimated \$909,925.

The forums will be held according to the following schedule:

<p><b>Tuesday, February 18, 2014 at 9:00 am, and Tuesday, March 11, 2014 at 9:00 am</b></p>	<p><b>Wednesday, February 19, 2014 at 6:30 pm</b></p>	<p><b>Thursday, February 20, 2014 at 6:30 pm</b></p>	<p><b>Wednesday, March 5, 2014 at 6:30 pm</b></p>	<p><b>Thursday, March 6, 2014 at 6:30 pm</b></p>
<p>Travis County <b>Commissioners Court</b>                      700 Lavaca St.                      Austin, TX 78701</p>	<p>Travis County Community Center at <b>Manor</b>                      600 W. Carrie Manor St.                      Manor, TX 78653</p>	<p>Westside Meeting Hall                      (Austin)                      4501 FM 620                      Austin, TX 78732</p>	<p>Travis County Community Center at <b>Oak Hill</b>                      8656-A Hwy 71W,                      Ste. 1000                      Austin, TX 78735</p>	<p>Travis County Community Center at <b>Del Valle</b>                      3518 FM 973                      Del Valle, TX 78617</p>

Beginning February 18, 2014, if you cannot attend any of the forums, you can participate by filling out a Participation Form found at the Travis County Website at [www.co.travis.tx.us/CDBG/](http://www.co.travis.tx.us/CDBG/), at one of the seven Travis County Community Centers or by requesting that it be mailed to you by calling 512-854-3460.

For additional information, contact the CDBG office at [cdbg@co.travis.tx.us](mailto:cdbg@co.travis.tx.us) or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at any of the public hearings, please contact CDBG staff at least five business days in advance.



**Travis County Health and Human Services & Veterans Service**  
 P.O. Box 1748, Austin, Texas 78767  
 (512) 854-4100 Fax (512) 854-4115

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

## Solicitamos Su Ayuda Identificando Necesidades Comunitarias Durante Foros Públicos En Febrero Y Marzo de 2014

El Condado de Travis invita al público a participar en foros comunitarios donde residentes tendrán la oportunidad de identificar necesidades comunitarias y de recomendar proyectos para el uso de los fondos del Programa de Subsidios Globales de Desarrollo Comunitario (CDBG) que se enfoca en las áreas no incorporadas del condado de Travis. La información recaudada en los foros guiará la selección de proyectos CDBG para el Año Programático 2014 (desde octubre de 2014 a septiembre de 2015) y ayudará a determinar las prioridades de financiamiento para los próximos cinco años programáticos (desde octubre de 2014 a septiembre de 2018).

El Programa de CDBG recibe fondos del Departamento de Vivienda y Desarrollo Urbano de los EE.UU. para beneficiar a residentes de bajo y medianos ingresos que viven en el Pueblo de Webberville o en las otras áreas no incorporadas del condado de Travis. El programa apoya actividades de desarrollo comunitarias que tienen como propósito revitalizar comunidades, mejorar opciones de viviendas, y proporcionar servicios e instalaciones comunitarias mejoradas. Para el Año Programático 2013, el Condado de Travis anticipa recibir un estimado de \$909,925 en fondos CDBG.

Los foros públicos se llevarán a cabo de acuerdo al siguiente horario:

<b>Martes, 18 de febrero de 2014 a las 9:00 am y martes, 11 de marzo de 2014 a las 9:00 am</b>	<b>Miércoles, 19 de febrero de 2014 a las 6:30 pm</b>	<b>Jueves, 20 de febrero de 2014 a las 6:30 pm</b>	<b>Miércoles, 5 de marzo de 2014 a las 6:30 pm</b>	<b>Jueves, 6 de marzo de 2014 a las 6:30 pm</b>
Travis County <b>Commissioners Court</b> 700 Lavaca St. Austin, TX 78701	Travis County Community Center at <b>Manor</b> 600 W. Carrie Manor St. Manor, TX 78653	Westside Meeting Hall ( <b>Austin</b> ) 4501 FM 620 Austin, TX 78732	Travis County Community Center at <b>Oak Hill</b> 8656-A Hwy 71W, Ste. 1000 Austin, TX 78735	Travis County Community Center at <b>Del Valle</b> 3518 FM 973 Del Valle, TX 78617

Comenzando el 18 de febrero de 2014, si no puede asistir a los foros, usted puede participar llenando una Planilla de Participación ubicada en la página web [www.co.travis.tx.us/CDBG/](http://www.co.travis.tx.us/CDBG/) o en uno de los siete Centros Comunitarios del Condado de Travis, o puede solicitar que se le envíe una planilla por correo llamando al 512-854-3460.

Para más información, comuníquese con la oficina de CDBG a través del correo electrónico al [cdbg@co.travis.tx.us](mailto:cdbg@co.travis.tx.us) o llamando al 512-854-3460. Para solicitar que haya un intérprete en español o de lenguaje americano de señas en alguna de estas reuniones, por favor contacte al personal de CDBG por lo menos con cinco días hábiles de anterioridad.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 1/21/14

**Prepared By/Phone Number:** Cynthia Lam-Roldan, 854-4822

**Elected/Appointed Official/Dept. Head:** Leslie Browder, 854-9106

Handwritten initials "JB" in black ink.

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

## AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

Proposed routine personnel amendments.

## BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

### Routine Personnel Actions – Pages 2 – 4.

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

Debbie Maynor, Human Resources Management Department, 854-9170

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.



# HRMD

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

**January 21, 2014**

**ITEM # :**

**DATE:** January 10, 2014

**TO:** Samuel T. Biscoe, County Judge  
Ron Davis, Commissioner, Precinct 1  
Bruce Todd, Commissioner, Precinct 2  
Gerald Daugherty, Commissioner, Pct. 3  
Margaret Gomez, Commissioner, Precinct 4

**VIA:** Leslie Browder, County Executive, Planning and Budget *LB*

**FROM:** Debbie Maynor, Director, HRMD *DM*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 4.**

If you have any questions or comments, please contact Debbie Maynor at 854-9170 or Todd L. Osburn at 854-2744.

LB/DM/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 /	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup /
New Hire	New Hire	01/06/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30050289 / Park Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$26,520.00
New Hire	New Hire	01/13/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30052002 / Planner Mgmt Research Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD14 / 00 / \$15.56
New Hire	New Hire	01/13/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30052003 / Planner Mgmt Research Spe / 2 - Temporary / 06 - Hourly - No Bnf / GRD16 / 00 / \$17.80
New Hire	New Hire	01/21/2014	N/A	N/A	3500 - Sheriff	30002647 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	01/21/2014	N/A	N/A	3500 - Sheriff	30002649 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	01/06/2014	N/A	N/A	3650 - Juvenile Probation	30004314 / Juvenile Rsdnt Treatment / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59
New Hire	New Hire	01/02/2014	N/A	N/A	3650 - Juvenile Probation	30004449 / Cook / 1 - Regular / 02 - Full Time Non-Exempt / GRD08 / 00 / \$23,483.20
Re-Hire	Re-Hire	12/16/2013	N/A	N/A	3465 - Constable Pct 4	30051326 / Training Education Coord / 2 - Temporary / 06 - Hourly - No Bnf / GRD18 / 00 / \$25.47

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup /	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup /
Mobility	Career Ladder	10/10/2013	3500 - Sheriff	30005878 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	3500 - Sheriff	30005878 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82
Mobility	Interdpt Change	01/13/2014	1550 - Counseling and Education Sv	30005929 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	1750 - Criminal Justice Planning	30005171 / Planner / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$45,346.50
Mobility	Promotion	01/01/2014	1350 - Human Resources Management	30000291 / Human Resources Asst I / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$30,542.00	1350 - Human Resources Management	30000291 / Administrative Asst II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Promotion	12/20/2013	1400 - Information Technology Service	30000360 / Business Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$64,794.31	1400 - Information Technology Service	30051277 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$68,033.00
Mobility	Promotion	01/16/2014	3500 - Sheriff	30002529 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,307.53	3500 - Sheriff	30002962 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
Mobility	Promotion	01/16/2014	3500 - Sheriff	30002281 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3500 - Sheriff	30002218 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
Mobility	Promotion	01/01/2014	3500 - Sheriff	30001952 / Health Services Supv / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$88,040.22	3500 - Sheriff	30001946 / Medical Services Dir / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$116,045.49

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup /	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup /
Mobility	Voluntary Reassignment	01/05/2014	3500 - Sheriff	30003164 / Dispatch Spc Sr Training Coord 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$44,982.69	3500 - Sheriff	30003099 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$38,235.28

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

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## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Norman McRee/854-4821

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

**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 \$1,376,963.18 for the period of January 3 to January 9, 2014.

### 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 \$1,376,963.18

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,376,963.18

### REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742  
Jessica Rio, 854-9106

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** January 21, 2014

**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:** January 3, 2013 to January 9, 2014

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,376,963.18

**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 \$1,376,963.18.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
JANUARY 3, 2014 TO JANUARY 9, 2014**

- 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: January 21, 2014  
 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: January 3, 2014  
 TO: January 9, 2014

**REIMBURSEMENT REQUESTED: \$ 1,376,963.18**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,034,204.56
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Jan 14, 2014	\$ (653,436.13)
SAP corr	\$ (3,475.00)
Misc Adj	\$ (330.25)
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 1,376,963.18</b>
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 1,376,963.18</b>

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

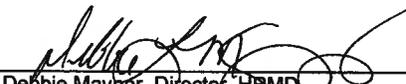
All claims over \$25,000 (4 this week totaling \$155,466.04) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

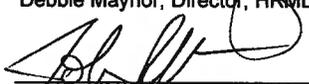
Fifteen percent (15%) of all claims under \$25,000 (\$186,430.34) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

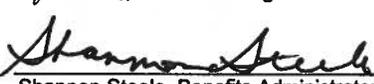
All claims have been reviewed to determine if they have exceeded the \$275,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$302,917.85.

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

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

 1/10/2014  
 Debbie Maynor, Director, HRMD Date

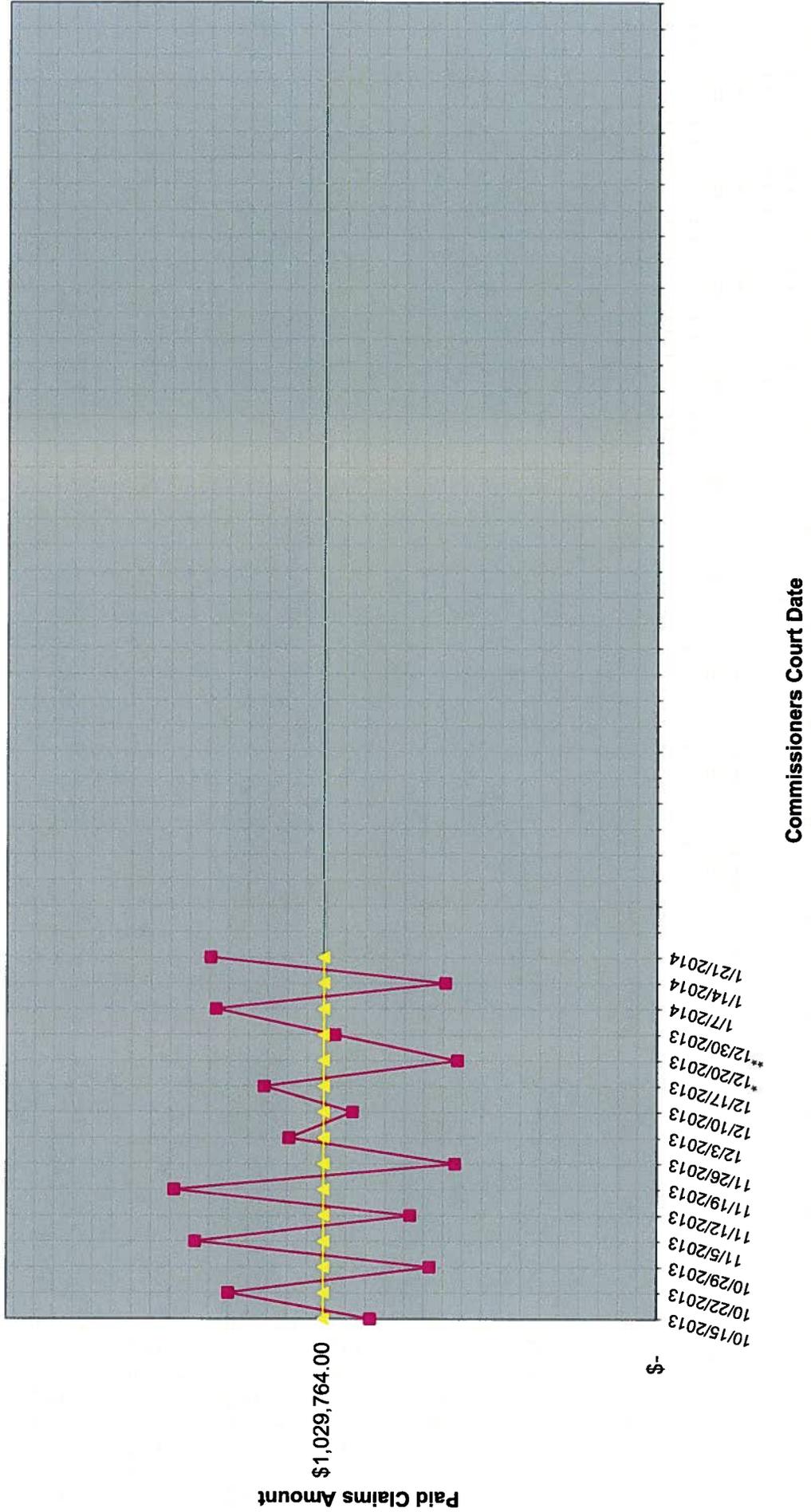
 1/10/14  
 John Rabb, Benefits Manager Date

 1/10/2014  
 Shannon Steele, Benefits Administrator Date

 1/10/14  
 Norman McRee, Financial Analyst Date

\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

**Travis County Employee Benefit Plan  
FY14 Paid Claims vs Weekly Claims Budget of \$1,029,764.52**



### Travis County Employee Benefit Plan FY14 Weekly Paid Claims VS Weekly Budgeted Amount

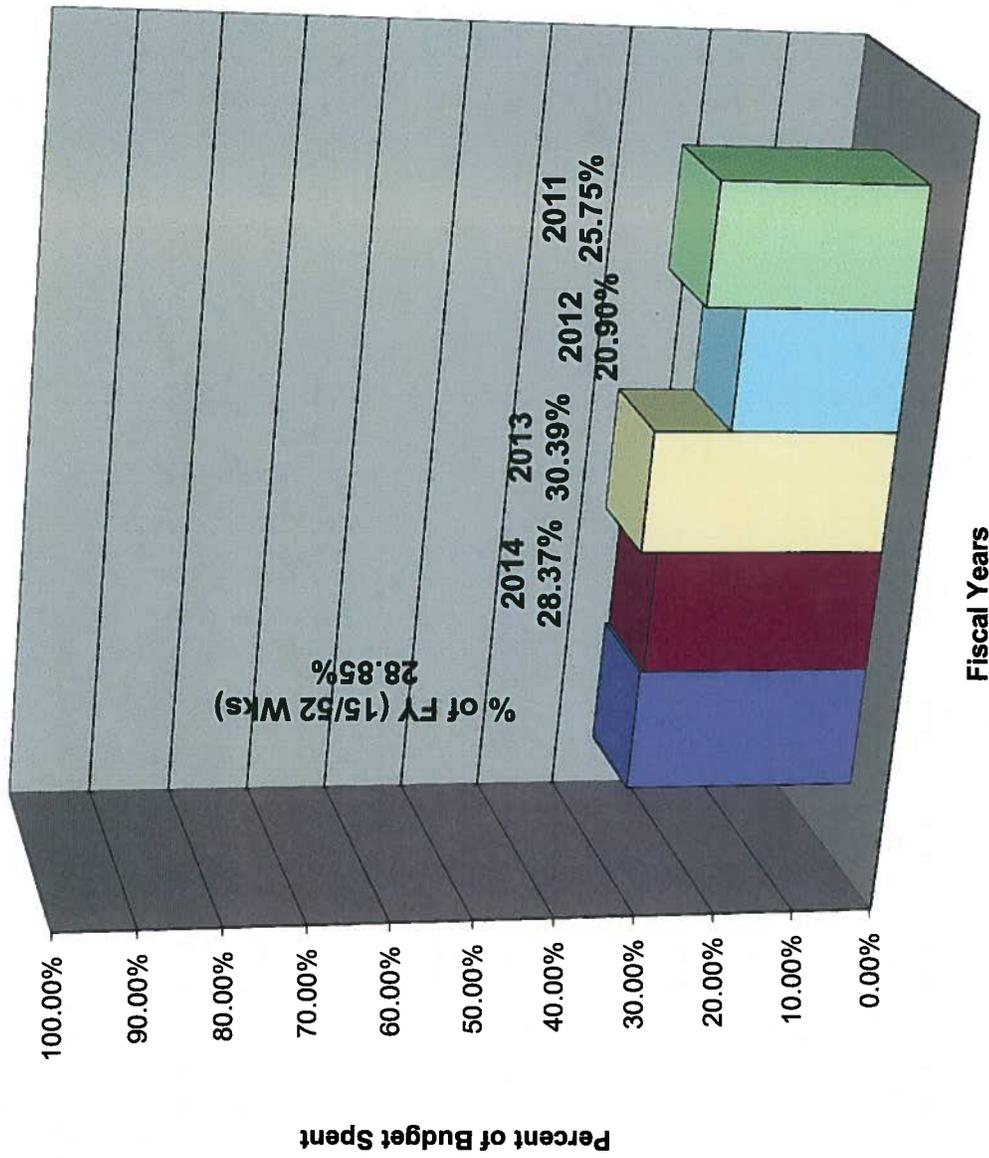
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 1,321,181.23	\$ 1,029,764.52	1	\$ 164,720.00	4.12%	4.42%
3	10/11/2013	10/17/2013	10/29/2013	\$ 701,263.92	\$ 1,029,764.52	1	\$ 82,224.03	5.43%	6.07%
4	10/18/2013	10/24/2013	11/5/2013	\$ 1,423,282.56	\$ 1,029,764.52	4	\$ 168,709.40	8.09%	8.24%
5	10/25/2013	10/31/2013	11/12/2013	\$ 761,418.64	\$ 1,029,764.52	2	\$ 106,445.83	9.51%	9.25%
6	11/1/2013	11/7/2013	11/19/2013	\$ 1,488,394.58	\$ 1,029,764.52	3	\$ 109,031.75	12.29%	13.29%
7	11/8/2013	11/14/2013	11/26/2013	\$ 622,321.91	\$ 1,029,764.52	1	\$ 29,825.79	13.45%	15.02%
8	11/15/2013	11/21/2013	12/3/2013	\$ 1,135,426.11	\$ 1,029,764.52	1	\$ 40,089.30	15.57%	17.32%
9	11/22/2013	11/28/2013	12/10/2013	\$ 940,233.39	\$ 1,029,764.52	2	\$ 222,703.69	16.76%	18.28%
10	11/29/2013	12/5/2013	12/17/2013	\$ 1,212,118.51	\$ 1,029,764.52	5	\$ 182,392.18	19.03%	20.94%
11	12/6/2013	12/12/2013	*12/20/2013	\$ 615,656.75	\$ 1,029,764.52	3	\$ 107,366.02	20.18%	23.72%
12	12/13/2013	12/19/2013	**12/30/2013	\$ 995,001.70	\$ 1,029,764.52	3	\$ 358,745.50	22.03%	26.12%
13	12/20/2013	12/26/2013	1/7/2014	\$ 1,360,704.88	\$ 1,029,764.52	3	\$ 222,051.40	24.57%	27.88%
14	12/27/2013	1/2/2014	1/14/2014	\$ 653,436.13	\$ 1,029,764.52	1	\$ 28,139.66	25.80%	28.75%
15	1/3/2014	1/9/2014	1/21/2014	\$ 1,376,963.18	\$ 1,029,764.52	4	\$ 155,466.04	28.37%	30.39%
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Claims (net) & Budget to Date	\$ 15,189,706.91	\$ 15,446,467.79	stop loss \$ (302,917.85)
Gross Paid Claims over (under) Original Budget	\$ (256,760.88)		

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

\*Friday due to Holiday  
\*\*Monday due to Holiday

### Comparison of Claims to FY Budgets Week 15



Created 01-16-14 at 4:01 pm



[Help](#) | [Forget me on this computer \(Log Out\)](#)

**Secured Message**

From: SIFSFX@UHC.COM  
To: NORMAN.MCREE@CO.TRAVIS.TX.US  
Date: January 10, 2014 5:36:06 AM GMT  
Subject: Secure Message from sifsfax@uhc.com

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: 2014-01-10 REQUEST AMOUNT: \$2,034,204.56

CUSTOMER ID: 00000701254  
CONTRACT NUMBER: 00701254 00709445  
BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445  
FUNDING ADVISE FREQUENCY: DAILY  
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT	
+ ENDING BANK ACCOUNT BALANCE FROM: 2014-01-09	\$671,111.50
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,996,929.50
+ CURRENT DAY NET CHARGE:	\$37,275.06
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$2,034,204.56

ACTIVITY FOR WORK DAY: 2014-01-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$46,576.03	\$00.00	\$46,576.03
TOTAL:	\$46,576.03	\$00.00	\$46,576.03

ACTIVITY FOR WORK DAY: 2014-01-06

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE

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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014\_01\_09

CONTR_NBR	PLM_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	(239.46)	A1	4578978	AA	1	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(242.96)	A1	4583269	AA	6	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(244.55)	A1	4584451	AH	2	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(249.21)	A1	4595621	AH	9	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(258.69)	A1	4552428	AA	1	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(268.48)	A1	4573432	AH	6	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(274.47)	A1	4571174	AH	5	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(275.85)	A1	4591295	AH	5	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(277.93)	A1	4559123	AH	1	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(277.93)	A1	4583267	AA	6	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(278.11)	A1	4545383	AH	3	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(316.81)	A1	4582251	AH	3	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(316.81)	A1	4509468	AA	1	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(364.65)	A1	4527014	AA	17	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(367.00)	QG	51712968	AH	1	7/17/2013	50	1/7/2014	1/9/2014
701254	632	(421.88)	A1	4552467	AH	1	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(421.88)	A1	4552435	AH	1	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(485.87)	A1	4583270	AH	2	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(666.03)	A1	4552490	AH	1	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(953.35)	A1	4601529	AH	8	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(1,663.36)	A1	4592909	AA	1	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(1,749.35)	A1	4552496	AH	1	1/2/2014	200	1/8/2014	1/9/2014
701254	632	(1,878.23)	A1	4552488	AH	1	1/2/2014	200	1/8/2014	1/9/2014

\$ 1,376,963.18

# Travis County Employee Health Benefits Fund

## UHC Payments Deemed Not Reimbursable

For the payment week ending: 1/9/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT #	ISS_DATE	TRANS CODE	TRANS_DATE
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Total: \$0.00

7

## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 01/09/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 210,037.71
	RR	1110068956	516110	\$ 24,290.90
			<b>Total CEPO</b>	<b>\$ 234,328.61</b>
EPO	EE	1110068956	516030	\$ 262,294.04
	RR	1110068956	516130	\$ 36,818.96
			<b>Total EPO</b>	<b>\$ 299,113.00</b>
PPO	EE	1110068956	516020	\$ 784,435.99
	RR	1110068956	516120	\$ 59,085.58
			<b>Total PPO</b>	<b>\$ 843,521.57</b>
			<b>Grand Total</b>	<b>\$ 1,376,963.18</b>



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:**

Belinda Powell, Strategic Planning Manager, Planning & Budget Office *Bull*

512-854-9506, and

Matias Segura, Task Manager, URS Corporation, CFCH Program Manager

512-419-5408

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

Leslie Browder, County Executive, *LB*

Planning & Budget Office 512-854-9106

Roger Jefferies, County Executive, *RJ*

Justice and Public Safety, 512-854-4415

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

## AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE PROPOSED CIVIL AND FAMILY COURT HOUSE PROJECT, INCLUDING:

- A. ADDITIONAL INFORMATION REQUESTED FROM WORK SESSION #1
- B. SCHEDULE MILESTONES
- C. PROGRAM MANAGEMENT ORGANIZATIONAL STRUCTURE
- D. ORIENTATION OF THE CIVIL AND FAMILY COURT HOUSE
- E. CONFIGURATION OF THE PARKING STRUCTURE FOR THE CIVIL AND FAMILY COURT HOUSE
- F. STRUCTURE AND PURPOSE OF COMMUNITY FOCUS COMMITTEE
- G. INDEPENDENT REPRESENTATIVE/COMPLIANCE ARCHITECT PROCUREMENT UPDATE
- H. OTHER ISSUES AND NEXT STEPS

## BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On November 5, 2013, the Commissioners Court awarded the contract for Program Management Services for the Travis County Civil and Family Court House project to URS Corporation. Notice to proceed was granted to URS on November 15, 2013 after receipt of all insurance certificates and other materials required under the contract.

URS presented to the Commissioners Court at Work Session #1 on December 19, 2013. The objective of the presentation was to introduce a series of decisions and ideas to be considered that would assist in refining the scope of the project, setting specific parameters, and developing estimated construction costs. Direction on some of the key ideas presented will aid the project team with developing a detailed scope of work for the Independent Representative / Compliance Architect (IR/CA) that will be hired for the project.

The Commissioners Court authorized the release of a Request for Qualifications for the selection of an IR/CA for the project on December 11, 2013. The IR/CA will be a key member of the County's project team for the development of the Civil and Family Court House under the design-build strategy adopted by the Commissioners Court. The schedule for the procurement of the IR/CA services is on a fast track so that the Commissioners Court can focus on the refinement of the project construction cost estimates before going to the voters to secure funding for the project.

#### **STAFF RECOMMENDATIONS:**

The URS team is requesting action on the following:

##### Schedule

The milestone schedule as presented at the December 19<sup>th</sup> Work Session, and included in the attached presentation, was developed to assist the Commissioners Court based on a November 2014 Bond Election. While the URS project team understands that the Commissioners Court has not yet made a decision regarding the election timeline, the milestones developed provide URS with a framework to proceed until a bond election date is determined. URS recommends that the Commissioners Court accept the milestone schedule as the working project schedule for the team until such time as enough work has been completed for the Commissioners Court to determine a definitive date for the bond election. This will provide the URS team an essential tool for overall program management for the project, while allowing the Commissioners Court the time necessary to consider the appropriate date for a bond election.

##### Organizational Structure

URS presented a draft organizational structure at the December 19<sup>th</sup> Work Session. It is included here in the attached presentation. The organizational structure is the management framework for the project and is a key

element of the implementation plan. Acceptance of the organizational structure is needed prior to finalizing the selection and contract award for the IR/CA team. URS recommends that the Commissioners Court accept the organizational structure for management purposes.

#### Orientation of Civil and Family Court House

URS presented multiple court house orientations at the December 19<sup>th</sup> Work Session and discussed the pros and cons of the various scenarios. URS recommends that the Civil and Family Court House be oriented to face Republic Square as represented in the attached presentation. Approval of this recommendation, or other direction, is needed to further refine the scope of work for the IR/CA and assist with focusing their efforts on other technical issues that will need to be developed for the construction cost estimates. Providing direction to the URS team now on this issue will also assist with maintaining the overall project schedule.

#### Configuration of the Parking Structure

URS presented two options for the configuration of the parking structure at the December 19<sup>th</sup> Work Session. As stated in the work session, URS recommends that the parking structure to support the Civil and Family Court House be below ground. URS is requesting approval of this recommendation from the Commissioners Court to establish the configuration of the parking structure, and focus the work of the IR/CA and any other consultants working on parking analysis. Direction on this issue is key to the further analysis related to parking costs, operations, and access issues for the site that will be developed in the coming weeks.

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

The Commissioners Court has continued to express interest in the establishment of a committee of community stakeholders to work with the URS team on issues related to the Civil and Family Court House. The URS team is proposing the attached Community Focus Committee structure for discussion. This committee will be a valuable resource to URS and the Commissioners Court as the project moves forward and refinements are made to the scope and cost of the proposed building. There are a number of issues and objectives that the Commissioners Court may wish to have discussed with this committee. The attached draft objective and make-up of the committee is submitted for discussion and further direction.

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

Funding for the URS contract has been previously approved by the Commissioners Court.

**REQUIRED AUTHORIZATIONS: NA**

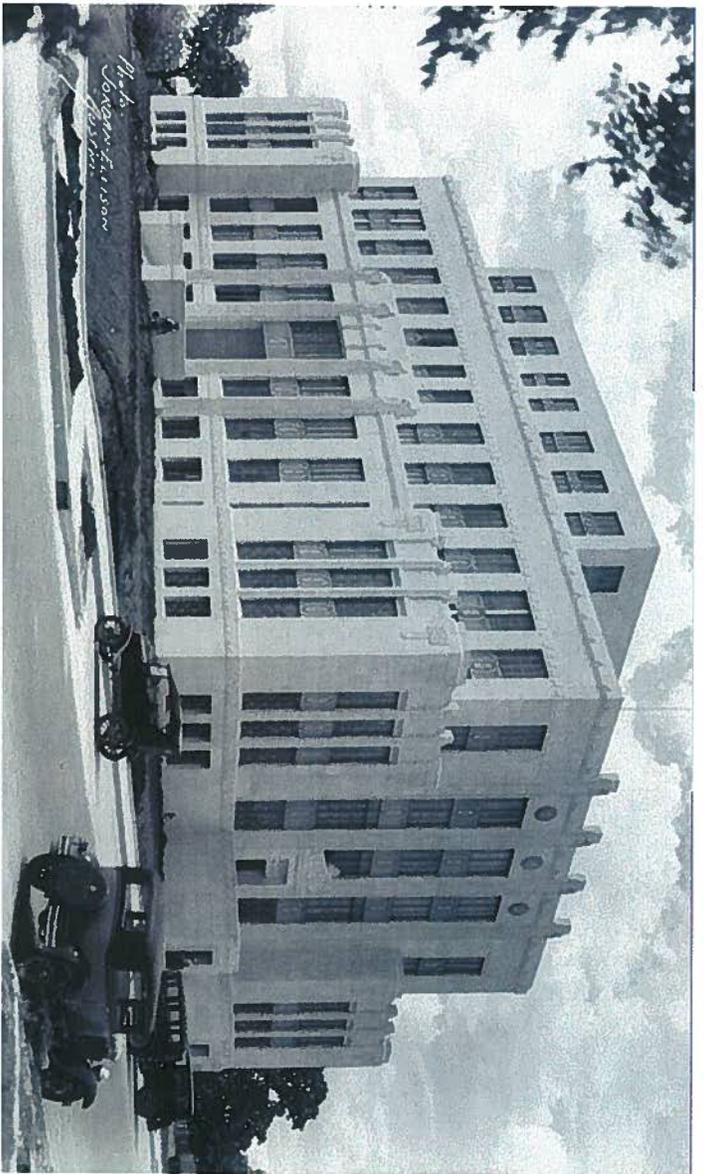
**ATTACHMENTS:**

- 1. Presentation from URS**
- 2. Draft charge for the Community Focus Committee**



# TRRS

## Travis County Civil and Family Court House



Commissioner's Court Working Session

Civil and Family Court House

Voting Session #1

January 21, 2014

# **Agenda for Voting Session**

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- Requested Information from Work Session #1
- Schedule
- Organizational Structure
- Program Parameters and Functionality
- IR/CA Procurement Update
- Community Focus Committee
- Next Steps



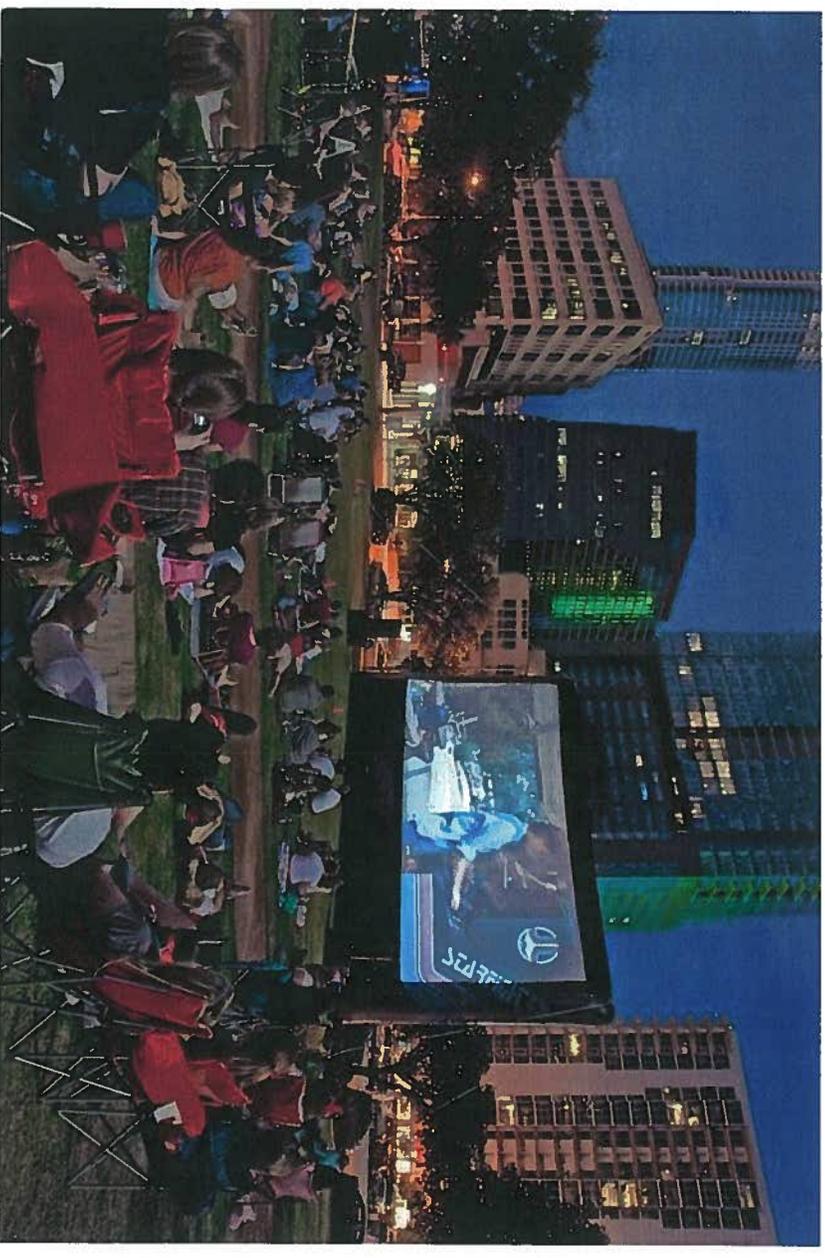
**Requested Information from Work Session #1**



# Typical Republic Park Events

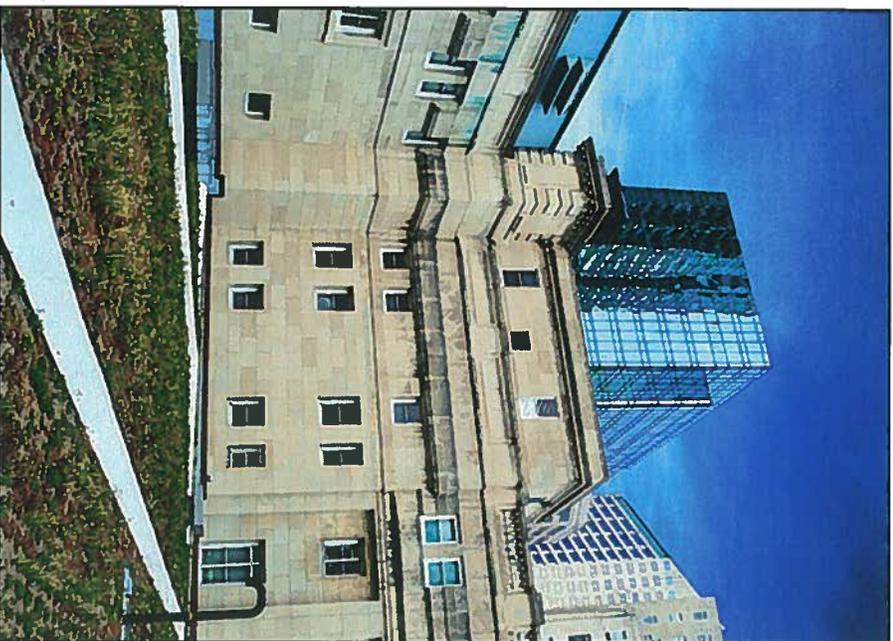
- Movies
- Farmer's Market
- Music
- Daytime Activity
  - Yoga Classes
  - Lunch Destination
- Has a Facebook Page

Republic Park – Summertime Movies

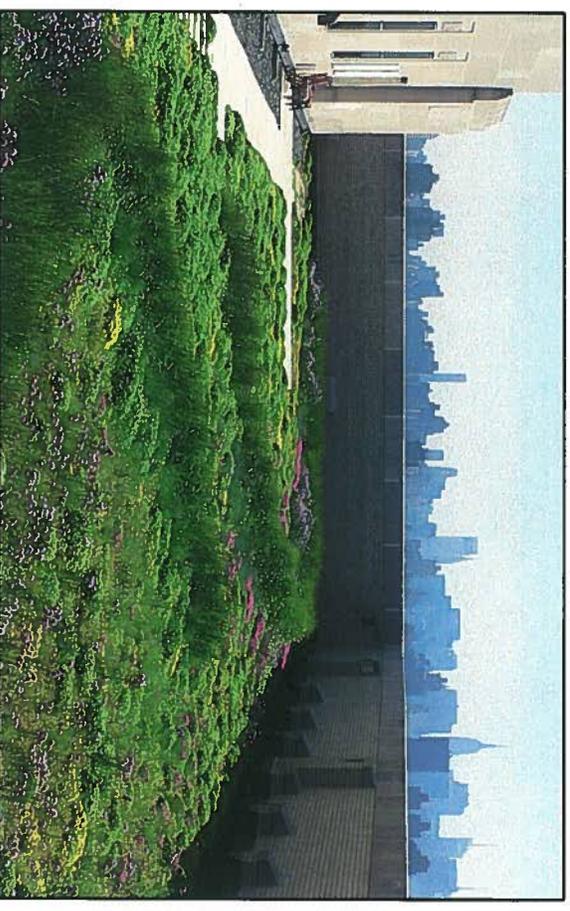


# Buildings with Green Roofs (Public Use)

**Birch Bayh U.S. Courthouse  
Indianapolis, In**



**Bronx County Courthouse  
New York, NY**

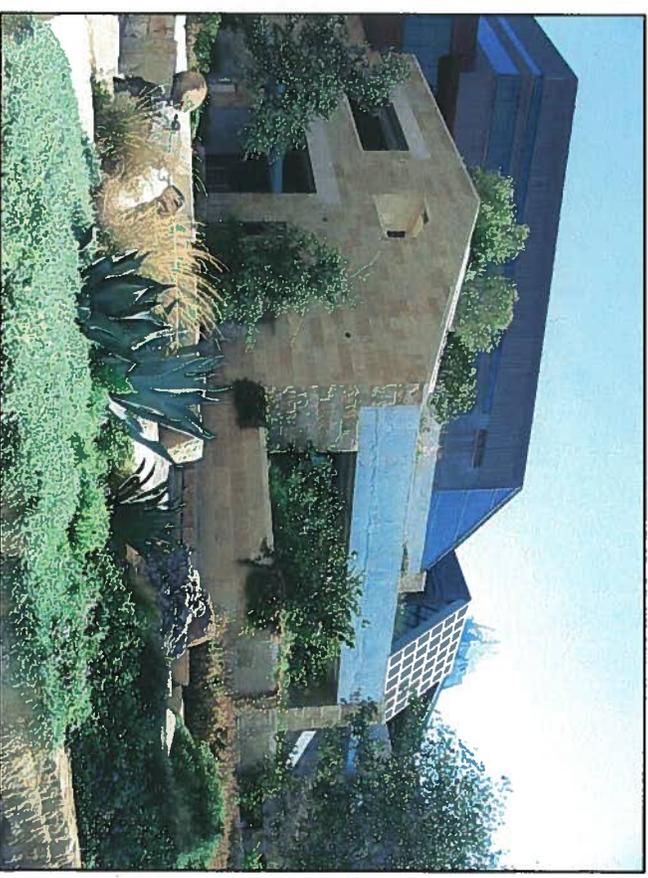


**GSA – Green Roof Tracker**

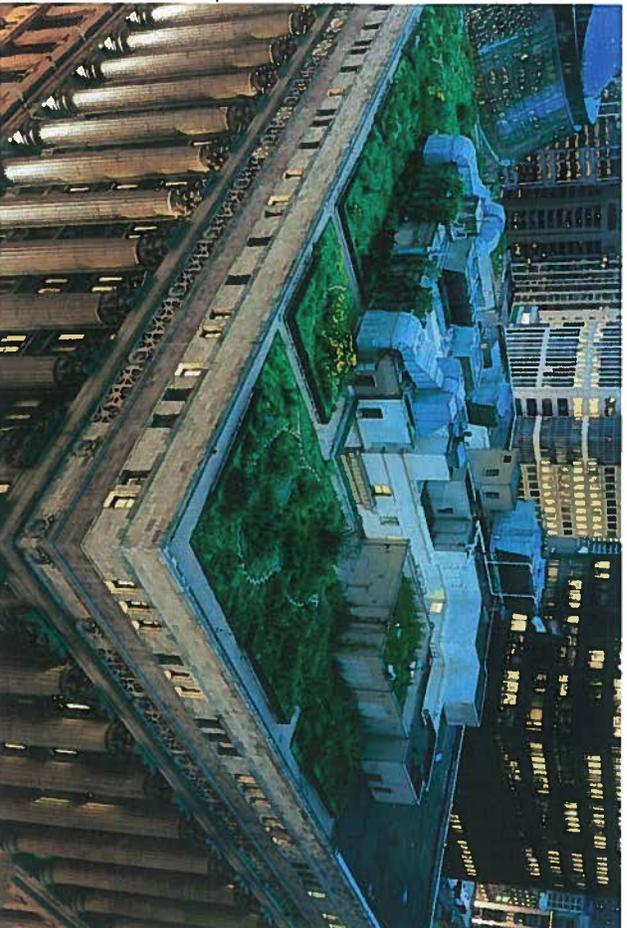
Total Square Footage	Acres	Number of Buildings
2,041,117	46.8	61

# Buildings with Green Roofs (Public)

Austin City Hall



Chicago City Hall



**URS**

**Schedule**



# Schedule

Date	CFCH Project Milestones
December 11, 2013	TC Releases RFQ for IR/CA
December 18, 2013	Pre-submission Conference
December 19, 2013	Commissioners Court Work Session #1
January 7, 2014	Cut-off for IR/CA RFQ Questions
January 9, 2014	IR/CA RFQ Last Addendum Issue Date
January 15, 2014	RFQ for IR/CA Closes
February 3, 2014	Evaluation Team Makes IR/CA Team Recommendation
March 8, 2014	Posting of Award for IR/CA
March 18 - 25, 2014	Commissioners Court Award Contract for IR/CA
March 2014	IR/CA Kick-Off Meeting
March 2014	Project Definition
April 2014	Due Diligence Reviews
May 2014	Architectural Program Reviews
June 2014	Project Development Profile
April 2014	Sustainability Objectives
June 2014	Independent Construction Cost Estimate & Schedule
July 2014	Finalize Dollar Amount on Ballot
July 29, 2014	Final Decision on Bond Election
October 1, 2014	Procurement Document Preparation
November 4, 2014	Proposed Bond Election Date not yet Finalized by Commissioners Court
February 2015	DB Open Solicitation Period
February 2015 - May 2015	DB Proposal Evaluation, Selection & Negotiation Period
June 2015 - February 2018	DB Design, Construction & Implementation

# Phasing Schedule

Phase	Description	2014				2015				2016				2017				2018				
		Q1	Q2	Q3	Q4																	
I	Program Initiation	■																				
II	Program Definition Development		■																			
III	Design-Build Preparation & Procurement			■																		
IV	Design-Build Selection				■																	
V	Design-Build					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

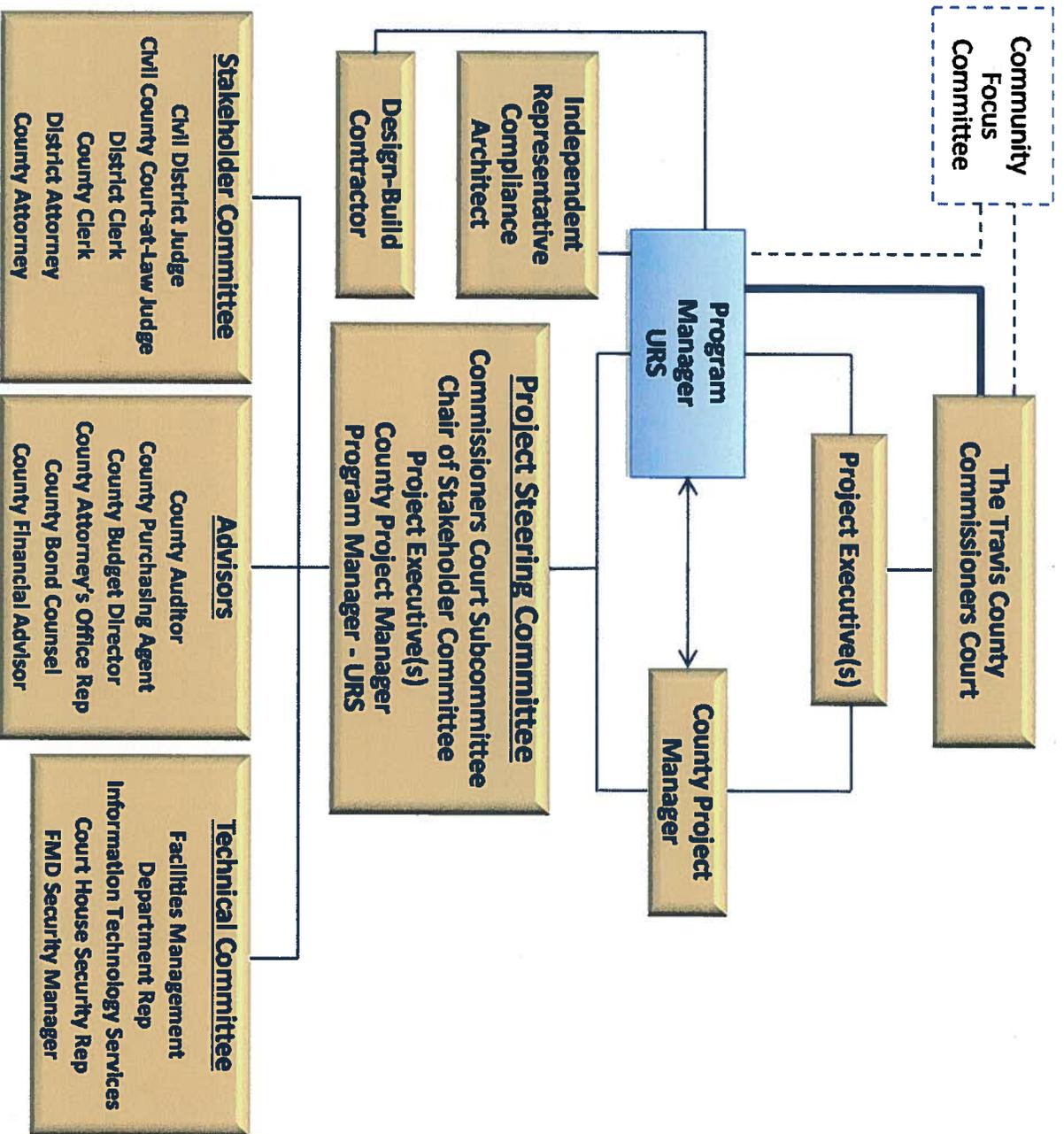
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**Organizational Structure**



# Organizational Structure





# Program Parameters and Functionality

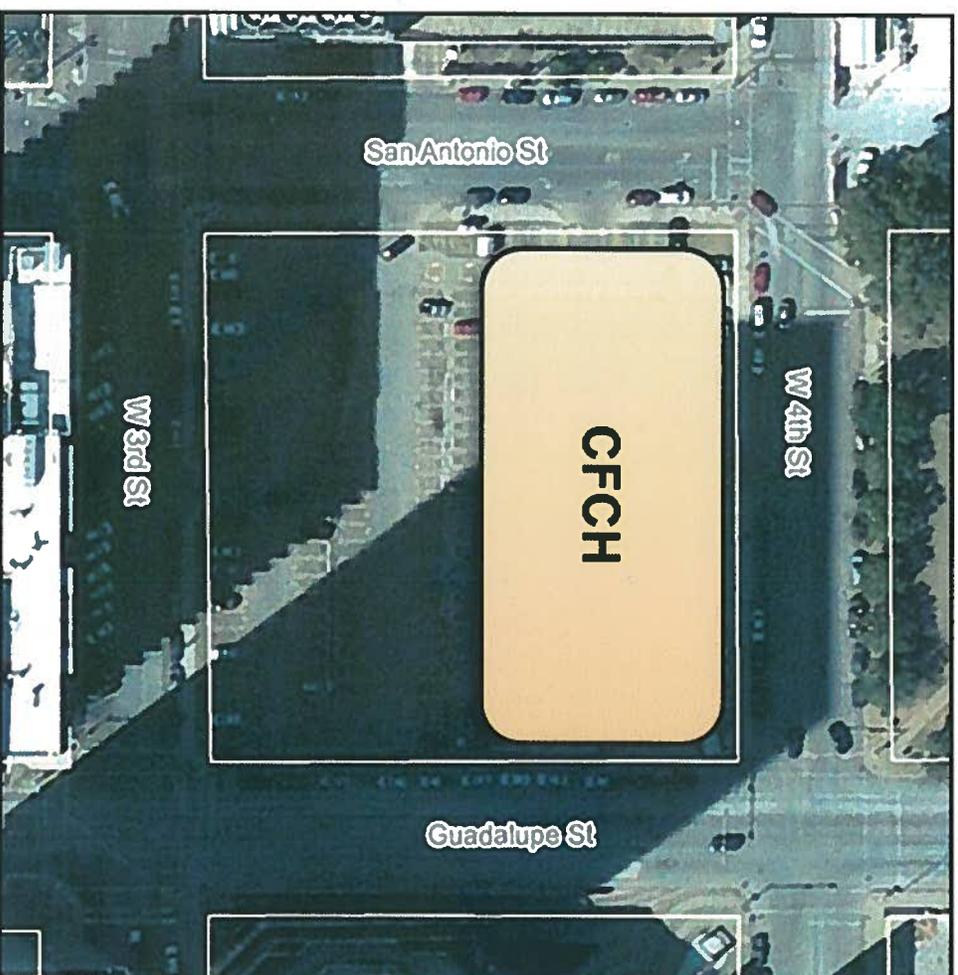


# Decision #1 – Orientation of CFCH

## URS Recommendation

- Faces Republic Square
- Adjacent to Federal Court House
- Connectivity with Guadalupe
- Superior Mobility
  - Parking
  - Future Transit

Facing Republic Square

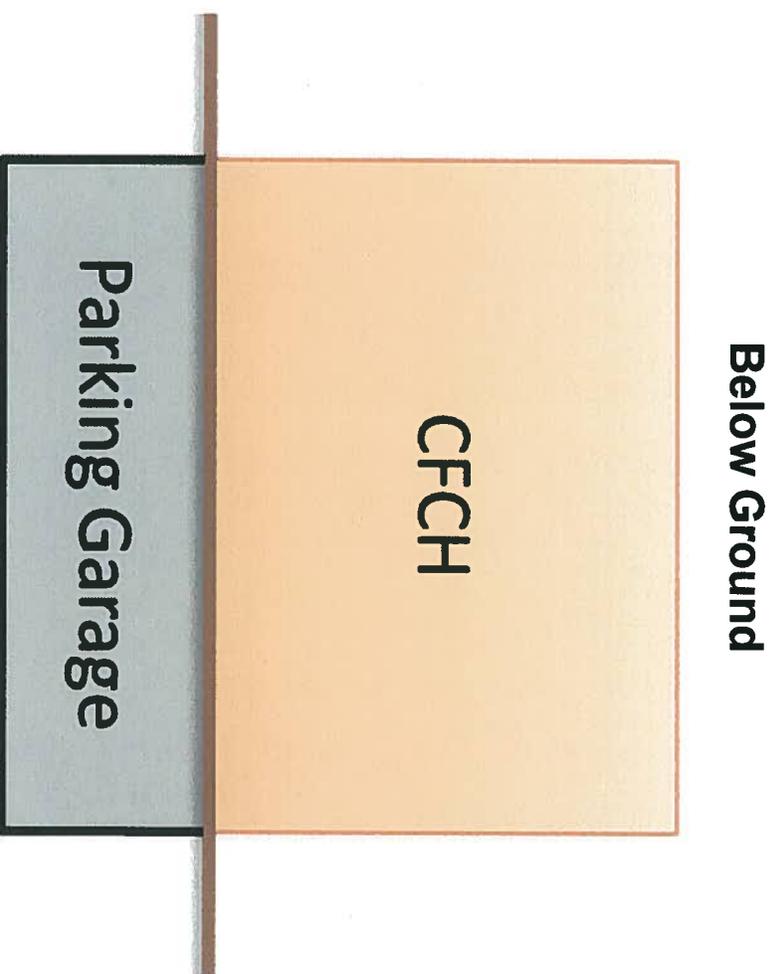


## Decision #2 – Parking Structure

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### URS Recommendation

- Increased Security
- Street Level Access to Court House
- \$16,500 per space, compared to \$13,000 per space above ground
- Consistent with Downtown Infrastructure
- Architecturally Attractive
- Less Restrictive to Future Expansion





**Community Focus Committee**



# Community Focus Committee

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## Purpose:

- Provide Feedback to CFCH Team
- Provide Support to County Commissioners
- Provide Linkages to Specialty Groups

## Potential Topics Include:

- Accessibility
- Mobility
- Public Space
- Aesthetics
- Functionality
- Sustainability
- Service
- Public Education

# **Community Focus Committee**

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**Composition: 15 Persons**

**Appointed by the Commissioners Court**

- **Family Services – 3 Members**
- **Legal and Professional – 3 Members**
- **Downtown Interests – 3 Members**
- **Built Environment – 1 Member**
- **Commissioners At Large – 5 Members**

**Attention to Geographic and Cultural Diversity**



**IR/CA Procurement Update**



# IR/CA Procurement Update

Date	IR/CA RFQ Evaluation & Selection Process
January 8	Last (only) Addendum Issued
January 13	Teleconference/meeting with Evaluation Committee, URS regarding evaluation framework, process
January 15	RFQ Closes
January 16	RFQ responses distributed by Purchasing for review and scoring
January 22	Preliminary scores due to Purchasing by C.O.B.
January 23	Meeting to finalize scores/shortlist respondents
January 24	Shortlisted teams notified and interviews scheduled
January 29-31	Interviews, any requests for additional information and/or final scoring
February 3	Recommendation to Purchasing to commence negotiations with highest ranked team
February 11	Commissioners Court approves Evaluation Committee recommendation, authorizes Purchasing Agent to commence negotiations
February 12-14	Negotiations scheduled, negotiations preparation
February 17-21	Negotiations held, begin contract preparation
February 24-March 4	Final negotiations, contract finalized
March 4	Contract award recommendation to Purchasing
March 8	Agenda posting for Commissioners Court approval of contract award
March 18-25	Contract consideration/award by Commissioner Court





**Next Steps**



## **Next Steps**

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- **Approve Community Focus Committee Charge – target February 4th**
- **Appoint Community Focus Committee Members – target February 4th – 11th**
- **Approve List of Discussion Items for first Community Focus Committee Meeting**

## **DRAFT CHARGE FOR THE CIVIL AND FAMILY COURTHOUSE COMMUNITY FOCUS COMMITTEE**

The charge of the committee assembled to assist with delivery of the new Travis County Civil and Family Courthouse is as follows:

The committee is to act as a sounding board for the Commissioners Court and the Program Manager on the development of the new Civil and Family Courthouse, providing observations about how the project is perceived by the general public based on the individual expertise of the committee members. These observations, which may include comparisons of alternative options, will be informed by the project data provided by the Program Manager, URS Corporation, as well as the Independent Representative / Compliance Architect. Topics of interest and concern might include:

- Accessibility
- Mobility
- Public space
- Aesthetics
- Public education
- Usability
- Sustainability
- Affordability
- Cost effectiveness and efficiency
- Other features for the use, service, dignity and security of the residents of Travis County

This committee will also serve as a linkage to other specialty focus groups as needed.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Danny Hobby/854-4416

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

A handwritten signature in black ink, appearing to read "D. Hobby", is written over the name "Danny Hobby" in the previous block.

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

### AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING INTERLOCAL AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The purpose of the EMS Interlocal Cooperative Agreement ("Agreement") is to provide for emergency medical services and transport medical services to Suburban Travis County (the county's geographic area outside the City of Austin) through the use of City staff, City-owned equipment, County provided vehicles and stations, and other County-owned assets.

In FY 2009 Travis County and the City of Austin entered into an Agreement for emergency medical services and transport medical services with multiple additional one-year terms. The last term, Amendment Five, was set to expire on September 30, 2013. In September 2013, The Commissioners Court and City Council elected to approve a holdover term for 120 days and terminable on January 28, 2014. During the holdover term, the Agreement remains in full force and effect until a new Interlocal is approved by both the County and City.

This request is to approve the attached Interlocal Agreement which reimburses the City of Austin for emergency medical services and transport services outside the City of Austin's corporate limits. The amount of reimbursement is now figured on projections of cost for each major service area in the City of Austin EMS Department budget and for the first time allows each party to add resources without financial impact to either party.

The County now has a fixed cost budget due to County and City financial staff developing a financial template that breaks out service areas costs for both County and City. The Agreement provides for possible alternative service delivery options for both the County and the City. The Agreement also reflects performance reliability indicators developed to maintain set performance standards in the services delivered to the County, and a performance improvement report to improve performance if the indicators are not being met. The Agreement provides for reporting of critical financial and performance activities. It is our understanding the City plans to develop a dashboard format where services and performance data can be viewed by the both the County and the public. Lastly, the Agreement provides for a 123 holdover term if needed, but will not require going back to Commissioners Court or the City Council for approval of the holdover.

The Agreement begins on October 1, 2013 and ends on September 30, 2014. County and City may renew the Agreement for four additional one year terms by approving a written amendment to extend the term and amend other provisions for the extended term as appropriate. County and City acknowledge the execution of the Agreement is occurring after the effective date of the initial term of the Agreement and County has made payments for services received from October 1, 2013 through December 31, 2013.

**STAFF RECOMMENDATIONS:**

Emergency Services recommends approval of this request.

**ISSUES AND OPPORTUNITIES:**

The Agreement does not change the overall management that is currently in place for ground EMS service, but it does allow a specific understanding of costs; more flexibility in how services can be delivered; better options in deployment of ambulances and resources needed to improve response times; and better performance indicators for the services provided to the County, with an improvement process for services that do not meet the established standards.

The City of Austin EMS Department has been providing emergency medical services to Travis County for over thirty years.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Funding for the Agreement is available in the FY14 approved budget in Emergency Services. The budget incorporates the established financial

calculations for expenses and the receipt of 100% of the revenue for all ground patients treated in Travis County, outside the City of Austin's corporate city limits.

**REQUIRED AUTHORIZATIONS:**

Barbara Wilson, County Attorney's Office, 854-9567

C.W. Bruner, Purchasing Office, 854-9760

Kapp Schwebke, Auditor's Office, 854-6628

William Derryberry, PBO, 854-4741

David Salazar, Judge's Office, 854-9558

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY  
FOR EMERGENCY MEDICAL SERVICES**

This agreement is entered into by the following parties: City of Austin ("City") and Travis County, a political subdivision of Texas ("County").

**1. Purpose of the Agreement.**

City shall provide and County shall receive the Service. This agreement is for emergency ambulance service that is provided with the delivery of clinical excellence, performance reliability, economic efficiency, and customer satisfaction.

**2. Scope of Work.**

City shall provide out-of-hospital emergency medical services on behalf of County seven days a week, twenty-four hours a day, and every day of each year as stated in Attachment A. City provides specifications for the vehicles and equipment necessary to provide the Services. Upon approval by the Commissioners Court, County acquires these vehicles and equipment, as specified by City.

**3. Term of the Agreement.**

This agreement begins on October 1, 2013 and ends on September 30, 2014. City and County may renew this agreement for four additional one year terms by approving a written amendment to extend the term and amend other provisions for the extended term as appropriate. For each renewal term, the Total Agreement Fee, the monthly installments of the Total Agreement Fee, and the Holdover Difference shall be incorporated in the amendment extending the term of the agreement. For any renewal term to be effective, the amount to be paid by County must have been incorporated into an amendment to Attachment C and approved by Commissioners Court.

**4. Performance Reliability.**

Effective on and after February 1, 2014, City shall maintain performance reliability as outlined in Attachment B and section 21 ("Outlined Parameters") with the first assessment being on March 1, 2014. If County becomes aware that City's performance reliability has or may have fallen below the Outlined Parameters, County shall request that City initiate an analysis of its performance under this agreement within 5 days of becoming aware of that and City shall initiate an analysis of performance and prepare a "Performance Improvement Report" within 5 days of County's request.

If City becomes aware that its performance reliability has or may have fallen below the Outlined Parameters, City shall initiate an analysis of performance and prepare a "Performance Improvement Report" as soon as practicable. City shall notify County that it has initiated an analysis of performance and which performance areas are being reviewed within 5 days of starting the analysis.

When City prepares a "Performance Improvement Report", this report shall include an action plan to improve all performance to at least the Outlined Parameters. City shall implement the action plan in the Performance Improvement Report which will be initiated within 5-days after the date of notification of a request from the County or City becoming aware of a performance reliability issue.

**5. Authority.**

This agreement is authorized under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party paying for the performance of governmental functions or services under this agreement must make those payments from current revenues available to that party.

**6. Changes to Agreement.**

Changes may be made to the agreement and any attachment to it, only if expressly agreed to in writing by the governing bodies of City and County and incorporated into this agreement. It is acknowledged that no officer, agent, employee or representative of County or City has any authority to change the provisions of this Agreement or any attachments to it unless expressly granted that specific authority by the Commissioners Court or City Council, as applicable.

**7. Invoicing and Payment Method for County Agreement Fee.**

**a. IRS Form W-9.**

County shall provide City and the City shall provide the County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.

**b. Amounts Payable by County.**

During each term, the Total Agreement Fee shall be equal to the amount approved in a negotiated agreement or renewal amendment by the Commissioners Court and the City Council for the applicable contract term. City shall give County prompt notice of any proposed pay increases and of any approved pay increases that will impact the amounts payable under future terms of this agreement.

**c. Billing Instruction.**

City shall submit a monthly billing statement for the monthly installment of the Total Agreement Fee to County Executive, Emergency Services between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of each calendar month for each month of the current term beginning after the execution of this agreement or a renewal amendment and any Holdover Term in compliance with section 24.d. All billing statements must include following information:

- i. the month covered,
- ii. the monthly installment of the Total Agreement Fee for the current term,
- iii. a copy of Attachment C as supporting documentation, and
- iv. the EMS GASB Report described in section 16.a. for the month covered.

Any billing statement that does not contain the full and complete EMS GASB Report for the month covered as described in section 16.a. shall be considered incomplete and not eligible for payment processing until the EMS GASB Report is provided.

If, as a result of the Holdover Difference, County has paid City more fees during the Holdover Term than are payable for that period, City shall deduct the amount owing to County from the billing statement for the first month after the execution of this agreement or any renewal amendment.

**d. Payments by County.**

County shall pay City the monthly installment of the Total Agreement Fee stated on the billing statement no later than thirty (30) calendar days after receipt of a billing statement that is prepared and sent in compliance with section 7.c.

Payment is deemed made on the date postmarked. County shall send payments to:

Austin – Travis County EMS  
P. O. Box 1088  
Austin, Texas 78767

**8. Request for Additional Services or Additional Compensation.**

In the event of unforeseen circumstances arising or the need for resources beyond the original scope of work, this agreement must be amended in compliance with section 6 before these are provided. The cost associated with providing the increased services will be negotiated by the EMS Chief and the County Executive, Emergency Services and are subject to approval from the Commissioners Court and City Council.

**9. Maximum Funds.**

The maximum amount for any term can only be changed by the express written approval of that specific amount by the Commissioners Court.

**10. Confidentiality.**

Parties are required to comply with local, state, and federal laws relating to the privacy and confidentiality of patient records that contain information or records made confidential by law including but not limited to the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 and 45 Code of Federal Regulations, Part 164. ("Confidential Information"). The Parties shall maintain sufficient safeguards to prevent release or disclosure of any Confidential Information obtained through the provision of Services under this agreement unless disclosure is required by local, state, or federal laws.

**11. Records Retention.**

City shall retain records in accordance with the Records Retention Schedule established by City for its EMS Department, City's Rules for its EMS Department and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

**12. Patient Billing and Collection Services.**

**a. Billing.**

City shall bill ground ambulance patients within fifteen (15) calendar days after the date of service. City shall charge ground ambulance patients for Services provided in Suburban County at the same rates charged to patients treated within City, unless County sets another patient rate for Services provided in Suburban County.

If County has not set a patient rate for Services provided in Suburban County that is different from the City rate, City may adjust rates for ground ambulance patients, including those for Services provided in Suburban County. Rates are typically adjusted once each year, with an effective date of October 1. City shall give written notice of the time and amount of any rate change to the County at least 30 days before implementation of the change.

If County desires a patient rate for Services provided in Suburban County that is different from the City rate, County shall work with City through the City's annual budget process to assist City staff in obtaining approval of that rate change in the City's fee ordinance. Any rate changes that apply only to the patient rate for Services provided in Suburban County require approval by City Council and Commissioners Court.

**b. Collections.**

City shall collect the fees owed for Services provided in Suburban County under the same standards and procedures used for ground EMS services provided within the City limits and in accordance with City financial policies.

**c. Delinquent Accounts.**

City shall use effective techniques and make good faith efforts to promptly collect all fees due for Services provided in Suburban County, including delinquent amounts. City shall not treat fees due for Services provided in Suburban County that must be paid to County differently from the fees that City collects on its own accounts, including delinquent EMS accounts. If appropriate, City may use contracted collection agencies for collection of delinquent amounts.

**d. Travis County Adjustment.**

If County is financially responsible for a patient transported while incarcerated in a county facility, City shall not bill County for Services the revenue from which City would pay to County once collected. On the effective date of this agreement, City shall adjust to zero all historic balances resulting from the transport of a patient who was incarcerated in a County facility and for whom County was financially responsible at time of transport.

**13. Payment of Collected Patient Fees to County.**

By the thirtieth (30<sup>th</sup>) day of the following month, City shall pay County the full amount of the ground ambulance fees collected during each calendar month for Services provided in Suburban County. The full amount includes not only patient payments, but also insurance payments and payments received from the Medicaid Supplemental Payment Program and other payers.

**14. Audit.**

Each party has the right to conduct an annual financial and compliance audit of the other party's performance under this agreement in compliance with generally accepted auditing standards and procedures for governmental organizations. Each party shall permit authorized representatives of the other party to audit its records that relate to this agreement. Subject to compliance with laws related to confidentiality of information, including medical records, each party shall permit authorized representatives of the other party to obtain copies of any documents, materials, or information necessary to facilitate these audits.

**15. Inspections.**

City shall permit authorized County personnel, during normal business hours for administrative employees; to conduct site visits, inspect any equipment and facilities, and review such records of the EMS System as needed to ascertain compliance with the terms of this agreement.

**16. Monthly Reports.**

**a. EMS GASB Report.**

City shall provide the EMS GASB Report as part of the billing packet. The GASB report shall include monthly totals for:

- Beginning A/R Balance
- New Charges
- A/R Adjustments
- Payments
- Non-Monetary Discharges of A/R
- Adjustments
- Ending A/R Balance

**b. STAR Flight Report.**

City shall provide the STAR Flight Report by the 10<sup>th</sup> business day of the following month. The STAR Flight Report shall include monthly totals for:

**i. Number of Requests for:**

- In and Out of County Service
- Scene versus Inter-Facility Calls
- Specialty Team Flights

**ii. Number of Auto Launches and Number of Patients Transported.**

**iii. Medical Priority Assignments for STAR Flight Transports.**

- Priority 1
- Priority 2
- Priority 3
- Priority 4
- Priority 5

**iv. Time Intervals.**

- Call Received
- Dispatched
- Responding

**c. Financial Reports.**

City shall provide County the September Financial Report and the Close-II report no later than November 15 each year.

**17. Training for Aeromedical Communications Staff.**

City shall allow up to 12 Communications Medics to elect to participate in training in air emergency medical service dispatch and response, including **STAR Flight** card compliance. The number of participants is based on employee interest and the operational needs of EMS for ground dispatch. Initial and continued participation must be approved by both City and County. Communications Medics who elect to participate

("Participants") receive training from County in coordinating dispatch requests and responses for **STAR Flight**. Participants continue to be responsible for dispatching ground EMS, taking calls, and other duties for both City and Suburban County at the communications center. City shall use its best efforts to provide at least the minimum time period necessary to meet applicable Federal Aviation Administration regulatory requirements during which Participants will be available for training. Participants continue to be managed and scheduled by City supervisors and managers. Participants will be positioned to assume aeromedical communications duties as assigned when the need occurs to the extent that the Participant is not currently engaged in a 9-1-1 call when the need occurs. Requests by County for Participants to attend meetings or participate in training shall be submitted in writing (electronic mail acceptable) by the County Executive, Emergency Services to the EMS Chief.

**18. EMS Advisory Board.**

City and County shall maintain an EMS Advisory Board with membership that includes representation selected by the City and County. The membership shall be selected in accordance with a process approved by the City Council and the Commissioners Court. City and County adopt the EMS Advisory Board General Provisions as stated in Attachment F.

The City Council and Commissioners Court may agree to dissolve the advisory board for any reason, including but not limited, to the board's failure to meet. The EMS Advisory Board shall review the performance of the EMS System from the perspective of each of the types of organizations and entities and interests of which it consists. The EMS Advisory Board shall be asked to consider and make recommendations about the EMS System to the City Council and Commissioners Court.

**19. Travis County First Responder Organizations.**

City shall coordinate and respond with all licensed Travis County First Responder organizations. City shall provide medical direction, coordination of responses, assistance with responder credentialing, access to continuing education and other training, and replacement of supplies used on emergency medical responses in accordance with written affiliation agreements and any other applicable agreements between the First Responder Organizations and City.

City shall coordinate joint responses with Emergency Service Districts in Suburban County and other public safety organizations to establish on-scene incident management, in accordance with the National Incident Management System (NIMS) as mandated by Homeland Security Presidential Directive 5, dated February 28, 2003.

**20. Utilization of ALS Alternate Response Vehicles.**

City may utilize alternate Advanced Life Support (ALS) response vehicles in areas of Suburban County in the same way that it does within City boundaries to yield the greatest benefit to patients. These may include any response vehicle that is staffed with Advanced Life Support capability but may not be capable of transporting the patient.

**21. EMS Medical Oversight.**

**a. EMS Medical Director.**

City shall provide the services of an EMS Medical Director who must perform all medical director functions and oversight responsibilities required by law for emergency medical services, including the following:

- i. Medical oversight for all out-of-hospital emergency medical care, in compliance with the rules and regulations of the TDSHS and the Texas Medical Board.
- ii. Medical oversight for the Travis County First Responders providing emergency medical services.
- iii. Appropriate presentations and analyses to the EMS Advisory Board, the Commissioners Court and City and County staff when requested.
- iv. Development and enforcement of criteria for EMS System credentials approved by the Medical Director.
- v. Establishment and direction of a performance improvement process for evaluating the patient care in the EMS System.
- vi. Provision of an annual report or presentation to Commissioners Court that describes:
  - o The clinical state of the EMS System,
  - o Recommendations for changes or improvements,
  - o The number of county providers credentialed at the BLS, ILS, and ALS level by covered agency;
  - o The number of newly credentialed county providers by level of credential and agency;
  - o The number of county providers, by agency, who successfully completed clinical competencies by the established deadline;
  - o The number and hours of online CE sessions offered to County providers and the percentage of providers from each agency completing the required CE by the established deadline;
  - o The number of education sessions conducted by Office of the Medical Director staff for county providers/agencies; and
  - o Summary of substantial changes to the clinical operating guidelines in the previous year.

**b. Office of the Medical Director.**

City shall provide the services of the Office of the Medical Director which must perform the functions and oversight responsibilities required by law for emergency medical services under the supervision of the EMS Medical Director, including the following:

**i. Continuing education and training:**

- o Provision of two (2) hours of required online continuing education for BLS/ILS providers every 4 months (trimester) that will be posted to the online delivery tool designated by the OMD;
- o Provision of at least one opportunity per year for initial training in competency evaluation for agency designated providers who meet criteria for OMD qualification as System Educators;
- o Offer of at least two (2) training opportunities per year for OMD qualified System Credentialing Preceptors as long as minimum enrollment requirements are met.

**ii. Performance improvement.**

- o Provision of two (2) hours of performance improvement officer meetings/education for agency designated OMD qualified Performance Management/Improvement officers at least every six (6) months;

- Provision of recommendations to the Travis County Commissioners or their designee on at least 3 clinical performance improvement measures applicable to covered county agencies with an additional 3 performance improvement measures provided upon successful implementation of the prior performance measures. This process will be repeated until there are no longer any clinically appropriate or feasible improvement measures. "Successful implementation" means all covered county agencies are producing a report that meets established reporting standards for 2 or more consecutive reporting periods.

**iii. Credentialing.**

- Provision of Clinical Operating Guideline testing every 2 years for all system providers with testing accompanying major revisions;
- Offer of a credentialing process for basic and intermediate providers at least four (4) times per year as long as minimum enrollment requirements are met and the credential is supported by the OMD and the agency;
- Publication of the procedure for the permanent revocation of provider credentials and publication of any changes to the process thirty (30) days prior to the change going into effect.

**iv. Clinical Operating Guidelines.**

- Conducting a review of the Clinical Operating Guidelines document at least once per year and updating system providers by medical directive of any relevant changes;
- Conducting a major review of the Clinical Operating Guidelines in every even year for implementation the following odd year.
- Forming a system protocol review committee to facilitate input on suggested changes with the committee comprised of providers involved in direct patient care from a representative sample of system agencies;
- Conducting a minimum of four (4) System Equipment Committee meetings per year to facilitate input on system equipment needs or changes.

**c. Medical Director Hiring and Evaluation.**

**i. EMS Medical Director Hiring.**

If it is necessary to hire an EMS Medical Director, the County Judge and the City Manager or their designees shall establish a search team to implement an appropriate search process and to submit recommendations to the City Manager. Under the City Charter the City Manager has the authority to hire and fire City personnel. The City Manager may hire or designate an Interim Medical Director while the search to hire a Medical Director is being completed.

**ii. EMS Medical Director Evaluation.**

City shall establish performance standards for the EMS Medical Director and evaluate the EMS Medical Director's performance annually. Before any formal evaluation of the EMS Medical Director, City shall request information and comments from the County EMS Manager about the performance to date in Suburban County, including but not limited to those duties listed in 20.a and performance standards related to this agreement in Suburban County.

**22. County Assets.**

**a. Vehicle Ownership and Replacement.**

County shall provide one ambulance for each Suburban County station listed in Attachment D plus one spare ambulance for every two stations. For every four Suburban County stations listed in Attachment D, County shall provide one operations commander vehicle plus one spare command vehicle for every eight stations. County owns the vehicles listed in Attachment E for use primarily in Suburban County as ambulances, or response support vehicles and these vehicles shall be the property of County and shall remain in the possession of the County at the end of this Agreement. If approved in the County budget process, County replaces these vehicles in accordance with the City's replacement schedule, based on the condition of the vehicle. Replacement of vehicles listed in Attachment E shall be reviewed annually and, if needed, considered for funding, through the annual contract negotiations between the parties and approved by Commissioners Court and City Council in their respective budgets. Replacements for response support vehicles listed in Attachment E may be purchased from County or City purchasing contracts as agreed upon by the EMS Chief and the County Executive, Emergency Services, and as allowed for in the County budget process.

City shall consult with the County Executive, Emergency Services before making changes in the design specifications or graphics to ambulances and operations supervisor vehicles purchased by the County.

**b. Suburban County EMS Stations.**

Either directly or indirectly through interlocal agreements with other participants in the EMS System, County provides one or more buildings at each location listed in Attachment D for use as EMS Stations in Suburban County. While City and County agree that the locations listed in Attachment D are suitable locations to position ambulances for geographic coverage during the initial term of this agreement, the parties acknowledge that changes in locations may be warranted in later terms. City will work collaboratively with County to arrive at the best locations for all Suburban County based ambulances before making changes. Under certain circumstances, when City and County are collaborating to make changes in station locations or other system design elements, City and County may consider modifying performance expectations as needed.

**c. Suburban County Station Specifications.**

County, in consultation with City, establishes County specifications for Suburban County EMS Stations that, at a minimum, ensure that each ambulance is housed in a portion of an EMS Station that:

- i. is secure
- ii. provides a covered vehicle bay that is preferably enclosed
- iii. has 24-hour access to electricity sufficient to power the equipment located in the ambulance
- iv. has living quarters for at least 2 EMS staff members, and preferably 3.

**d. Inventory of County Property in City's Possession.**

City shall perform an annual inventory of all vehicles owned by the County that are used by the Austin-Travis County EMS System. City shall submit an inventory report to the County by July 1 of each year. The inventory report shall include an explanation of all County owned vehicles purchased or inventoried in the inventory

report submitted by the City the previous year and not appearing in the current inventory.

**e. Maintenance, Furnishings and Utilities for EMS Stations.**

After an EMS Station is opened in Suburban County, the owner of the facility used as an EMS Station is responsible for providing station facilities, facility maintenance, utilities, and furnishings to the minimum standards agreed upon by the EMS Chief and the County Executive, Emergency Services, and which are consistent with City standards. City is not responsible for the maintenance, furnishings or utilities of any EMS Station in Suburban County or its equipment unless City is the owner of the facility. If the owner of a facility used as an EMS Station fails to maintain the building and equipment required to comply with the specifications in this agreement and the failure results in conditions that make compliance with the service requirements under this agreement impossible or impracticable, City shall notify County in writing and County shall promptly take action to resolve the matter, either directly or through its agreement with the owner of the EMS Station. To the extent that services to be provided by City are dependent upon the use of the EMS Station, City shall not be considered to be in breach of this agreement for failure to meet such service or performance levels until the EMS Station is restored to a condition that is consistent with City standards for EMS Stations. City also reserves the right to temporarily relocate a Travis County EMS Vehicle to more suitable quarters, provided that such quarters are, in the opinion of the City, available for expanded use at no additional cost to City, until the identified deficiencies are corrected.

**f. Budget and New Station Planning for Subsequent Fiscal Year.**

By April 1 of each year, each party shall provide the other party with the most current available estimates of all projected major costs that would relate to this agreement if it is anticipated that it will continue in the following Fiscal Year. Budget updates shall include all plans by either party for the opening of any new stations within the EMS System. Plans for new stations should include input from the other party, before proposed budgets for new stations are submitted.

**23. Liability for Harm.**

**a. County Assumption of Risk Related to Third Party Claims.**

City shall not be liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees.

**b. City Assumption of Risk Related to Third Party Claims.**

County shall not be liable to City for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees.

**c. Joint Liability.**

For any claims, damages and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations as described in this Agreement, if both parties are liable, City and County shall be liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any

settlement.

**d. Ground Vehicles.**

The parties acknowledge that they do not have and are not required to provide business automobile or fleet insurance coverage on their ground emergency vehicles. Both City and County intend to remain self-insured for losses and damages to their ground EMS vehicles, provided, however, that City shall pay for repairs to or replacement of County-owned vehicles in the care, custody and control of City to the extent that the vehicle is damaged and the damage was caused by intentional acts, negligence or wrongful acts or omissions of a City employee.

**e. Apportionments of Responsibility for *STAR Flight*.**

To the extent that City would be liable under the Tort Claims Act, City shall be responsible for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees in dispatching *STAR Flight*, determined by the court adjudicating the matter or as agreed to in any settlement.

**f. Casualty Insurance Proceeds.**

Any property or casualty insurance proceeds paid to City or County that relate to damages to property or equipment used by Austin-Travis County EMS shall be used by City or County to repair the damages and replace the property or equipment used by Austin-Travis County EMS to the condition before the fire or casualty occurred without regard to fault unless both City and County agree that these proceeds should be used for another purpose related to the Austin- Travis County EMS System.

**g. Workers Compensation.**

If any City officer or employee suffers any injury while on duty that is compensable under the Workers Compensation laws, City shall be responsible for the loss under its workers compensation self-insurance fund. If any County officer or employee suffers any injury while on duty that is compensable under the Workers compensation laws, County shall be responsible for the loss under its workers compensation self-insurance fund.

**24. Terms & Conditions.**

**a. Federal and State Laws, Rules and Ordinances.**

Parties shall comply with all applicable federal and state constitutions, statutes, rules and regulations in the performance of this agreement.

**b. Applicable Law and Venue.**

This agreement is governed by and interpreted in accordance with the laws of the United States of America and of Texas. All obligations under this agreement are performable in Travis County, Texas.

**c. Severability.**

If any provision of this agreement is held to be unenforceable, illegal or invalid by a court of competent jurisdiction, the remainder shall continue to have full force and effect and shall in no way be impaired or invalidated by that holding.

**d. Holdover Term.**

If the amendment will not be approved by October 1, City and County may agree in writing to temporarily continue this agreement as if on the same terms and conditions for up to one hundred and twenty-three (123) days to provide City and County additional time to complete negotiations and execution of a renewal amendment or at the end of all options to complete negotiations and execution of a new agreement. ("Holdover")

Commissioners Court expressly authorizes County Executive, Emergency Services to exercise this option to Holdover this agreement on behalf of County without further approval by Commissioners Court. City Council expressly authorizes EMS Chief to exercise this option to Holdover this agreement on behalf of City without further approval by City Council.

If the parties elect to Holdover, the County Executive, Emergency Services and the EMS Chief shall document the Holdover in a written amendment that is subject to revision in the renewal amendment or new agreement. During the Holdover Term, this agreement remains in effect and each party shall continue to satisfy all of its obligations until the earlier of:

- i. a renewal amendment or a new agreement is approved by the City Council and the Commissioners Court or
- ii. the one hundred and twenty-three (123) days expires or
- iii. a written notice of termination is provided by either party.

**e. Immunity Not Waived.**

The parties, individually and jointly, expressly agree that they do not intend that any provision of this agreement in any way constitute a waiver by that party of any immunities from suit or from liability that that party may have by operation of law.

**f. Non-Waiver.**

Any omission to enforce any provision of this agreement by either party and any payment made in compliance with this agreement shall not be interpreted as a modification of this agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this agreement shall not be construed as a waiver of the right or privilege. Exercise of any right or remedy shall not impair, prejudice, or preclude the exercise of any other right or remedy under this agreement.

**25. Breach of Agreement, Dispute Resolution, and Terminations.**

**a. Notice to Cure.**

Except as otherwise provided in this agreement regarding breaches involving non-payment, there shall be no remedy for breach of this agreement before notice in compliance with section 26.a. and opportunity to cure as specified in section 25. d.

**b. Failure to Pay.**

If, after receipt of a billing statement that complies with the requirements of this agreement, County fails to pay monetary sums due to City in accordance with the time periods in this agreement, City may withhold payment due to County under this agreement of funds in its possession related to this agreement by way of set off,

pending final resolution of the dispute. If City fails to pay monetary sums due to County in accordance with the time periods in this agreement, County may withhold payment due to City under this agreement of funds in its possession related to this agreement by way of set off, pending final resolution of the dispute. Exercise of this right shall not constitute a waiver of either party's rights to proceed under any other provision of this agreement, and either party may pursue any other rights granted pursuant to this agreement at the same time as and during any period of mediation.

**c. Mediation.**

If a difference arises about performance under this agreement, the objecting party shall notify the other party of the difference in compliance with section 26.a., and City and County staff shall meet and attempt to resolve the differences to the satisfaction of both parties within sixty (60) days after the date of the notice, provided however, that this section 25.c. shall not apply if the County fails to pay City fees due under this agreement when these fees are due or the City fails to pay collected patient fees due under this agreement when these fees are due. If staff members are unable to resolve the dispute within sixty (60) days, either party may request mediation. If mediation is acceptable to the parties, each party shall choose a mediator within ten (10) business days of the date they agreed to mediate. If the City and County choose different mediators, then the two chosen by the City and the County shall together choose a third person who shall be the sole mediator. Representatives of each party shall meet with the mediator in Austin at mutually agreed upon times. The locations shall be chosen by the mediator. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results 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 the TEX. CIV. PRAC. & REM. CODE ANN., § 154.073, UNLESS BOTH PARTIES AGREE, IN WRITING, TO WAIVE CONFIDENTIALITY. Exercise of this right shall not constitute a waiver of either party's rights to proceed under any other provision of this agreement, and either party may pursue any other rights granted pursuant to this agreement at the same time as and during any period of mediation.

**d. Termination for Breach.**

Before exercising any rights under this section 25.d., the non-breaching party must comply with the mediation requirements in section 25.c., provided that these mediation requirements shall not apply to the failure of either party to pay the other party funds as required under this agreement. Either party may terminate this Agreement upon ninety (90) days written notice if the other party has breached any of the terms or provisions set forth in this agreement. The non-breaching party shall provide written notice in compliance with section 26.a. to the other party describing the breach and the effective date of termination. Upon receipt of this notice, the party in breach shall have ninety (90) days to cure the breach. Failure to correct such breach or give an explanation that is satisfactory to the terminating party within that ninety (90) day period shall result in an automatic termination of this Agreement at the end of the ninety (90) days unless the non-breaching party, in its sole discretion, offers an extension of the time to cure.

**e. Termination without Cause.**

Either party may terminate this Agreement at any time, with or without cause, by providing the other party with one hundred and eighty (180) days written notice. Written notice may be sent by any method, which provides verification of receipt, and

the 180 days will be calculated from the date of receipt of the notice in compliance with section 26.a.

**26. Notices.**

**a. Procedure for Notice.**

All notices required under this Agreement shall be in writing. The notice is effective immediately if delivered in person to the person at the address set forth below. The notice shall be deemed to have been given to the party on the third day following mailing if placed in the United State Mail, postage prepaid, by registered or by certified mail, with return receipt requested. Each party may change its address for notice by giving notice of the change in compliance with the requirements of this section 26.a., and delivering the notice to the County Clerk for attachment to this Agreement no later than ten (10) days after the effective date of the notice.

**b. Address of County.**

The address of County for all purposes under this Agreement shall be:

If by Mail

Cyd Grimes (or her successor)  
Purchasing Agent, Travis County  
P.O. Box 1748  
Austin, Texas 78767

If by Personal Delivery

Cyd Grimes (or her successor)  
Purchasing Agent, Travis County  
314 West 11th Street, Suite 401  
Austin, Texas 78701

And to:

Danny Hobby (or his successor)  
County Executive,  
Emergency Services  
Travis County  
P.O. Box 1748  
Austin, Texas 78767

Danny Hobby (or his successor)  
County Executive,  
Emergency Services  
Travis County  
5501 Airport Blvd, Suite 203  
Austin, Texas 78751

**c. Address of City.**

The address of the City for all purposes under this Agreement shall be:

If by Mail

Marc Ott  
City Manager  
(or his successor)  
City of Austin  
P.O. Box 1088  
Austin, Texas 78767

If by Personal Delivery

Marc Ott  
City Manager  
(or his successor)  
City of Austin  
301 West 2nd Street  
Austin, Texas 78701

With copies to (registered or certified mail is not required):

If By Mail:

Ernesto Rodriguez, EMS Chief  
City of Austin EMS Department  
P.O. Box 1088  
Austin, Texas 78767

And to:

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

If by Personal Delivery:

Ernesto Rodriguez, EMS Chief  
City of Austin EMS Department  
RBJ Building,  
15 Waller Street, 2nd Floor  
Austin, Texas 78702

Karen M Kennard, City Attorney  
(or her successor)  
City of Austin Law Department  
301 West 2nd Street  
Austin, Texas 78701

**d. Change of Address.**

The parties may change their address for notice by sending notice of the change in compliance with section 26.a.

**27. Miscellaneous Clauses.**

**a. Non-Discrimination.**

City and County shall provide all services and activities required by this agreement in compliance with Title VII, the Americans with Disabilities Act, the Age Discrimination and Employment Act, the Texas Commission on Human Rights Act, and all other local, state and federal laws prohibiting unlawful discrimination in relation to any employee, applicant for employment, or resident of the City or of the County.

**b. Independent Contractors, No Agency.**

The parties to this agreement are independent contractors. An officer or employee of one party shall not be construed to be the agent or the employee of the other party. Neither party may represent the other for any purpose not expressly authorized in this agreement without the prior consent of the other party. No agent, official, employee or representative of either party has the authority to amend or assign this agreement, or waive any violations of this agreement unless expressly granted specific authority to do so by the City Council or the Commissioners Court, as applicable.

**c. Force Majeure.**

Neither party is liable nor is it deemed to be in default for any delay or failure to perform its obligations under this agreement to the extent, and for the period of time, that this failure is caused by an event or condition reasonably beyond the control of that party including acts of God, civil or military authority, acts of public enemies, acts of terrorism, fires, floods, strikes or regulatory delay or restraint. The party invoking this provision shall give notice to the other party and shall use due diligence to remedy the event or condition of Force Majeure as soon as is reasonably possible. Each party acknowledges that it is bound to perform its obligation under this agreement to the fullest extent possible taking into consideration the limitations caused by the event or condition of Force Majeure.

**d. Assignment.**

Neither party may assign any of its rights or responsibilities under this agreement

without the prior written consent of the other. It is acknowledged by each party that no officer, agent, employee or representative of the other party has any authority to grant such assignment unless expressly granted that specific authority by the party's governing body.

**e. Number and Gender.**

Words of any gender shall include any other gender and words in either number shall include the other, unless the context clearly indicates otherwise.

**f. Headings.**

Headings may not be considered in contract interpretation.

**g. Non-Party Beneficiaries.**

No provision in this agreement creates any rights in any person or entity that is not a party to this agreement, and the rights to performance in this agreement are only enforceable by the County and the City.

**h. Survival of Terms.**

If this agreement is terminated, County's obligations under Attachment C and subsection 7.d. for the final term shall survive the termination until the City has been satisfied in full for the period before the date of termination. If this agreement is terminated, City's obligations under sections 12 and 13. for the final term shall survive the termination until the County has been satisfied in full. In addition, if this agreement is terminated each party's obligations under the following subsections shall survive the termination until the other party has been satisfied in full: 7.b., 7.c., 7.d., 10, 11., 12.a., 12.b., 12.c., 13, 14., 22.a., all of 23., 24.b., 24.c., 24.e., 24.f., 25.b., 26.a., 26.b., 26.c., 27.a., 27.b., 27.g., 27.h., all of 28., and 29. The EMS Chief and the County Executive, Emergency Services shall meet within 30 days of termination to determine the manner and time by which billing and collection information for outstanding accounts for Services provided in Suburban County will be transferred to the County. If the parties wish to enter into an arrangement under which the City continues to provide billing and collection services for the County following termination, the terms and conditions of such arrangement shall be set forth in a separate agreement approved by Commissioners Court and City Council.

**28. Definitions.**

**a. City.**

"City" means City of Austin.

**b. Commissioners Court.**

"Commissioners Court" means the Travis County Commissioners Court.

**c. County.**

"County" means Travis County, a political subdivision of Texas.

**d. County Executive, Emergency Services.**

"County Executive, Emergency Services" means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement.

- e. **EMS Chief.**  
“EMS Chief” means the City of Austin Director of Emergency Medical Services or his designee.
- f. **EMS Department.**  
“EMS Department” means the City of Austin EMS Department.
- g. **EMS Medical Director.**  
“EMS Medical Director” means a physician employed by the City who meets the criteria established by the State of Texas.
- h. **EMS Station.**  
“EMS Station” means a furnished and equipped EMS building inside or outside the City of Austin, at which one appropriately equipped ambulance will be placed into service.
- i. **EMS System (or “Austin-Travis County EMS System”).**  
“EMS System” is the term used by the parties to refer to all the personnel, facilities, fleet and equipment used by any entity under the Medical Director’s license to provide EMS and emergency medical first response within Travis County.
- j. **Fiscal Year.**  
“Fiscal Year” means the twelve month period that begins October 1 and ends on the following September 30.
- k. **Holdover Difference.**  
“Holdover Difference” means the difference between the total of the amount County has paid City for the Services provided during the Holdover Term and the product of the monthly installment of the Total Agreement Fee in the renewal agreement or amendment multiplied by the number of months in the Holdover Term.
- l. **Holdover Term.**  
“Holdover Term” means an extension of the agreement from October 1 until a renewal amendment or agreement is approved by the County and City that was created in compliance with section 23. d. during which the monthly installment remains the same as the monthly installment of the Total Agreement Fee in the agreement term being extended by the holdover agreement.
- m. **Performance Improvement Report.**  
“Performance Improvement Report” means a document that defines the strategies that will be used by the department to assess, test, and improve processes.

**n. Services.**

“Services” means pre-hospital emergency medical services and emergency ambulance service that is provided with the delivery of clinical excellence, performance reliability, economic efficiency, and customer satisfaction to County seven days a week, twenty-four hours a day, and every day of each year as stated in Attachment A.

**o. STAR Flight.**

“**STAR Flight**” means the program that provides emergency medical air ambulance services by Travis County which includes helicopters, aviation equipment, management and operations personnel, and for which the City of Austin provides support services as described in this Agreement.

**p. Suburban County.**

“Suburban County” means those areas of Travis County located outside the corporate limits of Austin, but excludes any incorporated area in Travis County that does not have a current, written interlocal agreement with County for EMS services.

**q. TDSHS**

“TDSHS” means Texas Department of State Health Services.

**r. Total Agreement Fee.**

“Total Agreement Fee” means the sum of Fee for Service, Administrative Fee, ACS Fee, Fuel Fee, and Maintenance Fee.

**s. Travis County First Responder.**

“Travis County First Responder” means any person who is a member of a Travis County first responder organization that provides emergency first response services in Suburban County, satisfies all applicable Texas Department of State Health Services requirements for first responders, and has system credentials at the appropriate level.

**29. Entire Agreement.**

This agreement replaces all prior contracts and all oral and written agreements between the parties regarding the subjects and terms of this agreement. Any agreement, covenant or understanding that is not included in this document, including its Attachments has been superseded by this agreement. The Attachments which are a part of this agreement and include promised performance under this agreement are limited to the following:

- i. Attachment A – Scope of Work
- ii. Attachment B – Performance Indicators
- iii. Attachment C – Fees Payable
- iv. Attachment D – Suburban County Stations
- v. Attachment E – Travis County EMS Vehicles
- vi. Attachment F – Travis County EMS Advisory Board General Provisions

- 30. **DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.
- 31. **EFFECTIVE DATE:** This Agreement is effective on October 1, 2013.

CITY OF AUSTIN

TRAVIS COUNTY

By: *Sue Edwards*  
Sue Edwards for Michael McDonald  
Deputy City Manager

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

Date *1/16/2014*

\_\_\_\_\_ Date

Copies to:

Ernesto Rodriguez, EMS Chief  
Austin – Travis County EMS  
15 Waller Street  
Austin, Texas 78702

Danny Hobby, County Executive  
Emergency Services  
Travis County Emergency Services  
5501 Airport Blvd. Ste. 203  
Austin, Texas 78751

## ATTACHMENT A

### SCOPE OF WORK

The EMS Department provides emergency medical response with highly trained and skilled personnel and maintains a state of readiness to ensure timely responses to calls for assistance. It provides the tools and equipment necessary for conducting medical assessments, treatment and transportation of ill or injured persons. Additionally, the EMS Department uses a unique approach to improve access to healthcare through its Community Health Paramedic Program and has instituted community education programs to promote safety and to promote healthy choices. The EMS Department also provides a variety of specialized services such as tactical medics, special operations medics, and special events medics (i.e. bicycle, motorcycle, SRV). These capabilities increase the impact that the EMS Department can have within its community in collaboration with other public safety agencies. More specifically, City through the EMS Department is responsible for the following processes and services:

**Emergency Dispatch** – Emergency dispatch includes answering 911 calls, applying the Medical Priority Dispatch Criteria, dispatching the nearest available and appropriate EMS resource, providing emergency and pre-arrival instructions to callers, notifying the nearest appropriate Travis County First Responder Organization, and monitoring incident radio traffic to provide support and track each response.

**STAR Flight Communications** – **STAR Flight** communications includes EMS Department Communications staff receiving requests, alerting crews, communicating with and tracking the air medical transport vehicle in accordance with Federal Aviation Administration Regulations applicable at the time of execution of this Agreement and with the Commissioners Court approved Dispatch Matrix.

**Emergency Response** – Emergency response includes responding to emergencies with the most appropriate EMS resources such as ambulances, squads, or other equipment and staffing to deliver emergency medical care to patients in a broad range of circumstances and locations 24-hours a day, every day each year.

**Patient Assessment and Care** – Patient Assessment and Care includes EMS Department medical personnel conducting medical assessments and providing medical care to patients requesting assistance according to the standards established by the Office of the Medical Director.

**Medical Transportation** – Medical Transportation includes the EMS Department providing patients continuous medical care while transporting them to the most appropriate location for their medical needs.

**Billing Services** – Billing Services includes the EMS Department's billing services workgroup coding and submitting medical reimbursement bills to Medicare, Medicaid, private insurance companies, and other payers in compliance with the established medical reimbursement processes established by the Centers for Medicare & Medicaid Services (CMS) and the health insurance industry to cover part of costs incurred by healthcare providers and maintaining patient medical records and patient accounts.

**Fleet Management** – Fleet Management includes the City of Austin fleet services program maintaining all vehicles in compliance with the manufacture’s recommendations and providing the upkeep of all EMS ground vehicles in compliance with City of Austin policies and procedures related to vehicle and equipment safety.

## **ATTACHMENT B**

### **PERFORMANCE INDICATORS**

The Joint Commission on Accreditation of Healthcare Organizations (JCAHO) has posted its position on performance measurement. This position states that "Performance measurement is used internally by health care organizations to support performance improvement and externally, to demonstrate accountability to the public and other interested stakeholders. Performance measurement benefits the health care organization by providing statistically valid, data-driven mechanisms that generate a continuous stream of performance information. This enables a health care organization to understand how well their organization is doing over time and have continuous access to objective data to support claims of quality. The organization can verify the effectiveness of corrective actions; identify areas of excellence within the organization; and compare their performance with that of peer organizations using the same measures. Similarly, performance data can be used by external stakeholders to make value-based decisions on where to seek quality health care." City through the EMS Department agrees with this direction and has established performance measures to constantly improve its performance.

Quality Improvement within the healthcare environment is an on-going process. The EMS Department has implemented the Institute of Healthcare Improvement (IHI) Model for Improvement. The EMS Department utilizes a performance improvement process to cause improvement that includes activities focused on identification of root cause, establishing action plans, and using the "Plan, Do, Study Act" improvement cycle to achieve rapid, incremental improvement. The EMS Department documents improvement projects using Performance Improvement Reports that are dynamic and specific to the subject matter.

City through the EMS Department shall perform the Scope of Work stated in Attachment A and execute performance to the standards in compliance with Attachment B. City through the Office of the Medical Director shall perform the scope of work and execute performance in compliance with the standards stated in section 21.

**Monthly Summary**

<b>Summary Item</b>	<b>Description</b>	<b>Monitoring Method</b>
Incidents in City and County	Count of incidents that occur in the City and County combined	Run Chart updated by 10th business day each month
Incidents stratified by city and county	Count of incidents that occur in City and the County shown separately	Run Chart updated by 10th business day each month
Responses in City and County	Count of responses that occur in the City and County combined	Run Chart updated by 10th business day each month
Responses stratified by City and County	Count of responses that occur in City and the County shown separately	Run Chart updated by 10th business day each month
Responses by City units into County	The percentage of responses made by ambulances assigned to City EMS stations into the County region	Run Chart updated by 10th business day each month
Responses by County units into City	The percentage of responses made by ambulances assigned to County EMS stations into the City region	Run Chart updated by 10th business day each month

**Key Result Area(s): Emergency Dispatch; *STAR Flight* Dispatch**

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
Grade of Service	Answer 911 calls within 10 seconds of first ring	≤ 10 seconds, 95% reliability	Reliability may not fall below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10th business day each month	Improvement Report
Call Processing Time	Gather necessary information and dispatch ambulances quickly	≤ Average of 75 Seconds each month	Average Call Processing Time may not fall below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month	Improvement Report
MPD Protocol Compliance	Comply with Medical Priority Dispatch Protocol	≥ 90% compliance based on accreditation standards.	Compliance may not fall below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month	Improvement Report
<b><i>STAR Flight</i></b> Card Compliance	Comply with <b><i>STAR Flight</i></b> Dispatch Protocol Cards	≥ 90% compliance	Compliance may not fall below standard for more than two (2) consecutive months or any three (3) months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month	Improvement Report

**Key Result Area: Emergency Response**

Response Time Goals for Travis County:	Response Time Goals for City of Austin:
P1 – 11:59 P2 – 13:59 P3 – 15:59 P4 – 17:59 P5 – 19:59	P1 – 09:59 P2 – 11:59 P3 – 13:59 P4 – 15:59 P5 – 17:59

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
Overall On-Time Rate – City/County	Arrive quickly to EMS calls with ambulances, supervisors, or other ATCEMS resources.	≥ 90% to all priorities of EMS calls combined using the Travis County and City of Austin response time goals respectively.	Reliability may not fall below 87% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report
Overall On-Time Rate – County Only	Arrive quickly to EMS calls with ambulances, supervisors, or other ATCEMS resources.	≥ 90% to all priorities of EMS calls combined using the Travis County response time goals.	Reliability may not fall below 87% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report
Overall On-Time Rate – City Only	Arrive quickly to EMS calls with ambulances, supervisors, or other ATCEMS resources.	≥ 90% to all priorities of EMS calls combined using the City of Austin response time goals.	Reliability may not fall below 87% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report

**Key Result Area: Patient Assessment and Care**

<b>Indicator</b>	<b>Desired Outcome</b>	<b>Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>	<b>Improvement Actions</b>
Aspirin Administration in STEMI	All patients exhibiting signs of a STEMI (Heart Attack) receive Aspirin before arrival at the hospital.	100% of patients with no contraindications	Performance may not fall below 87% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day at the beginning of each quarter.	Improvement Report
Blood Glucose Test in Stroke	All patients exhibiting signs of a Cerebrovascular Accident (Stroke) receive a blood glucose test before arrival at the hospital.	100% of patients with no contraindications	Performance may not fall below 87% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day at the beginning of each quarter.	Improvement Report
Cardiac Arrest Arrival at Facility with a Pulse	As many patients as possible who are treated for cardiac arrest by EMS arrive at the hospital with a pulse.	≥ 30% of patients with attempted resuscitation by ATCEMS.	Performance may not fall more than 10% in a six month period.	Run Chart updated by 10 <sup>th</sup> business day at the beginning of each quarter.	Improvement Report

**Key Result Area: Medical Transportation**

<b>Indicator</b>	<b>Desired Outcome</b>	<b>Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>	<b>Improvement Actions</b>
STEMI Alert Transport	All patients who need and accept medical care related to a STEMI Alert are transported to an appropriate STEMI specialty care facility.	≥ 90% Patients with EMS identified STEMI Alert will be transported to appropriate specialty care facility or have documented reason for exception.	Performance may not fall more than 3% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report
Stroke Alert Transport	All patients who need and accept medical care related to a Stroke Alert are transported to an appropriate stroke specialty care facility.	≥ 90% Patients with EMS identified Stroke Alert will be transported to appropriate specialty care facility or have documented reason for exception.	Performance may not fall more than 3% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report
Trauma Alert Transport	All patients who need and accept medical care related to a Trauma Alert are transported to an appropriate trauma specialty care facility.	≥ 90% Patients with EMS identified Trauma Alert will be transported to appropriate specialty care facility or have documented reason for exception.	Performance may not fall more than 3% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report

**Key Result Area: Financial and Billing Services**

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
Revenue Collected in Travis County outside the City of Austin.	Collect as much revenue as possible to reimburse the county for some the cost of subsidizing the EMS system.	100% of projected revenue	Revenue collections may not fall more than 10% below monthly projections for more than two months in a row or three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report
Bill Processing Time	Send bills to customers as quickly as possible.	≤ Average of 10 days to process bills and send a billing statement	The Bill Processing Time may not fall below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month	Improvement Report

**Key Result Area: Fleet Management**

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
On-time maintenance performed	Vehicles receive required maintenance on time.	≥ 95% of the time, vehicles receive required maintenance on or before the date on which they are scheduled	Reliability may not fall more than 3% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report

**Key Result Area: Customer Service**

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
Customer Satisfaction Score	Create satisfied customers	≥ 95% of patients are satisfied or very satisfied with our customer service	Customer satisfaction may not fall greater than 3% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report

## ATTACHMENT C

### FEES PAYABLE

The fees identified below represent the total costs for the Services under this agreement.

#### FEES

The Total Agreement Fee stated below includes all labor, direct costs, indirect costs, administrative costs, maintenance costs, fuel costs, and equipment required to successfully complete the Services during this period.

<b>\$13,049,265</b>	<b>Fee for Services</b>
<b>\$19,800</b>	<b>ACS Fee</b>
<b>\$452,940</b>	<b>Maintenance Fee</b>
<b>\$279,034</b>	<b>Fuel Fee</b>
<b>\$897,068</b>	<b>Administrative Fee (6.5%)</b>
<b>\$14,698,106</b>	<b>Total Agreement Fee</b>

The Total Agreement Fee is payable in twelve equal monthly installments over the initial term of the agreement. The monthly installment for the Total Agreement Fee is one million, two hundred twenty four thousand, eight hundred forty two dollars (\$1,224,842).

City and County acknowledge that the execution of this agreement is occurring after the effective date of the initial term of the agreement and County has made payments totaling three million six hundred fifty-nine thousand six hundred two and 50/100 dollars (\$3,659,602.50) for Services received from October 1, 2013 through December 31, 2013 inclusive.

To address the difference between the total monthly installments for the Total Agreement Fee of four million eight hundred ninety-nine thousand three hundred sixty-eight dollars (\$4,899,368.66) and the payments made to the City by County related to the previous Holdover Term from October 1, 2013 through January 31, 2014 inclusive, County shall pay City the Holdover Difference of one million two hundred thirty-nine thousand seven hundred sixty-five and 50/100 dollars (\$1,239,765.50) within thirty (30) days after execution of this agreement by both parties.

City and County acknowledge that City is not required to and shall not send any billing statements for the monthly installments for the Total Agreement Fee for October 1, 2013 through January 31, 2014 inclusive because the monthly installments for these months were paid during the previous Holdover Term and will be paid by the Holdover Difference payment.

**LINE ITEMS EXCLUDED FROM FEE FOR SERVICE**

The following line items from the FY 2014 Approved EMS General Fund Budget are excluded from the Fee for Service and the County pays none (0%) of the following line items:

- Line Item Number 5520 – architectural services
- Line Item Number 5620 – legal services
- Line Item Number 6126 – rental-other equipment
- Line Item Number 6160 – electric service
- Line Item Number 6162 – gas/heat
- Line Item Number 6165 – water service
- Line Item Number 6170 – wastewater service
- Line Item Number 6174 – drainage fee
- Line Item Number 6175 – garbage collection
- Line Item Number 6185 – EMS interlocal services
- Line Item Number 6361 – awards
- Line Item Number 6383 – building maintenance
- Line Item Number 6404 – telephone base
- Line Item Number 7482 – food/ice

**ATTACHMENT D**  
**SUBURBAN COUNTY STATIONS**

<b>SUBURBAN COUTY STATION</b>	<b>STATION ADDRESS</b>	<b>RESPONSIBLE PARTY</b>	<b>COVERAGE</b>
<b>EMS 9 (Lakeway)</b>	100 Medical Parkway, Lakeway	Travis County	24/7
<b>EMS 20 (Pflugerville)</b>	911 W Pflugerville Loop, Pflugerville	Travis County	24/7
<b>EMS 21 (Westlake)</b>	1295 S Capital of Texas Hwy, Austin	Travis County	24/7
<b>EMS 22 (Lago Vista)</b>	3605 Allegiance Ave, Lago Vista	Travis County	24/7
<b>EMS 23 (Manor)</b>	405 West Parsons St, Manor	Travis County	24/7
<b>EMS 24 (South-East TC)</b>	5412 Hwy. 183 South, Austin	Travis County	24/7
<b>EMS 25 (Jonestown)</b>	18310 Park Drive, Jonestown	Travis County	24/7
<b>EMS Med-Rescue 26 (Perdernalles)</b>	22404 State Hwy 71 West, Spicewood	Travis County	24/7
<b>EMS 32 (South-West TC)</b>	3621 S RM 620, Austin	Travis County	24/7
<b>EMS 36 (North-East TC)</b>	2301 Kelly Lane, Pflugerville	Travis County	24/7
<b>EMS 37 (East TC)</b>	14312 Hunters Bend Road, Austin	Travis County	24/7

## ATTACHMENT E

## TRAVIS COUNTY EMS VEHICLES

County Vehicles in Possession by City as of 12/31/13					
ATCEMS VEHICLE ID	TX LICENSE	CHASIS YEAR	MAKE	VEHICLE TYPE	PRIMARY ASSIGNMENT
08E913TC	1081871	2008	Dodge	Ambulance	Ambulance
10E911TC	1081791	2010	Ford	Ambulance	Ambulance
10E912TC	1081790	2010	Ford	Ambulance	Ambulance
11E121TC	1114541	2011	Ford	Ambulance	Ambulance
11E122TC	1114540	2011	Ford	Ambulance	Ambulance
11E123TC	1114539	2011	Ford	Ambulance	Ambulance
12E132TC	1131283	2012	Ford	Ambulance	Ambulance
12E133TC	1131282	2012	Ford	Ambulance	Ambulance
12E139TC	1141300	2012	Ford	Ambulance	Ambulance
12E140TC	1141301	2012	Ford	Ambulance	Ambulance
07E705TC	1000367	2007	International	Ambulance	Ambulance
07E706TC	1000366	2007	International	Ambulance	Ambulance
07E707TC	1000368	2007	International	Ambulance	Ambulance
08E810TC	1027020	2008	International	Ambulance	Ambulance
09E819TC	1046117	2009	International	Ambulance	Ambulance
09E820TC	1057678	2009	International	Ambulance	Ambulance
08E838TC	1046087	2008	Ford	Expedition	OMD
08E832TC	1046288	2008	Ford	F350	Command
08E831TC	1026774	2008	Ford	F350	Command
11A032TC	1116450	2011	Chevy	Tahoe	OMD
14E116TC	Pending	2013	Ford	F350	Command
14E117TC	Pending	2013	Ford	F350	Command
13E148TC	1164580	2013	Dodge	Ambulance	Ambulance
13E149TC	1164579	2013	Dodge	Ambulance	Ambulance

City and County acknowledge that County agrees to purchase and own two new ambulances during this agreement term. One ambulance is a replacement ambulance. When the one replacement ambulance is ready to be deployed for EMS System use, EMS Chief and County Executive, Emergency Services will jointly determine which county-owned ambulance will be retired from EMS System use and returned to County.

Pursuant to section 23.d., City and County acknowledge that County ambulance 11E122TC was damaged on November 20, 2013 and City, at its expense, is replacing the chassis that was damaged beyond repair with a new chassis onto which City will remount the existing patient module.

## ATTACHMENT F

### AUSTIN-TRAVIS COUNTY EMS ADVISORY BOARD GENERAL PROVISIONS

#### 1 DEFINITIONS.

- 1.1 **BOARD** means the Austin-Travis County EMS Advisory Board as described in the Interlocal Agreement between the City of Austin and Travis County.
- 1.2 **BOARD MEMBER** includes an alternate member.
- 1.3 **COMMITTEE** means a body of board members established by an affirmative vote of the board, consisting of at least three board members, to which the board has delegated a defined matter, or matters.
- 1.4 **WORKING GROUP** means a body of persons which may include board members and non-board members established by an affirmative vote of the board, consisting of less than a quorum of the board, to which the board delegates a defined matter, or matters, for consideration and recommendation to the board. A working group is automatically dissolved after it reports its recommendations to the board.

#### 2 BOARD COMPLIANCE WITH OPEN GOVERNMENT.

- 2.1 The board and its committees shall comply with chapter 551 (*Open Meetings Act*). This subsection does not apply to working groups.

#### 3 QUORUM AND ACTION.

- 3.1 A majority of the total number of authorized board members constitutes a quorum for the conduct of business. The board is comprised of nine members, of which five board members constitute a quorum.
- 3.2 A board action must be adopted by an affirmative vote of the number of members necessary to provide a quorum. For a nine member board, a board action must be adopted by an affirmative vote of five board members.
- 3.3 The number of members necessary to provide a quorum must be physically present at a meeting to conduct business.

**4 STAFF SUPPORT.**

- 4.1 The Austin – Travis County EMS Department provides staff support for the board and each committee of this board and each joint committee, including an executive to serve as executive board liaison and a staff member to serve as board liaison between the department and the board.

**5 MEMBER ELIGIBILITY REQUIREMENTS AND REMOVAL.**

- 5.1 A board member is appointed by and serves at the pleasure of the governing body that appoints that board member.
- 5.2 The board is comprised of a membership that represents the interests listed below. The following table represents each member representation and appointment body.

<b>Representation</b>	<b>Appointment Body</b>
Emergency Services District Boards of Commissioners	Travis County Commissioners Court
Neighborhood Groups	Austin City Council
Consumer informed about issues relating to Emergency Medical Services	Travis County Commissioners Court
St. David's Hospital representative	Austin City Council
Corporate response group representative	Austin City Council
Travis County representative	Travis County Commissioners Court
Seton Hospital representative, Physician	Austin City Council
Informed Consumer	Austin City Council
Local Physician knowledgeable about Emergency Medical and Trauma Services	Travis County Commissioners Court

- 5.3 A person who is registered or is required to register as a lobbyist under the Austin City Code Chapter 4-8 (*Regulation of Lobbyists*) or who is employed by a person registered or required to register under that chapter is not eligible to serve on a board until the expiration of three years after the date that the person ceases to be registered, required to be registered, or employed by a person registered or required to register.

- 5.4 A person must file a written application that is presented to the governing body that appoints that board position to be eligible for appointment to the board.
- 5.5 After a person is appointed to the board, the person is not eligible to begin service until the person has signed a written acknowledgment stating that the person:
  - 5.5.1 has taken the oath associated with the position; and
  - 5.5.2 has received a copy of and agreed to comply with the City of Austin's ethics and personal responsibility guidelines.
- 5.6 To maintain eligibility, a board member must:
  - 5.6.1 complete the board training required by Section 7 (*Training*);
  - 5.6.2 comply with the attendance requirements of Section 9 (*Attendance Requirements And Automatic Vacation*).
- 5.7 A person may not serve on more than one City-established board simultaneously, except as a representative of another board or as required by federal or state law or City ordinance or resolution.
- 5.8 A board member who becomes ineligible to serve under federal or state regulation may not continue to serve even though a successor has not been appointed.
- 5.9 A board member may be removed at any time by an affirmative vote of the majority of the governing body that appointed that board member.
- 5.10 Unless otherwise provided by these general provisions, a City or County employee may not serve as a member of board if:
  - 5.10.1 the employee is classified at the executive level;
  - 5.10.2 the employee is required to file an annual financial statement;
  - 5.10.3 the City employee works for the Law Department, the Financial Services Department, the Purchasing Department, the Austin – Travis County EMS Department or the Project Management Division of the Public Works Department of the City of Austin or the County employee works for the County Attorney, Planning and Budget Office, or the Purchasing Office of Travis County; or

5.10.4 the subject matter within the scope of the City or County department in which the City or County employee is employed makes it likely that the board will consider subject matter related to the City or County department.

## **6 MEMBERSHIP TERM AND LIMITATION.**

- 6.1 A board member is appointed for a term of up to three years beginning August 1st. The tenure of a board member appointed by a City Council member runs concurrently with the tenure of the City Council member who appoints the member.
- 6.2 Except as provided in Subsection 6.3, a board member may serve not longer than nine consecutive years on the board.
- 6.3 A board member who has served nine years on the board is not eligible for reappointment until the expiration of two years after the last date of the member's service on the board.

## **7 TRAINING.**

- 7.1 A board member who does not comply with the training requirements automatically vacates his position, subject to the hold over provision in Section 10 (*Vacancy and Hold Over Capacity*).
- 7.2 Each board member must complete a board course developed by staff not later than the 90th day after the date of the member's appointment or reappointment. The training shall include:
  - 7.2.1 a review of a board member's personal and ethical responsibilities;
  - 7.2.2 the role of council and staff and the council-manager form of government;
  - 7.2.3 the role of advisory boards in making recommendations and advising City Council and Travis County Commissioners Court;
  - 7.2.4 board procedures, including attendance and quorum;
  - 7.2.5 Government Code Chapter 551 (*Open Meetings Act*), Robert's Rules of Order, and Americans with Disabilities Act requirements; and
  - 7.2.6 conflict resolution; and

7.2.7 the use of a City e-mail account for board-related business.

### 7.3 Communications Using Electronic Devices

7.3.1 This section does not apply to voice communications. This section does not allow voice communications that are prohibited by Texas Government Code, Chapter 551 (*Open Meetings Act*)

7.3.2 The City Clerk for the City of Austin (city clerk) shall establish and maintain an electronic mail (e-mail) system for the use of board members in conducting board business. The city manager shall provide the necessary technical support.

7.3.3 Except as provided in this subsection, a board member shall use the City e-mail account provided by the city clerk under this section for all communications using an electronic device to transmit text related to the member's service as a board member.

7.3.3.1 Before the city clerk may furnish a City e-mail account to a board member, the board member must receive training on the use of the City e-mail account, and accept the terms of a user agreement to be prescribed by ordinance.

7.3.3.2 If a board member receives a communication related to their service as a board member on a non-City e-mail account, the board member shall promptly forward the communication to the City e-mail account furnished to the board member.

7.3.3.3 A board member who does not comply with the training requirement in this section, or does not accept the terms of the user agreement, may not have access to a City e-mail account. A board member who does not have access to a City e-mail account may not use electronic devices to transmit text related to board business. This does not prohibit the board member from responding on a non-City email account to a communication initiated by a City employee who is assigned to support a board as a job duty.

## 8 CONFLICT OF INTEREST.

8.1 This section is cumulative of Austin City Code Chapter 2-7 (*Ethics And Financial Disclosure*) and Local Government Code Chapter 171 (*Regulation Of Conflicts Of Interest Of Officers Of Municipalities, Counties, And Certain Other Local Governments*). Under this section a board member has a conflict of interest if the City Code or another law prohibits

the board member from taking action on a vote or decision before the board.

8.2 At each meeting, a board member shall sign an attendance sheet and shall indicate:

8.2.1 that the board member has no conflict of interest related to any item on the agenda; or

8.2.2 the number of an agenda item for which the board member has a conflict of interest.

8.3 At each meeting of a committee to which a board member is appointed, a committee member shall sign in on a sheet provided and shall indicate:

8.3.1 that the committee member has no conflict of interest related to any item on the committee meeting agenda; or

8.3.2 the number of an agenda item for which the committee member has a conflict of interest.

8.4 Failure by a member to comply with Subsections 8.2 and 8.3 results in that member being counted as absent from the board meeting; such an absence is an unexcused absence. Any vote or votes cast by a member who fails to comply with Subsections 8.2 or 8.3 are not counted at the board or committee meeting at issue.

## **9 ATTENDANCE REQUIREMENTS AND AUTOMATIC VACATION.**

9.1 Except as provided in Subsection 9.2, a board member automatically vacates the board position if the board member is absent for two consecutive regular meetings or one-half of all regular meetings in a rolling 12-month period, subject to the hold over provision in Section 10 (*Vacancy and Hold Over Capacity*). Attendance by a board member at committee meetings and working group meetings is not considered for purposes of determining the board member's compliance with attendance requirements.

9.2 Subsection 9.1 does not apply to an absence due to the following:

9.2.1 the board member's illness or injury;

9.2.2 the illness of or injury to a member of the board member's immediate family; or

9.2.3 the birth or adoption of the board member's child, for 90 days after the birth or adoption.

The board member must notify the staff liaison of one of these stated reasons for the absence not later than the date of the next regular meeting of the board. For an absence due to the birth or adoption of the board member's child, the board member must notify the staff liaison not later than the date of the next regular meeting after the birth or adoption.

9.3 The Austin – Travis County EMS department which is assigned to provide staff support to the board shall keep attendance records and notify the city clerk and County Executive Emergency Services if a board member fails to comply with attendance requirements.

9.4 The city clerk and County Executive Emergency Services Manager shall notify the nominating City Council member or County Commissioners Court if a board member's attendance record creates an automatic vacancy that requires a new appointment.

## **10 VACANCY AND HOLD OVER CAPACITY.**

10.1 A board member whose term has expired continues to serve in a hold-over capacity until the earlier of the date a successor is appointed and qualified to fill the position or the 60th day after the term expiration date.

10.2 A board member who automatically vacates his position under Section 7 (*Training*) may maintain eligibility without the need for reappointment:

10.2.1 if, not later than the 30th day after the applicable deadline, the member completes the eligibility requirement; and

10.2.2 the member continues to serve in a hold-over capacity until the earlier of the date a successor is appointed and qualified to fill the position or the 60th day after the expiration of the applicable deadline.

10.3 A board member who vacates a board position under Section 9 (*Attendance Requirements and Automatic Vacation*) continues to serve in a hold-over capacity until the earlier of the date a successor is appointed to fill the position or the 60th day after the date the city clerk or County Executive Emergency Services notifies the nominating City Council member or County Commissioners Court that the board member's attendance record created an automatic vacancy that requires appointment of a new member.

## **11 BOARD AUTHORITY AND ACTION.**

- 11.1 The board serves only in an advisory capacity to the Austin City Council and Travis County Commissioners Court, unless granted specific authority by both the Austin City Council and Travis County Commissioners Court.
- 11.2 An individual board member may not act in an official capacity except through the action of a majority of the board.
- 11.3 The board must take action or make a recommendation to the Austin City Council and Travis County Commissioners Court not later than the 90th day after the City Manager or County Judge has referred an item to the board for review. If the board does not act timely as required under this subsection, the Austin City Manager or County Judge may forward an item to the Austin City Council or Travis County Commissioners Court without a board recommendation.

## **12 OFFICERS AND COMMITTEES.**

- 12.1 The board shall annually select from its membership a chair and any additional officers that the board finds appropriate.
- 12.2 A board member may not serve as an officer in a designated position of the board for more than three consecutive one-year terms. A board member who has served as an officer in a designated position of a board for three consecutive terms is not eligible for re-election to that designated office until two years after the last date of the board member's service in that office, unless, the board votes to reelect the board member to that designated office for an additional term by a two-thirds vote. For a nine member board, six members constitute a two-thirds vote.
- 12.3 The board may create a committee from its membership to aid the board in carrying out its purpose. A board may not designate or appoint a non-member to serve on a committee. A board may not create a joint committee with another board unless directed by a formal action of the City Council or Commissioners Court to do so.
- 12.4 In lieu of creating a committee, a board may create a working group to consider a defined matter or matters and report its findings and recommendation to the board. A working group is not required to comply with Government Code Chapter 551 (Open Meetings Act) or to keep minutes of its meetings.

### **13 MEETING REQUIREMENTS.**

- 13.1 The board shall meet not less often than quarterly. The board shall annually approve a regular meeting schedule and file the schedule with the Austin – Travis County EMS department. The board may only call one meeting each quarter in addition to its regularly scheduled meetings, unless the unscheduled meeting is required to comply with a statutory deadline or a deadline established by Austin City Council or Travis County Commissioners Court.
- 13.2 The board may not conduct a closed meeting without the approval of the Austin City Attorney and the Travis County Attorney.
- 13.3 Each board meeting agenda shall provide for citizen communication.
- 13.4 A board liaison shall submit a meeting agenda through the city's on-line agenda posting system and the County Judge's office for each meeting.
- 13.5 The city clerk shall post each board meeting agenda and keep a record of postings for all board meetings.
- 13.6 The board and each committee shall keep and post minutes of its meetings on the designated on-line system. The minutes shall:
  - 13.6.1 list the members in attendance;
  - 13.6.2 state the subject of each deliberation; and
  - 13.6.3 indicate each vote, recommendation approved, or other action taken.
- 13.7 After first consulting with and receiving input from the staff liaison, the board chair shall approve each final meeting agenda prior to posting. Two or more board members may place an item on the agenda by oral or written request to the staff liaison at least five days before the meeting.

### **14 MEETING PROCEDURES.**

- 14.1 Board meetings are governed by Robert's Rules of Order and the bylaws of the board.
- 14.2 The board shall adopt board bylaws. A board meeting may not extend beyond 10:00 p.m., unless the board votes to continue.

## **15 FAILURE TO MEET.**

- 15.1 The Austin – Travis County EMS department employee who is assigned to provide staff support to the board shall notify the city clerk and County Executive Emergency Services if the board fails to post notice of and conduct a meeting for six months.
- 15.2 The Austin City Clerk and County Executive Emergency Services shall send written notice to the Austin City Council and the Travis County Commissioners Court of the board's failure to convene for six months. The city clerk shall make a recommendation to the Austin City Council on whether to continue the board within 60 days of receiving notice under this subsection. The County Executive Emergency Services shall make a recommendation to the Travis County Commissioners Court on whether to continue the board within 60 days of receiving notice under this subsection. The board shall not be dissolved unless both the Austin City Council and the Travis County Commissioners Court vote to dissolve it.

## **16 ANNUAL INTERNAL REVIEW AND REVIEW REPORT.**

- 16.1 Each calendar year, the board chair must conduct an internal review of the board and prepare an internal review report using the template provided by the staff liaison. The internal review report must be filed with Austin – Travis County EMS department by March 31 of each year.
- 16.2 The report must include the following:
  - 16.2.1 a statement of the board's mission and a description of the board's actions in furtherance of that mission during the previous calendar year; and
  - 16.2.2 the board's goals and objectives for the new calendar year.

## **17 DISSOLUTION.**

- 17.1 The Austin City Council or Travis County Commissioners Court may vote to dissolve the board at any time.
- 17.2 If abolished by the Austin City Council and the Travis County Commissioners Court, the board may continue in existence for a period not more than 30 days after the effective date of the last action to dissolve, for the limited purpose of making recommendations to the City Council and Commissioners Court on the conclusion of matters pending before the board.

## **18 RULES OF ORDER.**

- 18.1 Each person and board member attending a board meeting should observe decorum. A person or board member should not speak out of turn, use disparaging or abusive language, or make threats of violence against any other person during a board meeting.
- 18.2 The presiding officer:
  - 18.2.1 should maintain order;
  - 18.2.2 should exercise the officer's authority impartially; and
  - 18.2.3 may shorten a person's speaking time or ban a person from speaking for the duration of a meeting only for a violation of decorum set out in this section.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Caryl Colburn, CES Director, 854-4618  
Gretta Gardner, CES Family Violence Director, 854-5484

**Elected/Appointed Official/Dept. Head:** Roger Jefferies, Justice and Public Safety County Executive, 854-4759

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR THE COMMISSIONERS COURT AND CES TO BE CORE PARTNERS ON THE MEMORANDUM OF UNDERSTANDING IN THE SAFEPLACE APPLICATION TO THE OFFICE ON VIOLENCE AGAINST WOMEN, JUSTICE FOR FAMILIES PROGRAM: SUPERVISED VISITATION AND SAFE EXCHANGE CONTINUATION GRANT FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2016.**

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

Travis County has been the recipient of two Safe Havens grants from the U.S. Department of Justice, Office on Violence Against Women (OVW) to plan and implement a supervised visitation and a safe exchange center for children and parents in situations involving domestic violence, sexual assault, child abuse and stalking.

Both the 2008 grant and the current (extended) 2010 grant have been managed by the Counseling and Education Services (CES) department. Both the Commissioners Court and OVW approved using 1101 Nueces St., a Travis County building, as the site for the center. SafePlace was also selected to be the agency to sub-contract with the county to administer the visitation center. The center, PlanetSafe, opened for services on May 15, 2013 and currently has served 28 families with 17 supervised visitations and four exchanges involving 29 children.

SafePlace now meets the criteria to apply for the OVW Justice for Families Grant Program, due to changes OVW made for applicants, allowing non-profits to apply. Therefore, SafePlace is applying for the continuation OVW grant, which would run from 10/01/14 to 9/30/16 and make them the lead agency on the grant.

**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.

SafePlace is requesting that the Commissioners Court and the CES department be core partners on the Memorandum of Understanding (MOU). Please see Attachment 1.

Travis County will continue to be the lead on this grant until 10/01/14. The current grant received an extension to 09/30/14 due to a late implementation date and an OVW requirement of the implementation phase being two years in length. In July, 2014 CES will request another six month extension for October 1, 2014 to March 30, 2015 which will complete the two year implementation phase. As SafePlace will be the lead on the grant after October 1, 2014 they will be the ones to request any more extensions from OVW after this date.

**STAFF RECOMMENDATIONS:** As the county has been instrumental in getting the visitation center implemented, CES staff recommends that the Commissioners Court give approval for the Travis County Commissioners Court and CES to be core partners with SafePlace and listed on the MOU which will be included in the OVW Safe Havens continuation grant application.

**ISSUES AND OPPORTUNITIES:** It is to Travis County's benefit to continue to be a core partner with SafePlace, while they are the non-profit agency in the lead on the continuation OVW grant. The county has a sub-recipient contract with SafePlace to administer the program at PlanetSafe, as well as, to lease the county building at 1101 Nueces (at \$10 /month) for the center. CES is in touch with the Purchasing Office to modify this contract as of 10/01/14 when SafePlace will take over the lead of this grant, with only the use of the county building to remain.

**FISCAL IMPACT AND SOURCE OF FUNDING:** The sources of funding for PlanetSafe will remain the same with OVW being the primary funding source. The current OVW grant to fund PlanetSafe is \$400,000 for three years. The continuation grant that SafePlace will be applying for will be for \$200,000 for two years and another \$200,000 for an expansion grant of training and legal advocacy. Travis County also has a \$45,000 contract with SafePlace to fund a Volunteer/Administrative Manager for PlanetSafe who supports its administration functions, provides the training of staff and volunteers and is the only full time position at the center. Travis County also leases and maintains the property at 1101 Nueces St. which is the location of PlanetSafe. CES will continue to monitor both of these contracts for the county.

**REQUIRED AUTHORIZATIONS:**

Roger Jefferies, Justice and Public Safety Executive Manager

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.



# Travis County Counseling & Education Services

P.O. Box 1748, Austin, TX 78767-1748; 854-9540; Fax 854-9146

Caryl Clarke Colburn, CES Director

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## INTEROFFICE MEMORANDUM

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**TO:** TRAVIS COUNTY COMMISSIONERS COURT MEMBERS  
**FROM:** CARYL CLARKE COLBURN, CES DIRECTOR  
**THROUGH:** ROGER JEFFERIES, JPS COUNTY EXECUTIVE   
**SUBJECT:** SAFEPLACE MOU FOR OVW GRANT  
**DATE:** 1/14/2014  
**CC:** GRETTA GARDNER, CES FAMILY VIOLENCE DIRECTOR  
JULIA SPANN, SAFEPLACE DIRECTOR  
CYD GRIMES, TRAVIS COUNTY PURCHASING AGENT  
DAVID WALCH, ASSISTANT PURCHASING AGENT

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The Counseling and Education Services (CES) Department has administered the Office on Violence Against Women (OVW), Safe Havens Supervised Visitation and Safe Exchange Program Grant for the last four years. The visitation center, PlanetSafe, opened on May 15, 2013. SafePlace, who is providing services through a sub-recipient contract with Travis County, now meets the criteria to apply for the OVW Safe Havens Grant themselves, due to eligibility changes OVW made for applicants. Therefore, SafePlace is applying for a Safe Havens OVW grant, which would run from 10/01/14 to 9/30/16 and is requesting that the Travis County Commissioners Court and CES continue to be core partners on the Memorandum of Understanding (MOU). Please see the attached MOU. CES is requesting that the Commissioners Court give approval for the Commissioners Court and CES to be core partners with SafePlace, the lead agency for the OVW Safe Havens continuation grant, and listed on the MOU.

Travis County will continue to be the lead on this grant until March, 2015. The current sub-recipient contract allows SafePlace to manage the PlanetSafe Supervised Visitation and Safe Exchange Center and to operate the center out of the county building at 1101 Nueces St. CES is in touch with the Purchasing Office to modify this contract as of March, 2015 with only the use of the county building to remain. SafePlace also has received, since FY12, funding of \$45,000 from Travis County annually for a Volunteer/Administrative Manager position for PlanetSafe. CES will continue to monitor both of these contracts for the county.

Please feel free to call me at 44618 for any additional information.

## **MEMORANDUM OF UNDERSTANDING**

**Travis County Domestic Violence & Sexual Assault Survival Center, d/b/a SafePlace  
and  
Travis County Commissioners Court  
and  
Travis County Civil District Courts  
and  
Travis County Constable's Office – Precinct 5  
and  
Travis County Counseling & Education Services**

SafePlace, Travis County Commissioners Court, Travis County Civil District Courts, Travis County Constable – Precinct 5, and Travis County Counseling & Education Services hereby enter into this Memorandum of Understanding (MOU) for purposes of furthering our collaborative relationship and joint delivery of implementing and sustaining activities under the FY2014 Justice for Families Grant Program. The time period covered by this MOU is October 1, 2014 through September 30, 2016.

### **I. Collaborative History and Services Provided**

**SafePlace** is a 501(c)(3) that exists to end sexual and domestic violence through safety, healing and prevention for individuals, families and our community. SafePlace offers a wide range of service to victims of domestic and sexual violence and the Austin/Travis County community as a whole. These include: a 24-hour crisis hotline; 105-bed emergency shelter; 48 transitional housing units; legal advocacy; case management; hospital accompaniment and support to recent rape victims; specialized services for youth and persons with disabilities; community education; and training, among other services. SafePlace is uniquely qualified to provide services as the vendor/sub-recipient of the Safe Havens Grant. SafePlace is the lead applicant for this grant.

**Travis County Commissioners Court** is comprised of four commissioners and a county judge. The Commissioners Court is the chief policy-making and administrative branch of county government. Among their many functions, the court sets the tax rate, determines fees for many county services, and determines how the collected revenues will be distributed among different county departments to provide services to the community. The Commissioners Court was the lead applicant for the planning, development, and implementation grants from OVW in FY08 and FY10 for the supervised visitation and safe exchange center, PlanetSafe.

**Travis County Civil District Courts** govern the civil trial courts that hear and decide family law cases. The Courts routinely hear applications for family violence protective orders, as well as divorce and parent-child lawsuits in which evidence of family violence is present.

Travis County Constable Office – Precinct 5 executes civil process and criminal warrants. Constables are well trained to work with cases involving sexual abuse, domestic violence, and child custody issues. Constables are process servers for protective orders and also offer accompaniment for kick out orders through protective orders.

**Travis County Counseling & Education Services (TCCES)** provides services for adults and juveniles referred from the justice system and other community agencies. It offers alcohol/drug and family violence assessments, case management and referrals to intervention and prevention programs. TCCES has been involved in funding services for victims, including domestic violence victims, for the past twenty years. TCCES was the oversight agency, on behalf of the Commissioners Court, for the previous grant awards from OVW for the supervised visitation and safe exchange center, PlanetSafe.

The initial Planning Team for the FY08 Planning Grant included the core partners of TCCES (on behalf of the Travis County Commissioners Court), the Civil District Courts, and SafePlace, and a few other community stakeholders. The Planning Team met monthly to discuss recent OVW trainings and lessons learned; plan and design the vision for PlanetSafe; and develop guiding principles and our mission. The planning committee was expanded in our FY10 Development and Implementation Grant to involve more community partners, particularly the Constable’s Office – Precinct 5, to form the Consulting Committee. The Consulting Committee met monthly to inform and guide the development and implementation of the new supervised visitation and safe exchange center; give policy direction to the staff; and attend national trainings sponsored by OVW to stay informed about national trends and best practices. Although the Consulting Committee is no longer a requirement for grant funding for supervised visitation and safe exchange grantees under the Justice for Families Grant Program, the Consulting Committee members have agreed to continue to participate and convene on a monthly basis with the core partners.

All core partners have been historically involved in collaborative efforts related to responding to domestic violence, sexual assault, dating violence, child abuse and stalking in Travis County. For example, the Family Violence Protection Team (FVPT) is a consortium of criminal legal stakeholders that offers integrated services that enable survivors of domestic violence in Austin/Travis County to access legal and supportive services without having to visit several different agencies. Central purposes of this collaboration include ongoing coordination of services among member agencies to ensure a skillful and compassionate response to victims, and effective investigation and prosecution of offenders. The FVPT was created by the Austin/Travis County Family Violence Task Force (FVTF) in 1997.

Established in 1989, the FVTF is multi-disciplinary coordinated community response that has created various innovations and best practices that enhance services for domestic violence victims, among which are: establishing the foundation for the coordinated community response to domestic violence, which led to the creation of a dedicated domestic violence county court; mandatory arrest policies; direct filing of family violence

assault charges by law enforcement; and local standards for batterers' intervention programs, which has continued to coordinate across systems to ensure batterer compliance. Many of the FVTF members are also members of the Community Action Network's Victim Services Task Force, which is the official planning body for victim services issues in Austin/Travis County, and produces informational documents to raise awareness in the community. The FVTF has 6 subcommittees: Governance, Policy, Batterer Intervention and Prevention Programs, Public Awareness, Youth Issues, and the FVPT.

## **II. Development of the FY 2014 Justice for Families Program: Supervised Visitation and Safe Exchange Grant Application to OVW**

All of the aforementioned agencies are committed to implementing and sustaining a comprehensive, responsive, affordable, and accessible supervised visitation and safe exchange center in Travis County. Members of the planning team have contributed to this application in monthly meetings since December 2008. This application is representative of the collective, collaborative planning and resources shared during our monthly meetings. SafePlace and TCCES staff wrote the 2014 Safe Havens grant application, with the shared vision and input of the standing Consulting Committee.

## **III. Roles and Responsibilities**

SafePlace is the lead applicant and will be the fiscal and programmatic manager for the duration of this grant. SafePlace will continue to provide services for supervised visitation and safe exchange. This includes, but is not limited to, hiring and training staff; managing the daily operations of the center; and complying with the timelines, goals, and objectives as outlined in this grant. Travis County has historically been the lead applicant under the requirements of the previous solicitations from OVW for supervised visitation and safe exchange. Travis County received a planning grant in FY08 and a development and implementation grant in FY10. SafePlace was selected by the Consulting Committee during the FY10 grant application process as being uniquely qualified to subcontract with Travis County as the vendor to provide services. SafePlace has an outstanding reputation throughout Travis County and the state of Texas for their expertise and community engagement in addressing domestic violence, sexual assault, stalking, and dating violence. SafePlace has extensive experience in receiving and managing federal (including, but not limited to OVW), state and local governmental grant funding. Under the new eligibility requirements for the FY14 grant award, it was unanimous by the Consulting Committee that SafePlace should be the lead applicant as we transition the project from Travis County to SafePlace. Coni Stogner, PlanetSafe Director, will be the lead partner on this grant.

Travis County Civil District Courts will continue to be represented by the Honorable Lora Livingston, Local Administrative Judge, or a judge appointed by Judge Livingston as her designee, on the Consulting Committee and will be a primary referral source for supervised visitation and safe exchange. The representative will be a steward of PlanetSafe with other members of the court and the community at large. The court

partner will attend national trainings and may provide local training on the legal system and its role in working with victims of domestic violence, child abuse, sexual assault, and stalking to promote victim safety and offender accountability.

The Director and Family Violence Director of TCCES will continue to participate in all Consulting Committee meetings. The TCCES Director, Caryl Colburn, will be the county liaison between the Travis County Commissioners Court and SafePlace for the purposes of sustaining the County's support for the use of the building site located at 1101 Nueces Street for supervised visitation and safe exchange for a monthly rent of ten (\$10) dollars. Travis County will provide custodial and maintenance support for the building in ordinary course. The Family Violence Director of TCCES, Gretta Gardner, will be the county liaison between the Travis County Commissioners Court and SafePlace for the purposes of sustaining the County's financial support to fund the FTE position for the PlanetSafe Manager, a separate award from this grant.

All partners will continue to meet monthly with the Consulting Committee to provide input, direction, and guidance to the work of the supervised visitation and safe exchange center. The Consulting Committee includes the PlanetSafe Director and PlanetSafe Manager and is the vehicle by which partners will develop and implement project activities.

All partners agree to attend trainings and conferences sponsored by OVW as needed.

#### **IV. Resources**

Each organization participating in the MOU will allocate sufficient resources in their own budgets to cover the costs of participating in the endeavors outlined in this application. Additionally each organization will allocate sufficient time to accommodate ongoing collaboration and communication throughout the grant period.

All partners will explore resources available within their agencies to contribute to the success and sustainability of the project (e.g., furnishings, equipment, etc.).

Under this MOU, SafePlace will receive \$400,000 for the continuation and expansion grant application for the twenty-four month period from October 1, 2014 through September 30, 2016.

The Travis County Constable's Office Precinct 5 – will receive an estimated \$91,000 during this period under a sub-contract to provide security for PlanetSafe for twenty-four months. The payment schedule will be set forth in an agreement between SafePlace and the Constable's Office – Precinct 5. This monetary subcontract is subject to the approval of SafePlace's application to the Office on Violence Against Women, U.S. Department of Justice.

Travis County will continue the use of 1101 Nueces Street as the PlanetSafe site for a monthly rent of \$10.

Beyond the subcontract funds, SafePlace will contribute product dissemination, meeting, and conference call costs related to the project.

Any of the signing agencies to this MOU may modify or exit this MOU within 30 days via written notice to SafePlace.

#### **V. Purpose Areas 1 & 3 – Coordination with a Local Court**

SafePlace is the lead applicant and is a nonprofit, non-governmental domestic violence and/or sexual assault victim services organization that has been providing supervised visitation and safe exchange services under a FY10 OVW Safe Havens Grant since May 2013. SafePlace has been a core partner in the planning, development and implementation of grant activities since FY08. The Honorable Andrew Hathcock, Associate Judge for the Civil District Courts, is the designee of the Honorable Lora Livingston, Local Administrative Judge as her representative, during the planning, development and implementation of our supervised visitation and safe exchange center since the first award in October 1, 2008. Judge Hathcock has attended numerous OVW trainings all over the country and shared the lessons learned and engaged the Consulting Committee in rich dialogue about the trainings. Judge Hathcock was an active member in helping to develop the mission and guiding principles of PlanetSafe. Judge Hathcock is also solely responsible for creating the name for the center based on the vision of the Consulting Committee.

Judge Hathcock has been a tremendous asset to the project as he informs other members of the judiciary about PlanetSafe and the benefits of using a victim-centered approach when providing supervised visitation and safe exchange centers. Judge Hathcock is always prepared to speak intelligently and articulately about PlanetSafe at a moment's notice and did so with last minute notice for our grand opening in May 2013. Judge Hathcock also represents PlanetSafe in judicial meetings and brown bag seminars to continue to educate the judicial community about the services we provide. Most recently, Judge Hathcock was instrumental in helping to develop a bench card for judges to use when ordering families to PlanetSafe to encourage the use of uniform orders with model language and intake information.

#### **VI. Purpose Area 6(a) – Legal Services**

SafePlace has developed and provided legal services and advocacy to adult domestic and sexual violence victims in Austin/Travis County since 1992. SafePlace has two full-time Legal Advocates. One is housed at the Travis County Attorney's Office (TCAO) and the other is housed at the Travis County District Attorney's Office (TCDAO). When an adult victim of domestic violence or sexual assault arrives at the TCAO seeking a protective order, the Legal Advocate is available to provide immediate support and referral. Victims of felony domestic violence assault cases prosecuted by the TCDAO are introduced to the program through the SafePlace Legal Advocate at the TCDAO. If needed, Legal Advocacy staff may also provide services to survivors in misdemeanor prosecutions of family violence crimes.

Program staff members are specially trained advocates who are knowledgeable about

complex family law issues, community legal providers, and other pertinent topics, and they do not provide legal advice to clients. Legal Advocates provide advocacy and information about civil and/or criminal court procedures, and educate survivors about their rights and available options through the legal system. Also, Legal Advocates help survivors develop comprehensive safety plans to prevent further harm to them and their families. When needed, Legal Advocates link survivors to other SafePlace services, such as shelter and counseling, and refer survivors to other community resources. They help survivors complete Crime Victims' Compensation applications, provide advocacy for survivors with other agencies, and educate survivors about self-advocacy when working with such agencies. As needed, they help survivors with problem-solving around essential needs (e.g., employment, transportation and financial matters).

Karrie Key, Legal Services Manager, is a licensed attorney who provides legal advice and counseling to domestic/sexual violence survivors who are involved in high-conflict litigation. She is a former criminal prosecutor and municipal court judge who has worked at SafePlace for seven years. Ms. Key also trains SafePlace staff on legal options available to their clients, and supervises staff of the agency's Legal Advocacy program.

We, the undersigned, approve the proposed project activities and budget as outlined in this Memorandum of Understanding for the FY 2014 Justice for Families Grant Program for continuation and expansion of the supervised visitation and safe exchange center, PlanetSafe.

\_\_\_\_\_  
Julia Spann  
Executive Director  
SafePlace

\_\_\_\_\_  
Date

\_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caryl Colburn  
Director  
Travis County Counseling & Education Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lora J. Livingston  
Local Administrative Judge  
Travis County Civil District Courts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carlos Lopez  
Constable – Precinct 5

\_\_\_\_\_  
Date



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21<sup>th</sup>, 2014

**Prepared By/Phone Number:** Rachel Fishback, 512.854.9853

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

**Commissioners Court Sponsor:** Judge Biscoe

**Approve Contract Award for Home Refrigerators, IFB No. 1310-001-RF, to low bidder Lowe's Home Centers, Inc.**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This contract requires for the vendor to provide Home Refrigerators to Travis County Health and Human Services and Veteran Services.

On October 30<sup>th</sup>, 2013, IFB No. 1310-001-RF was issued through BidSync. Three (3) bids were received on November 25<sup>th</sup>, 2013. The Purchasing Office concurs with Travis County Health and Human Services and Veteran Services recommendation to award a contract to low bidder Lowe's Home Centers, Inc.

- **Contract-Related Information:**

Award Amount: estimated requirement

Contract Type: Annual, Unilateral

Contract Period: February 17, 2014 through February 16, 2015

- **Solicitation-Related Information:**

Solicitations Viewed: 24

Responses Received: 3

HUB Information: N/A

% HUB Subcontractor: N/A

- **Funding Information:**

SAP Shopping Cart #/Funds Reservation #: NA

Comments: Requisitions are processed at time of requirement

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.

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**Bid #1310-001-RF - HOME REFRIGERATORS**Creation Date **Oct 1, 2013**End Date **Nov 25, 2013 9:00:00 AM CST**Start Date **Oct 30, 2013 3:22:18 PM CDT**Awarded Date **Not Yet Awarded**

<b>1310-001-RF--01-01 TOP FREEZER REFRIGERATOR, 13.0 - 14.9 cu. ft.</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Lowe's Home Centers, Inc.</a>	First Offer - \$375.76	20 / each	\$7,515.20		
<b>Product Code:</b>		<b>Supplier Product Code:</b> Item #172183			
<b>Unit Amount Text:</b> Three hundred seventy five dollars and seventy six cents		<b>Supplier Notes: Manufacturer:</b> Frigidaire			
<b>Total Amount Text:</b> Seven thousand five hundred fifteen dollars and twenty cents		<b>Model:</b> LFHT1513LW			
<b>Agency Notes:</b>		<b>Capacity/Size:</b> 14.8 CU FT FR 14.8 CU FT WHITE TM LFHT1513LW			
<a href="#">Globe Electric Supply Inc. [Ad]</a>	First Offer - \$540.00	20 / each	\$10,800.00		
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b> Five Hundred forty		<b>Supplier Notes: Manufacturer:</b> Frigidaire			
<b>Total Amount Text:</b> Ten Thousand eight hundred		<b>Model:</b> FFHT1515LW			
<b>Agency Notes:</b>		<b>Capacity/Size:</b> 15 CU FT			
<a href="#">Business Services [Ad]</a>	First Offer - \$649.98	20 / each	\$12,999.60		
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b> Six Hundred forty nine and ninty eight cents		<b>Supplier Notes: Manufacturer:</b> Frigidaire			
<b>Total Amount Text:</b> Twelve thousand nine hundred ninty nine and sixty cents		<b>Model:</b> FFHT1515LW			
<b>Agency Notes:</b>		<b>Capacity/Size:</b> 15 cu ft			

<b>1310-001-RF--01-02 TOP FREEZER REFRIGERATOR, 15.0 - 16.9 cu. ft.</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Lowe's Home Centers, Inc.</a>	First Offer - \$385.15	30 / each	\$11,554.50		
<b>Product Code:</b>		<b>Supplier Product Code:</b> Item #173998			
<b>Unit Amount Text:</b> Three hundred eighty five dollars and fifteen cents		<b>Supplier Notes: Manufacturer:</b> Frigidaire			
<b>Total Amount Text:</b> Eleven thousand five hundred fifty four dollars and fifty cents		<b>Model:</b> LFHT1713LW			
<b>Agency Notes:</b>		<b>Capacity/Size:</b> 16.5 CU FT FR 16.5 CU FT WHITE TM LFHT1713LW			
<a href="#">Globe Electric Supply Inc. [Ad]</a>	First Offer - \$520.00	30 / each	\$15,600.00		
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b> Five Hundred Twenty		<b>Supplier Notes: Manufacturer:</b> Frigidaire			
<b>Total Amount Text:</b> Fifteen Thousand six hundred		<b>Model:</b> FFHT1715LW			
<b>Agency Notes:</b>		<b>Capacity/Size:</b> 17 CU FT			
<a href="#">Business Services [Ad]</a>	First Offer - \$649.98	30 / each	\$19,499.40		
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b> Six hundred forty nine and ninty eight cents		<b>Supplier Notes: Manufacturer:</b> Frigidaire			
<b>Total Amount Text:</b> Nineteen thousand four hundred ninty nine and forty cents		<b>Model:</b> FFHT1515LW			
<b>Agency Notes:</b>		<b>Capacity/Size:</b> 15 cu ft			

<b>1310-001-RF--01-03 TOP FREEZER REFRIGERATOR, 17.0 - 18.9 cu. ft.</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Lowe's Home Centers, Inc.</a>	First Offer - \$501.12	200 / each	\$100,224.00		
<b>Product Code:</b>		<b>Supplier Product Code:</b> Item #23076			
<b>Unit Amount Text:</b> Five hundred one dollars and twelve cents		<b>Supplier Notes: Manufacturer:</b> GE			
<b>Total Amount Text:</b> one hundred thousand two hundred twenty		<b>Model:</b> GTH18GCDWW			

Created 01-16-14 at 4:01 pm

four dollars and zero cents <b>Agency Notes:</b>		<b>Capacity/Size:</b> 18.1 CU FT GE 18.1 CU FT WHT REF GTH18GCDWW			
<a href="#">Globe Electric Supply Inc. [Ad]</a>	First Offer - \$549.00	200 / each	\$109,800.00		
<b>Product Code:</b> <b>Unit Amount Text:</b> Five Hundred forty nine <b>Total Amount Text:</b> One hundred nine thousand eight hundred <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Manufacturer:</b> Frigidaire <b>Model:</b> FFHT1826LW <b>Capacity/Size:</b> 18 CU FT			
<a href="#">Business Services [Ad]</a>	First Offer - \$589.98	200 / each	\$117,996.00		
<b>Product Code:</b> <b>Unit Amount Text:</b> Five hundred eighty nine and ninty eight cents <b>Total Amount Text:</b> One hundred seventeen thousand nine hundred ninty six dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Manufacturer:</b> Frigidaire <b>Model:</b> FFHT1817LW <b>Capacity/Size:</b> 18.2 cu ft			

1310-001-RF--01-04 TOP FREEZER REFRIGERATOR, 19.0 - 22.9 cu. ft.					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Lowe's Home Centers, Inc.</a>	First Offer - \$583.56	35 / each	\$20,424.60		
<b>Product Code:</b> <b>Unit Amount Text:</b> Five hundred eighty three dollars and fifty six cents <b>Total Amount Text:</b> Twenty thousand four hundred twenty four dollars and sixty cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Item #355483 <b>Supplier Notes: Manufacturer:</b> Whirlpool <b>Model:</b> WRT1L1TZYW <b>Capacity/Size:</b> 21 CU FT WP 21 CF TM REF WRT1L1TZYW(42937)			
<a href="#">Globe Electric Supply Inc. [Ad]</a>	First Offer - \$645.00	35 / each	\$22,575.00		
<b>Product Code:</b> <b>Unit Amount Text:</b> Six Hundred forty five <b>Total Amount Text:</b> Twenty two thousand five hundred and seventy five <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Manufacturer:</b> Frigidaire <b>Model:</b> FFHT2126PW <b>Capacity/Size:</b> 21 CU FT			
<a href="#">Business Services [Ad]</a>	First Offer - \$759.98	35 / each	\$26,599.30		
<b>Product Code:</b> <b>Unit Amount Text:</b> Seven hundred fifty nine and ninty eight cents <b>Total Amount Text:</b> Twenty six thousand five hundred ninty nine and thirty cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Manufacturer:</b> Frigidaire <b>Model:</b> FFHT2126PW <b>Capacity/Size:</b> 20.6 cu ft			

**Supplier Totals**

<b><a href="#">Lowe's Home Centers, Inc.</a></b>		<b>\$139,718.30 (4/4 items)</b>
Bid Contact	<b>Government Sales Manager</b> <a href="mailto:govmilaccounts@lowes.com">govmilaccounts@lowes.com</a> Ph 704-757-4141 Fax 336-651-3300	Address <b>1605 Curtis Bridge Rd.</b> <b>Wilkesboro, NC 28697</b>
Bid Notes	<b>We have uploaded a number of addendums and other bid information for your review.</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b> We have uploaded a number of addendums and other bid information for your review.	
<b><a href="#">Globe Electric Supply Inc. [Ad]</a></b>		<b>\$158,775.00 (4/4 items)</b>
Bid Contact	<b>Edna H Douadi</b> <a href="mailto:steve@lobeelectric.com">steve@lobeelectric.com</a> Ph 281-933-0909	Address <b>10902 Roark Rd.</b> <b>Houston, TX 77099</b>
Qualifications	<b>CISV DBE HUB MBE NCTRCA SB TX WBE</b>	
Bid Notes	<b>Please note that we are a Texas certified HUB VENDER.</b>	
<b>Agency Notes:</b>		

Created 01-16-14 at 4:01 pm

		<b>Supplier Notes:</b> Please note that we are a Texas certified HUB VENDER.
<b><u>Business Services [Ad]</u></b>		<b>\$177,094.30 (4/4 items)</b>
Bid Contact	<b>Terry Bronning</b> <a href="mailto:terry@businessservicesolutions.org">terry@businessservicesolutions.org</a> Ph 619-366-1794 Fax 619-713-7340	Address <b>PO Box 1802</b> <b>BusinessServicesolutions@yahoo.com</b> <b>Office 619-366-1794. Fax</b> <b>619-713-7340.</b> <b>Longboat Key, FL 34228</b>
Bid Notes	<b>For line item 1 and 2 we offer the same model Free Delivery</b> <b>Optional removal and recycling of old refrigerator upon delivery is \$25.00 each appliance.</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b> For line item 1 and 2 we offer the same model Free Delivery Optional removal and recycling of old refrigerator upon delivery is \$25.00 each appliance.	

**\*\***All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
And VETERAN SERVICES  
100 North I.H. 35 P.O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
Executive Manager  
(512) 854-4100  
Fax (512) 854-4115**

**MEMORANDUM**

**DATE:** 1/8/2014

**To:** Cyd V. Grimes, C.P.M.  
Travis County Purchasing Agent

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**THROUGH** Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and & Veterans Service

**FROM:** Lance Pearson, Travis County Housing Services Manager

**SUBJECT:** **Recommendation for award of Home Refrigerator contract B1310-001-RF**  
Housing Services has reviewed the bid tabulation for Solicitation **B1310-001-RF**, Home Refrigerators and recommends contract be rewarded as follows.

Primary contract to be awarded to the lowest bidder, Lowe's Home Centers, Inc. and no secondary contract.

Additional information is listed below:

Account Numbers: Cost Center: 158032000, 158033000

The employees who will be involved with the procurement are Lance Pearson, Housing Manager, Jeffery Barland, Housing Services administration. Please feel free to contact us at 512-854-7260/ 512-854-7253 should you require any additional information.

**XC:** Rachel Corona Fishback, Purchaser, Travis County Purchasing Office  
Deborah Britton, Community Services Division Director, Kendra Tolliver, Finance.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Michael Long 854 4850; Marvin Brice 854 9765

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Interlocal Agreement with City of Austin for Hazmat 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.

This agreement will serve to utilize City of Austin hazmat resources to evaluate incidents and assign an appropriate response for mitigation and containment of chemical, biological, nuclear or radiological events in Suburban County.

A cooperative working relationship between Travis County and the City of Austin through its Fire Department will integrate their efforts by sharing personnel, equipment, technology and data for use in the management of hazardous material containment, especially in responding to hazardous materials incidents.

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

- **Contract-Related Information:**

Award Amount: \$80,000

Contract Type: Interlocal Agreement

Contract Period: January 21, 2013 – September 30, 2014

- **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

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.

➤ **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 #: N/A

Funding Account(s): 1470040001/511830

Funds Reservation No. 300001020

Comments:

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF AUSTIN and TRAVIS COUNTY for**  
**HAZMAT SERVICES**

This Interlocal Agreement is between the **City of Austin**, a Texas home rule municipality (“City”) and **Travis County** (“County”) and shall be effective on October 1, 2013 (“Agreement”).

1. This Agreement establishes the obligations of both parties in the delivery of HazMat Services within Suburban County.

Defined terms in this Agreement are capitalized and the definitions are set forth in Section 14.

This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party’s monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

2. **Purpose.** The purpose of the Agreement is to provide resources to evaluate incidents and assign an appropriate response for mitigation and containment of chemical, biological, nuclear or radiological events in Suburban County.

**3.0 Establishment of Working Relationship.** The Agreement establishes a cooperative working relationship between County and the City through its Fire Department and integrates their efforts by sharing personnel, equipment, technology and data for use in the management of hazardous material containment, especially in responding to Hazardous Materials incidents. County shall maintain a County Hazmat Liaison.

- 4.0 **Duties and Performance by the City.** The City shall provide the following activities and services:

- 4.1 **HazMat Services**

- 4.1.1 **Dispatch.** Dispatch the nearest available and appropriate Hazmat Responders in response to a request by County or by any Emergency Services District for Hazmat Services in Suburban County in accordance with the HazMat Response Times in Exhibit B and dispatch a HazMat resource if requested to assist with a Hazardous Condition. A HazMat Task Force alarm or a Hazardous Materials alarm receives the standard dispatch protocol in the City and in the County.

- 4.1.2 **Notification of Travis County First Responder.** Upon dispatch of any Hazmat Responder into Suburban County, notify the nearest appropriate first responder agency communication center or

designated contract communication center, if applicable.

- 4.1.3 Dispatch Monitoring. Coordinate groups with qualified on scene personnel to monitor and modify the response based on needs at the scene.
- 4.1.4 24-7 Readiness Maintain resources of 19 hazmat technicians on duty or on call on a 24 hour basis, seven days a week.
- 4.1.5 Qualified Responders Provide appropriate, qualified Hazmat Responders in response to dispatches to scene calls for HazMat Services and use only the services of HazMat Responders to mitigate technician-level Responses in Suburban County.
- 4.1.6 Use of HazMat Equipment. Use the HazMat Equipment in compliance with all applicable regulations to provide HazMat Services in accordance with the Hazardous Materials Operating Guidelines.
- 4.1.7 Response. Provide HazMat Services in a professional manner, in the most timely manner possible and in compliance with the Austin Fire Department policies, procedures and operating guidelines to maintain the quality of services in an appropriate and consistent manner.
- 4.1.8 Hazardous Materials Response Time. Meet or better the time interval average of 1 hour for Hazardous Materials Response Times in Suburban County.
- 4.1.9 National Incident Management System (NIMS). If other services respond for the emergency, coordinate joint responses in Suburban County with Emergency Service Districts and other public safety organizations to establish on-scene incident management, in accordance with the National Incident Management System (NIMS) as mandated by Homeland Security Presidential Directive 5, dated February 28, 2003.
- 4.1.10 Incident Command. The Authority Having Jurisdiction will be responsible for establishing Command and implementation of an Incident Action Plan. HazMat Services will operate within this Incident Action Plan and will advise the Incident Commander regarding mitigation options and recommendations.
- 4.1.11 Report of Incidents. Report any incident involving a Hazardous Material incident to the County Emergency Management Coordinator or his designee within 24 hours of an incident.

4.1.12 Public Information Services. For any hazardous materials in Suburban County, upon request by County, have City's public information manager assist the authorized County public information officer in coordinating responses to media questions and be responsible for responding to public information requests related to services provided by City employees.

4.2 Equipment Services:

4.2.1 Provide the following related to HazMat Equipment:

4.2.1.1 Provide 220 Volt shoreline connections for each trailer that support rechargeable monitoring equipment, temperature controlled equipment, and computer systems and hardware.

4.2.1.2 Secure Hazmat Equipment from vandalism and similar losses. As possible and appropriate, provide storage facilities adequate to protect the equipment from weather.

4.2.1.3 Provide weekly inspection and inventory of Hazmat Equipment, or as often as deemed appropriate by the County Emergency Management Coordinator or his designee.

4.2.1.4 Maintain logs describing timing, types and results of maintenance, inspection, and inventory of the Hazmat Equipment to track and provide inventory control for all supplies and HazMat Equipment.

4.2.1.5 Report all damage to, loss of or theft of Hazmat Equipment to Emergency Management Coordinator within twenty-four hours of discovering damage, loss, or theft.

4.2.1.6 Maintain and service the vehicles listed in Exhibit A with all fuel, oil, and preventive maintenance for use by the Hazardous Materials Task Forces.

4.2.1.7 Maintain insurance for the vehicles listed in Exhibit A.

4.2.1.8 Maintain, and service the technical equipment and supplies listed in Exhibit A; including calibration of the detection and analysis equipment.

4.2.1.9 Track and coordinate inspections and serviceability for personnel protection equipment and replace calibration gases as needed.

4.3 Vehicle Replacement.

4.3.1 Review replacement of vehicles listed in Exhibit A annually in accordance with the City's replacement schedule, based on the condition of the vehicle, and replace if funded through the annual budget negotiations between the City and County and replacement is indicated in Exhibit A for the current year

4.3.2 Replace response support vehicles listed in Exhibit A purchased

through either County or City contracts as agreed upon by the County Executive ES and AFD Chief, and as allowed for in the County budget process.

4.3.3 Own any vehicles purchased to replace those listed in Exhibit A.

4.4 Cost Recovery.

4.4.1 Implementation of Cost Recovery Require Incident Commander to ensure that cost recovery program is implemented when appropriate and that documentation of the incident and related expenditures including the HazMat Cost Recovery Notification Form is prepared and delivered to the appropriate persons and departments

4.4.2 Billing. Bill parties responsible for a Hazardous Materials incident directly for recovery of the costs of equipment or HazMat Services within 30 calendar days after the date of service.

4.4.3 Collections. Collect the cost recovery owed for all applicable expenses for Hazardous Materials incidents responded to in Suburban County under the same standards and procedures used for Hazardous Materials incidents within the City limits and in accordance with City financial procedures.

4.4.4 Collected Costs Reporting. Issue a statement to County by the fourth business day of each quarter showing the total amount of costs recovered from parties responsible for a Hazardous Materials incident in Suburban County during the previous three calendar months, including necessary reconciliations to balance the statement with the City Controller's balance sheet account.

4.4.5 Payment to County. Pay County any amount owed to County collected from parties responsible for a Hazardous Materials incidents in Suburban County within 30 days after receipt of payment, based on the total amount in the statement issued in accordance with Section 4.4.4.

4.4.6 Delinquent Accounts. Use effective techniques and make good faith efforts to promptly collect delinquent amounts owed to County in the same manner as the City collects its own delinquent HazMat cost recovery accounts, including the use, if appropriate, of contracted collection agencies for collection of delinquent amounts.

4.4.7 Collection Reports. Provide the following collection-related reports to the County in accordance with time periods as described in Exhibit B.

4.4.7.1 A quarterly assessment report that states the identification number of the hazardous materials incident, the original amount of cost recovery, and the total amount billed to all parties responsible for a Hazardous Materials incident in Suburban County.

4.4.7.2 A quarterly accounts receivable report that states the identification number of the Hazardous Materials incident, the original amount of cost recovery, and the total amount owing from all parties responsible for a Hazardous Materials incident in Suburban County.

4.4.7.3 A quarterly aging report for accounts receivable that states the identification number of the Hazardous Materials incident and the balance owing for that Hazardous Materials incident. The accounts receivable and aging report may be combined into one report.

4.4.7.4 A quarterly collections report that states the identification number of the Hazardous Materials incident, the amount collected during the month, the total amount collected from all parties responsible for a Hazardous Materials incident in Suburban County, and the amount tendered to County and date of tender.

4.4.8 Supporting Documentation for Collections. Provide County with copies of the supporting documentation for collection reports within a reasonable time after this documentation is requested.

4.5 Custodian of Records

4.5.1 Be the custodian of records City generates or has generated related to HazMat Equipment and for billing related to HazMat Cost Recovery in Suburban County.

4.5.2 Be responsible for responding to information requests for records for which it is the custodian.

4.5.3 If City provides HazMat Equipment records or HazMat Cost Recovery billing records related to Suburban County in response to a request, supply these records directly to the requestor and provide an additional copy to the County Executive ES.

4.5.4 If County receives a request for HazMat Equipment records or billing records about HazMat Cost Recovery in Suburban County, supply copies of any responsive records in its possession to County within (5) business days so that County can determine whether to respond to the request for HazMat Equipment records or billing records about HazMat Cost Recovery in Suburban County.

4.6 Return of HazMat Equipment

4.6.1 When City is no longer using the HazMat Equipment, return the HazMat Equipment to County in the same condition or better condition than it was in when City received it except for reasonable wear and tear.

4.6.2 If County requests return of the HazMat Equipment for any reason, return the HazMat Equipment to County in the same condition or better condition than it was in when City received it except for reasonable wear and tear.

5. **Duties and Performance by the County.**

5.1 County shall perform or provide the following activities and services related to Hazardous Materials Response:

5.1.1 Coordination of planning Cooperate with Chief Officer of Austin Fire Department Office of Special Operations and Homeland Security to coordinate planning for Homeland Security Initiatives for local and regional areas, including the overall coordination of responses and the use of Hazmat Equipment,

5.2 Evaluation of Event County, in conjunction with City, shall evaluate Hazardous Materials incidents and assign the appropriate responses of resources for mitigating a chemical, biological, nuclear or radiological event to contain and mitigate the event.

5.3 County Contact Provide a single staff member as primary contact for City and other local and regional organizations in developing response strategies and protocols.

5.4 HazMat Equipment and Supplies

5.4.1 Provide currently owned vehicles listed in Exhibit A for use by the HazMat Responders and Task Forces and maintain and repair these vehicles as part of the Travis County fleet;

5.4.2 Provide, maintain, and service communications equipment including programming and maintenance for radio equipment for the vehicles listed in Exhibit A for use by the HazMat Responders and Task Forces.

5.5 Vehicle Ownership and Replacement.

5.5.1 Own the vehicles listed in Exhibit A for use by the HazMat Responders and Task Forces as response support vehicles.

5.5.2 Review the replacement of the vehicles listed in Exhibit A annually based on the condition of the vehicle, in accordance with the City's replacement schedule,

5.5.3 Fund replacement as negotiated through the annual budget negotiations between the City and County.

5.6 IT Services Continue to provide the Bridgehead Server for use by HazMat providers in the central Texas region including City of Austin, Williamson, Hays and Travis Counties, the 6<sup>th</sup> Civil Support Team, and to allow them to share Hazardous Material monitoring information and support interoperability on scene.

**6. Performance Measures.**

City Performance. City performance under this Agreement shall be evaluated based on the objective performance measures shown in Exhibit C.

**7. Monitoring Compliance: Reporting, Maintaining Records, and Inspecting**

7.1 Monthly Reports. The City shall provide monthly operations reports as described in Exhibit B.

7.2 Quarterly Reports. For the calendar quarters ending on the last day of December, March, June, and September, City shall provide the types of operations reports as described in Exhibit B.

7.3 Annual Reports. City shall provide County with an annual fiscal year report of the Hazmat Services provided in Suburban County during the fiscal year and the overall state of the Hazmat Equipment and Responders by December 1 of each year, as described in Exhibit B. Each party shall provide the other party with full access to all records and reports that are available by law to members of the public generally with respect to the Hazmat Services provided under this Agreement. In conjunction with the release of the report, a county wide strategic planning session will be held to assess performance and explore strategies for improving future performance.

7.4 Inspection. Upon notification to the AFD Chief, the members of the Commissioners Court or the City Council, or their designees, have the right to inspect during business hours any and all equipment and facilities used in providing Hazmat Services under reasonable circumstances.

7.5 City Retention of Records. In the event that County exercises its right to conduct an audit as described in section 7.7, below, City shall maintain the original of all fiscal records, personnel records of all City employees who are assigned to provide services under this Agreement, documentation about operations, and documentation for all expenditures and cost recovery (except to the extent originals of account documents are the property of contract collection agencies) pertaining to this Agreement that must be paid by or to the County and all operation and statistical reports related to its performance under this Agreement in a readily available state and location until this audit and all questions arising from it are resolved satisfactorily, in

compliance with state document retention standards or fatality or for three (3) years after the termination of this Agreement, whichever occurs later. In all other instances, the City will comply with all applicable state and federal document retention and destruction schedules.

7.6 County Access to City Records. Subject to compliance with applicable laws, City shall give the duly authorized representatives of County, at reasonable times and for reasonable periods, full and reasonable access to and the right to examine all information in whatever form it is maintained by the City and all things or property in use by City which relate to inspection, inventory allocation and assignment of HazMat Equipment, and costs that must be paid by County, amounts owing to County or performance promised to County under this Agreement. These rights to access shall continue for as long as these records are retained by City. If there is any incident in which allegations or claims are made against the County or any County employee related to the Hazmat Services, City shall give the duly authorized representatives of County full and reasonable access to and the right to examine and copy this documentation at reasonable times and for reasonable periods. These rights to access shall continue until all allegations or claims are resolved or three years after the termination of the Agreement, whichever is later.

7.7 Audit. Each party has the right to conduct an annual financial and compliance audit of the other party's performance under this Agreement in compliance with generally accepted auditing standards and procedures for governmental organizations, and each party shall permit authorized representatives of the other party to audit its records that relate to this Agreement and, subject to compliance with laws related to confidentiality of information, including medical records, to obtain copies of any documents, materials, or information necessary to facilitate these audits.

## **8. Payments by the County for Services**

8.1 IRS Form W-9. City shall provide County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.

8.2 Payments by County. During each term the total amount to be paid by County for all services, equipment, and supplies shall be equal to the amount approved by the Commissioners Court and the City Council for this Agreement for the applicable contract term. The fees are determined by the formulas in Exhibit C. The fee amounts for each renewal term shall be incorporated in a renewal and amendment to this Agreement. City shall give County prompt notice of any proposed pay increases and of any approved pay increases that will impact the amounts payable under this Agreement.

- 8.3 Billing by City. After execution of this Agreement, the City shall submit a billing statement to the County Executive ES within thirty (30) days after the beginning of that Agreement Term for the Services Fee for that Fiscal Year. The billing statement shall include the service delivery period covered, the amount of the annual Services Fee , and a copy of Exhibit C as back-up documentation. The billing statement during each renewal term shall be due during the month of October.
- 8.4 Payment by County. County shall make payments to City annually within thirty (30) calendar days of receipt of a billing statement if it is sent in compliance with 9.3, and each payment shall equal the Services Fee stated in Exhibit C for the applicable term. For the initial term (October 1, 2013 – September 30, 2014) County shall pay City in accordance with the provisions of Section C.1 of Exhibit C.
- 8.5 Billing and Payment in Renewal Terms. For any renewal term to be effective, the amount to be paid by County must have been approved by Commissioners Court and incorporated into an amendment to Exhibit C.
- 8.6 Holdover Billing. If a renewal and amendment of the Agreement reflecting the new monthly fees has not been approved and executed by October 1 and the parties have entered into a written holdover agreement as described in Section 12.13.4, City shall submit a billing statement to County based on the Services Fee stated in Exhibit C for the immediately preceding agreement term. Once a renewal and amendment has been approved and executed, City shall submit a billing statement for the difference between the Services Fee for the preceding term and the Services Fee for the new term (“Holdover Difference”) and County shall submit payment of the Holdover Difference within thirty (30) days of receipt of that billing statement.
- 8.7 Adjustments to the Austin Fire Department’s Special Operations Budget. Any adjustment to the City’s Budget related to the Austin Fire Department’s Office of Special Operations that impacts County’s obligations under this Agreement must be approved by City Council and notice of this adjustment must be provided to Commissioners Court before it is implemented. Any adjustment to the Austin Fire Department’s Special Operations Budget, for HazMat Services, that results in an adjustment to the amount payable by County for the remainder of that agreement term shall be incorporated in an amendment to the Exhibit C for that contract term. Any additional services, equipment, or personnel desired by the County that are not included in the approved budget for that fiscal year shall not be provided unless the necessary additional funds are approved, the Austin Fire Department’s Special Operations Budget is amended, and an amendment to the Exhibit C for that contract term is approved by Commissioners Court and City Council.

8.8 Annual Expenditure Reports. City shall provide County Executive ES with annual reports, no later than the last business day of October. These reports shall separately state the City costs and expenses for HazMat Services incurred during the quarter for each line item in the City's Budget related to Austin Fire Department's Office of Special Operations. The reports shall also include whether any savings were experienced for that contract term, and whether any costs or expenses exceeded the Austin Fire Department's Special Operations Budget.

8.9 Maximum Funds. City and County expressly acknowledge that the total amount payable to City under this Agreement during the initial term shall not exceed the amount approved by City Council and Commissioners Court for the HazMat Fee as described in Exhibit C in this Agreement. For renewal terms, the City and County expressly acknowledge that the total amount payable to City shall not exceed the amount approved by City Council and Commissioners Court for the HazMat Fee, plus payments during any holdover period the parties elect under Section 12.13.4, unless the Commissioners Court and City Council specifically approve a change in the amount payable under this Agreement.

**9. Ownership, Replacement and Maintenance of Assets and Facilities**

9.1 Ownership. All vehicles, materials, supplies, furniture, equipment, and any other real property or tangible or intangible property purchased with County funds, including those purchased by City for which County has reimbursed the costs invoiced to City, shall be the property of County and shall remain in the possession of the County at the end of this Agreement. Any vehicles, materials, supplies, furniture, equipment, and any other real property or tangible or intangible property purchased with City funds for which County has not reimbursed the costs invoiced to City, shall be the property of City and shall remain in the possession of the City at the end of this Agreement.

9.2 Use of County Property in City's Possession Except as provided in Section 10.4 regarding vehicle dealerships and other vehicle repair shops and mechanics, City shall control custody of County property in its possession so that only City employees who are properly trained, qualified and, if licensure is required, licensed to use the property are allowed custody of it. This restriction shall include custody of County-owned vehicles. If City breaches this Section 9.2, City is responsible for all damages to County property incurred as a result of that breach.

9.3 Inventory of County Property in City's Possession. City shall perform an annual inventory of all property on hand and belonging to County that was purchased by the City and reimbursed by the County. City shall also perform an annual inventory of all vehicles owned by the County that are

used by City for HazMat Services. If the City fails to list property which County has paid for either directly or through reimbursement to City, that failure shall not defeat actual ownership.

- 9.4 Replacement of County Assets. Replacement of assets and vehicles listed in Exhibit A shall be reviewed annually and considered for funding if needed during negotiations between City and County and as approved by Commissioners Court and City Council in their respective budgets.
  - 9.5 Maintenance of County Vehicles. City shall provide all fuel and preventive maintenance, including filters and oil for County-owned vehicles listed in Exhibit A unless the County provides that maintenance. County shall provide repairs for County-owned vehicles listed in Exhibit A unless the City is responsible for the repairs under sections 9.2 and 10.2.
  - 9.8 Information Technology. The City shall provide information technology equipment, infrastructure, maintenance and support to all city work spaces provided to maintain compatible communication platforms between all AFD facilities. Information technology capital purchases are reviewed annually and funded as approved during the annual City budget processes. Replacement of information technology assets shall be reviewed annually and, if needed, considered for funding during negotiations between City and as approved by City Council in its respective budgets.
- 10. Obligations and Liability for Losses or Claims**
- 10.1 County Assumption of Risk Related to Third Party Claims. City shall not be liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees in relation to the services provided by County employees, or the provision or operation of HazMat Services or raised by any condition of the HazMat Equipment. . The parties agree that the assignment of liability described this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.
  - 10.2 City Assumption of Risk Related to Third Party Claims. County shall not be liable to City for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees in providing HazMat Services, management of the City's Fire Department, or raised by any condition of HazMat equipment or of City's Fire Department Stations. . The parties agree that the assignment of liability described this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.

- 10.3 Joint and Separate Liability. For any claims, damages and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations as described in this Agreement, if both parties are liable, City and County shall be liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement. If only one party is liable, that party shall be liable for the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement. . The parties agree that the assignment of liability described this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.
- 10.4 Vehicles. The parties acknowledge that they do not have and are not required to provide business automobile or fleet insurance coverage on their vehicles. Both City and County intend to remain self-insured for losses and damages to their vehicles, provided, however, that City shall pay for repairs to or replacement of County-owned vehicles in the care, custody and control of City to the extent that the vehicle is damaged and the damage was caused by the negligence or wrongful acts or omissions of a City employee qualified under Section 10.2 of this Agreement to whom City grants custody of the vehicle, as determined by the court adjudicating the matter or as agreed in any settlement. Notwithstanding any other provision of this Agreement, County agrees that City may use authorized vehicle dealerships and repair shops to repair or maintain the County-owned vehicles, and County acknowledges that City is not liable for any acts or omissions of those dealers or repair shops.
- 10.5 Casualty Insurance Proceeds. Any property or casualty insurance proceeds paid to City or County that relate to damages to property or equipment used by Austin Fire Department to provide HazMat Services shall be used by City or County to repair the damages and replace the property or equipment used by Austin Fire Department to provide HazMat Services to the condition before the fire or casualty occurred without regard to fault unless both City and County agree that these proceeds should be used for another purpose related to the Hazmat Services.
- 10.6 Workers Compensation. If any City officer or employee suffers any injury while on duty that is compensable under the Workers Compensation laws, City shall be responsible for the loss under its workers compensation self-insurance fund. If any County officer or employee suffers any injury while on duty that is compensable under the Workers Compensation laws, County shall be responsible for the loss under its workers compensation self-insurance fund.

**11. Breach of Agreement, Dispute Resolution, and Termination**

11.1 Notice to Cure. Except as otherwise provided herein regarding breaches involving non-payment, there shall be no remedy for breach of this Agreement before notice in compliance with 12.11 and opportunity to cure as specified in Section 11.3 and Section 11.4

11.2 Failure to Pay. If, after receipt of a billing statement or invoice that complies with the requirements of this Agreement, either party fails to pay monetary sums due to the other party in accordance with the time periods in this Agreement, the party claiming non-payment may withhold payment due to the other party under this Agreement of funds in its possession related to this Agreement, pending final resolution of the dispute. Exercise of this right shall not constitute a waiver of either party's rights to proceed under any other provision of this Agreement, and either party may pursue any other rights granted pursuant to this Agreement at the same time as and during any period of mediation.

11.3 Mediation. If a difference arises about performance under this Agreement, the objecting party shall notify the other party of the difference in compliance with 12.11, and City and County staff shall meet and attempt to resolve the differences to the satisfaction of both parties within sixty (60) days after the date of the notice, provided however, that this Section 11.3 shall not apply if the County fails to pay City fees due under this Agreement when those fees are due. If staff members are unable to resolve the dispute within sixty (60) days, either party may request mediation. If mediation is acceptable to the parties, each party shall choose a mediator within ten (10) business days of the date they agreed to mediate. If the City and County choose different mediators, then the two chosen by the City and the County shall together choose a third person who shall be the sole mediator. Representatives of each party shall meet with the mediator in Austin at mutually agreed upon times. The locations shall be chosen by the mediator. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results 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 the TEX. CIV. PRAC. & REM. CODE ANN., § 154.073, UNLESS BOTH PARTIES AGREE, IN WRITING, TO WAIVE CONFIDENTIALITY. Exercise of this right shall not constitute a waiver of either party's rights to proceed under any other provision of this Agreement, and either party may pursue any other rights granted pursuant to this Agreement at the same time as and during any period of mediation.

11.4 Termination for Breach. Before exercising any rights under this Section, the non-breaching party must comply with Section 12.3, provided that Section

12.3 shall not apply to the failure of either party to pay the other party funds as required under this Agreement. Either party may terminate this Agreement upon ninety (90) days written notice if the other party has breached any of the terms or provisions set forth in this Agreement. The non-breaching party shall provide written notice to the other party in compliance with Section 13.11 describing the breach and the effective date of termination. Upon receipt of this notice, the party in breach shall have ninety (90) days to cure the breach and failure to correct that breach or give an explanation that is satisfactory to the terminating party within that ninety (90) day period shall result in an automatic termination of this Agreement at the end of the ninety (90) days.

11.5 Termination without Cause. Either party may terminate this Agreement at any time, with or without cause, by providing the other party with one hundred and twenty (120) days written notice.

## **12. Miscellaneous and Closing Clauses**

12.1 Non-discrimination. City and County shall provide all services and activities required by this Agreement in compliance with Title VII, the Americans with Disabilities Act, the Age Discrimination and Employment Act, the Texas Commission on Human Rights Act, and all other local, state and federal laws prohibiting unlawful discrimination in relation to any employee, applicant for employment, or resident of the City or of the County.

12.2 Compliance with Law. City and County shall comply with all applicable federal, state and local constitutions, laws, rules and regulations in the performance of this Agreement including those related to health, safety, staffing requirements, purchasing, licensing, and reporting. City and County shall cooperate with each other in licensure renewal efforts.

12.3 Independent Contractors, No Agency. The parties to this Agreement are independent contractors. An officer or employee of one party shall not be construed to be the agent or the employee of the other party. Neither party may represent the other for any purpose not expressly authorized in this Agreement without the prior consent of the other party. It is acknowledged by each party that no officer, agent, employee or representative of the other party has any authority to amend or assign this Agreement, or waive any violations of this Agreement unless expressly granted that specific authority by the party's governing body.

12.4 Employees. This Agreement shall have no effect upon the personnel policies of the City, or employment status or benefits of any City employee. City shall be responsible for payment of taxes, workers' compensation coverage, and benefits required by law for its employees. This Agreement shall have no effect upon the personnel policies of the County, or

employment status or benefits of any County employee. County shall be responsible for payment of taxes, workers' compensation coverage, and benefits required by law for its employees. This Agreement does not create an employment contract between the City or County and any individual with respect to continued employment or the provision of any benefit. The parties shall not have any statutory liability for any employee of the other party.

- 12.5 Force Majeure. Neither party is liable nor is it deemed to be in default for any delay or failure to perform its obligations under this Agreement to the extent, and for the period of time, that this failure is caused by an event or condition reasonably beyond the control of that party including, but not limited to, acts of God, civil or military authority, acts of public enemies, acts of terrorism, fires, floods, strikes or regulatory delay or restraint. The party invoking this provision shall give notice to the other party and shall use due diligence to remedy the event or condition of Force Majeure as soon as is reasonably possible. Each party acknowledges that it is bound to perform its obligation under this Agreement to the fullest extent possible taking into consideration the limitations caused by the event or condition of Force Majeure.
- 12.6 Amendment. Any change to a provision of this Agreement or any exhibits to it shall be made in writing and signed by both parties. It is acknowledged that no officer, agent, employee or representative of the other party has any authority to change the provisions of this Agreement or any exhibits to it unless expressly granted that specific authority by the party's governing body.
- 12.7 Assignment. Neither party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other. It is acknowledged by each party that no officer, agent, employee or representative of the other party has any authority to grant that assignment unless expressly granted that specific authority by the party's governing body.
- 12.8 Non-waiver. Any act of forbearance by either party to enforce any provision of this Agreement and any payment made in compliance with this Agreement shall not be construed as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of the right or privilege. Exercise of any right or remedy shall not impair, prejudice, or preclude the exercise of any other right or remedy under this Agreement.

12.9 Number and Gender. Words of any gender shall include any other gender and words in either number shall include the other, unless the context clearly indicates otherwise.

12.10 Headings. Headings may not be considered in contract interpretation.

12.11 Notices. All notices required under this Agreement shall be in writing. The notice is effective immediately if delivered in person to the person at the address set forth below. The notice shall be deemed to have been given to the party on the third day following mailing if placed in the United State Mail, postage prepaid, by registered or by certified mail, with return receipt requested. Each party may change its address for notice by giving notice of the change in compliance with the requirements of this section, and delivering the notice to the County Clerk for attachment to this Agreement no later than ten (10) days after the effective date of the notice.

12.11.1 Address of County. The address of County for all purposes under this Agreement shall be:

If by Mail

Cyd Grimes (or her successor)  
Purchasing Agent, Travis County  
P.O. Box 1748  
Austin, Texas 78767

If by Personal Delivery

Cyd Grimes (or her successor)  
Purchasing Agent, Travis County  
314 West 11th Street, Suite 401  
Austin, Texas 78701

And to:

Danny Hobby (or his successor)  
County Executive,  
Emergency Services  
Travis County  
P.O. Box 1748  
Austin, Texas 78767

Danny Hobby (or his successor)  
County Executive,  
Emergency Services  
Travis County  
5501 Airport Blvd, Suite 203  
Austin, Texas 78751

12.11.2 Address of City. The address of the City for all purposes under this Agreement shall be:

If by Mail

Marc Ott (or his successor)  
City Manager  
City of Austin  
P.O. Box 1088  
Austin, Texas 78767

If by Personal Delivery

Marc Ott (or his successor)  
City Manager  
City of Austin  
301 West 2<sup>nd</sup> Street  
Austin, Texas 78701

With copies to (registered or certified mail is not required)

If by Mail:

If by Personal Delivery:

Rhoda Mae Kerr (or her successor)  
Chief  
City of Austin Fire Department  
P.O. Box 1088  
Austin, Texas 78767

Rhoda Mae Kerr (or her successor)  
Chief  
City of Austin Fire Department  
4201 Ed Bluestein Blvd  
Austin, Texas 78721

And to:

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

Karen Kennard (or her successor)  
City Attorney  
City of Austin Law Department  
301 West 2<sup>nd</sup> Street  
Austin, Texas 78701

12.12 Non-Party Beneficiaries. No provision in this Agreement creates any rights in any person or entity that is not a party to this Agreement, and the rights to performance in this Agreement are only enforceable by the County and the City.

12.13 Term.

12.13.1 Initial Term and Potential Renewal on Mutual Agreement. This Agreement is effective on October 1, 2013, and shall continue for one year, unless terminated earlier in accordance with the terms of this Agreement. The parties may renew this Agreement, or portions of it as specified in the amendment renewing it, for up to four (4) additional terms of one year each, subject to the parties' rights of termination in this Agreement and the approval by Commissioners Court of County funding for each renewal term. The amount payable by County in any renewal term shall be as approved by Commissioners Court and City Council through the County and City budget processes and stated in the Exhibit C applicable to that renewal term, as incorporated in an amendment to this Agreement approved by Commissioners Court and City Council.

12.13.2 Budget Proposal Estimates. During any renewal term, each party shall provide the other party, by April 1, with the most current available estimates of all projected major costs related to the Agreement for the following renewal term, if any. These preliminary estimates shall include as many known major costs as possible, including estimates of compensation increases and assets that are scheduled for replacement. All new full-time equivalent positions (FTEs) that are anticipated to be requested

for the following renewal term should also be included in these estimates as early as possible. Each party shall continue to provide the other party with regular budget projection updates for the following renewal term, as well as any available cost projections for subsequent renewal terms to facilitate the budget planning process. Subsequent budget updates for the following renewal term should also be included in the quarterly expenditure reports that the City provides to the County.

12.13.3 Budget Submissions for Renewal Terms. At least 30 days before the time established by County for submission of budget materials, City shall provide County Executive ES all information necessary to comply with the budget process established by the Commissioners Court budget rules and the Travis County Planning and Budget Office. The parties acknowledge that all information submitted by the City under this subsection may change based on the final budget approved by the City Council.

12.13.4 Holdover Term. If this Agreement has not been renewed or renegotiated when the current term expires and City Council and Commissioners Court wish to continue the services and activities described in this Agreement while a renewal term is negotiated, the parties may agree in writing to holdover for up to one hundred and twenty (120) days. If the parties elect to holdover, the County Executive ES and the AFD Chief shall memorialize the holdover in writing and this Agreement shall remain in full force and effect, and each party shall continue to satisfy all of its obligations during the holdover period until an amendment for a renewal term of this Agreement is approved by the City Council and the Commissioners Court or a written notice of termination is provided by either party, whichever occurs first. During any holdover period, either party may terminate the Agreement upon thirty (30) days written notice.

12.14 Law and Venue. The Agreement is governed by the laws of the State of Texas and the United States of America. All obligations under this Agreement are performable in Travis County, Texas.

12.15 Severability of Provisions. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder shall continue to have full force and effect and shall in no way be impaired or invalidated by that holding.

12.16 Survival of Terms. If this Agreement is terminated, County's obligations under Exhibit C and subsection 9.5 for the final term shall survive the termination until the City has been satisfied in full for the period before the date of termination. In addition, if this Agreement is terminated each

party's obligations under the following subsections shall survive the termination until the other party has been satisfied in full: 4.4.5, 4.5, 4.7, 7.5, 7.6, 7.7, 8.6, 9.1, 9.3, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 11.2, 12.3, 12.4, 12.12, and 12.14. The AFD Chief and the County Executive ES shall meet within 30 days of termination to determine the manner and time by which billing and collection information for outstanding accounts for parties responsible for Hazardous Materials in Suburban County will be transferred to the County. If the parties wish to enter into an arrangement under which the City continues to provide billing and collection services for the County following termination, the terms and conditions of that arrangement shall be set forth in a separate agreement approved by Commissioners Court and City Council.

**13. Definitions.**

- 13.1 AFD Chief. "AFD Chief" means the Austin Fire Department Special Operations Chief or his designee or the individual designated by the Chief of the Austin Fire Department to perform the management and administrative duties of the City under this Agreement.
- 13.2 City. "City" means City of Austin, a Texas home rule municipality.
- 13.3 Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.
- 13.4 County. "County" means Travis County, a political subdivision of Texas.
- 13.5 County Executive ES. "County Executive ES", also referred to as "County Executive Emergency Services", means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement.
- 13.6 Dispatch and Utilization Protocols. "Dispatch and Utilization Protocols" means the criteria and guidelines that the dispatcher uses to determine which resources to send in response to a call for hazardous materials response services in the day to day operations, including the consideration of the current location of resources, the level of assistance needed, and other demands on the resources at that time.
- 13.7 Emergency Management Coordinator "Emergency Management Coordinator" means the individual designated by the County Executive ES to perform the coordination and management of emergent incidents in Suburban County.
- 13.8 Hazardous Materials and HazMat "Hazardous Materials" and "HazMat" mean all of the following applied so that the most restrictive governs the circumstance:

13.8.1 a hazardous substance and hazardous waste as defined in the OSHA Regulations (Standards—29 CFR) 1910.120 (a) (3) which state:

*Hazardous substance* means any substance designated or listed under (A) through (D) of this definition, exposure to which results or may result in adverse effects on the health or safety of employees:

[A] Any substance defined under section 103(14) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (42 U.S.C. 9601).

[B] Any biologic agent and other disease causing agent which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any person, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such persons or their offspring.

[C] Any substance listed by the U.S. Department of Transportation as hazardous materials under 49 CFR 172.101 and appendices; and

[D] Hazardous waste as herein defined.

and

*Hazardous waste* means --

[A] A waste or combination of wastes as defined in 40 CFR 261.3, or

[B] Those substances defined as hazardous wastes in 49 CFR 171.8.

13.8.2 as defined by the United States Department of Transportation Regulations 390.5 Definitions which states:

"...a substance or material, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated".

13.8.3 as defined in the Travis County Emergency Plan which states:

Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials,

and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

- 13.9 Austin Fire Department Policies, Procedures, and Operating Guidelines. means the Response Guidelines for Hazardous Materials Incidents and the document that is promulgated by the Austin Fire Department and referred to as the Austin Fire Department Policies, Procedures, and Operating Guidelines at the date of execution of this agreement which describes the minimum acceptable level of training and experience, of practice guidelines for HazMat Responders and HazMat Task Forces, and of quality of performance of HazMat Services applicable in Suburban County.
- 13.10 Hazardous Materials Response. "Hazardous Materials Response" means the emergency response services when there is a request for assistance that involves Hazardous Materials or substances believed to be Hazardous Materials at the time of the request which may occur when there is also a fire, medical emergency or other emergent incident in Suburban County.
- 13.11 Hazardous Materials Response Time. "Hazardous Materials Response Time" means the interval between the time when the Hazardous Materials call is received by the Communications Center designated by County and the time when the first Hazardous Materials Response arrives on the scene of the Hazardous Materials call, or reports its arrival to the designated communications center, whichever is later.
- 13.12 HazMat Equipment "HazMat Equipment" means any vehicles, trailers, and equipment designed to detect, contain, or mitigate events involving Hazardous Materials or other durable asset owned by County that may be used in providing HazMat Services which are listed in Attachment A, as amended from time to time.
- 13.13 HazMat Responder. "HazMat Responder" means a responder certified either as 1) a TCFP Hazmat Technician or 2) a TCFP Hazmat Operations Responder—who provides Hazardous Materials Response in Suburban County, satisfies all applicable OSHA 29 CFR 1910.120 and NFPA 472 requirements for Hazardous Materials responders.
- 13.14 HazMat Services "HazMat Services" includes dispatching trained HazMat Responders and appropriate HazMat Equipment to determine level of contamination and to take corrective actions to mitigate the incident if any are needed, actions of HazMat Responders while determining existence of contamination and taking corrective action, traveling to or from the scene, attending training to provide these services, or traveling directly to or from the training and any other services described in Hazardous Materials Operating Guidelines except for remediation services, all of which are provided on request.

- 13.15 Hazmat Task Force "Hazmat Task Force" means an integrated group of 8 City employees qualified as HazMat Responders, 5 Technician level, equipped with one rescue vehicle staffed with at least one rescue Captain and equipped with hazardous materials equipment and rescue equipment and additional resources as needed with appropriate Hazardous Materials capital assets and consumables used by City to provide HazMat Services within Suburban County.
- 13.16 Fiscal Year. "Fiscal Year" means the twelve month period that begins October 1 and ends on the following September 30.
- 13.17 Suburban County. "Suburban County" means those areas of Travis County located outside the corporate limits of Austin, but excludes any incorporated area in Travis County that does not have a current, written interlocal agreement with County for HazMat Services.

**14. Entire Agreement.** This Agreement replaces all prior contracts and all oral and written agreements between the parties regarding the subjects and terms of this Agreement. Any agreement, covenant or understanding that is not included in this document, including its Exhibits, has been superseded by this Agreement. The Exhibits which are a part of this Agreement and include promised performance under this Agreement are limited to the following:

- Exhibit A FY 2014 Inventory of County-Owned Vehicles in City Possession for Use in Hazmat Services
- Exhibit B FY 2014 Performance Measures and Reports
- Exhibit C FY 2014 Financial Formulas and Fees

**15. DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.

**16. EFFECTIVE DATE** This Agreement is effective on October 1, 2013.

**CITY OF AUSTIN**

By:   
 For Marc A. Ort, City Manager

Date: 01/03/2014

**TRAVIS COUNTY**

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

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

**EXHIBIT A****HazMat Equipment Lists**

An annual inventory of these items will be performed by the City to verify possession and document usage or consumption during the year.

**A.1 FY 2014 Inventory of County-Owned Vehicles in City Possession for Use in HazMat Services**

<b>Vehicles in Possession by City as of October 1, 2013</b>					
<b>TC Vehicle ID</b>	<b>Tx License</b>	<b>Chassis Year</b>	<b>Make</b>	<b>Vehicle Type and Color</b>	<b>Primary Assignment</b>
2524		2005	Ford / F350	Truck equipped with radio equipment, a light bar and a siren	Towing Hazmat trailer
2525		2005	Ford / F350	Truck equipped with radio equipment, a light bar and a siren	Towing Hazmat trailer
2526		2005	Ford / F350	Truck equipped with radio equipment, a light bar and a siren	Towing Hazmat trailer
2527		2005	Ford / F350	Truck equipped with mobile data computer and internet services supporting it, radio equipment, a light bar and a siren	Liaison/Maintenance vehicle
106485			Wells Cargo	Personal Protection Equipment/ Decontamination Trailer	Housing HazMat Equipment
106486			Wells Cargo	Entry/Decontamination/Mass-casualty Trailer	Housing HazMat Equipment
106487			Wells Cargo	Science HazMat Trailer	Housing HazMat Equipment

<b>Vehicles Returned as of December 1, 2013</b>					
<b>NONE</b>					
<b>TC Vehicle ID</b>	<b>Tx License Number</b>	<b>Chassis Year</b>	<b>Make</b>	<b>Vehicle Type and Color</b>	<b>Primary Assignment</b>

<b>Vehicles To Be Returned in FY-14</b>					
<b>NONE</b>					
<b>TC Vehicle ID</b>	<b>Tx License Number</b>	<b>Chassis Year</b>	<b>Make</b>	<b>Vehicle Type and Color</b>	<b>Primary Assignment</b>

## A.2 FY 2014 Inventory of County-Owned Capital Assets other than Vehicles

### TRAVIS COUNTY CAPITAL ASSETS

Item	Manufacturer	Model	Serial Number	Travis County Inventory Number
APD2000	Smiths Detection	2428800-30	2683	119918
APD2000	Smiths Detection	2428800-30	2640	119919
Area Rae - Unit 1	Rae Systems	PGM5120	280-500043	123231
Area Rae - Unit 2	Rae Systems	PGM5120	280-500044	123232
Area Rae - Unit 3	Rae Systems	PGM5120	280-500045	123233
Area Rae - Unit 4	Rae Systems	PGM5120	280-500046	123234
Area Rae - Unit 5	Rae Systems	PGM5120	280-500047	121005
Area Rae - Unit 6	Rae Systems	PGM5120	280-500048	121004
Area Rae - Unit 7	Rae Systems	PGM5120	280-500049	121003
Area Rae - Unit 8	Rae Systems	PGM5120	280-500050	121002
GasID	Smiths Detection	GasID	G000741205A	127085
GasID	Smiths Detection	GasID	G000691205A	127084
HazmatID	Smiths Detection	HazmatID (Not 360)	004690704A	
HazmatID	Smiths Detection	HazmatID (Not 360)	004710704A	120999
Ludlum Model 3	Ludlum	Model 3		104551
Ludlum Model 3	Ludlum	Model 3	175273	104552
Ludlum Survey Meter	Ludlum	2401-P	174892	104555
Ludlum Survey Meter	Ludlum	2401-P	174873	104556
Ludlum Survey Meter	Ludlum	2401-P	174908	104553
Ludlum Survey Meter	Ludlum	2401-P	174917	104554
MiniRae 2000	Rae Systems	PGM7600	111-003991	104195
MiniRae 2000	Rae Systems	PGM7600	110-003999	104194
MultiRae	Rae Systems	PGM-6228	MBB3Z080P6	138807
MultiRae	Rae Systems	PGM-6228	MBB3Z081P6	138806
MultiRae	Rae Systems	PGM-6228	MBB3Z077P6	138804
MultiRae	Rae Systems	PGM-6228	MBB3Z064P6	138805
ToxiRae II	Rae Systems	PGM-1190	029-900038	124490
ToxiRae II	Rae Systems	PGM-1190		1244488
ToxiRae II	Rae Systems	PGM-1190	029-903280	127113
ToxiRae II	Rae Systems	PGM-1190	023-901692	

Item	Manufacturer	Model	Serial Number	Travis County Inventory Number
Victoreen Survey Meter	Cardinal Health	Victoreen 190		123246
Victoreen Survey Meter	Cardinal Health	Victoreen 190		123247

Item	Manufacturer	Model	Serial Number	Travis County Inventory Number
802.11G Directional Antenna	LCom	16 dB		
802.11G Directional Antenna	LCom	16 dB		
'A' Suit Pressure Tester	Kappler		00234880	104227
CI2 'A' Kit	Indian Springs	'A' Kit	A-12985	
CI2 'A' Kit	Indian Springs	'A' Kit	A-12508	
CI2 'A' Kit	Indian Springs	'A' Kit	A-12984	
CI2 'B' Kit	Indian Springs	'B' Kit	B-13565	
CI2 'B' Kit	Indian Springs	'B' Kit	B-13280	
CI2 'B' Kit	Indian Springs	'B' Kit	B-13564	
CI2 'C' Kit	Indian Springs	'C' Kit	C-4472	
CI2 'C' Kit	Indian Springs	'C' Kit	C-4471	
CI2 'C' Kit	Indian Springs	'C' Kit		
CI2 'C' Kit	Indian Springs	'C' Kit		
CI2 'C' Kit	Indian Springs	'C' Kit		
Drager CMS	Drager	6405300	ARTE-0056	
Drager CMS	Drager	6405300	ARTE-0055	
Drager CMS	Drager	6405300	ARTE-0049	
Drager Colorimetric Hand Pump	Drager	Hand Pump	ARRE-F009	
Drager Colorimetric Hand Pump	Drager	Hand Pump	ARRE-F005	
EntryLink Camera System	Con-Space	SC-EL-300	EI3-000150	127078
EntryLink Camera System	Con-Space	SC-EL-300	EL3-000151	127082
HP Multifunction Printer	HP	F4180	CN79J5F1YP	
HP Multifunction Printer	HP	F4180		
ICS Vest Set				
ICS Vest set				
Inflatable Shelter	Zumro			
Inflatable Shelter	Zumro			
Light Mast	Akron	E-POD-PL-500		
Light Mast	Akron	E-POD-PL-500		
Light Mast	Akron	E-POD-PL-500		
MGP Dosimeter Programmer	MGP	LDM-220		

Item	Manufacturer	Model	Serial Number	Travis County Inventory Number
Motorola 6 bank Radio Charger	Motorola			
Motorola 6 Bank Radio Charger	Motorola	6 Bank charger		
Motorola 6 Bank Radio Charger	Motorola	HTN9005C		103690
Motorola APX Mobile Radio	Motorola	APX		
Motorola APX Mobile Radio	Motorola	APX		
Motorola APX Mobile Radio	Motorola	APX		
Motorola APX Mobile Radio	Motorola	APX		
Motorola ASTRO Mobile Radio	Motorola	ASTRO		
Motorola ASTRO Mobile Radio	Motorola	ASTRO		
Motorola Handheld Radio	Motorola	XTS 2500	205CEN1113	111929
Motorola Handheld Radio	Motorola	XTS 2500	205CEN1110	111931
Motorola Handheld Radio	Motorola	XTS 2500	205CEN1108	111932
Motorola Handheld Radio	Motorola	XTS 2500	205CEN1107	111930
Motorola Handheld Radio	Motorola	XTS 2500	205CEN1115	111924
Motorola Handheld Radio	Motorola	XTS 2500	205CEN1111	111927
Motorola Handheld Radio	Motorola	XTS 2500	205CEN1109	111933
Motorola Handheld Radio	Motorola	XTS 2500	205CEN1106	111928
Motorola Handheld Radio	Motorola	XTS 2500	205CEN1114	111926
Motorola Handheld Radio	Motorola	XTS 2500	205CEN1112	111925
Refridgerator	Haier			
Refridgerator	Haier			
Sked Stretchers (Bulk)	SKED	Yellow Hazmat Stretchers		
Thermal Gun	Exotech	50:1	11055238	
Thermal Gun	Exotech	50:1	11055216	
Throat Mic	Con-Space	SR65i	03842	
Throat Mic	Con-Space	SR65i	03839	
Throat Mic	Con-Space	SR65i	03845	
Throat Mic	Con-Space	SR65i	03848	
Throat Mic	Con-Space	SR65i	03843	
Throat Mic	Con-Space	SR65i	03847	
Throat Mic	Con-Space	SR65i	03841	
Throat Mic	Con-Space	SR65i	03846	
Throat Mic	Con-Space	SR65i	03840	
Throat Mic	Con-Space	SR65i	00837	104544
Throat Mic	Con-Space	SR65i	00835	104545
Throat Mic	Con-Space	SR65i	00839	104549
Throat Mic	Con-Space	SR65i	00834	104543
Throat Mic	Con-Space	SR65i	00836	104550

Item	Manufacturer	Model	Serial Number	Travis County Inventory Number
Throat Mic	Con-Space	SR65i	00833	104548
Throat Mic	Con-Space	SR65i	00840	104546
Throat Mic	Con-Space	SR65i	00838	104547
Throat Mic	Con-Space	SR65i	03844	
Throat Mic	Con-Space	SR65i	03849	
View Sonic Flat Screen TV	View Sonic			

### A.3 FY 2014 Inventory of County-Owned Supplies Subject to Consumption or Expiration in City Possession for Use in HazMat Services

#### TRAVIS COUNTY SUPPLIES

Item	Manufacturer	Model	Serial Number	Travis County Inventory #	Expiration Date
HazCat kit	HazTech Systems, Inc			TC105862	Expired
HazCat kit	HazTech Systems, Inc			TC124477	Expired
ToxiRae II Cl2	Rae	PGM-1190	029-900038	TC124490	12/2013
ToxiRae II Cl2	Rae	PGM-1190	029-900038	124490	12/2013
ToxiRae II CL2	Rae	PGM1190		TC124488	12/2013
ToxiRae II Cl2	Rae	PGM1190	029-903280	TC127113	12/2013
ToxiRae II SO2	Rae	PGM-1190	023-901692		12/2013

**EXHIBIT B**  
**FY 2014 Performance Measures and Reports**

Quarterly Performance Reports to be provided by the last business day of January, April, July, and October, the month following the end of the quarters.  
Annual Performance and Financial Reports to be provided on a fiscal year basis by December 1 of each year, except for the annual inventory of County-owned assets in use by City, which shall be submitted by May 15 of each year

FY 2014 Measure Name	Frequency of City/County Combined Data
Number of 911 calls related to Hazardous Materials incidents received by AFD	Annually or on-request
Austin -Travis County AFD Grade of Service (Percent of calls answered by AFD Communications staff within 10 seconds of first ring)	Annually or on-request
Average AFD Communications Call Processing Time (from receipt of call until dispatch of HazMat Responders)	Annually or on-request
The number of responses by Hazardous Materials Responders in Suburban County;	Annually or on-request
Response time statistics and goal compliance in Suburban County	Annually or on-request
Pre-plan and inspections for facilities maintaining hazardous materials in quantities determined by the HazMat Coordinator.	Quarterly
Inventory report of all HazMat Equipment stating the condition of, location of, and personnel responsible for each item and file the report with the County Executive ES	Annually
Total AFD Responses to Hazardous Materials incidents	Annually or on-request
Percentage of total AFD responses to Hazardous Materials incidents made into Suburban County (all AFD HazMat Responses)	Annually or on-request
90th Percentile AFD Response Time (from time call received by AFD Communications until arrival at scene)	Annually or on-request
90th Percentile AFD Suburban County Response Time (from time call received by AFD Communications until arrival at scene)	Annually or on-request
90th Percentile AFD City of Austin Response Time (from time call received by AFD Communications until arrival at scene)	Annually or on-request
If requested by County Executive ES recommends that additional information be reported, provide the recommended information when and to the extent that it can be retrieved by reasonable means from the records	Annually

FY 2014 Measure Name	Frequency of City/County Combined Data
Number of AFD Hazardous Materials Incidents within Suburban County	Annually or on-request
Number of AFD Hazardous Materials Responses within Suburban County	Annually or on-request
Number of AFD Hazardous Materials Incidents within City of Austin	Annually or on-request
Number of AFD Hazardous Materials Responses within City of Austin	Annually or on-request
Annual AFD Expenditure Report Controller's Office – City of Austin Detail Listing of Expenditures Vs. Budget	Annually or on-request
Monthly Task Force Call History Report: City/County responses by Hazardous Materials Responders	Annually or on-request
Fleet Maintenance Summary for County Vehicles	Annually or on-request
Fleet Fuel Summary for County Vehicles	Annually or on-request

## **Exhibit C**

### **FY 2014 Financial Formulas and HazMat Fees**

#### **C.1 Fees for FY 2014**

The term of this Agreement is for the period beginning as of October 1, 2013, and ending September 30, 2014.

The FY 2014 Annual Fee, based on the formula outlined in Section C.2 below, equals eighty thousand dollars (\$80,000). County shall pay City the annual fee within 30 days after submission of an invoice and the later of the execution of this Agreement and the effective date of this Agreement.

#### **C.2 Financial Formula for FY 2013 Annual Fee.**

The Annual Fee is based on two components: (1) the service fee, and (2) the application of the administrative rate to the service fee.

In order to accommodate countywide hazardous materials response, AFD will expand the Special Operations Battalion by 1 single company Haz Mat station and 3 additional Haz Mat Technician FTE positions at the three existing Haz Mat stations. Minimum daily Haz Mat Technician staffing levels will be increased from 13 to 19 per shift as well. Annual projected cost encumbrance to AFD is as follows:

1. Increased Haz Mat Technician assignment pay ( $\$150/\text{month} \times 15 \text{ personnel}$ ) = \$27,000
2. Increased annual initial certification costs to cover normal attrition due to additional HMT positions ( $3 \text{ personnel} \times \$700 \text{ instruction fee} = \$2100$ ) + TCFP certification ( $3 \times \$85 = \$255$ ) = \$2355
3. Increased annual Continuing Education, Advanced Level Training, and Professional Development (includes course/conference fees, travel, lodging, per diem, backfill, etc. based on 1 member to Hot Zone Conference - \$684, 48 hours backfill for Hot Zone Conference - \$2016 [ $\$42 \text{ per hour average OT rate}$ ], and 2 members to ODP courses - 72 hours backfill for members attending ODP courses - \$3024) = \$5724
4. Increased monitor/detector equipment calibration, maintenance, and sustainment costs = \$20,000
5. Increase to annual chemical suit inventory replacement schedule (2 Level A suit ensembles  $\times \$1265$  each, 8 level B suit ensembles  $\times \$200$  each) = \$4130
6. Annual miscellaneous equipment replacement costs (due to use, expiration, damage, etc) = \$2500
7. Annual vehicle maintenance and fuel costs for larger support vehicle inventory (4 F-350 tow platforms - \$2300 per year each, 3 equipment/command trailers - \$1300 per year each, and estimated annual fuel cost of \$5184 [ $36 \text{ gal per month} \times \$3 \text{ per gallon per F-350}$ ]) = \$18,284

8. Annual lease of 4 F-350 tow platforms and 3 equipment/command trailers to allow COA to self-insure each vehicle - \$1 per vehicle = \$7

Proposed contract pricing - \$80,000/year

1. Baseline FA5 (Haz Mat) Assignment Pay= \$27,000/year
2. Training = \$8079/year
3. Equipment maintenance/sustainment/fuel = \$44,921/year

### **C.3 Budget and Equipment Planning for FY 2015**

By March 15, 2014, each party shall provide the other party with the most current available estimates of all projected major costs that would relate to the Agreement for FY 2015. Budget updates shall include all plans by either party for the purchase of any new HazMat Equipment. Plans for new equipment should include input from the other party, before proposed budgets for new equipment are submitted.

### **C.4 Long Term Equipment Replacement**

City and County acknowledge that they understand the HazMat Equipment provided under this Agreement was purchased with funds provided through a grant from the United States Homeland Security Administration and as such the ownership of it cannot be transferred to City. City and County agree that County is not responsible for replacement of any HazMat Equipment.

# EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management  
Pete Baldwin, Emergency  
Mgmt. Coordinator*

*Fire Marshal  
Hershel Lee*

*Chief Medical Examiner  
Dr. David Dolinak*

*STAR Flight  
Casey Ping, Program  
Director*

## MEMORANDUM

**To:** Cyd V. Grimes, C.P.M., Purchasing Agent

**From:** Danny Hobby, County Executive, Emergency Services

**Date:** January 9, 2014

**Subject:** Interlocal Agreement with City of Austin to provide for the delivery of HazMat Services within Suburban County

This written memorandum is to request your office to process for Court consideration and action the attached interlocal agreement between the City of Austin and Travis County for hazmat services which includes providing resources for the evaluation of hazardous incidents. This process has been on-going between various stakeholders to develop a regional hazmat program.

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

Travis County received a grant in 2000 to purchase hazmat equipment to evaluate hazmat incidents within Suburban County. In 2004 four HazMat response teams were formed using Emergency Services Districts staff. In 2010 Travis County created a Hazardous Materials Coordinator position that was funded through an Urban Area Security Initiative grant. This grant ended in December 2012. The Commissioners Court approved funding through FY13 for this position. In 2013 the Emergency Services Districts announced financial constraints and would not be able to continue funding the HazMat response teams. In September 2013 the Court approved funding for continuation of the Hazardous Materials Coordinator and funding for contracting with the City of Austin for providing HazMat resources for Suburban County.

The purpose of the Agreement is to have City of Austin resources to evaluate incidents and assign an appropriate response for mitigation and containment of chemical, biological, nuclear or radiological events in Suburban County.

The Agreement establishes a cooperative working relationship between Travis County and the City of Austin through its Fire Department and integrates their efforts by sharing personnel, equipment, technology and data for use in the management of hazardous material containment, especially in responding to hazardous materials incidents. Travis County shall use its Hazardous Materials Coordinator as a liaison in the relationship.

**STAFF RECOMMENDATIONS:**

Emergency Services recommends approval of the Agreement.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The Agreement calls for an annual fee of \$80,000, based on two components: (1) the service fee, and (2) the application of the administrative rate to the service fee.

The County's \$80,000 was approved by Commissioner's Court in September 2013. Funds will come from the FY-2014 Emergency Services budget as follows:

\$80,000	1470040001	511830	Funds Reservation No. 300001020
----------	------------	--------	---------------------------------

Thank you for your assistance in this request.

**REQUIRED AUTHORIZATIONS:**

Barbara Wilson, County Attorney  
Cyd Grimes, Purchasing Office  
Marvin Brice, Purchasing Office  
Mike Long, Purchasing Office  
Kapp Schwebke, Auditor's Office  
William Derryberry, PBO

**ATTACHMENTS:**

Interlocal Agreement between the City of Austin and Travis County for Hazmat Services  
Funds Reservation Document



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** J. Lee Perry/49724; Marvin Brice, CPPB, Assistant Purchasing Agent

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Modification No. 1 to Contract No. 4400001509 with Patin Construction for NE Metro Park BMX Track Amenities Construction Project.

- **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 NE Metro Park is a 400 plus acre metro park located in Precinct 2. The current parks amenities includes; open play meadow, pavilion, picnic tables, BBQ pits, playscapes, parking areas, trails, basketball courts, soccer/football fields, baseball/softball fields, cricket field, restrooms and skatepark.
- The NE Metro Park BMX Track Amenities Construction Project includes improvements to the cricket field parking, new roads, BMX track parking, landscaping, irrigation, water/wastewater, electric, pre-fab restroom and registration booth.
- Change Order number one (1) is needed to add the BMX track to the amenities construction contract. This will include, shaping the track, final track construction, asphalt turns, concrete starting hill, starting gate, irrigation, electrical, PA system and computer registration system. This change order is in the amount of \$396,758.08, and increases the contract amount from \$1,602,006.80 to \$1,998,764.88. The total amount increased of this change order is over the threshold amount for increases and therefore requires court approval.
- **Contract Expenditures:** Within the last 12 months \$178,208.79 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$1,602,006.80

Contract Type: Construction

Contract Period: Through Completion

➤ **Contract Modification Information:**

Modification Amount: \$396,758.08

Modification Type: Construction

Modification Period: Through Completion

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Funds Reservation in SAP: 300000858 & 300000981

Funding Center(s):

Comments:

**TRANSPORTATION AND NATURAL RESOURCES**

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

**MEMORANDUM**

**DATE:** December 13, 2013

**TO:** Marvin Brice, Assistant Purchasing Agent

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

**SUBJECT:** Construction Change Order #1 for the NE Metro Park BMX Amenities  
Construction Project  
Contract No. 4400001509

The following information is provided for your use in preparing a request to Commissioners Court for the approval of Construction Change Order #1 for the NE Metro Park BMX Amenities Construction Project.

**Proposed Motion:**

Consider and take appropriate action on a request to approve Construction Change Order # 1 for the NE Metro Park BMX Amenities Construction Project in Precinct Two.

**Summary and Staff Recommendations:**

The NE Metro Park BMX Amenities Project is a voter approved bond project. In March 2012, Travis County entered into a Professional Service Agreement with Halff Associates, Inc. for the design, bidding, and construction phase services of the park improvements for the cricket field and amenities for the proposed BMX track. Improvements included new roads and parking lots, landscaping, irrigation, water, as well as wastewater and electric services to the site. The construction documents for these amenity improvements were completed in May 2013 and went to bid in July 2013. In August 2013, the construction contract was awarded to Patin Construction, LLC through the competitive bidding process.

In June 2013, Travis County entered into a Professional Services Agreement with STANTEC for the design services of the BMX track layout. The construction documents for the BMX track improvements were completed in October 2013.

The current construction contract amount is \$1,602,006.80. With Change Order #1, in the amount of \$396,758.08, this will increase the contract amount to \$1,998,764.88. Work added in Change Order #1 includes the construction services to complete the BMX track based off of the construction documents from STANTEC.

**Budgetary and Fiscal Impact:**

Funding for this construction contract is from the 2005 and 2011 bond funds. Sources of funding required for this change order is provided in the following:

	WBS Element: PKCN.149.000001		
Funds Reservation	300000858	300000981	
Fund	4082	4060	4064
Fund Center	14902200000	14902200000	14902200000
GL	522030	522030	522030
IO		600016	600016
Amount	\$ 47,786.10	\$ 259,188.14	\$ 89,783.84
	<b>Total Funds Reserved \$396,758.08</b>		

**Background:**

NE Metro Park is a 400+ acre metro park located at 2703 Pecan Street. Improvements for the park consist of parking lots for the BMX and cricket locations, a new Park road off of Killingsworth Lane extending to the BMX and cricket parking lots, prefabricated restrooms, a BMX track, lighting for the parking lots, sport lighting for the track, water and electric services from the street to the site, landscaping, and irrigation. In addition, the BMX Track design and layout meet the necessary site restrictions and all USA BMX and Union Cycliste Internationale (UCI) standards and guidelines for a National Level BMX Race Track Facility.

Attachments: Change Order Form and Log

- CC: Cyd Grimes, C.P.M., Purchasing Agent  
 Lee Perry, Purchasing  
 Charles Bergh, TNR Parks  
 Robert Armistead, TNR Parks  
 Kurt Nielsen, TNR Parks  
 Morgan Cotten, P.E., TNR Public Works  
 Steve Sun, P.E., TNR Public Works  
 Odette Tan, P.E., TNR Public Works  
 Donna Williams-Jones, TNR Financial Services  
 Isabelle Lopez, TNR Financial Services  
 Tawana Gardner, TNR Financial Services

**TRAVIS COUNTY - TNR  
CHANGE ORDER REQUEST FORM**

( NE Metro Park BMX Track Amenities

**Project Name:**  
**Contractor:**

**Contract No.:** 4400001509

**Change Order Description:**  
Additional Construction services to add the BMX track

**This change order is requested for the following reason(s):**  
Additional Construction services to add the BMX track

NEW BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	CURRENT CHANGE ORDER QUANTITIES			REVISED CONTRACT QUANTITIES			CURRENT CONTRACT QUANTITIES		
			C.O. QTY	UNIT PRICE(\$)	C.O. AMOUNT	QTY	UNIT PRICE(\$)	NEW AMOUNT	QTY	UNIT PRICE(\$)	PREVIOUS AMOUNT
71	Mobilization	LS	1	\$19,500.00	\$19,500.00						
72	Fill-Onsite Soil-Track Base, Hill and VIP-Labor Only	CY	4710	\$8.50	\$40,035.00						
73	Import Fill-Clay (80% clay/ 20% sand)-aver. 3' profile-Labor Only	CY	5615	\$5.00	\$28,075.00						
74	Soil Stabilizer Agent-Soiltac	SF	11370	\$2.00	\$22,740.00						
75	Slot Drain-5"-Bottom of Start hills	LF	66	\$300.00	\$19,800.00						
76	4" Bituminous Pavement-No Base Material	SF	9490	\$4.00	\$37,960.00						
77	4" Painted Striping-Start Hill & Berms	LF	2682	\$4.00	\$10,728.00						
78	4' Painted Arrow Diagrams	EA	31	\$150.00	\$4,650.00						
79	Epoxy Sport Coat Coating-Start Hill Ramp Front	SF	2141	\$5.00	\$10,705.00						
80	Keystone Interlocking Retaining Wall 12"x12" block	SF	2660	\$28.00	\$74,480.00						
81	Tuff Blocks-2'x2'x3"-Custom Logo	EA	36	\$150.00	\$5,400.00						
82	Dasher Boards-Start Hill	LF	104	\$173.00	\$17,992.00						
83	Banners-Start hill-Finish Line	EA	2	\$2,000.00	\$4,000.00						
84	Seeded Grass-Bermuda Variety	SF	34468	\$0.06	\$2,068.08						
85	6" Concrete-Start Hill-Reinforced	SF	2871	\$6.00	\$17,226.00						
86	4" Concrete-Reinforced	SF	602	\$4.50	\$2,709.00						
87	2" Pipe Guard Rails-Staging Ramp and Chutes	LF	160	\$110.00	\$17,600.00						
88	2" Pipe-Guard Rails-Gate Operator Box	LF	42	\$125.00	\$5,250.00						
89	LED Light Stand-Cartessa-AGC 4P	EA	2	\$450.00	\$900.00						
90	Air Compressor	EA	1	\$850.00	\$850.00						
91	Rapid Start Air Ram-4"	EA	1	\$850.00	\$850.00						
92	Automated Gate Controller-Brain Box	EA	1	\$975.00	\$975.00						
93	TARA Speakers	EA	2	\$100.00	\$200.00						
94	Elite Series 8 person Drum Gate	EA	1	\$25,000.00	\$25,000.00						
95	PA System	EA	1	\$10,000.00	\$10,000.00						
96	Starting Hill and Finish Line Truss- Aluminum	EA	2	\$5,500.00	\$11,000.00						
97	Computer Registration System	EA	1	\$2,000.00	\$2,000.00						
98	2" Conduit-Gate Electric/ Air Hose	LF	271	\$15.00	\$4,065.00						
<b>TOTAL</b>						<b>\$396,758.08</b>					

Materials \$ 223,775.00  
 Services \$ 172,983.08  
**TOTAL \$ 396,758.08**

**NET OVERRUN/(UNDERRUN) \$396,758.08**

TIME Extension: 90 Days

**TRAVIS COUNTY - TNR  
CHANGE ORDER REQUEST FORM**  
Modification No: 1

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

**REQUESTED BY:**

  
\_\_\_\_\_  
Contractor  
12/13/13  
\_\_\_\_\_  
Date

**NOTICE to the CONTRACTOR:**

This is your authority to proceed with this work at the rates indicated above.

**RECOMMENDED FOR APPROVAL BY:**

  
\_\_\_\_\_  
Project Manager  
12/13/2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Division Manager  
12/13/2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Public Works Director  
12/13/2013  
\_\_\_\_\_  
Date

**APPROVED:**

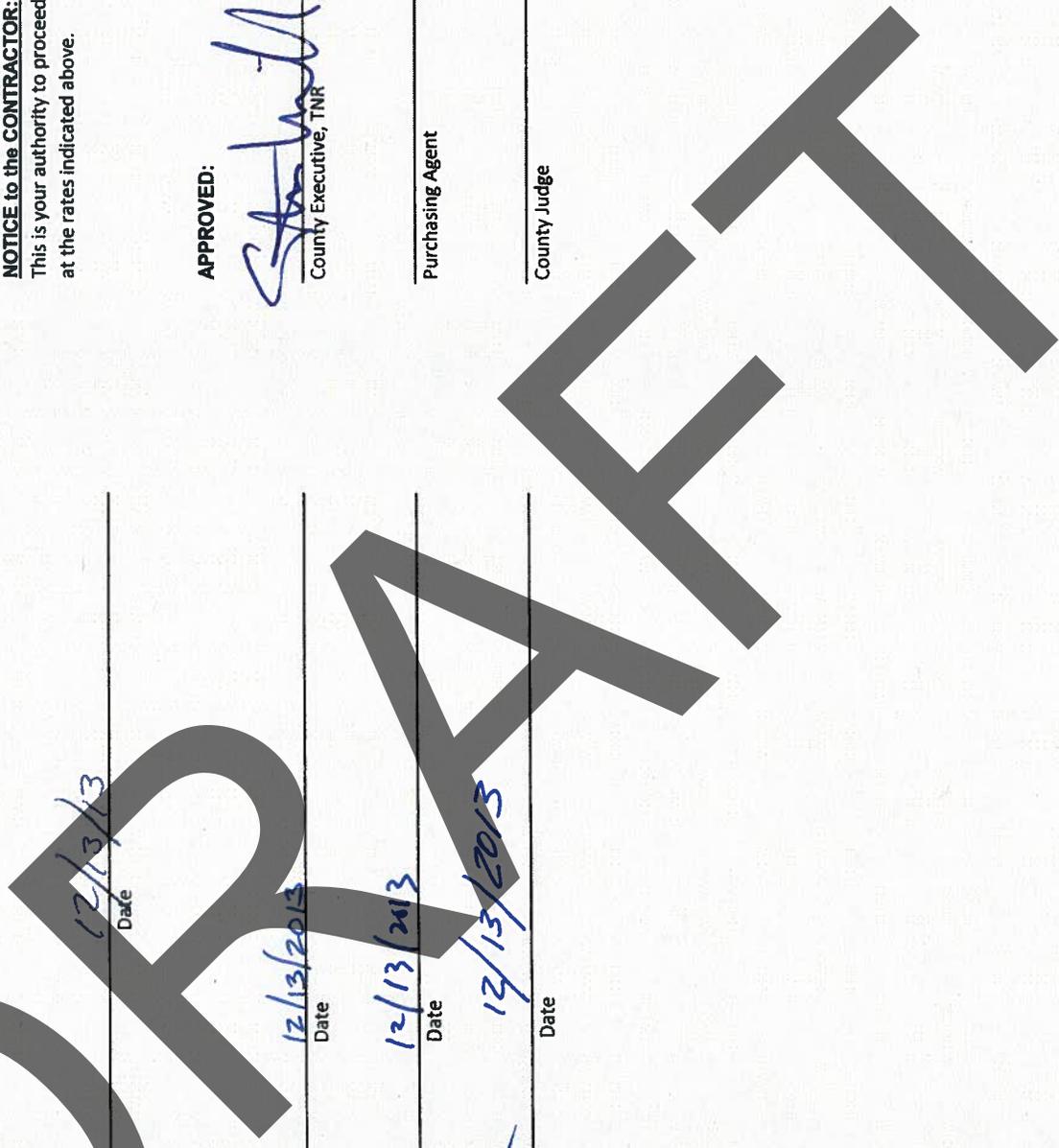
  
\_\_\_\_\_  
County Executive, TNR  
12/20/13  
\_\_\_\_\_  
Date

Purchasing Agent

\_\_\_\_\_  
Date

County Judge

\_\_\_\_\_  
Date



*CWD*



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** David Walch 46663; Marvin Brice 49765

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Contract No. 4400001665, Mary Clare Porter, Sexual Assault Nurse Examiner Services (SANE), to provide forensic examinations for sexual assault victims and suspects.**

- **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.

Sexual Assault Nurse Examiners perform specialized forensic examinations for sexual assault victims and evidence collection. Contract 4400001665 is a new contract adding Mary Clare Porter to the certified Sexual Assault Nurse Examiner Services approved roster.

The Office of the Attorney General (OAG) sets the rates that may be charged for these services. In addition, such services are reimbursable by the OAG, up to a maximum \$700 per occurrence.

This contract is for professional services and therefore exempt from competitive bidding and competitive proposal requirements in the County Purchasing Act, TEX. LOC. GOVT CODE ANN. SEC. 262.023. An exemption order for medical services was approved by the court on September 12, 2000.

Subject to continued funding by the Commissioners Court, this contract shall automatically renew each October 1 for a term of one year for five (5) renewal terms concluding September 30, 2019.

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

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: As Needed Basis  
Contract Type: Professional Services Agreement  
Contract Period: 1-21-14 to 9-30-13 (5-Renewal Terms)

➤ **Funding Information:**

- SAP Shopping Cart:
- Funding Account(s): 001-3725-563-6313
- Comments: on an as needed basis



Greg Hamilton, Travis County Sheriff

# MEMORANDUM

---

**DATE:** September 23, 2013

**TO:** Phyllis Clair, Major, Sheriff's Office *Phyllis Clair*

**THROUGH:** Paul Matthews, Finance Director, Sheriff's Office *PM*

**FROM:** Mary Swanson, Lead Accountant, Sheriff's Office *MS*

**SUBJECT:** Austin/Travis County Sexual Assault/Forensic Nurse Examiners

The purpose of this memorandum is to request your approval for the addition of Molly Ann Harfdush and Mary Clare Porter to the Austin/Travis County Sexual Assault/Forensic Nurse Examiners contract. Jenny Black, RN, CA-ANE, SANE-A has made this request and provided us the attached list.

If you have any questions, please contact Priscilla Svetlik at 512-854-8403.

Approved *Phyllis Clair* *9/23/13*  
 Signature Date

Denied \_\_\_\_\_  
 Signature Date

Attachment:  
Revised Austin/Travis County Sexual Assault/Forensic Nurse Examiners  
(September 2013)

**AUSTIN/TRAVIS COUNTY SEXUAL ASSAULT NURSE EXAMINERS  
9/2013**

<b>Name</b>	<b>Title</b>
Julie Gibbs	RN, CA-SANE, SANE-A
Jenny Black	RN, SANE-A, CA-SANE
Linda Sifuentes	RN, CA-SANE
Anne Martin	RN, MSN, MSSW, CA-SANE, SANE-A
Kat Gann	RN, MSN, SANE-A, CA-SANE
Moira Foley	RN, SANE-A, CA/CP SANE
Kaamileh Hamid	RN, CA-SANE
Molly Harfoush	RN
MaryClare Porter	RN
Mary Alice Warner	RN, CA-SANE

**PROFESSIONAL SERVICES  
AGREEMENT/CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**MARY CLARE PORTER**

**FOR**

**SEXUAL ASSAULT NURSE EXAMINER SERVICES**

**CONTRACT NO. 4400001665**



**Travis County Purchasing Office**

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STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**PROFESSIONAL SERVICES AGREEMENT  
SEXUAL ASSAULT NURSE EXAMINER SERVICES**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Mary Clare Porter, (the "CONTRACTOR").

**WHEREAS, COUNTY** desires to obtain the services of certified Sexual Assault Nurse Examiners to perform specialized forensic examinations for sexual assault victims and evidence collection for persons twelve (12) and older if male, and pubescent and beyond if female: and to also include suspect examinations and blood/body fluid collections;

**WHEREAS, CONTRACTOR** has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

**NOW, THEREFORE, COUNTY and CONTRACTOR** agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4 "Parties" mean Travis County and Mary Clare Porter.
- 1.5 "Is doing business" and "has done business" mean:
  - 1.5.1 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,
  - 1.5.2 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;
  - 1.5.3 **but does not include**
    - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
    - 1.5.3.2 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 Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "Sheriff" means the Honorable Gregory Hamilton, the Travis County Sheriff, or his successor.
- 1.8 "Client" means a sexual assault victim, and/or suspect.
- 1.9 "Contract Funds" means all funds paid by County pursuant to Section 4.0 of this Contract.
- 1.10 "Department" means the Travis County Sheriff's Office.
- 1.11 "Fiscal Year" means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.

## 2.0 TERM

- 2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2014, unless sooner terminated as provided herein.
- 2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.
- 2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

## 3.0 CONTRACTOR'S RESPONSIBILITIES

- 3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.
- 3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.
- 3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the SHERIFF and may rely on all factual information supplied by the SHERIFF in response to these requests. However SHERIFF shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- 4.1.1 Not to exceed amount: NA-As needed Basis
- 4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall invoice COUNTY monthly for services performed pursuant to this Contract. Invoices shall be submitted by the 10<sup>th</sup> of the month immediately following the month in which the services were rendered. Invoices shall contain the following information.

- 4.4.1 Name of Travis County Client for whom payment is requested (masked by confidentiality);
- 4.4.2 Description of Services provided;
- 4.4.3 Rate of Services; and
- 4.4.4 Total Amount

The Contractor shall attach the appropriate supporting documentation, when necessary, for each client for whom payment is requested. Original invoices shall be sent to:

Travis County Sheriff's Office - Fiscal  
PO Box 1748  
Austin, TX 78767  
Fax 512/854-9185

4.5 Overpayment and Disallowed Payments.

4.5.1 CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.5.2 CONTRACTOR expressly acknowledges and agrees that Contractor shall be liable to County for any payments disallowed pursuant to financial, performance and compliance audit(s) with respect to Contract Funds. Contractor further acknowledges and agrees that reimbursement to County of any disallowed payments shall be paid by Contractor from funds other than Contract Funds.

4.6 Taxpayer Identification. CONTRACTOR 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, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 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 CENTER to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CENTER, or an agent or assignee of CENTER until:

- 4.8.1.1 the County Treasurer notifies CENTER in writing that the debt is outstanding;
- and
- 4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CENTER to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CENTER may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Psychological / Psychiatric services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

## 6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the SHERIFF with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

## 7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY

ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract: Contractor shall forfeit all benefits of the contract and County shall retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

(A) Contractor was doing business with any Key Contracting Person at the time of execution of the contract or had done business during the 365 day period immediately prior to the date on which it is executed; or

(B) Contractor does business with a Key Contracting Person at any time after the date on which the contract is executed and prior to full performance of the contract.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services & Performance Measures
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:  
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E –Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. CPPO (or her successor)  
Travis County Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

The Honorable Gregory Hamilton (or his successor in office)  
Travis County Sheriff  
PO Box 1748  
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Mary Clare Porter  
710 Lost Valley Road  
Dripping Springs, TX 78620

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The SHERIFF or designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The SHERIFF shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The SHERIFF may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV.

PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the SHERIFF.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. 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 limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Certificate of Contractor. The Contractor certifies that neither the Contractor nor any members of the Contractor's firm nor any Subcontractor has:

7.19.1 Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for the Contractor) to solicit or secure the work provided by the Contract.

7.19.2 Agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Contract.

7.19.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for the Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Contract.

7.19.4 Been suspended or debarred from federal or state procurement.

The Contractor further agrees that this certification may be furnished to any local, state or federal government agencies in connection with this Contract and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

#### 7.20 Interpretational Guidelines

7.20.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

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

7.20.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.21 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.22 County Monitoring. The Contractor will be monitored by the Sheriff (or his designee) for compliance with the requirements of this Contract.

7.23 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee

that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Mary Clare Porter

Travis County

Mary Clare Porter, RN SANE

\_\_\_\_\_

By: Mary Clare Porter, RN SANE  
Name and Title (Printed)

By: Samuel T. Biscoe  
Travis County Judge

Date: 10-25-13

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

Approved as to Legal Form By:

\_\_\_\_\_  
Assistant County Attorney

Approved by Purchasing:

\_\_\_\_\_  
Cyd Grimes, C.P.M., CPPO Purchasing Agent

**ATTACHMENT A**  
**SCOPE OF SERVICES**

Contractor shall provide forensic sexual assault examination and evidence collection services for COUNTY. Contractor will practice within the guidelines and bylaws of the ATC Program and shall follow the Policy and Procedure for SANE nurses providing care through St. David's Medical Center.

Under the terms and conditions of this agreement, Contractor shall conduct sexual assault examinations and suspect examinations as requested and directed by Travis County Sheriff's Office (TCSO).

Once a SANE examination is approved by law enforcement, the charge nurse of the Emergency Department is notified by law enforcement to contact the SANE on call. The call schedule and contact numbers are located in the Doctor On-Call Book in the Nurse's Station in the Emergency Department. There is an expectation of 7 day/24 hour coverage.

When it is deemed necessary to utilize a SANE for collection of forensic evidence from a suspect, the protocol will be to contact the on-call SANE nurse to collect the evidence. A SANE will contact the appropriate law enforcement officer and arrange for the evidence collection, as needed by law enforcement.

Contractor shall meet and maintain all minimum requirements set by the federal, state, and local law, rules and regulations during the term of this Contract, including but not limited to, licensing and training requirements.

Contractor agrees that once a forensic exam is begun it must be continuous until completed.

The SANE will arrive within one hour of activation upon request of TCSO.

Contractor shall submit an invoice to TCSO upon the rendition of services in accordance with the Contract. TCSO will provide a W-9 Taxpayer Identification Form to the billing SANE for their signature.

Contractor shall provide and maintain malpractice insurance, at his/her own expense, with companies admitted to do business in the State of Texas.

Contractor shall maintain all professional records, including verification of insurance and licensing. This information shall be available to any representative of TCSO for review at any reasonable time.

It is understood by this Agreement that Contractor shall be at all times an independent contractor and is not an agent or employee of the County or TCSO. It is also understood by this Agreement that Contractor has the professional ability and expertise, and any necessary professional degrees, licenses, or certifications and is willing to provide these services to COUNTY.

**Definitions:**

**Sexual Assault Examination:** The use of a sexual assault evidence collection kit designed for the purpose of gathering biological and trace evidence from a victim who is deemed to have been sexually assaulted within ninety six hours of either presenting himself/herself to a hospital or notifying TCSO, and, after interviewing/reporting, it is deemed necessary to utilize a forensic examination with evidence collection. A forensic examination includes obtaining a history from the patient, a detailed head-to-toe physical examination looking for trauma, a detailed ano-genital examination looking for trauma, and the collection of evidence. The examination may include the use of a colposcope and video/printing/photography. This examination includes any laboratory results and the presentation of any video prints/photographs obtained during the forensic examination, including any written interview documents, graphs, charts, or opinions, and the packaged evidence included inside the sexual assault evidence collection kit.

**Suspect Examination:** The use of a suspect evidence collection kit designed for the purpose of gathering biological and trace evidence, as well as biological samples from a person who has been identified as a suspect of a sexual assault/abuse. Upon request of TCSO, this examination would include any written interview documents, graphs, charts, or opinions, and the packaged biological samples and/or evidence included inside the suspect evidence collection kit.

**Blood/Body Fluid Collection:** The collection of blood/body fluids for forensic analysis/biological sampling of any person, victim or suspect. This would include use of either a sexual assault evidence collection kit or a suspect evidence collection kit and the appropriate forensic paperwork, and maintenance of chain-of-custody.

**Forensic Evaluation:** A forensic sexual assault examination without biological evidence collection designed for the purpose of gathering physical evidence, documentation of the presence of physical trauma to a victim who is deemed to have been sexually assaulted, after presenting himself/herself to a hospital or notifying TCSO, and after interviewing/reporting, it is deemed necessary to utilize a forensic examiner for the purposes of a forensic examination. A forensic exam may include the use of a colposcope and video printing/photography, a history from the patient, a detailed head-to-toe physical examination looking for trauma, and a detailed ano-genital examination looking for trauma with the precise injury documentation, laboratory results and including any written interview documents, graphs, charts, or opinions.

**ATTACHMENT B  
FEE SCHEDULE**

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor as follows:

**A. Sexual Assault Exams**

CPT Codes	Amount	Description
99285	\$195.00	Sexual Assault Exam, without use of colposcopy
99499	\$106.00	Evaluation & Management
57542	\$233.00	Sexual Assault Exam, with use of colposcopy
46600	\$71.00	Anoscopy
99000	\$20.00	Specimen Handling
36415	\$20.00	Venipuncture
99050	\$20.00	After Hours (4:30PM-10:00PM Mon-Sat)
99056	\$39.00	Sunday or Holiday
99052	\$39.00	Night Hours (10:00PM-8:00AM Mon-Sat)
99170	\$128.00	Anogenital Exam
99199	\$100.00	Anogenital exam utilizing digital photography (high resolution) - in adult females, adult males, or children suspected of trauma.

**In addition** to the above CPT Codes, other CPT Codes approved by the Office of Attorney General for the purposes of a SANE exam will be paid at the current reimbursement rate set by the Office of Attorney General.

- B. Sexual Assault Examination (Call-out with no exam performed), the sum of two hundred dollars (\$200.00).
- C. Suspect Examination, (Including collection of Blood/Body Fluid), the sum of one hundred seventy-five dollars (\$175.00).
- D. Suspect Examination (Call-out with no examination performed), the sum of seventy-five dollars \$75.00.
- E. Forensic Evaluation, the sum of one hundred fifty dollars (\$150.00).
- F. Forensic Evaluation (Call-out with no examination performed), the sum of one hundred fifty dollars (\$150.00).
- G. Blood/Body Fluid Collection ONLY, (From suspect), the sum of one hundred dollars (\$100.00).
- H. Blood/Body Fluid Collection ONLY, (Call-out with no examination performed), the sum of seventy five dollars (\$75.00).

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

## II. Specific Requirements

### A. Transportation / Personal Auto

If NO transportation service (s) of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance.

### B. Professional Liability and/or E & O Insurance

1. Minimum Limit: \$1,000,000 per Occurrence,
2. If coverage is written on claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

**ATTACHMENT D**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 10-25-13  
Name of Affiant: MaryClare Porter  
Title of Affiant: R.N. SANE  
Business Name of Proponent: Austin/Travis County SANE  
County of Proponent: Travis

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.

MaryClare Porter R.N. SANE  
Signature of Affiant

710 Lost Valley Rd., Dripping Springs, TX 78620  
Address

SUBSCRIBED AND SWORN TO before me by MaryClare Porter on 11/1/, 2013

Rhonda Faye Manor Coombes



Notary Public, State of Texas

Typed or printed name of notary  
My commission expires: May 21, 2016

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**October 9, 2013**

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar*	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Bruce Todd*	
Commissioner, Precinct 2 (Spouse) .....	Elizabeth Christian	Consultant
Executive Assistant .....	Sara Krause*	
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 & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer .....	Tanya Acevedo	
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 .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
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	
Attorney, 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  
 Purchasing Agent Assistant IV.....CW 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.....David Walch  
 Purchasing Agent Assistant III.....Michael Long, CPPB  
 Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III.....Sydney Ceder\*  
 Purchasing Agent Assistant III.....Ruena Victorino\*  
 Purchasing Agent Assistant III.....Rachel Fishback\*  
 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>
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
Commissioner, Precinct 2 .....	Sarah Eckhardt ...	05/ 31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14

\* - Identifies employees who have been in that position less than a year.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

- 1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? YES NO

- 5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

[X] The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

[ ] The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

MaryClare Porter, RN, SANE
Mary Clare Porter, RN SANE

645-01-1820
10-25-13

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative



# Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, January 14, 2014

**Prepared By/Phone Number:** Sydney Ceder, 512-854-9882

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Interlocal Agreement with the Texas20 Purchasing Cooperative for the Purchase of Food, Kitchen Equipment and Commodity Processing Services.**

➤ **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 Interlocal Agreement will allow the Gardner-Betts Juvenile Facility to purchase food, kitchen equipment and commodity processing services from the Texas20 Purchasing Cooperative administered by the Education Services Center, Region 20.

This interlocal is possible pursuant to the authority granted by the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, providing for the cooperation between local governmental bodies.

➤ **Contract Related Information:**

Award Amount: N/A (As Needed)

Contract Type: Cooperative

Contract Period: January 14, 2014 – January 13, 2015

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: N/A

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.

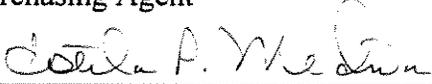


## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

**TO:** Cyd Grimes  
Purchasing Agent

**FROM:**   
Estela P. Medina  
Chief Juvenile Probation Officer

**RE:** Texas 20 Purchasing Cooperative

**DATE:** January 8 , 2014

The Travis County Juvenile Probation Department would like to request the opportunity to participate in the Texas 20 Purchasing Cooperative (CO-OP), organized and administered through the Education Service Centers, serving Region 20 and Region 13 (Austin, TX). The CO-OP will identify vendors and providers who meet the requirements of the Texas Department of Agriculture's Breakfast and Lunch reimbursement program. These vendors would be providing food items for youth in our Detention and Residential programs.

Please contact me or Michael Williams with our staff (512) 854-7011 for any additional information that you may need from us.

Thank you for your assistance with this matter.

cc: Sylvia Mendoza  
Mary Nieves  
Michael (Mike) Williams  
Chris Hubner



**RESOLUTION / INTER-LOCAL AGREEMENT**

WHEREAS, it is the intent of **Travis County, on behalf of the Travis County Juvenile Probation Department** to join and participate in the TEXAS 20 Purchasing Cooperative (formerly known as 2013 purchasing co-op), being organized and administered by the Education Service Center, Region 20 and Education Service Center, Region 13.

WHEREAS, authority for this commitment is authorized by Article 791.011 Inter-local Cooperation Act as amended and would allow for substantial savings to be realized by volume purchasing of specific commodity items.

BE IT RESOLVED, that **Travis County, on behalf of the Travis County Juvenile Probation Department** hereby joins in and elects to participate in the TEXAS 20 Purchasing Cooperative being organized and administered by the Education Service Center, Region 20 and Education Service Center, Region 13 and acknowledges obligation to pay annual participation fee established by Education Service Center, Region 20.

BE IT FURTHER RESOLVED, that **Travis County, on behalf of the Travis County Juvenile Probation Department** hereby authorizes its County Judge to execute such documents as are appropriate and necessary to implement the Entity's participation in said TEXAS 20 Purchasing Cooperative.

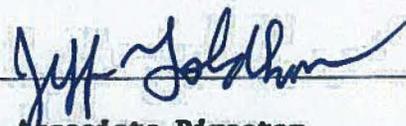
We certify the foregoing is a true and correct copy of the resolution duly adopted by the

\_\_\_\_\_ **Commissioners Court** \_\_\_\_\_, of \_\_\_\_\_ **Travis County** \_\_\_\_\_, Texas.

In witness thereof, we have hereunto set our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME and TITLE: **Samuel T. Biscoe, County Judge** \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ 

NAME and TITLE: **Jeff Goldhorn, Associate Director** \_\_\_\_\_



**TEXAS 20 PURCHASING COOPERATIVE**  
**Education Service Center- Region 20 Participation Commitment for 2013-2014**

**Member Name:** Travis County Juvenile Probation      **County Number:** \_\_\_\_\_

Education Service Center, Region 20 (Center) and the above named Member enter into the following cooperative service agreement for the 2013-2014 school year:

**The Center will:**

- Provide a resolution to be approved by the County Commissioners Court for ESC -20 to act on its behalf in soliciting proposal
- Revise specifications each year
- Prepare and combine quantity request forms for each proposal
- Request pricing on an annual basis for food service related items meeting the specified quantity
- Conduct Award Meetings
- Abide by all bid laws
- Enter proposals for tabulation and evaluation
- Assist in sampling required bid items within one week following award meeting
- Develop award information forms for County use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals
- Provide technical assistance to coop members
- Includes membership for the participation in PACE Purchasing Cooperative

**The Member will:**

- Ensure an approved resolution to participate in Cooperative is on file with ESC-20
- Designate a County employee to serve as a liaison with ESC-20 for each of the selected options below
- Provide release time for meetings, proposal openings, and testing assistance as needed
- When requested and agreed, provide work space and additional employees to assist with testing
- Identify delivery location within County on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide ESC-20 with evaluation forms regarding vendor and product concerns
- Purchase awarded items for current school year. All other items will be bought under the awarded vendors catalog.

<b>COMMODITY PROCESSING</b>	<b>All Members</b>	<b>Participation fee: \$500</b>
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The Cooperative will solicit proposals, coordinate and facilitate the distribution of USDA commodity food products that are allocated to each member. Delivery of product is for the 2014-2015 school year.

<b>FOOD PURCHASING</b>	<b>San Antonio/Austin awarded distribution delivery area (HUB).</b>	<b>Participation fee: \$1500</b>
<b>FOOD PURCHASING</b>	<b>*Out of San Antonio/Austin awarded distribution delivery area (HUB).</b>	<b>Participation fee: \$2250 This fee is for 2006-2007 members of the Coop who are currently out of the San Antonio/Austin awarded delivery areas</b>



**TEXAS 20 PURCHASING COOPERATIVE**  
**Education Service Center- Region 20 Participation Commitment for 2013-2014**

Member Name: Travis County Juvenile Probation County Number: \_\_\_\_\_

<b>FOOD PURCHASING</b>	<b>*Out of San Antonio/Austin awarded distribution delivery area (HUB).</b>	<b>Participation fee: \$2750</b> This fee is for members of the Coop who are out of the San Antonio/Austin awarded delivery areas
<b>FOOD PURCHASING</b>	<b>DIRECT SHIP DISTRICT - drop delivery to district central warehouse</b>	<b>Participation fee: \$5000</b>

The Cooperative will solicit proposals, coordinate and facilitate the award of food service items and the distribution of these items. Delivery of product is for the 2013-2014 school year. Also included is participation in PACE Purchasing Cooperative and its associated solicitations.

Please circle options:

Commodity Processing	<u>\$500 – All Members</u>	<u>Food Purchasing – Partial Year 2013-2014 \$750</u>	
Food Purchasing	\$1500 (current SA/Austin delivery Area members)	\$2250 (2006-2007 members, outside SA/Austin awarded delivery area)	\$2750 (New or Existing member, outside SA/Austin awarded delivery area)
Food Purchasing	\$5000 DIRECT SHIP DISTRICT - drop delivery to district central warehouse		

Authorized Signature:  
 Samuel T. Biscoe, County Judge

Authorized Signature:  


County Contact Person: Mary Nieves

ESC-20 Contact Person:

E-Mail: mary.nieves@co.travis.tx.us

Sharon Jonas  
 E-mail: sharon.jonas@esc20.net

Phone: (512) 854-7091

Fax: (210) 370-5754  
 Phone: (210) 370-5207

Please return by June 11, 2013 to: ESC-20 Business Office  
 1314 Hines Avenue  
 San Antonio, TX 78208-1899

Maintain a copy for district file.

—For ESC-20 Use Only—

Revenue Codes: **Commodity Processing 199-00-5729-01-493-400**

**Food Purchasing 199-00-5729-00-493-400**

Distribution: **Business Office**

Division: **Business & Human Resources**

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# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By:** Sarah Sumner, Planner **Phone #:** (512) 854-7687

**Division Director/Manager:** Anna Bowlin, Division Director of 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:** Consider and take appropriate action on the Buttercup Retail Preliminary Plan (3 commercial lots – 6.86 acres – Dessau Road – water and waste water provided by the City of Pflugerville) in Precinct One.

**BACKGROUND/SUMMARY OF REQUEST:**

The Buttercup Retail Preliminary Plan consists of 3 commercial lots on 6.86 acres with the majority of the frontage on Dessau Road. The back of Lot 1 connects with Azores Drive and the back of Lot 2 connects with Buttercup Road. For orderly development and increased connectivity Travis County and the City of Austin requested that the streets be connected through Dessau Road. However, the adjacent neighborhood residents requested that the streets not connect through. TNR confirmed with the City of Pflugerville Fire Marshal that the connection was not needed. It was inspected for current road conditions, and it was requested that the applicant create cul-de-sacs to allow for fire apparatus to turn around and conform to city code for dead end streets. There are applications in review for Lot 2 which will be a convenience store; the other lots do not have pending applications. Fiscal and parkland fees are not required with a Preliminary Plan. Water and waste water will be provided by the City of Pflugerville. This property is located in the City of Pflugerville's ETJ.

**STAFF RECOMMENDATIONS:**

This application meets Travis County standards and has been approved by the Zoning and Platting Commission of the City of Pflugerville on December 16, 2013. TNR staff recommends this plan.

**ISSUES AND OPPORTUNITIES:**

TNR heard from several neighbors concerned about the additional traffic in the current neighborhood roads, the increase of crime from a convenience store and drainage from the property. Travis County did inspect the neighborhood roads and has added them to the draft 2014 workplan to receive a surface improvement. By putting in the cul-de-sac's the residents are assured the road will not be connected

through in the future and it allows for a safer turnaround of a fire apparatus on a street longer than 150 feet. The cul-de-sac will have to be constructed to county standards with construction plans that will be reviewed for drainage and integrity. Fiscal will be posted with the final plat. It is TNR's understanding that several of the neighbors wished to speak at the Pflugerville Planning and Zoning meeting and were not able to do so and wish to address the Commissioners Court with their concerns.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

NA

**ATTACHMENTS/EXHIBITS:**

Preliminary Plan  
Location Map,  
Precinct Map

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

**CC:**

Sarah Sumner	Planner	TNR	(512) 854-7687

**SS:AB:ss**

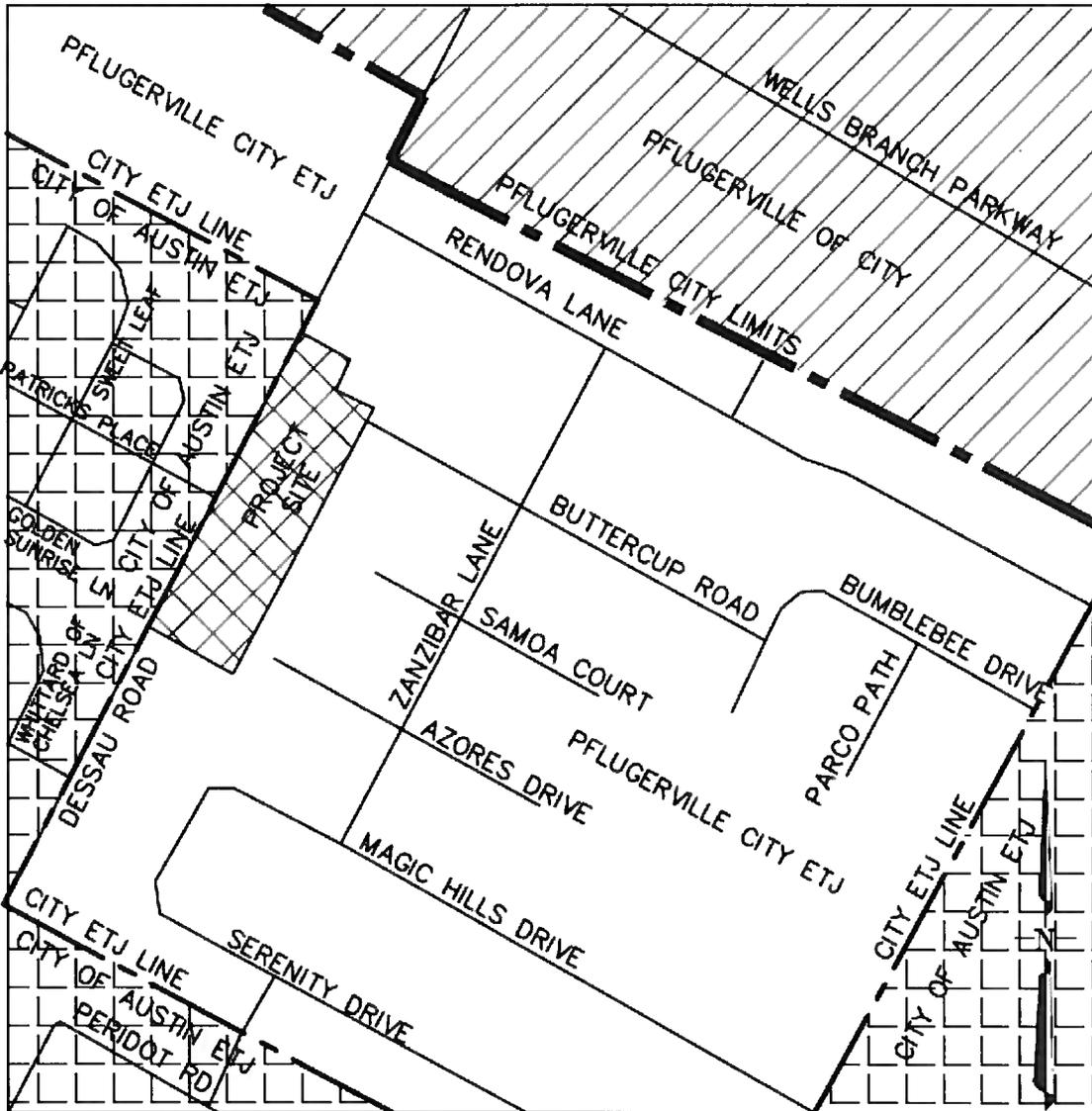
**1101 - Development Services Long Range Planning - Buttercup Retail Preliminary Plan**



# Buttercup Retail Preliminary Plan

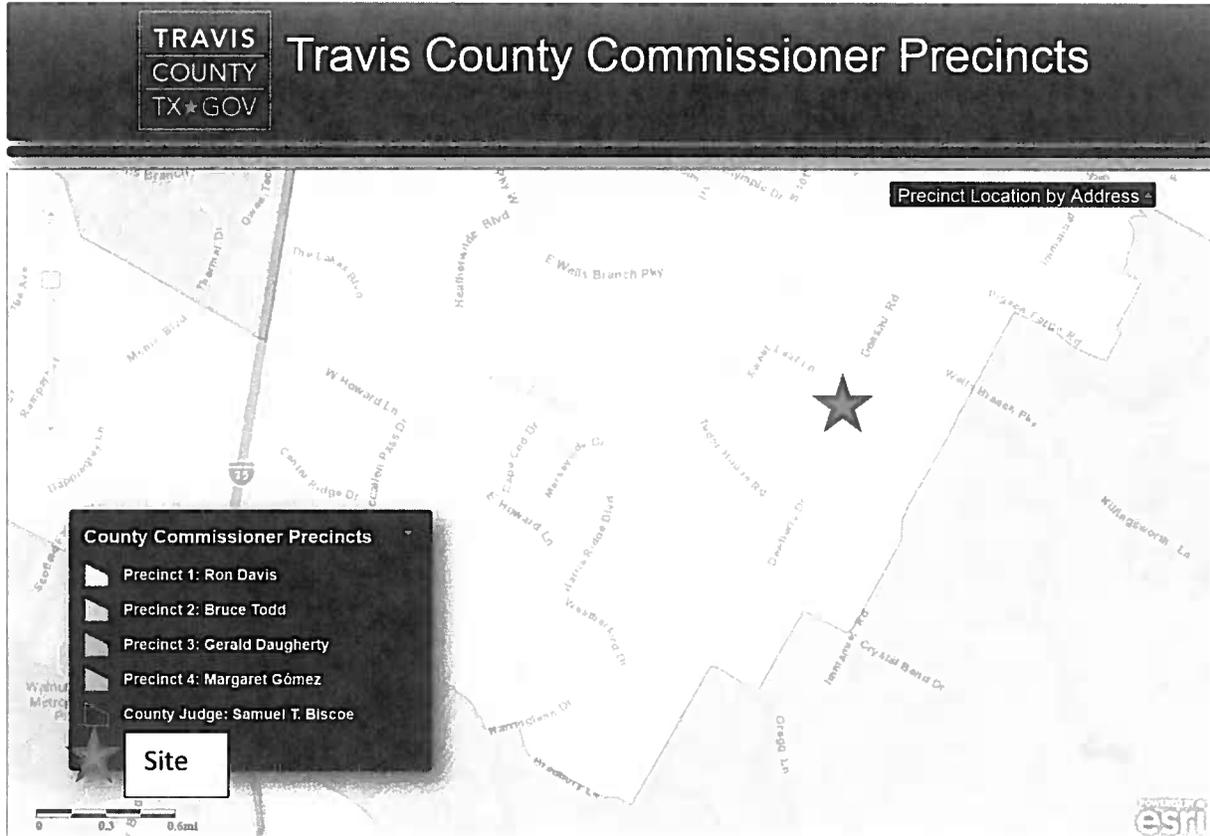
## Location Map

### SITE LOCATION MAP



# Buttercup Retail Preliminary Plan

## Precinct Map





# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By:** Stacey Scheffel, Permits Program Manager

**Phone #:** (512) 854-7565

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

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

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Consider and take appropriate action on a request for a variance to the Travis County On-Site Sewage Facility (OSSF) regulations to allow a third single-family residence to be placed on less than three acres at 10208 Lava Lane in Precinct Four.

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

The owners of the property at 10208 Lava Lane wish to install a third single family residence on the 1.995 property. In order to do so, there must be 1 acre per single-family residence to meet the subdivision requirements of Travis County Code Chapter 48. The proposed OSSF would otherwise meet all other aspects of the current standards.

## **STAFF RECOMMENDATIONS:**

TNR recommends that the variance be granted.

## **ISSUES AND OPPORTUNITIES:**

In June 2000, the Travis County Commissioners Court adopted rules for OSSF; also referred to as septic systems. The rules included minimum lot size requirements of 1 acre per dwelling in most areas of the county. The intent of the rule was to protect the public health and the environment. Due to the predominance of poor soil conditions, steep slopes, ground water, and the demand for larger homes, it is required that there is more area to install or replace an OSSF. In addition, the reduced density of OSSF was intended to protect the trinity and other environmentally sensitive aquifers. TNR will be recommending when updating the rule that the court change the minimum lot sizing requirement to a maximum of 600 gallons per day per acre of effluent disposal for subdivisions. The proposal for 10208 Lava Lane is for a total of 720 gallons per day which amounts to approximately 361 gallons per day per acre.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

Location Map

Site Plan

Variance Request

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

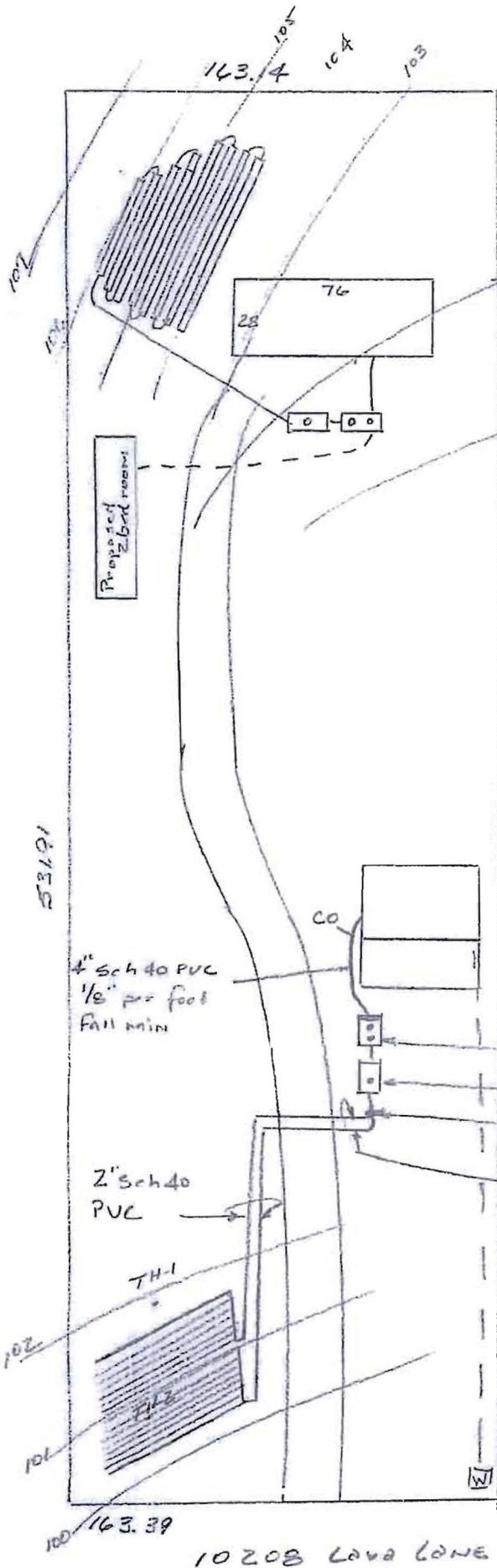
**CC:**

Rodney Sherrill	Engineer	TNR	(512) 854-7581

**SM:RS:rs**

**1501 - OSSF/Floodplain - 1705**





SCALE 1" = 60'

*Stan Burrier*  
 12-09-13  
 P-5294055F only



533.55'

4" Sch 40 PVC  
 1/8" per foot  
 Fall min

2" Sch 40  
 PVC

- 1000 gal 2 Comp't septic tank
- 500 gal pump tank
- K RAIN Alt. Valve Model 6402
- Gate or Ball Valve (2)
- Sleeve piping under driveway

Two Equal LPD Fields  
 Each Field has 7 lines  
 Each Line = 60'

10208 Lava Lane

23 September 2013

Mr. Rodney Sherrill  
Travis County TNR  
411 W. Thirteenth Street  
Austin, Texas 78701

RE: Request for Variance  
10208 Lava Lane

We respectfully request a variance from Table XII of Chapter 48 of the Travis County Code in order to allow three homes to be placed on the above referenced property, which is less than 3 acres of land. At 1.995 acres of land, the tract meets the size requirements of 30 TAC Chapter 285. We will indemnify and release Travis County of any liability that may result from the issuance of this variance.

A Family Exemption was approved by Travis County and is recorded in Document No. 2012207930 of the Travis County, Texas Official Public Records. A Site Plan Exemption has also been approved by the City of Austin for the development on this property. Copies of both documents are attached.

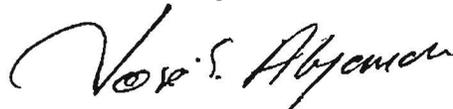
We appreciate the assistance provided by County staff throughout this process.

Sincerely,

Edgar Alejandro



Jose Alejandro





## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By:** Melinda Mallia, Environmental Project Manager

**Phone #:** (512) 854-4460

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

**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 License Agreement for a driveway on Travis County property within the Balcones Canyonlands Preserve (BCP) in Precinct Three.

### **Background/Summary of Request:**

The License Agreement allows a neighboring land owner continued access to an isolated portion of his property through a pre-existing driveway in the BCP. When Travis County purchased the Lucas West Side tract for the BCP in November 2008, the driveway had been in use for more than a decade, with permission from the owners, however neither a formal easement nor a License Agreement had been put in place.

This License Agreement will formalize the pre-existing use of the driveway. Under its terms, the licensee may continue to use the existing driveway as long as the use does not damage, compromise, or interfere with the ecological diversity, or resource quality of BCP lands or, the natural processes occurring within the BCP tract. The licensee may not expand the driveway or use BCP lands for any other purpose than that expressly granted in the agreement.

### **Staff Recommendations:**

Staff recommends approval.

### **Issues and Opportunities:**

The License Agreement documents a pre-existing use and restricts further encroachment onto BCP lands.

### **Fiscal Impact and Source of Funding:**

The fiscal impact is positive. The licensee will pay a fee of \$300.

### **Attachments/Exhibits:**

License Agreement for Use of Existing Driveway

**Required Authorizations:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Christopher Gilmore	Assistant County Attorney	County Attorney's Office	(512) 854-9513
Jon White	Natural Resources Environmental Quality Division Director	TNR	(512) 854-7212

**CC:**

Wendy Connally	Natural Resources Environmental Q Program Manager	TNR	(512) 854-7214
Julie Joe	Assistant County Attorney	County Attorney's Office	(512) 854-9513
Melinda Mallia	Environmental Project Manager	TNR	(512) 854-4460
Linda Laack	Natural Resources Environmental Quality Field Office Supervisor	TNR	(512) 219-6190

0901 - BCP

## LICENSE AGREEMENT FOR USE OF EXISTING DRIVEWAY

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This Agreement is entered into by and between Travis County, a political subdivision of the State of Texas, hereinafter called the "County" or the "Licensor," and Louis Williams and wife, Pamela Williams, hereinafter called the "Licensee," whether one or more. Licensor and Licensee are sometimes referred to collectively as the "Parties."

WHEREAS, the Licensee owns certain property (the "Property") pursuant to a deed filed of record at Document No. 2003003797, Official Public Records of Travis County, Texas;

WHEREAS, the Licensor is the owner of the certain property (the "BCP Tract") pursuant to a deed filed of record at Document No. 2012216388, Official Public Records of Travis County, Texas;

WHEREAS, the BCP Tract adjoins the Property;

WHEREAS, the Licensee was using the Driveway (as defined below) prior to the County's acquisition of the BCP Tract;

WHEREAS, the Parties desire to document Licensee's use of the Driveway; and

WHEREAS, the Licensee desires to allow Licensee continued use of the Driveway;

NOW, THEREFORE, the Parties agree as follows:

I. Grant of License

- A. Licensor, for and in consideration of the sum of three hundred and no/100 Dollars (\$300.00) (the "License Fee") paid by Licensee to Licensor, does hereby grant and demise unto the Licensee the right to use the Driveway, as shown on Exhibit A (the "Driveway") which is attached hereto and incorporated herein for all purposes, to access the Property.
- B. The license granted herein is limited to the Driveway presently existing, or that may be redesignated by the Licensor pursuant to provisions below.

LICENSEE IS EXPRESSLY PROHIBITED FROM USING ANY PORTION OF THE BCP TRACT OTHER THAN THE DRIVEWAY.

- C. Licensee must pay the License Fee upon Licensee's execution of this Agreement.

## II. Conditions

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

- A. This access right is assignable by Licensee and his successors in the event of any sale or lease of the Property by providing written notice to Licensors.
- B. Licensee must obtain written approval from Licensors before making any improvements to the Driveway. If Licensors grants approval to Licensee for improvements, Licensee must comply with all applicable County, state, and federal rules and regulations.
- C. The Driveway is not a road within the Travis County roadway system. Access to the Driveway by Licensee is only by this License Agreement.

## III. Release of Liability

- A. Licensee agrees to and shall release, waive, discharge and covenant not to sue Travis County, Texas, and its officers, agents, employees or servants for any personal injury, death, or property damage that may occur while the Licensee is for any purpose utilizing the Driveway.
- B. Licensee acknowledges and agrees that Licensee is solely responsible at all times for the actions and the safety of those persons utilizing the Driveway under this Agreement, including, without limitation, protecting such persons from injury or death and protecting the property of such persons from loss or damage, and protecting the Driveway from damage. This paragraph is intended only to establish responsibility by the Licensee to the Licensors and Licensors's officials, employees and agents and does not alter the Licensee's obligations or liability to third persons, as governed by applicable Texas law.
- C. Licensee agrees that this release shall bind the Licensee's agents, employees, guests, invitees, heirs, successors, and assigns.

- D. The Licensee agrees that this release, waiver and covenant not to sue is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IV. No Warranties as to Use or Suitability of Driveway

- A. LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE DRIVEWAY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE DRIVEWAY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LICENSOR. LICENSEE AGREES TO ACCEPT THE DRIVEWAY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE DRIVEWAY OR TO ANY HAZARDOUS MATERIALS IN THE DRIVEWAY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE DRIVEWAY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE DRIVEWAY AS PROVIDED FOR IN THIS AGREEMENT IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. LICENSEE UNDERSTANDS AND AGREES THAT THE CONSIDERATION FOR THE USE OF THE DRIVEWAY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE DRIVEWAY IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE IS AN ACKNOWLEDGMENT THAT LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR SUITABILITY OF THE DRIVEWAY.
- B. Licensee is prohibited from using the Driveway for any purpose other than that set forth in this Agreement.

V. Licensee's Special Acknowledgments Regarding BCP Tract

Licensee specifically acknowledges the following:

- A. The BCP Tract is part of an assemblage of properties known as the Balcones Canyonlands Preserve.
- B. The BCP Tract is in a substantially natural and open space condition and the United States Fish & Wildlife Service (the "USFWS") has determined that the BCP Tract contains natural habitat for the golden-cheeked warbler (*Setophaga chrysoparia*) ("GCWA") and/or the black-capped vireo (*Vireo atricapilla*) ("BCVI") and/or karst species of concern. The GCWA and BCVI have been listed as endangered species under the Federal Endangered Species Act of 1973, as amended, 16 U.S.C. Section 1531 et seq.
- C. Licensor is required to manage the BCP Tract in accordance with Permit No. TE 788841-2 (the "Regional Permit"), a regional permit issued by the USFWS on May 2, 1996 to the City of Austin and Travis County.
- D. Among other things, the Regional Permit requires the Licensor to protect endangered species habitat on the BCP Tract.

#### VI. Protection of BCP Tract

THE LICENSEE AGREES TO REFRAIN FROM ANY ACTIVITY WHICH MIGHT DAMAGE, COMPROMISE, OR INTERFERE WITH THE ECOLOGICAL DIVERSITY OR THE RESOURCE QUALITY OF THE BCP TRACT OR THE NATURAL PROCESSES OCCURRING WITHIN THE BCP TRACT.

#### VII. Termination

- A. This Agreement shall be effective upon approval and shall continue for **THIRTY YEARS** after approval. This Agreement shall be renewed for an additional thirty years, unless prior to renewal it is terminated by Licensor upon 6 months' notice given to Licensee. Notwithstanding the foregoing, if the Licensee does not comply with any of the above conditions, Licensor may terminate this Agreement upon 30 days' notice.
- B. Licensee shall at all times comply with the directions, restrictions, rules, and regulations of the Travis County Transportation and Natural Resources Department and the County's designated representatives while on the Driveway.
- C. Any disregard by Licensee of the directions, restrictions, rules, or regulations referenced in this Agreement shall be grounds for the County's

immediate revocation of the License granted hereunder and termination of this Agreement.

- D. In addition, County shall have the right to revoke the License and this Agreement shall automatically and immediately terminate if any of the following events occurs:
- (1) Licensee fails in any manner to adhere to the terms of this Agreement;
  - (2) Licensee breaches this Agreement and fails to remedy the breach within 30 days following receipt of County's written notice by certified mail to Licensee of the breach;
  - (3) County conveys or transfers the BCP Tract;
  - (4) the Travis County Commissioners Court determines that this License no longer serves the public interest or that it is no longer in the best interest of Travis County to continue this License;
  - (5) a governmental law, ordinance, regulation, or court order requires termination; or
  - (6) the County and Licensee mutually agree to such termination.

#### VIII. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE DRIVEWAY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.
- B. Licensee will not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the Driveway or elsewhere, or (ii) the condition, use or enjoyment of the Park or any other real or personal property. Licensee must immediately notify County of any release of any

Hazardous Material on or near the Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and must also comply with the notification requirements of any applicable state, local, or federal law or regulations.

IX. INSURANCE

Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License motor vehicle insurance in accordance with the laws of the State of Texas.

X. SAFETY

The Licensor reserves the right to prohibit persons from entering or otherwise using the Driveway at any time safety may be a concern.

XI. NON-WAIVER AND RESERVATION OF RIGHTS

- A. No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege.
- B. All rights of County under this Agreement are specifically reserved and any act or omission will not impair or prejudice any remedy or right of County under it. Any right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XII. Notices

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the property party, at the following address:

LICENSOR:                   The Honorable Sam Biscoe (or his successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

**COPY TO:** Steven M. Manilla, P.E. (or his successor)  
TNR County Executive  
P.O. Box 1748  
Austin, Texas 78767

**AND TO:** Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767

**LICENSEE:** Louis Williams  
Pamela Williams  
12700 Hughes Park Road  
Austin, Texas 78732

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

**XIII. Venue and Choice of Law**

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

**XIV. Severability**

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

**XV. Entire Agreement**

This Agreement represents the entire and integrated agreement between Licensor and Licensee and supersedes all prior negotiations, representations, or agreements, either oral or written, relating to the subject matter hereof. This Agreement may be amended only by Licensor and Licensee or their successors. NO OFFICIAL REPRESENTATIVE, EMPLOYEE OR AGENT OF TRAVIS

COUNTY HAS ANY AUTHORITY TO AMEND OR MODIFY THIS LICENSE EXCEPT BY SPECIFIC AUTHORITY GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

XVI. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XVII. 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.

County and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

LICENSEE:



Louis Williams

Date: 12/16/13



Pamela Williams

Date: 12/16/13

LICENSOR: Travis County

\_\_\_\_\_  
Samuel T. Biscoe

County Judge

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

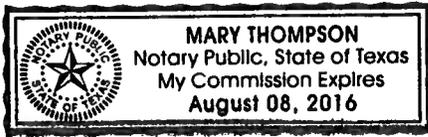
ACKNOWLEDGMENT

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on \_\_\_\_\_, 2013, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.



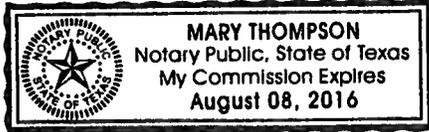
\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
Name (typed or printed)  
My Commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on Dec 16, 2013, by Louis Williams.



Mary Thompson  
Notary Public in and for  
The State of Texas

MARY THOMPSON  
Name (typed or printed)  
My Commission expires: August 08, 2016

ACKNOWLEDGMENT

STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on December 16, 2013, by Pamela Williams.



Mary Thompson  
Notary Public in and for  
The State of Texas

MARY THOMPSON  
Name (typed or printed)  
My Commission expires: August 08, 2016

## EXHIBIT A

**LEGAL DESCRIPTION  
OF A 0.111 ACRE TRACT  
OF LAND, IN THE D. & W. R.R.  
CO. SURVEY NO. 73,  
ABSTRACT 241,  
TRAVIS COUNTY, TEXAS**

Being a 0.111 of an acre tract or parcel of land, situated in the D. and W. Railroad Company Survey No. 73, Abstract 241, Travis County, Texas, being a portion of that certain tract of land called 61.403 acres, as described in a deed to Travis County, recorded in Document No. 2012216388 of the Official Public Records of Travis County, Texas, and being more particularly described as follows:

**BEGINNING** at a nail set on a south line of the said Travis County tract, and on the north line of that certain tract of land called 3.45 acres, as described in a deed to Louis Williams and spouse, Pamela Williams, recorded in Document No. 2003003797 of the Official Public Records of Travis County, Texas, from which a 1/2" iron pipe found marking an interior corner of the said Travis County tract, and the northeast corner of the said Williams tract bears S 67° 02' 09" E, 132.12 feet, for the most southeasterly corner hereof;

**THENCE**, with the north line of the said Williams tract and the south line of the said Travis County tract, N 67° 02' 09" W, 30.79 feet to a nail set for an interior corner hereof;

**THENCE**, across the said Travis County tract, the following six (6) calls, each call to a nail set:

N 12° 03' 27" E, 33.42 feet;  
N 03° 59' 38" E, 51.96 feet to a nail set at the beginning of a curve to the left;  
With said curve to the left, having a radius of 10.98 feet, a long chord bears N 66° 46' 29" W, 20.91 feet, for an arc distance of 27.66 feet;  
S 38° 56' 43" W, 21.38 feet;  
S 59° 33' 52" W, 32.84 feet;  
S 23° 27' 10" W, 35.20 feet to a nail set on the said south line of the Travis County tract and the north line of the said Williams tract, for an interior corner hereof;

**THENCE**, with the south line of the said Travis County tract, and the north line of the said Williams tract, N 66° 57' 34" W, 56.46 feet to a nail set for the most westerly corner hereof;

**THENCE**, across the said Travis County tract, the following nine (9) calls, each call to a nail set:

S 75° 19' 50" E, 32.29 feet;  
N 27° 19' 17" E, 20.45 feet;  
N 58° 30' 30" E, 44.43 feet;  
N 44° 05' 36" E, 28.71 feet;  
N 24° 06' 19" E, 22.91 feet to a nail set at the beginning of a curve to the right;  
With said curve to the right, having a radius of 21.27 feet, a long chord bears S 66° 11' 33" E, 36.12 feet, for an arc distance of 43.14 feet;

**LEGAL DESCRIPTION  
OF A 0.111 ACRE TRACT  
OF LAND, IN THE D. & W. R.R.  
CO. SURVEY NO. 73,  
ABSTRACT 241,  
TRAVIS COUNTY, TEXAS**

**S 08° 46' 14" E, 22.21 feet;  
S 01° 35' 56" W, 84.58 feet;  
S 10° 29' 04" E, 15.21 feet to the PLACE OF BEGINNING, and containing 0.111 of  
an acre of land in all, more or less.**

***Bearing Basis is based on Texas State Plane Coordinate System, Nad 83, Central Zone.  
A sketch accompanies this description.***

***I certify that this description represents an on the ground survey done under my supervision in  
the month of May, 2013, and that it is true and correct to the best of my knowledge and belief.***

  
Richard Fink

11-7-2013

R.P.L.S. No. 5473



NUMBER	DIRECTION	DISTANCE
L11	N 67°02'09" W	30.79 FT
L12	N 12°03'27" E	33.42 FT
L13	N 03°59'38" E	51.96 FT
L14	S 38°56'43" W	21.38 FT
L15	S 59°33'52" W	32.84 FT
L16	S 23°27'10" W	35.20 FT
L17	N 66°57'34" W	56.46 FT
L18	S 75°19'50" E	32.29 FT
L19	N 27°19'17" E	20.45 FT
L20	N 58°30'30" E	44.43 FT
L21	N 44°05'36" E	28.71 FT
L22	N 24°06'19" E	22.91 FT
L23	S 08°46'14" E	22.21 FT
L24	S 01°35'56" W	84.58 FT
L25	S 10°29'04" E	15.21 FT

PARCEL 1  
0.111 ACRES

CH = S 66°11'33" E  
R = 21.27 FT  
L = 43.14 FT  
CL = 36.12 FT

CH = N 66°46'29" W  
R = 10.98 FT  
L = 27.66 FT  
CL = 20.91 FT

TRAVIS COUNTY  
61.403 AC  
2012216388  
OPRTCT

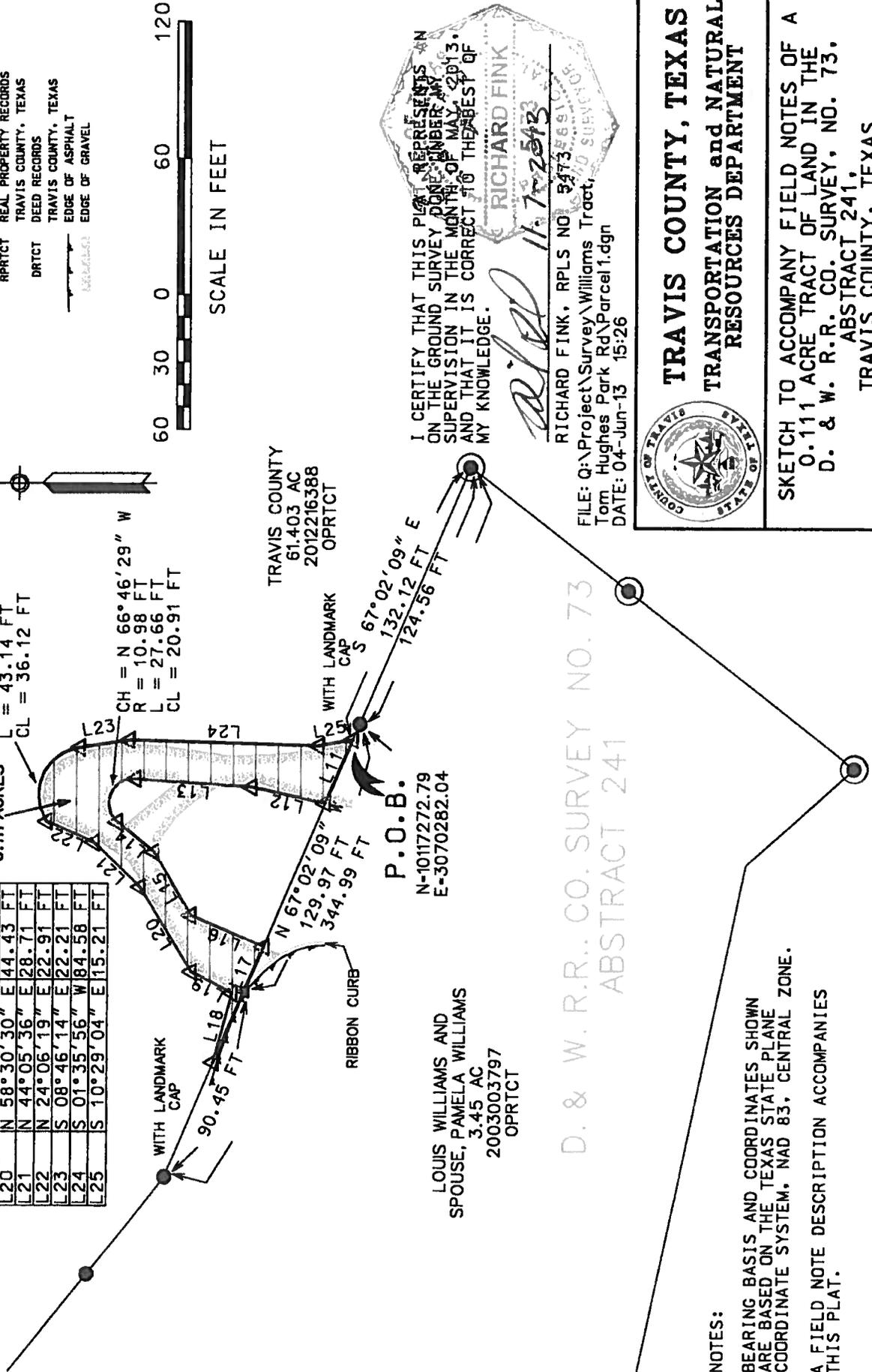


**LEGEND**

- FOUND 1/2" IRON ROD
- FOUND 1/2" IRON PIPE
- SET NAIL
- FOUND PK NAIL
- OFFICIAL PUBLIC RECORDS
- TRAVIS COUNTY, TEXAS
- REAL PROPERTY RECORDS
- TRAVIS COUNTY, TEXAS
- DEED RECORDS
- TRAVIS COUNTY, TEXAS
- EDGE OF ASPHALT
- EDGE OF GRAVEL



SCALE IN FEET



P.O.B.  
N-10117272.79  
E-3070282.04

LOUIS WILLIAMS AND  
SPOUSE, PAMELA WILLIAMS  
3.45 AC  
2003003797  
OPRTCT

D. & W. R.R. CO. SURVEY NO. 73  
ABSTRACT 241

I CERTIFY THAT THIS PLAT REPRESENTS AN  
ON THE GROUND SURVEY DONE UNDER MY  
SUPERVISION IN THE MONTH OF MAY, 2013,  
AND THAT IT IS CORRECT TO THE BEST OF  
MY KNOWLEDGE.

*Richard Fink*  
RICHARD FINK

RICHARD FINK, RPLS NO. 5473  
Tom Hughes Park Rd Parcel 1.dgn  
DATE: 04-Jun-13 15:26



**TRAVIS COUNTY, TEXAS**  
**TRANSPORTATION and NATURAL**  
**RESOURCES DEPARTMENT**

SKETCH TO ACCOMPANY FIELD NOTES OF A  
0.111 ACRE TRACT OF LAND IN THE  
D. & W. R.R. CO. SURVEY, NO. 73,  
ABSTRACT 241,  
TRAVIS COUNTY, TEXAS

NOTES:  
BEARING BASIS AND COORDINATES SHOWN  
ARE BASED ON THE TEXAS STATE PLANE  
COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.  
A FIELD NOTE DESCRIPTION ACCOMPANIES  
THIS PLAT.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By:** Anna Bowlin, Division Director of Development Services and Long Range Planning

**Phone #:** (512) 854-7561

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

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action the proposed Watershed Protection Amendments to Title 30.

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

On October 17, 2013 the Austin City Council passed a comprehensive amendment to the Watershed Protection Ordinance that is in effect inside the city limits. The City of Austin is requesting similar watershed protection amendments to Title 30 the combined Travis County and City of Austin code in the ETJ. The purpose of the watershed protection amendments is to improve creek and floodplain protection, prevent unsustainable public expense on drainage systems, simplify development regulations where possible, and minimize the impact of any changes on individual and collective abilities to develop land.

The Summary of Proposed Regulations:

#### Creek Protection:

One major cornerstone of the new amendment is the extension of the Critical Water Quality Zone (CWQZ) buffer to headwaters streams with 64 acres of drainage in the city's ETJ. This change will be most significant in the eastern suburban watersheds, which currently only protects streams up to 320 acres of drainage. In addition, a number of western watersheds currently only protect streams up to 128 acres of drainage. Another fundamental part of the amendment is the establishment of the erosion hazard zone and the prohibition on development within this setback. Additional provisions ensure that improvements within the CWQZ, such as parks and trails, minimize disturbance to existing vegetation and drainage patterns.

#### Floodplain Protection:

Another major revision of the amendment is to adjust the approach to protecting and enabling the recovery of degraded waterways by strengthening rules for floodplain design and modification. The proposed development will need to plan for fully

vegetated natural floodplains rather than altered mowed floodplains. The floodplain modification will be prohibited within the CWQZ, except for public health and safety, significant environmental benefits, and developments already permitted (e.g., road crossings). In addition to these exceptions, floodplain modification will be allowed outside of the CWQZ if a functional assessment of floodplain health determines the area to be in poor or in fair condition. The modification must be offset through on-site restoration or off-site mitigation where restoration is infeasible.

#### Improved Stormwater Controls:

To improve structural stormwater controls, the amendment will revise the current threshold for water quality controls from 20 percent of net site area to 8,000 square feet, and require controls to be accessible for maintenance and inspection, also requires maintenance plans, and third-party inspections for subsurface controls. In addition, the amendment will remove the requirement for isolating the water quality volume from larger flood flows.

#### Mitigation Options:

The amendment will improve the existing, limited transfers of development rights sections within the code to allow for increased flexibility and protection of additional environmental resources (e.g., floodplains).

#### Simplifying Regulations and Maintaining Opportunity:

One of the purposes of the amendments is to simplify development regulations where possible and minimize the impact of any changes on individual and collective abilities to develop land. In order to offset impacts from the new core protections of this amendment, a number of trade-off provisions are proposed for the eastern suburban watersheds, including:

- Using gross site area instead of net site area to calculate impervious cover.
- Eliminating the Water Quality Transition Zone.
- Allowing "buffer averaging" to reduce the width of buffers by up to 1/2 of the overall amount of area protected remains the same.
- Allowing additional uses within the upper half of the CWQZ, including green stormwater controls and utilities.

In addition to these offsets, a large number of clarifications and corrections of the existing code and policy interpretations are proposed as well.

#### **STAFF RECOMMENDATIONS:**

The City of Austin has conducted an extensive stakeholder process to discuss this proposed code amendment. Travis County, along with a diverse group of over 200 stakeholders have been a part of the 2 year stakeholder process. The City of Austin has worked closely with Travis County during the development of the proposed ordinance to align with the county's water quality regulations whenever possible. The

proposed code amendments must be approved by both Travis County and the City of Austin prior to being included in Title 30. TNR recommends this item.

**ISSUES AND OPPORTUNITIES:**

Notice of this public hearing was placed in the newspaper and on the Transportation and Natural Resources website.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

Proposed Watershed Protection Amendments to Title 30  
Takings Impact Analysis  
Order

**REQUIRED AUTHORIZATIONS:**

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**CC:**

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**SM:AB:ab**

**1101 - Development Services Long Range Planning - Title 30 Code Amendment**

**ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT  
ADOPTING WATER QUALITY AMENDMENTS TO TITLE 30,  
TRAVIS COUNTY/CITY OF AUSTIN SUBDIVISION REGULATIONS**

WHEREAS, Subchapter A, Chapter 232 of the Local Government Code authorizes Travis County to adopt reasonable specifications for drainage in a subdivision;

WHEREAS, Subchapter E, Chapter 232 of the Local Government Code authorizes Travis County to adopt subdivision regulations to promote health, safety, welfare, and orderly development;

WHEREAS, Chapter 573 of the Local Government Code authorizes Travis County to take any necessary or proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system (Section 402, Federal Water Pollution Control Act (33 U.S.C.A. Section 1342));

WHEREAS, Subchapter I, Chapter 16 of the Water Code authorizes Travis County to adopt comprehensive floodplain management rules that it determines are necessary and appropriate; and

WHEREAS, Travis County's Municipal Separate Storm Sewer System ("MS4") permit sets out a broad mandate that requires Travis County to implement rules that:

- (1) Cover its entire jurisdiction;
- (2) Control construction sites disturbing more than one acre of land;
- (3) Ensure developments adequately manage runoff after being built;
- (4) Eliminate pollutant discharges into our storm sewers from industrial and commercial enterprises;
- (5) Reduce pollutants in runoff from road construction; and
- (6) Set out enforcement policies that will deter and correct violations;

WHEREAS, Travis County and the City of Austin, in fulfillment of the requirements of Chapter 242, Local Government Code, relating to the joint regulation of subdivisions in the city's extraterritorial jurisdiction (ETJ), adopted into their respective codes Title 30, Austin/Travis County Subdivision Regulations relating to plats, subdivision construction plans, and subdivision of land in the ETJ, which took effect on December 22, 2003; and

WHEREAS, the City of Austin has notified Travis County that the Austin City Council has adopted an ordinance to include certain water quality amendments to Title 30, Austin/Travis County Subdivision Regulations;

WHEREAS, newspaper notice was published of proposed amendments to the Travis County Code, and although the regulations are exempt, the Commissioners Court prepared a takings impact assessment and published newspaper notice of it pursuant to Chapter 2007 of the Government Code;

WHEREAS, Travis County now desires to amend Title 30, Austin/Travis County Subdivision Regulations relating to water quality protection by adopting the attached amendments; and

NOW, THEREFORE:

1. The Commissioners Court finds that the adoption of the amendments to Title 30, Travis County/City of Austin Subdivision Regulations Code, that are attached hereto as Exhibit 1 (collectively, the "Amendments"):
  - (A) will promote the health, safety, morals, and general welfare of the County and the safe, orderly, and healthful development of the unincorporated area of the County,
  - (B) are necessary for planning and appropriate to protect public health and safety; and
  - (C) are necessary and proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system (Section 402, Federal Water Pollution Control Act (33 U.S.C.A. Section 1342)).
2. In continued fulfillment of the requirements of Chapter 242, Local Government Code, the Commissioners Court hereby adopts the Amendments as set forth in Exhibit 1 to be effectively immediately pursuant to Section 2.004 of the Travis County Code.
3. The Commissioners Court intends for the Amendments to be construed liberally to achieve their purpose.
4. If any portion of the Amendments or its application to any person or circumstance is held invalid or unconstitutional for any reason by a court of competent jurisdiction, that decision shall not affect the validity or constitutionality of the remaining portion of the Amendments. The Commissioners Court declares that it would have passed the Amendments, and adopted each section, clause, or phrase of the Amendments, independent of the elimination from the Amendments of any portion that may be declared invalid or unconstitutional. The provisions of the Amendments are declared to be severable.

Date of Order: \_\_\_\_\_

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**Samuel T. Biscoe**  
County Judge

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**Ron Davis**  
County Commissioner, Precinct 1

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**Bruce Todd**  
County Commissioner, Precinct 2

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**Gerald Daugherty**  
County Commissioner, Precinct 3

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**Margaret Gómez**  
County Commissioner, Precinct 4

## **TAKINGS IMPACT ASSESSMENT: WATER QUALITY PROTECTION AMENDMENTS TO TITLE 30—TRAVIS COUNTY/CITY OF AUSTIN SUBDIVISION REGULATIONS**

### **Overview**

Pursuant to a legislative mandate set forth in Chapter 232 of the Local Government Code, Travis County (the “County”) and the City of Austin (the “City”) have adopted Title 30, Travis County/City of Austin Subdivision Regulations, a consistent and consolidated set of regulations that govern the development of subdivisions in the extraterritorial jurisdiction (“ETJ”) of the City. County and City staff have conferred with both external and internal stakeholders from August 2011 to April 2012 to discuss potential changes to Title 30 to improve creek and floodplain protection; prevent unsustainable public expense on drainage systems; simplify development regulations where possible; and minimize the impact of any changes on the ability of individual and collective property owners to develop land. Based on the input received in stakeholder meetings, amendment revisions were drafted and presented to the stakeholder community and to citizen boards and commissions for review in 2013. The Austin City Council adopted the amendments on October 17, 2013 as part of City of Austin Ordinance No. 20131017-046. If the Travis County Commissioners Court adopts these amendments, they will take effect on the date set forth in the Court’s order adopting the amendments.

Portions of the City of Austin ETJ that are within Travis County lie along the boundary of two ecological regions: the Edwards Plateau (“Hill Country”) to the west and the Blackland Prairie to the east. The distinctive terrains and soils of these two regions pose unique challenges for the protection of creeks and floodplains. The Edwards Plateau features steep slopes, rugged canyons, and the caves and springs of the Edwards Aquifer. In addition, these western watersheds drain to the City and the County’s principal sources of drinking water. In contrast, the Blackland Prairie features broad, alluvial floodplains as well as erosive clay soils and creek banks. Given these fundamental physical differences, the proposed amendments to watershed regulations for the eastern and western watersheds have been tailored to best fit the unique conditions of each ecological region.

### **Summary of Proposed Regulations**

The purpose of the watershed protection amendments is to improve creek and floodplain protection, prevent unsustainable public expense on drainage systems, simplify development regulations where possible, and minimize the impact of any changes on individual and collective abilities to develop land.

- **Creek Protection**

One major cornerstone of the new amendment is the extension of the critical water quality zone buffer to headwaters streams with 64 acres of drainage in the City's ETJ. This change will be most significant in the eastern Suburban watersheds, which currently only protects streams up to 320 acres of drainage. In addition, a number of western watersheds currently only protect streams up to 128 acres of drainage. Another fundamental part of the amendment is the establishment of the erosion hazard zone and the prohibition on development within this setback. Additional provisions ensure that improvements within the critical water quality zone, such as parks and trails, minimize disturbance to existing vegetation and drainage patterns.

- **Floodplain Protection**

Another major revision of the amendment is to adjust the approach to protecting and enabling the recovery of degraded waterways by strengthening rules for floodplain design and modification. Proposed development will need to plan for fully vegetated, natural floodplains rather than altered, mowed floodplains. Floodplain modification will be prohibited within the critical water quality zone, except for public health and safety, significant environmental benefit, and development already permitted (e.g., road crossings). In addition to these exceptions, floodplain modification will be allowed outside of the critical water quality zone if a functional assessment of floodplain health determines the area to be in poor or fair condition. Modification must be offset through on-site restoration or off-site mitigation where restoration is infeasible.

- **Improved Stormwater Controls**

To improve structural stormwater controls, the amendment will revise the current threshold for water quality controls from 20 percent of net site area to 8,000 square feet, require controls to be accessible for maintenance and inspection, and require maintenance plans and third-party inspections for subsurface controls. In addition, the amendment will remove the requirement for isolating the water quality volume from larger flood flows.

- **Mitigation Options**

The amendment will improve the existing, limited transfers of development rights sections within the Code to allow for increased flexibility and protection of additional environmental resources (e.g., floodplains).

- **Simplifying Regulations and Maintaining Opportunity**

One of the purposes of the amendments is to simplify development regulations where possible and minimize the impact of any changes on individual and collective abilities to develop land. In order to offset impacts

from the new core protections of this amendment, a number of trade-off provisions are proposed for the eastern Suburban watersheds, including:

- Using gross site area (instead of net site area) to calculate impervious cover
- Eliminating the Water Quality Transition Zone
- Allowing “buffer averaging” to reduce the width of buffers by up to one-half if the overall amount of area protected remains the same
- Allowing additional uses within the upper half of the critical water quality zone, including green stormwater controls and utilities

In addition to these offsets, a large number of clarifications and corrections of existing code and policy interpretations are proposed as well.

## **DETAILED DISCUSSION OF AMENDMENTS**

### **TAKINGS IMPACT ASSESSMENT**

This takings impact assessment is prepared using the series of questions in the Private Real Property Rights Preservation Act Guidelines (the “Guidelines”) promulgated by the Attorney General’s Office under Chapter 2007, GOV’T CODE ANN. (the “Act”). The proposed action is Travis County’s adoption of amendments to Title 30, Travis County/City of Austin Subdivision Regulations to manage, protect, and preserve the quality of water in those portions of the City of Austin’s extraterritorial jurisdiction (“ETJ”) that are located within the boundaries of Travis County and to align the water quality provisions of Title 30 with the water quality provisions that the County adopted on August 14, 2012 to Chapter 82 of the Travis County Code.

Guidelines Question 1: Is Travis County a governmental entity covered by the Act?

Yes.

Guidelines Question 2: Is the proposed action covered by the Act?

All of the amendments are exempt from the Act. The amendments are exempt under the following provisions of the Guidelines or the Act for the reasons indicated.

a. §2.18 of the Guidelines.

The procedural amendments and many of the substantive amendments impose no new burden on private real property. To the extent the amendments impose no new burdens, they will not result in a taking. Therefore, to the extent no new

burden is imposed, the amendments are not subject to the requirement in §2007.043 to perform a takings impact assessment.

b. §2007.003(b)(4) of the Act.

The substantive and procedural amendments are exempt under §2007.003(b)(4) because they are actions reasonably taken to fulfill obligations mandated by state and federal law. First, the U.S. Environmental Protection Agency ("EPA") and the Texas Commission on Environmental Quality ("TCEQ"), through the Texas Pollutant Discharge Elimination System ("TPDES") program, have mandated that Travis County, as an operator of a small municipal separate storm sewer system ("MS4"), regulate development that drains storm water into the County's MS4. In addition to mandating that Travis County require developers to implement construction phase and post-construction measures, EPA and TCEQ mandate that the County itself ensure ongoing maintenance of the MS4.

The County has authority under Section 573.002 of the Local Government Code to take any necessary or proper action to comply with the requirements of the stormwater permitting program under the national pollutant discharge elimination system (Section 402, Federal Water Pollution Control Act (33 U.S.C. Section 1342)), including:

- (1) developing and implementing controls to reduce the discharge of pollutants from any conveyance or system of conveyance owned or operated by the county that is designed for collecting or conveying stormwater;
- (2) developing, implementing, and enforcing stormwater management guidelines, design criteria, or rules to reduce the discharge of pollutants into any conveyance or system of conveyance owned or operated by the county that is designed for collecting or conveying stormwater.

Subchapter J of Chapter 16 of the Water Code requires the County to regulate development to mitigate the effects of development on flooding and thus ensure that flood insurance is available to all residents of the County. Most of the substantive measures imposed by the amendments are recognized not only as effective, practical, and ordinary measures to control the discharge of pollutants in urban storm water runoff, but are also recognized by the Federal Emergency Management Agency ("FEMA") as effective floodplain management techniques.

c. §2007.003(b)(5) of the Act.

The substantive and procedural amendments are exempt under §2007.003(b)(5) because they simply modify regulations that provide a unilateral expectation that does not rise to the level of a recognized interest in real property.

d. §2007.003(b)(11)(A) of the Act.

The substantive amendments dealing with development within stream buffers are partially exempt under §2007.003(b)(11)(A) because they regulate construction in legally designated floodplains.

e. §2007.003(b)(13) of the Act.

The substantive amendments are exempt under §2007.003(b)(13) because they respond to real and substantial threats to public health and safety, significantly advance that purpose, and do not impose a greater burden than is necessary. Travis County is amending Title 30, Travis County/City of Austin Subdivision Regulations to implement, in those portions of the City of Austin's extraterritorial jurisdiction that are located within Travis County, requirements of the federal Clean Water Act and Chapter 26, Texas Water Code, which require the reduction and elimination of discharge of pollutants. Many pollutants discharged from urban area sources pose potentially negative impacts on human health in reservoirs and streams used for swimming and wading. Some pollutants can be biomagnified and concentrated in the food chain and ultimately consumed by persons who fish in Travis County waters. Urban storm water in Travis County ultimately discharges into Lake Travis, Lake Austin, and the Colorado River downstream of Lady Bird Lake. From each of these water bodies, water is diverted for public drinking water use. The proposed amendments will safeguard the public health and safety by controlling and managing storm water discharges from the Travis County MS4.

Guidelines Questions 3 and 5: Does the proposed action result in a burden on private real property as that term is defined in the Act? How does it burden private real property?

The procedural provisions in the amendments do not impose any burdens on private real property. They specify a particular sequence in which a developer must obtain various approvals that are already required as part of the development process. Rather than restricting the land itself in any way, they simply provide greater order and structure to the process of receiving these approvals.

## A. “Covered Governmental Actions” Determined to Not Place a Burden on Property

The following actions are provisions that will differ based on watershed classification in order to match the unique geology of the ecological region:

### **Blackland Prairie**

As mentioned above, one of the core objectives of the amendments is to provide better creek protection in the eastern watersheds of the Blackland Prairie. Although the size of creek protected (64 acres of drainage) was made uniform within the City’s corporate limits and in the City’s ETJ, the geometry of the buffer (referred to as the Critical Water Quality Zone) was customized for the eastern watersheds to match the erosive nature of these creeks and soils. To help offset the impact of this change, a number of provisions were introduced to minimize the individual and collective ability to develop land. These provisions are designed to provide more flexibility than existing regulations, and thus would not impose a burden on private real property.

- **Buffer Averaging**

This new option for Suburban watersheds allows sites to adjust the width of the buffer to achieve the same overall footprint of buffer. This adds flexibility to buffer design to work around site-specific geographic and cultural features.

- **Water Quality Transition Zone**

The amendment proposes to eliminate the Water Quality Transition Zone (a secondary creek setback) in Suburban Watersheds. This will potentially enable higher impervious coverage on the site nearer to the creek in areas that currently require this secondary setback.

- **Gross Site Area**

Current rules calculate impervious cover using a "Net Site Area" formula which is complex and complicates development on properties with stream buffers. This change reduces the complexity of impervious cover calculations and increases opportunities to develop properties with buffers.

- **Transfers of Development Rights**

The amendment expands the existing options for transfers of development rights in Suburban watersheds to protect the unique features of the Blackland Prairie, including broad, alluvial floodplains and remnant prairies.

- **Parallel Utility Lines**

The amendment will allow utility lines under certain conditions in the upper half of the Critical Water Quality Zone in Urban and Suburban watersheds.

This provides design flexibility and reduces the cost and environmental impact of deep wastewater trenching.

- **Green Stormwater Controls**

The amendment will allow green water quality controls under certain conditions in the upper half of the Critical Water Quality Zone in Urban and Suburban watersheds. This provides design flexibility and allows more effective placement of water quality controls to help with baseflow enhancement.

## **Edwards Plateau**

Several new provisions of the amendment outline separate requirements for the western watersheds to acknowledge the importance of protecting the County's water supply and the increased sensitivity of aquatic resources such as the Edwards Aquifer to pollution from urban runoff. While these additional measures are designed to provide increased environmental protection, several of these provisions also offer additional options and flexibility to development. The remaining provisions are consistent with current County requirements and thus do not impose an additional burden to private real property.

- **Redevelopment Exception**

The Barton Springs Zone (BSZ) Redevelopment Exception was originally added as an option for projects in 2007 to achieve environmental protection while expanding redevelopment opportunity. It allows a redevelopment project to retain all of its existing impervious cover in exchange for providing an on-site water quality control and off-site land mitigation. The exception is being expanded under the amendment to allow more properties to potentially utilize this option. The exception is also being extended to the rest of the water supply watersheds.

- **Athletic Fields**

Due to concerns with compaction and fertilizer use, athletic fields will not be allowed within the primary stream buffer in the Drinking Water Protection Zone. However, these western watersheds have a two-tiered buffer system, which allows space for athletic fields to set back into the secondary stream buffer further from the creek.

- **Water Quality Transition Zone**

The language for water quality transition zone requirements differs slightly for the various watersheds. This language was aligned as much as possible for consistency. In addition, provisions were added to ensure that

permitted development within the water quality transition zone can also construct water quality controls within the buffer.

- **Natural Area Buffer**

The amendment codifies the current policy that the required natural area buffer in Water Supply Rural areas is located within the uplands and must receive overland drainage from developed areas (e.g., impervious cover) of the site. A clarification will be added to allow more flexibility for placement of the buffer if a water quality control is provided.

- **Porous Pavement**

The amendment codifies the current policy that porous pavement for pedestrian walkways does not count as impervious if not located over the Edwards Aquifer recharge zone. Since this credit is not allowed under current code over the recharge zone, there is no change in potential impact.

- **Street Crossings (Imagine Austin)**

Current code limits the frequency of stream crossings. This provision may conflict with the Imagine Austin Comprehensive Plan objective to facilitate connectivity and associated social and environmental benefits. The amendment adds an option to allow additional street crossings within identified Imagine Austin Comprehensive Plan centers and corridors. The crossings must maintain the water quality and quantity of recharge in recharge and contributing areas of the Edwards Aquifer. Administrative variances are currently not allowed for additional street crossings in the Barton Springs Zone. This remains the case for crossings within Imagine Austin centers and corridors that fall within the Barton Springs Zone.

## **B. Actions in the Proposed Regulations Determined to Be “Covered Governmental Actions” and to Place a “Burden” on “Private Real Property”**

Two of the Covered Governmental Actions in the amendment were determined to potentially place a burden on private real property: the new geometry for the buffers in the eastern watersheds and the new 8,000 square foot threshold for water quality controls outside of the Barton Springs Zone.

In Suburban watersheds, the amendment will establish buffer widths of 100, 200, and 300 feet for "minor", "intermediate," and "major" waterways respectively to protect water quality, preserve the Erosion Hazard Zone, and provide a uniform system.

The new amendment will require water quality controls for projects with over 8,000 square feet of impervious cover. This requirement is consistent with TCEQ

Edwards Aquifer Rules, EPA requirements for federal projects, and the existing City of Austin Environmental Criteria Manual requirement for Urban watersheds. The Barton Springs Zone will continue to require water quality controls for all development. Exceptions (no control required) are proposed for small roadway projects in the Barton Springs Zone.

Most of these requirements already exist in LCRA, those parts of Travis County that are outside the City of Austin ETJ, TCEQ, and other regulations, or are recognized as technical guidelines established for this specific geographical area and local hydrologic conditions. In particular, LCRA, the County (for those areas that are outside the City of Austin ETJ), and TCEQ already require construction and post-construction water quality controls. A material new burden is created to the extent that certain post-construction water quality control requirements have not previously applied in the City of Austin ETJ. However, the burden is not a severe one because requirements for permanent water quality controls are common in much of Travis County, required in general by TCEQ requirements, and have not impaired the economic viability of development of private real property.

With regard to waterway setback requirements, Travis County's existing requirements will expand to apply to subdivision development within the City of Austin ETJ, proposing expanded waterway setback requirements for the eastern watersheds of Travis County. Depending on site-specific facts for a given property, these setback requirements may result in either more land within a setback or less. Travis County's setback requirements impose a new burden, but it is minimal. The stream setbacks are based on and largely comprise the 100 year floodplain. Travis County's existing regulations already require that this floodplain be dedicated as a drainage easement, which severely restricts the amount of development that can occur there. Since the setbacks consist largely of floodplain, the new burdens imposed by the stream buffers do not extend to a very large area. Again, the burden is not a severe one because waterway buffers are common in much of Travis County and have not impaired the economic viability of development of private real property.

Guidelines Questions 4 and 6: What is the specific purpose of the proposed action? How does it benefit society?

One purpose of these proposed amendments is to implement a way to comply with the Travis County MS4 permit issued by the TCEQ. The permit specifies that Travis County must develop, implement, and enforce a program to reduce pollutants in any storm water runoff to the MS4 from construction projects and to address storm water runoff from new development and re-development. The program must include the development and implementation of, at a minimum, an ordinance or regulatory mechanism to require erosion and sediment controls and controls on post-construction runoff. Additionally, the permit requires an

ordinance or other regulatory mechanism be utilized to prohibit and eliminate illicit discharges.

Additionally, the purpose of the proposed action is to amend Travis County's development regulations regarding the City of Austin ETJ to protect surface and ground water from the effects of development, to mitigate the effects of development on flooding, and to make Travis County's process for review and approval of subdivisions more effective and efficient. Also, the purpose of the proposed amendments is to provide the regulated community and the public a consolidated set of environmental quality requirements that apply to applications for Travis County development permits, preliminary plans, plats, and construction plans. The proposed amendments include requirements for the processing of the environmental review of applications as well as substantive, minimum environmental technical standards and guidelines that can be approved during the application process. The proposed amendments include requirements that will control, reduce, and eliminate the discharge of pollutants into the Travis County storm sewer system and water in the State through the proper management of storm water and drainage while achieving optimal management of floodplains to prevent loss of property and human life. In addition, the proposed amendments set forth prohibitions and standards that will eliminate the discharge of unauthorized waste or illicit discharges into the Travis County storm sewer system and water in the State.

#### a. Substantive Amendments

The substantive amendments impose storm water control and environmental protection requirements applicable to the construction and post-construction phases of development. The purpose of these amendments is to protect water quality from polluted runoff, to reduce pollutant discharges from development to the maximum extent practicable, and to mitigate flooding and environmental damage that can result from urban development.

##### 1. Water Quality Measures for Construction Activities.

It is clear that storm water runoff from construction sites can negatively affect water quality in receiving water bodies. Moreover, the resulting sedimentation can inhibit the ability of those streams to convey storm water, resulting in increased flooding. Enabling County staff to enforce water quality requirements will substantially reduce the likelihood of future occurrences of storm water pollution from construction sites.

##### 2. Setbacks.

The amendments would expand existing setback requirements to the City of Austin ETJ and revisions to waterway setbacks in eastern watersheds of Travis County, potentially limiting development around streams and environmentally

valuable features. Creating areas where storm water flows across undisturbed natural ground before entering and environmentally valuable features allows the storm water to be slowed and filtered, reduces the peak discharge flows, and prevents pollutants from contaminating these features. Thus, setbacks are a commonly used measure for protecting water quality and the environment. Moreover, FEMA recognizes setbacks as a measure that mitigates flooding in streams.

b. Procedural Amendments.

The amendments make certain changes to how Travis County processes and reviews applications for development approvals. The County has limited staff resources to perform that important function. The purpose of that function is to protect the general citizenry, other land owners, and the purchasers of subdivided land from the negative effects of poorly designed or constructed subdivisions. In recent years, development issues have become more complex. Both citizens of the County and state and federal agencies are placing greater demands on the County for a more effective, efficient, and thorough development review process. The County's processes need to be updated to address these issues. The procedural amendments require that an applicant submit environmental documentation to Travis County with a preliminary plan, final plat, construction plan, or development permit application.

Guidelines Question 7: Will the proposed action constitute a taking?

Even if the amendments are not exempt, they do not constitute a taking. Adoption of the amendments does not, in and of itself, eliminate all economic uses of any private real property. Whether application of the amendments to an individual development has that result can be determined only when the regulations are applied to the land as part of the development review process. However, it is highly unlikely that they will result in a taking. Clearly, the amendments are not a *per se* taking or denial of a fundamental attribute of ownership. First, the amendments do not involve any sort of physical invasion of or limitation on title to private real property. Current County, TCEQ, LCRA, the City of Austin, and other municipal regulations basically already require land owners to construct storm water control facilities for which land owners usually dedicate drainage easements. Thus, any new burden created by the amendments will be minimal. If such a dedication is required for a development, it will be roughly proportional to the impact of that development because the structure will only be required to have capacity to accommodate drainage for which that development is legally responsible.

Nor are the amendments a taking because they do not eliminate all economic uses of private real property or otherwise interfere with reasonable investment-backed expectations to the degree to be a taking. As noted above, the more significant material new burdens imposed are an expansion of current City of

Austin requirements related to environmental feature setbacks, cut and fill restrictions, and any part of the waterway setback that extends outside the 100 year floodplain. When analyzing the extent to which a regulation affects the economic viability of development of a given tract of land, one looks to the impact of the regulation on the entire tract. For large tracts of land, these requirements would restrict development on a small percentage of the tract. Moreover, the cut and fill restrictions and setbacks could actually add value to a tract because, through proper design, they can be incorporated into the development as aesthetic amenities. Moreover, in areas of Travis County affected by the amendments, projects have been and are being developed that must comply with city regulations that may be as strict or stricter than the requirements in the County's amendments. This indicates that the County's amendments will not have significant economic impacts. For a small tract of land having many slopes, environmental features, or streams, there is a greater possibility that these restrictions could have an economic impact. However, for some tracts of land affected by the setbacks, the amendments identify exceptions that may be approved so that the economic impact could be mitigated.

Though the amendments restrict property rights that would otherwise exist in their absence in that they obviously restrict certain development activities in certain areas, it cannot be said that the amendments reduce the fair market value of private real property by 25% or more. Whether the amendments would have that result can be determined only through the development review process where the restrictions are applied to an individual tract and the development proposed there. If there is an economic impact from the amendments, a variance is available to mitigate that impact.

Guidelines Question 8: Are there reasonable alternatives to the proposed action that would accomplish its purpose?

An alternative to the amendments would be to not adopt the proposed amendments. However, this alternative would put the County at risk of violating federal and state mandates and the clear responsibilities of a MS4 as stated in the MS4 permit and would result in an inadequate level of water quality and flood protection. The standards contained in the amendments reflect a balancing of, on the one hand, the interests of owners of private real property who want to develop their land and, on the other hand, the public and other land owners whose interests could be negatively affected by that development.

## EXHIBIT 1

**SECTION 1.** Section 30-1-132 (*Easements and Alleys*), Subsection (A) is amended to read as follows:

- (A) Easements for public utilities and drainage ways shall be retained in all subdivisions in the widths and locations determined necessary by the single office. All easements shall be dedicated to public use for the named purpose and shall be aligned to minimize construction and future maintenance costs [cost].

**SECTION 2.** Section 30-1-291 (*Application for Adjustment*) is amended to read as follows:

### § 30-1-291 APPLICATION FOR ADJUSTMENT.

- (A) An application for an adjustment under Chapter 30-5, Subchapter A (Water Quality) [~~Article 12 (Save Our Springs Initiative)~~] may be considered only in connection with the review of:
- (1) a site plan;
  - (2) a subdivision; or
  - (3) other specific development project or proposal.
- (B) An applicant may file an application for an adjustment with the director.
- (C) An application for an adjustment must be on a form prescribed by the director and must include:
- (1) the names and addresses of the applicant and the owner;
  - (2) the address and legal description of the property;
  - (3) proof that the applicant is either the record owner or the record owner's agent;
  - (4) identification of the section of Chapter 30-5, Subchapter A (Water Quality) [~~Article 12 (Save Our Springs Initiative)~~], that, as applied to the development project or proposal, the applicant claims violates the United States Constitution, the Texas Constitution, or federal or state statute, and the provisions violated;
  - (5) a statement of the factual basis for applicant's claims;

- (6) a legal brief supporting applicant's claims; and
- (7) a description of the adjustment requested, and an explanation of how the adjustment is the minimum required to comply with the conflicting law and provides maximum protection of water quality.

**SECTION 3.** Section 30-1-292 (*Consideration of Application for Adjustment*) is amended to read as follows:

**§ 30-1-292 CONSIDERATION OF APPLICATION FOR ADJUSTMENT.**

This section prescribes the order of process for an application for adjustment.

- (1) The city law department shall review an application for adjustment and advise the City Manager.
- (2) The City Manager shall present the application and the City Manager's recommendation to the Council.
- (3) The Council shall determine whether application of Chapter 30-5, Subchapter A (*Water Quality*) [~~Article 12 (Save Our Springs Initiative)~~] to the applicant's development project or proposal violates the United States Constitution, the Texas Constitution, or federal or state statute. An affirmative determination requires a three-quarters vote of the City Council. If the Council does not make an affirmative determination, the application is denied.
- (4) This subsection applies if the Council makes an affirmative determination under Subsection (3).
  - (a) The Watershed Protection [~~and Development Review~~] Department shall review the application and advise the City Manager.
  - (b) The City Manager shall present the application and the City Manager's recommendation to the Council at a public hearing.
  - (c) After a public hearing, the City Council shall:
    - (i) determine the minimum adjustment required to comply with the conflicting law and provide maximum protection of water quality; and
    - (ii) grant the adjustment.

**SECTION 4.** Section 30-2-132 (*Easements and Alleys*), Subsection (A) is amended to read as follows:

- (A) Easements for public utilities and drainage ways shall be retained in all subdivisions in the widths and locations determined necessary by the single office.

All easements shall be dedicated to public use for the named purpose and shall be aligned to minimize construction and future maintenance costs [cost].

**SECTION 5.** Chapter 30-4 (*Drainage*) is repealed and replaced with a new Chapter 30-4 to read as in the attached and incorporated **Attachment 1**.

**SECTION 6.** Section 30-5-1 (*Definitions*) is amended to read as follows:

**§ 30-5-1 DEFINITIONS.**

In this subchapter:

- (1) BARTON SPRINGS means the springs that comprise the Barton Springs complex associated with Barton Springs Pool, and includes Upper Barton, Old Mill, Eliza, and Parthenia springs
- (2) BLUFF means ~~[is limited to a bluff with]~~ a vertical change in elevation \_\_\_\_\_ of more than 40 feet and an average gradient greater than 400percent.
- (3) ~~[(2)]~~ CANYON RIMROCK means ~~[is limited to a rimrock with]~~ a rock substrate that:
  - (a) has a gradient that exceeds 60 percent for a vertical distance of at least four feet; and
  - (b) is exposed for at least 50 feet horizontally along the rim of the canyon.
- (4) ~~[(3)]~~ COMMERCIAL DEVELOPMENT means all development other than open space and residential development.
- (5) CLUSTER HOUSING means a residential housing development that maximizes common open space by grouping housing units to minimize individual yards and has a maximum lot area of fifteen thousand (15,000) square feet for detached residential development.
- ~~[(4)]~~ CREST OF BLUFF is limited to a crest of a bluff that is described in Subsection (1). ~~A crest coincides with a line along the top of a bluff beyond which the average slope has a gradient of not more than 50 percent for a distance of at least 40 feet.]~~
- (6) ~~[(5)]~~ CRITICAL ENVIRONMENTAL FEATURES means ~~[are]~~ features that are of critical importance to the protection of environmental resources, and includes ~~[include]~~ bluffs, canyon rimrocks, caves, faults and fractures, seeps, sinkholes, springs, and wetlands.
- (7) DIRECTOR, when used without a qualifier, means the director of the Planning and Development Review Department, or the director's designee.

- (8) EROSION HAZARD ZONE means an area where future stream channel erosion is predicted to result in damage to or loss of property, buildings, infrastructure, utilities, or other valued resources.
- (6) ~~IMPERVIOUS COVER~~ means roads, parking areas, buildings, swimming pools, rooftop landscapes and other impermeable construction covering the natural land surface.]
- (9) [(7)] FAULTS AND FRACTURES means [is limited to] significant fissures or cracks in rock that may permit infiltration of surface water to underground cavities or channels.
- (10) IMPERVIOUS COVER means the total area of any surface that prevents the infiltration of water into the ground, such as roads, parking areas, concrete, and buildings.
- (11) MULTI-USE TRAIL means a facility designated for the [shared] use of pedestrians, bicycles, and/or other non-motorized users and associated bridges.
- (12) OPEN SPACE means a public or private park, multi-use trail, golf cart path, the portions of a golf course left in a natural state, and an area intended for outdoor activities which does not significantly alter the existing natural vegetation, drainage patterns, or increase erosion. Open space does not include parking lots.
- (13)[(8)] OWNER includes a lessee.
- (14)[(9)] POINT RECHARGE FEATURE means a cave, sinkhole, fault, joint, or other natural feature that lies over the Edwards Aquifer recharge zone and that may transmit a significant amount of surface water into the subsurface strata.
- (15)[(10)] WATER QUALITY CONTROL means a structure, system, or feature that provides water quality benefits by treating stormwater run-off.
- (16)[(11)] WETLAND means a transitional land between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water, and conforms to the Army Corps of Engineers' definition.

**SECTION 7.** Section 30-5-2 (*Descriptions of Regulated Areas*) is amended to read as follows:

**§ 30-5-2 DESCRIPTIONS OF REGULATED AREAS.**

- (A) This section describes the watersheds, aquifers, and water zones that are regulated by this subchapter. A map of these areas is maintained by the

Watershed Protection Department and available for inspection at the offices of the single office.

- (B) [ ~~Except as provided in Subsection (C), the~~ ] The Watershed Protection Department [single office] shall determine the boundaries of the areas described in Subsection (D).
- (C) [ ~~The Council and commissioners court, acting jointly, shall determine the boundaries of the Edwards Aquifer recharge zone after receiving a recommendation from the single office.~~ ] For property within 1500 feet of a boundary, the Watershed Protection Department [single office] may require that an applicant provide a certified report from a geologist or hydrologist verifying the boundary location.
- (D) In this subchapter:
- (1) BARTON SPRINGS ZONE means the Barton Creek watershed and all watersheds that contribute recharge to Barton Springs, including those portions of the [Barton,] Williamson, Slaughter, Onion, Bear and Little Bear Creek watershed located in the Edwards Aquifer recharge or contributing zones.
  - (2) BARTON CREEK WATERSHED means the land area that drains to Barton Creek including Little Barton Creek watershed.
  - (3) EDWARDS AQUIFER is the water-bearing substrata that [also known as the Edwards and Associated Limestones Aquifer and] includes the stratigraphic rock units known as the Edwards Group [Formation] and Georgetown Formation.
  - (4) EDWARDS AQUIFER CONTRIBUTING ZONE means all land generally to the west and upstream of the Edwards Aquifer recharge zone that provides drainage into the Edwards Aquifer recharge zone.
  - (5) EDWARDS AQUIFER RECHARGE ZONE means all land over the Edwards Aquifer that recharges the aquifer, as determined by the surface exposure of the geologic units comprising the Edwards Aquifer, including the areas overlain with quaternary terrace deposits.
  - (6) SOUTH EDWARDS AQUIFER RECHARGE ZONE means the portion of the Edwards Aquifer recharge zone that is located south of the Colorado River and north of the Blanco River.
  - (7) SUBURBAN WATERSHEDS include all watersheds not otherwise classified as urban, water supply suburban, or water supply rural watersheds, and include:

- (a) the Brushy, Buttercup, Carson, Cedar, Cottonmouth, Country Club, Decker, Dry Creek East [Dry], Elm Creek South, Gilleland, Harris Branch, Lake, Maha, Marble, North Fork Dry, Plum, Rattan, Rinard, South Boggy, South Fork Dry, South Brushy, Walnut, and Wilbarger creek watersheds;
- (b) the Colorado River watershed downstream of U.S. 183; and
- (c) those portions of the Onion, Bear, Little Bear, Slaughter, and Williamson creek watersheds not located in the Edwards Aquifer recharge or contributing zones.

(8) URBAN WATERSHEDS include:

- (a) the Blunn, Buttermilk, East Boggy, East Bouldin, Fort, Harper Branch, Johnson, Little Walnut, Shoal, Tannehill, Waller, and West Bouldin creek watersheds;
- (b) the north side of the Colorado River watershed from Johnson Creek to U.S. 183; and
- (c) the south side of the Colorado River watershed from Barton Creek to U.S. 183.

(9) WATER SUPPLY RURAL WATERSHEDS include:

- (a) the Lake Travis watershed;

                                   (a) ~~[and]~~the Lake Austin watershed, excluding the Bull Creek watershed and the area to the south of Bull Creek and the east of Lake Austin; and

                                   (c) the Bear West, Bee, Bohl's Hollow, Cedar Hollow, Coldwater, Commons Ford, Connors, Cuernavaca, Harrison Hollow, Hog Pen, Honey, Little Bee, Panther Hollow, Running Deer, St. Stephens, Steiner, and Turkey Creek watersheds.

(10) WATER SUPPLY SUBURBAN WATERSHEDS include:

- (a) the Bull, Eanes, Dry Creek North [Dry], Huck's Slough, Taylor Slough North, Taylor Slough South, and West Bull creek watersheds;
- (b) the Lady Bird [Town] Lake watershed on the south side of Lady Bird [Town] Lake from Barton Creek to Tom Miller Dam;

- (c) the Lady Bird [Town] Lake watershed on the north side of Lady Bird [Town] Lake from Johnson Creek to Tom Miller Dam; and
- (d) the Lady Bird [Town] Lake watershed on the east side of Lake Austin from Tom Miller Dam to Bull Creek.

**SECTION 8.** Section 30-5-22 (*Urban Watershed Exemptions*) is deleted in its entirety and replaced with the following:

**§ 30-5-22 APPLICABILITY.**

This subchapter applies to a preliminary plan, final plat, or subdivision construction plan outside the city's zoning jurisdiction and inside the portion of the city's extraterritorial jurisdiction that is within Travis County.

**SECTION 9.** Section 30-5-23 (*Special Exceptions*) is amended to read as follows:

**§ 30-5-23 SPECIAL EXCEPTIONS; LIMITED ADJUSTMENTS.**

- (A) Except as prohibited by Article 13[42] (*Save Our Springs Initiative*), a special exception from the requirements of this subchapter may be granted in accordance with Chapter 30-1, Article 9, Division 4 (*Special Exceptions*).
- (B) If a three-quarters majority of the City Council concludes, or a court of competent jurisdiction renders a final judgment concluding that identified sections of this subchapter, as applied to a specific development project or proposal violate the United States Constitution or the Texas Constitution or are inconsistent with federal or state statutes that may preempt a municipal ordinance or the Austin City Charter, the City Council may, after a public hearing, adjust the application of this subchapter to that project to the minimum extent required to comply with the conflicting law. Any adjustment shall be structured to provide the maximum protection of water quality.

**SECTION 10.** Section 30-5-24(*Redevelopment Exception*) is deleted in its entirety.

**SECTION 11.** Section 30-5-41 (*Land Use Commission Variances*) is amended to read as follows:

**§ 30-5-41 LAND USE COMMISSION VARIANCES.**

- (A) It is the applicant's burden to establish that the findings described in this Section have been met. Except as provided in Subsections (B) and (C), the land use commission may grant a variance from a requirement of this subchapter after determining that:

- (1) the requirement will deprive the applicant of a privilege or the safety of property given to owners of other similarly situated property with approximately contemporaneous development;
  - (2) the variance:
    - (a) is not based on a condition caused by the method chosen by the applicant to develop the property, unless the development method provides greater overall environmental protection that is achievable without the variance;
    - (b) is the minimum change necessary to avoid the deprivation of a privilege given to other property owners and to allow a reasonable use of the property; and
    - (c) does not create a significant probability of harmful environmental consequences; and
  - (3) development with the variance will result in water quality that is at least equal to the water quality achievable without the variance.
- (B) The land use commission may grant a variance from a requirement of [~~Section 30-5-393 (Water Quality Transition Zone),~~] Section 30-5-422 [423] (*Water Quality Transition Zone*), Section 30-5-452[453] (*Water Quality Transition Zone*), or Article 7, Division 1 (*Critical Water Quality Zone Restrictions*) after determining that:
- (1) the criteria for granting a variance in Subsection (A) are met;
  - (2) the requirement for which a variance is requested prevents a reasonable, economic use of the entire property; and
  - (3) the variance is the minimum change necessary to allow a reasonable, economic use of the entire property.
- (C) The land use commission may not grant a variance from a requirement of Article 13[42] (*Save Our Springs Initiative*).
- (D) The land use commission shall prepare written findings of fact to support the grant or denial of a variance request under this section.

**SECTION 12.** Section 30-5-42 (*Administrative Variances*) is amended to read as follows:

**§ 30-5-42 ADMINISTRATIVE VARIANCES.**

(A) A variance under this section may not vary the requirements of Article 13 [42] *Save Our Springs Initiative*).

(B) The Watershed Protection Department director may grant a variance from a requirement of:

(1) Section 30-5-261 (Critical Water Quality Zone Development), only if:

(a) necessary to protect public health and safety, or if it would provide a significant, demonstrable environmental benefit, as determined by a functional assessment of floodplain health as prescribed by the Environmental Criteria Manual,

(b) necessary to allow an athletic field in existence on {the effective date of this ordinance} to be maintained, improved, or replaced,

(c) necessary to allow an athletic field to be located in an area not otherwise allowed under Section 30-5-261 (B) (5), or

(d) necessary to allow a hard surfaced trail to be located in an area not otherwise allowed under Section 30-5-261(B) (3);

(2) Section 30-5-261 (Critical Water Quality Zone Development), for development within an urban watershed, only if the proposed development:

(a) is located not less than 25 feet from the centerline of a waterway,

(b) is located outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual,

(c) does not increase non-compliance, if any, with Article 7, Division 1 (Critical Water Quality Zone Restrictions), Section 30-5-281 (Critical Environmental Features) or Section 30-5-282 (Wetland Protection), and

(d) restores native vegetation and soils if development is removed from the Critical Water Quality Zone;

(3) Subsection 30-5-262 (B) (Critical Water Quality Zone Street Crossings), only outside the Barton Springs Zone;

(4) Section 30-5-281 (Critical Environmental Features);  
[Subsection 30-5-423(C) (Water Quality Transition Zone);]

\_\_\_\_\_ (5) (2) Section 30-5-322 (*Clearing For A Roadway*);  
[~~(3)~~ Subsection 30-5-343(A) (*Spoil Disposal*);  
~~(4)~~ Article 7, Division 1 (*Critical Water Quality Zone Restrictions*);]

(6)[~~(5)~~] Section 30-5-341 (*Cut Requirements*) or Section 30-5-342 (*Fill Requirements*), for a water quality control or detention facility and appurtenances for conveyance such as swales, drainage ditches, and diversion berms; [or]

\_\_\_\_\_ (7)[~~(6)~~] Section 30-5-341 (*Cut Requirements*) or Section 30-5-342 (*Fill Requirements*), for a cut or fill of not more than eight feet in the desired development zone;

(8) Subsection 30-5-343(A) (*Spoil Disposal*);

(9) Section 30-5-365 (*Interbasin Diversion*).

(C) It is the applicant's burden to establish that the findings described in this Section have been met.

(D) The Watershed Protection Department director may grant a variance described in Subsection (B) only after determining that [:

(4) —]development in accordance with the variance meets the objective of the requirement for which the variance is requested[;] and:

\_\_\_\_\_ (1) [~~(2)~~] for property in the Barton Springs Zone, the variance will result in water quality that is at least equal to the water quality achievable without the variance; [and]

\_\_\_\_\_ (2) for a variance from Section 30-5-261 (B) (5), that the proposed work on or placement of the athletic field will have no adverse environmental impacts;

(3) for a variance from Section 30-5-281, that the proposed measures preserve all characteristics of the critical environmental feature;

\_\_\_\_\_ (4) for a variance from Section 30-5-341 or Section 30-5-342 [described in Paragraph (B)(6)], the cut or fill is not located on a slope with a gradient of more than 15 percent or within 100 feet of a classified waterway;

\_\_\_\_\_ (5) for a variance from Section 30-5-343(A), use of the spoil provides a necessary public benefit. Necessary public benefits include:

\_\_\_\_\_ (a) roadways;

(b) stormwater detention facilities;

(c) public or private park sites; and

(d) building sites that comply with Section 30-5-341 (*Cut Requirements*),  
Section 30-5-342 (*Fill Requirements*), and Chapter 30-4(*Drainage*);  
and

(6) for a variance from Section 30-5-365, there are no adverse environmental or  
drainage impacts.

(E) [(D)] The Watershed Protection Department director shall prepare written findings to support the grant or denial of a variance request under this section.

**SECTION 13.** Section 30-5-62 (*Net Site Area*) is amended to add a new Subsection (C) to read as follows:

(C) Net site area does not apply in the urban or suburban watersheds.

**SECTION 14.** Section 30-5-63 (*Impervious Cover Calculations*) is amended to read as follows:

**§ 30-5-63 IMPERVIOUS COVER CALCULATIONS.**

(A) Impervious cover is calculated in accordance with this Section and the Environmental Criteria Manual.

(B) Impervious cover calculations include:

(1) roads;

(2) driveways;

(3) parking areas;

(4) buildings;

(5) concrete;

(6) impermeable construction covering the natural land surface;

(7) for an uncovered wood deck that has drainage spaces between the deck boards and that is located over a pervious surface, 50 percent of the horizontal area of the deck; and

(8) ~~[interlocking or permeable pavers, except up to 20 percent of the area of the pavers may be excluded in calculating impervious cover if the pavers are approved by the director for recharge enhancement under Section 30-5-151(*Innovative Management Practices*); and~~

~~\_\_\_\_\_ (9) ]the portion of a site used for the storage of scrap and metal salvage, including auto salvage.~~

(C) Impervious cover calculations exclude:

(1) sidewalks in a public right-of-way or public easement;

(2) multi-use trails open to the public and located on public land or in a public easement;

~~\_\_\_\_\_ (3) water quality controls, excluding subsurface water quality controls;~~

~~\_\_\_\_\_ (4) detention basins, excluding subsurface detention basins;~~

~~\_\_\_\_\_ (5)[(3)] drainage swales and conveyances;~~

~~\_\_\_\_\_ (6)[(4)] ponds, pools, and fountains; [and]~~

~~\_\_\_\_\_ (7) [(5)] areas with gravel placed over pervious surfaces that are used only for landscaping or by pedestrians and are not constructed with compacted base;~~

~~\_\_\_\_\_ (8) porous pavement designed in accordance with the Environmental Criteria Manual, limited to only pedestrian walkways and multi-use trails, and located outside the Edwards Aquifer Recharge Zone;~~

~~\_\_\_\_\_ (9) fire lanes designed as prescribed by the Environmental Criteria Manual, that consist of interlocking pavers, and are restricted from routine vehicle access; and~~

~~\_\_\_\_\_ (10) a subsurface portion of a parking structure if the director of the Watershed Protection Department determines that:~~

~~\_\_\_\_\_ (a) the subsurface portion of the structure:~~

~~\_\_\_\_\_ (i) is located within an urban or suburban watershed;~~

~~\_\_\_\_\_ (ii) is below the grade of the land that existed before construction of the structure;~~

\_\_\_\_\_ (iii) is covered by soil with a minimum depth of two feet and an average depth of not less than four feet; and

\_\_\_\_\_ (iv) has an area not greater than fifteen percent of the site;

\_\_\_\_\_ (b) the structure is not associated with a use regulated by Section 1.2.2 of Subchapter F of Chapter 25-2 (*Residential Design and Compatibility Standards*);

\_\_\_\_\_ (c) the applicant submits an assessment of the presence and depth of groundwater at the site sufficient to determine whether groundwater will need to be discharged or impounded; and

\_\_\_\_\_ (d) the applicant submits documentation that the discharge or impoundment of groundwater from the structure, if any, will be managed to avoid adverse effects on public health and safety, the environment, and adjacent property.

**SECTION 15.** Section 30-5-65 (*Roadways*) is deleted in its entirety and replaced with the following.

**§ 30-5-65 COMMERCIAL IMPERVIOUS COVER**

- (A) This section applies to impervious cover calculations for commercial developments.
- (B) An application for a commercial development must demonstrate that once fully constructed, the development will not exceed applicable maximum impervious cover limitations.
- (C) Subsection (B) does not apply to an application for a commercial site development, including a roadway project, that will not exceed 8,000 square feet of new impervious cover. For the purposes of this Section, roadway improvements are limited to intersection upgrades, low-water crossing upgrades, additions for bicycle lanes, and additions for mass transit stops.

**SECTION 16.** Section 30-5-91 (*Waterway Classifications*) is amended to read as follows:

**§ 30-5-91 WATERWAY CLASSIFICATIONS.**

- (A) This section classifies ~~[the significant]~~ waterways ~~[in each watershed]~~ according to drainage area.
- (B) In all watersheds except urban~~[a suburban watershed]~~:

- (1) a minor waterway has a drainage area of at least 64 [320] acres and not more than 320 [640] acres;
- (2) an intermediate waterway has a drainage area of more than 320[640] acres and not more than 640 [1280] acres; and
- (3) a major waterway has a drainage area of more than 640 [1280] acres.

~~[(C) In a water supply suburban watershed:~~

- ~~(1) a minor waterway has a drainage area of at least 128 acres and not more than 320 acres;~~
- ~~(2) an intermediate waterway has a drainage area of more than 320 acres and not more than 640 acres; and~~
- ~~(3) a major waterway has a drainage area of more than 640 acres.~~

~~(D) In a water supply rural watershed:~~

- ~~(1) a minor waterway has a drainage area of at least 64 acres and not more than 320 acres;~~
- ~~(2) an intermediate waterway has a drainage area of more than 320 acres and not more than 640 acres; and~~
- ~~(3) a major waterway has a drainage area of more than 640 acres.~~

~~(E) In the Barton Springs Zone:~~

- ~~(1) for the Barton Creek, Bear Creek, Little Barton Creek, Little Bear Creek, and Onion Creek watersheds:
  - ~~(a) a minor waterway has a drainage area of at least 64 acres and not more than 320 acres;~~
  - ~~(b) an intermediate waterway has a drainage area of more than 320 acres and not more than 640 acres; and~~
  - ~~(c) a major waterway has a drainage area of more than 640 acres; and~~~~
- ~~(2) for the Slaughter Creek and Williamson Creek watersheds:
  - ~~(a) a minor waterway has a drainage area of at least 128 acres and not more than 320 acres;~~~~

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

~~\_\_\_\_\_ (c) a major waterway has a drainage area of more than 640 acres.]~~

**SECTION 17.** Section 30-5-92 (*Critical Water Quality Zones Established*) is amended to read as follows:

**§ 30-5-92 CRITICAL WATER QUALITY ZONES ESTABLISHED.**

(A) In the water supply rural watersheds, water supply suburban watersheds, and Barton Springs zone, a [A] critical water quality zone is established along each waterway classified under Section 30-5-91 (*Waterway Classifications*).

(1) The boundaries of a critical water quality zone coincide with the boundaries of the 100 year flood plain calculated under fully developed conditions as prescribed by the Drainage Criteria Manual, except:

~~\_\_\_\_\_ (a) [(2)]~~ for a minor waterway, the boundaries of the critical water quality zone are located not less than 50 feet and not more than 100 feet from the centerline of the waterway;

~~\_\_\_\_\_ (b) [(a)]~~ for an intermediate waterway, the boundaries of the critical water quality zone are located not less than 100 feet and not more than 200 feet from the centerline of the waterway;

~~\_\_\_\_\_ (c) [(b)]~~ for a major waterway, the boundaries of the critical water quality zone are located not less than 200 feet and not more than 400 feet from the centerline of the waterway; and

~~\_\_\_\_\_ (d) [(e)]~~ for the main channel of Barton Creek, the boundaries of the critical water quality zone are located 400 feet from the centerline of the creek.

~~\_\_\_\_\_ (2) [(3)]~~ Notwithstanding the provisions of Subsections (A) ~~(1) [(2)]~~(a), (b), and (c), a critical water quality zone does not apply to a previously modified drainage feature serving a public roadway right of way that does not possess any natural and traditional character and cannot reasonably be restored to a natural condition, as prescribed in the Environmental Criteria Manual~~[extend beyond the crest of a bluff].~~

(B) In the suburban watersheds, a critical water quality zone is established along each waterway classified under Section 30-5-91 (*Waterway Classifications*).

~~\_\_\_\_\_ (1)~~ for a minor waterway, the boundaries of the critical water quality zone are located 100 feet from the centerline of the waterway;

- (2) for an intermediate waterway, the boundaries of the critical water quality zone are located 200 feet from the centerline of the waterway; and
  - (3) for a major waterway, the boundaries of the critical water quality zone are located 300 feet from the centerline of the waterway;
  - (4) The critical water quality zone boundaries may be reduced to not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway if the overall surface area of the critical water quality zone is the same or greater than the surface area that would be provided without the reduction, as prescribed in the Environmental Criteria Manual.
  - (5) Notwithstanding the provisions of Subsections (B) (1), (2), and (3), a critical water quality zone does not apply to a previously modified drainage feature serving a public roadway right of way that does not possess any natural and traditional character and cannot reasonably be restored to a natural condition.
- (C) Critical water quality zones are established to include the inundated areas that constitute Lake Walter E. Long, Lake Austin, Lady Bird Lake, and the Colorado River downstream of Lady Bird Lake.
- (D) ~~(B)~~ Critical water quality zones are established along and parallel to the shorelines of Lake Travis, Lake Austin, and Lady Bird ~~[Town]~~ Lake.
- (1) The shoreline boundary of a critical water quality zone:
    - (a) for Lake Travis, coincides with the 681.0 foot contour line;
    - (b) for Lake Austin, coincides with the 492.8 foot contour line;  
and
    - (c) for Lady Bird ~~[Town]~~ Lake, coincides with the 429.0 foot contour line.
  - (2) The width of a critical water quality zone, measured horizontally inland, is:
    - (a) 100 feet; or
    - (b) for a detached single-family residential use, 75 feet.
- (E) ~~(C)~~ Critical water quality zones are established along and parallel to the shorelines of the Colorado River downstream of Lady Bird ~~[Town]~~ Lake.

- (1) The shoreline boundary of a critical water quality zone coincides with the river's ordinary high water mark, as defined by Code of Federal Regulations Title 33, Section 328.3 (*Definitions*).
  - (2) The inland boundary of a critical water quality zone coincides with the boundary of the 100-year floodplain as delineated by the Federal Emergency Management Agency, except that the width of the critical water quality zone, measured horizontally inland, is not less than 200 feet and not more than 400 feet.
- (F) [(D)] In an urban watershed, a critical water quality zone is established along each waterway with a drainage area of at least 64 acres. This does not apply in the area bounded by IH-35, Riverside Drive, Barton Springs Road, Lamar Boulevard, and 15th Street.
- (1) The boundaries of the critical water quality zone coincide with the boundaries of the 100 year floodplain calculated under fully developed conditions as prescribed by the Drainage Criteria Manual; provided that the boundary is not less than 50 feet and not more than 400 feet from the centerline of the waterway.
  - ~~(2) Notwithstanding the provisions of Subsection (F) (1), a critical water quality zone does not apply to a previously modified drainage feature serving a public roadway right of way that does not possess any natural and traditional character and cannot reasonably be restored to a natural condition. [Except as limited by Paragraph (3), for a waterway whose 100-year flood plain has been delineated by the Federal Emergency Management Agency:~~
    - ~~(a) the boundaries of the critical water quality zone coincide with the boundaries of the floodplain as delineated by FEMA; or~~
    - ~~(b) if the applicant has calculated the 100-year flood plain for the waterway and the city has approved the calculations, the boundaries of the critical water quality zone coincide with the boundaries of the calculated flood plain.~~
  - ~~(2) Except as limited by Paragraph (3), for a waterway whose 100-year flood plain has not been delineated by the Federal Emergency Management Agency:~~
    - ~~(a) the boundaries of a critical water quality zone are located 100 feet from the centerline of the waterway; or~~
    - ~~(b) if the applicant has calculated the 100-year flood plain for the waterway and the city has approved the calculations, the boundaries of the critical water quality zone coincide with are the lesser of the boundaries of the calculated flood plain.~~

- (3) ~~The boundaries of a critical water quality zone are located not less than 50 feet and not more than 400 feet from the centerline of the waterway.]~~

**SECTION 18.** Section 30-5-93 (*Water Quality Transition Zones Established*), Subsection (A) is amended to read as follows:

- (A) In the water supply rural watersheds, water supply suburban watersheds, and in the Barton Springs zone, excluding [Except for] Lake Austin, Lake Travis, and Lady Bird [Town] Lake, a water quality transition zone is established adjacent and parallel to the outer boundary of each critical water quality zone.

**SECTION 19.** The title of Chapter 30-5, Subchapter A, Article 3 is amended to read as follows:

**ARTICLE 3. ENVIRONMENTAL RESOURCE INVENTORY [ASSESSMENT];  
POLLUTANT ATTENUATION PLAN.**

**SECTION 20.** Section 30-5-121 (*Environmental Assessment Requirement*) is amended to read as follows:

**§ 30-5-121 ENVIRONMENTAL RESOURCE INVENTORY [ASSESSMENT] REQUIREMENT.**

- (A) An applicant shall file an environmental resource inventory [assessment] with the [single office] Watershed Protection Department for proposed development located:
- (1) over a karst aquifer;
  - (2) within an area draining to a karst aquifer or reservoir;
  - (3) in a water quality transition zone;
  - (4) in a critical water quality zone;
  - (5) in a floodplain [flood plain]; or
  - (6) on a tract with a gradient of more than 15 percent.
- (B) An environmental resource inventory [assessment] must:
- (1) identify critical environmental features and propose protection measures for the features;

- (2) provide an environmental justification for spoil disposal locations or roadway alignments;
  - (3) propose methods to achieve overland flow~~[and justify enclosed storm sewers; and]~~;
  - (4) describe proposed industrial uses and the pollution abatement program; and
  - (5) be completed as prescribed by the Environmental Criteria Manual.
- (C) An environmental resource inventory ~~[assessment]~~ must include:
- (1) a hydrogeologic report in accordance with Section 30-5-122(*Hydrogeologic Report*);
  - (2) a vegetation report in accordance with Section 30-5-123 (*Vegetation Report*); and
  - (3) a wastewater report in accordance with Section 30-5-124 (*Wastewater Report*).
- (D) The Watershed Protection Department director ~~[single office]~~ may permit an applicant to exclude from an environmental resource inventory ~~[assessment]~~ information required by this section after determining that the information is unnecessary because of the scope and nature of the proposed development.

**SECTION 21.** City Code Section 30-5-122 (*Hydrogeologic Report*) is amended to read as follows:

**§ 30-5-122 HYDROGEOLOGIC REPORT.**

A hydrogeologic report must:

- (1) generally describe the topography, soils, and geology of the site;
- (2) identify springs and significant point recharge features on the site; ~~[and]~~
- (3) demonstrate that proposed drainage patterns will protect the quality and quantity of recharge at significant point recharge features; ~~and[-]~~
- (4) identify all recorded and unrecorded water wells, both on the site and within 150 feet of the boundary of the site.

**SECTION 22.** Section 30-5-125 (*Pollutant Attenuation Plan*) is amended to read as follows:

## § 30-5-125 POLLUTANT ATTENUATION PLAN.

An applicant proposing an industrial use that is not completely enclosed in a building shall provide a pollutant attenuation plan in accordance with the ~~[Administrative and the]~~ Environmental Criteria Manual ~~[Manuals]~~.

**SECTION 23.** Section 30-5-151 (*Innovative Management Practices*) is amended to read as follows:

### § 30-5-151 INNOVATIVE MANAGEMENT PRACTICES.

(A) An innovative water quality control is a practice that is not specifically prescribed in the Environmental Criteria Manual, but is designed to address the requirements of Article 6 (Water Quality Controls).

(B) ~~(A)~~ An innovative runoff management practice is a practice that is designed to address the requirements of ~~[Article 6 (Water Quality Controls) and]~~ Section 30-5-281 (*Critical Environmental Features*), enhance the recharge of groundwater and the discharge of springs, and maintain the function of critical environmental features. ~~[The city and county encourage innovative management practices.]~~

(C) A proposal for an [An] innovative water quality control or runoff management practice [proposal] must be reviewed and approved by the Watershed Protection Department director. Review and approval is based on:

- (1) technical merit;
- (2) compliance with the requirements of this title for water quality protection and improvement;
- (3) resource protection and improvement;
- (4) advantages over standard practices; and
- (5) anticipated maintenance requirements.

**SECTION 24.** Section 30-5-185 (*Overland Flow*) is amended to read as follows:

### § 30-5-185 OVERLAND FLOW.

(A) Drainage patterns must be designed to:

- (1) prevent erosion;
- (2) maintain infiltration and recharge of local seeps and springs;

- (3) attenuate the harm of contaminants collected and transported by stormwater; and
- (4) where possible, maintain and restore overland sheet flow, maintain natural drainage features and patterns, and disperse runoff back to sheet flow.

~~[(B) Construction of an enclosed storm sewer or an impervious channel lining is prohibited unless the single office determines, based on engineering evidence, that an enclosed storm sewers or impervious channel lining is the preferred option. A conflict between the requirements of this subsection and another requirement of this title may be resolved by an appeal to the land use commission.]~~

(B) [(C)] The applicant shall design an enclosed storm drain ~~[sewer]~~ to mitigate potential adverse impacts ~~[its harmful effect]~~ on water quality by using ~~[structural devices or other]~~ methods to prevent erosion and dissipate discharges from outlets. Applicant shall locate ~~[wherever practicable, and by locating]~~ discharges to maximize overland flow through buffer zones or grass-lined swales wherever practicable.

**SECTION 25.** Section 30-5-211 (*Water Quality Control Requirement*) is amended to read as follows:

**§ 30-5-211 WATER QUALITY CONTROL REQUIREMENT.**

- (A) In the Barton Springs Zone, water quality controls are required for all development.
- (B) In a watershed other than a Barton Springs Zone watershed, water quality controls are required for development:
  - (1) located in the water quality transition zone;
  - (2) of a golf course, play field, or similar recreational use, if fertilizer, herbicide, or pesticide is applied; or
  - (3) if the total of new and redeveloped impervious cover exceeds 8,000 square feet~~[except as provided in Subsection (C), with impervious cover that exceeds 20 percent of net site area].~~
- (C) In an urban watershed:
  - ~~(1) water quality controls are required in accordance with the Environmental Criteria Manual; and~~
  - ~~(2)]~~ All new development must provide for removal of floating debris from stormwater runoff.

- (D) The water quality control requirements in this division do not require water quality controls on a single-family or duplex lot but apply to the residential subdivision as a whole.
- (E) The water quality control requirements in this division do not require water quality controls for a roadway project with less than 8,000 square feet of new impervious cover. For the purposes of this Section, roadway improvements are limited to intersection upgrades, low-water crossing upgrades, additions for bicycle lanes, and additions for mass transit stops.

**SECTION 26.** Section 30-5-213 (*Water Quality Control Standards*) is amended to read as follows:

**§ 30-5-213 WATER QUALITY CONTROL STANDARDS.**

- (A) A water quality control must be designed in accordance with the Environmental Criteria Manual.
- (1) The control must provide at least the treatment level of a sedimentation/filtration system under the Environmental Criteria Manual.
  - (2) An impervious liner is required in an area where there is surface runoff to groundwater conductivity. If a liner is required and controls are located in series, liners are not required for the second or later in the series following sedimentation, extended detention, or sedimentation/filtration.
  - (3) The control must be accessible for maintenance and inspection as prescribed in the Environmental Criteria Manual.
- (B) A water quality control must capture~~[-, isolate,]~~ and treat the water draining to the control from the contributing area. The required capture volume is:
- (1) the first one-half inch of runoff; and
  - (2) for each 10 percent increase in impervious cover over 20 percent of gross site area, an additional one-tenth of an inch of runoff.
- (C) The location of a water quality control:
- (1) must avoid recharge features to the greatest extent possible;
  - (2) must be shown on the slope map, preliminary plan, site plan, or subdivision construction plan, as applicable; and
  - (3) in a water supply rural watershed, may not be in the 40 percent buffer zone, unless the control disturbs less than 50% of the buffer, and is located to

maximize overland flow and recharge in the undisturbed remainder of the 40 percent buffer zone.

- (D) This subsection provides additional requirements for the Barton Springs Zone.
- (1) Approval by the Watershed Protection Department director is required for a proposed water quality control that is not described in the Environmental Criteria Manual. The applicant must substantiate the pollutant removal efficiency of the proposed control with published literature or a verifiable engineering study.
  - (2) Water quality controls must be placed in sequence if necessary to remove the required amount of pollutant. The sequence of controls must be:
    - (a) based on the Environmental Criteria Manual or generally accepted engineering principles; and
    - (b) designed to minimize maintenance requirements.

**SECTION 27.** Section 30-5-214 (*Optional Payment Instead of Structural Controls in Urban Watersheds*) is amended to read as follows:

**§ 30-5-214 OPTIONAL PAYMENT INSTEAD OF STRUCTURAL CONTROLS IN URBAN WATERSHEDS.**

- (A) The Watershed Protection Department director shall identify and prioritize water quality control facilities for the urban watersheds in an Urban Watersheds Structural Control Plan. The Environmental Board shall review the plan in January of each year.
- (B) An Urban Watersheds Structural Control Fund is established for use in the design and construction of water quality control facilities in the urban watersheds.
- (C) Instead of providing the water quality controls required under Section 30-5-211 (*Water Quality Control Requirement*), in an urban watershed a developer may request approval to deposit with the city a nonrefundable cash payment, based on a formula established by the Council. The Watershed Protection Department director shall review the request and accept or deny the request based on standards in the Environmental Criteria Manual~~[not later than the 15th working day after its receipt]~~.
- (D) The Watershed Protection Department director shall deposit a payment made under this section in the Urban Watersheds Structural Control Fund.

**SECTION 28.** Section 30-5-231 (*Water Quality Control Maintenance and Inspection*) is amended to read as follows:

**§ 30-5-231 WATER QUALITY CONTROL MAINTENANCE AND INSPECTION.**

- (A) In this section:
- (1) COMMERCIAL DEVELOPMENT means all development other than Residential Development.
  - (2) COMMERCIAL POND means a required water quality control or appurtenance that receives stormwater runoff from a Commercial Development.
  - (3) ECM STANDARDS means the provisions in the Environmental Criteria Manual regarding maintenance of a required water quality control or appurtenance.
  - (4) RESIDENTIAL DEVELOPMENT means development of two dwelling units or less per lot.
  - (5) RESIDENTIAL POND means a required water quality control or appurtenance that receives stormwater runoff from a Residential Development.
- (B) The record owner of a commercial development shall maintain the commercial pond serving the commercial development in accordance with the ECM standards, whether or not the commercial pond is located on the same property as the commercial development. The record owner shall provide the City proof of the right to access and maintain the commercial pond if it is not located on the same property as the commercial development.
- (C) If more than one commercial development is served by a single commercial pond, the record owners of the commercial pond and all commercial developments served by the commercial pond shall be jointly and severally responsible for maintenance of the commercial pond in accordance with the ECM standards.
- (D) The Watershed Protection Department director may authorize an alternative arrangement for maintenance of a residential or commercial pond [~~basin~~] in accordance with the Environmental Criteria Manual [~~DCM~~] standards. If an alternative arrangement is approved by the director, the City Attorney shall determine whether an agreement is necessary; the agreement must be approved by the City Attorney and filed of record.
- (E) The City shall inspect each commercial pond that is not a subsurface pond at least once every three years to ensure that the commercial pond is being maintained in accordance with the ECM standards. If the commercial pond fails inspection

requiring an additional inspection, the Watershed Protection Department director may charge a re-inspection fee.

(F) The record owner of a subsurface commercial pond must provide the Watershed Protection Department with a maintenance plan and an annual report from a registered engineer verifying that the pond is in proper operating condition.

(G) [~~F~~] Until the City accepts a residential pond for maintenance, the record owner(s) of the residential pond and the residential development served shall maintain the residential pond in accordance with the ECM standards.

(H) [~~G~~] The City shall be responsible for maintenance of a residential pond only after the residential pond has been accepted for maintenance by the City. The City will accept the residential pond upon determining that it meets the requirements of the Environmental Criteria Manual and, if applicable, Section 25-8-234 (*Fiscal Security in the Barton Springs Zone*).

**SECTION 29.** Section 30-5-232 (*Dedicated Fund*), Subsection (C) is amended to read as follows:

(C) The Watershed Protection Department director shall administer the fund, allocate the fund for appropriate projects, and report annually to the Council regarding the status of the fund and the monitoring and maintenance program described in this section.

**SECTION 30.** Section 30-5-233 (*Barton Springs Zone Operating Permit*) is amended to read as follows:

**§ 30-5-233 BARTON SPRINGS ZONE OPERATING PERMIT.**

(A) In the Barton Springs Zone, the owner or operator of a commercial or multifamily development is required to obtain an annual operating permit for the required water quality controls

(B) To obtain an annual operating permit, an applicant must:

(1) provide the Planning and Development Review Department with:

(a) a maintenance plan; and

(b) the information necessary to verify that the water quality controls are in proper operating condition; and

(c) pay the required, nonrefundable fee.

- (C) The Planning and Development Review Department may verify that a water quality control is in proper operating condition by either inspecting the water quality control or accepting a report from a registered engineer.
- (D) The Planning and Development Review Department shall issue an operating permit after determining that:
  - (1) the applicant has complied with the requirements of Subsection (B); and
  - (2) the water quality controls are in proper operating condition.
- (E) The Planning and Development Review Department shall transfer an operating permit to a new owner or operator if, not later than the 30th day after a change in ownership or operation, the new owner or operator:
  - (1) signs the operating permit;
  - (2) accepts responsibility for the water quality controls; and
  - (3) documents the transfer on a form provided by the Planning and Development Review Department.

**SECTION 31.** Section 30-5-261 (*Critical Water Quality Zone Development*) is amended to read as follows:

**§ 30-5-261 CRITICAL WATER QUALITY ZONE DEVELOPMENT.**

In all watersheds, development is prohibited in a critical water quality zone except as provided in this Division. Development allowed in the critical water quality zone under this Division shall be revegetated and restored within the limits of construction as prescribed by the Environmental Criteria Manual.

- (A) A fence that does not obstruct flood flows is permitted in a critical water quality zone.
- (B) Open space [~~A public or private park, golf course, or open spaces, other than a parking lot,~~] is permitted in a critical water quality zone if a program of fertilizer, pesticide, and herbicide use is approved by the Watershed Protection Department director, subject to the conditions in this Subsection.
  - (1) In a water supply rural watershed, water supply suburban watershed, or the Barton Springs Zone, open space [~~park development~~] is limited to sustainable urban agriculture or a community garden if the requirements in subsection (B) (4) are met, multi-use trails, picnic facilities, [~~hiking, jogging, or walking trails~~] and outdoor facilities, excluding [~~and excludes~~] stables, [~~and~~] corrals for animals, and athletic fields.

(2) A~~[In the Barton Springs Zone, a]~~ master planned park that is ~~[reviewed by the land use commission and]~~ approved by the Council may include recreational development other than that described in Subsection (B)(1).

(3) A hard surfaced trail that does not cross the critical water quality zone may be located within the critical water quality zone only if:

(a) designed in accordance with the Environmental Criteria Manual;

(b) located outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual;

(c) limited to 12 feet in width unless a wider trail is designated in the Urban Trails Master Plan adopted by Council;

(d) located not less than 25 feet from the centerline of a waterway if within an urban watershed and not crossing the Critical Water Quality Zone; and

(e) located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway if within a watershed other than an urban watershed and not crossing the Critical Water Quality Zone.

(4) Open space may include sustainable urban agriculture or a community garden only if:

(a) in an urban watershed and located not less than 25 feet from the centerline of a waterway, or in a watershed other than an urban watershed and located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway;

(b) designed in accordance with the Environmental Criteria Manual; and

(c) limited to garden plots and paths, with no storage facilities or other structures over 500 square feet.

(5) In a suburban or urban watershed, open space may include an athletic field only if:

(a) the athletic field is in an urban watershed and located not less than 25 feet from the centerline of a waterway, or is in a suburban

watershed and located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway; and

(b) the owner of the athletic field submits to the Watershed Protection Department a maintenance plan to keep the athletic field well vegetated and minimize compaction, as prescribed in the Environmental Criteria Manual.

(C) Along Lake Travis, Lake Austin, or Lady Bird [Town] Lake:

- (1) a boat dock, pier, wharf, or marina and necessary access and appurtenances, is permitted in a critical water quality zone; and
- (2) approval by the Watershed Protection Department director of chemicals used to treat building materials that will be submerged in water is required before a permit may be issued or a site plan released.

(D) In the Barton Springs Zone:

- ~~(1) a boat dock, pier, wharf, or marina and necessary access appurtenances, or a pedestrian bridge, or bicycle or golf cart path, is permitted in a critical water quality zone; and~~
- ~~(2) approval by the director of chemicals used to treat building materials that will be submerged in water is required before a permit may be issued or a site plan released.]~~

~~(D)~~(E) A utility line, including a storm drain, is prohibited in the critical water quality zone, except as provided in subsection (E) or for a necessary crossing. A necessary utility crossing may cross into or through a critical water quality zone only if:

- (1) the utility line follows the most direct path into or across the critical water quality zone to minimize disturbance;
- (2) the depth of the utility line and location of associated access shafts are not located within an erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual; and
- (3) in [in] the Barton Springs Zone, is approved [approval] by the Watershed Protection Department director[is required for a utility line crossing].

- (E) In the urban and suburban watersheds, a utility line may be located parallel to and within the critical water quality zone if:
- (1) in an urban watershed and located not less than 50 feet from the centerline of a waterway, or in a watershed other than urban and located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway;
  - (2) designed in accordance with the Environmental Criteria Manual;
  - (3) located outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual; and
  - (4) the project includes either riparian restoration of an area within the critical water quality zone equal in size to the area of disturbance in accordance with the Environmental Criteria Manual, or payment into the Riparian Zone Mitigation Fund of a non-refundable amount established by ordinance.
- (F) [Except in the Barton Springs Zone,] Detention [detention] basins and wet ponds [floodplain alterations] are prohibited [permitted] in the critical water quality zone unless [if] the requirements of Section 30-5-364 (*Floodplain Modification*), Chapter 30-4 (*Drainage*), and the other provisions of this subchapter are met.
- (G) Floodplain modifications are prohibited in the critical water quality zone unless:
- (1) the floodplain modifications proposed are necessary to protect the public health and safety;
  - (2) the floodplain modifications proposed would provide a significant, demonstrable environmental benefit, as determined by a functional assessment of floodplain health as prescribed by the Environmental Criteria Manual, or
  - (3) the floodplain modifications proposed are necessary for development allowed in the critical water quality zone under section 30-5-261 (*Critical Water Quality Zone Development*) or 30-5-262 (*Critical Water Quality Zone Street Crossings*).
- (H) In the urban and suburban watersheds, vegetative filter strips, rain gardens, biofiltration ponds, areas used for irrigation or infiltration of stormwater, or other controls as prescribed by rule are allowed in the critical water quality zone if:

- (1) in an urban watershed and located not less than 50 feet from the centerline of a waterway, or in a watershed other than urban and located no less than 50 feet from the centerline of a minor waterway, no less than 100 feet from the centerline of an intermediate waterway, and no less than 150 feet from the centerline of a major waterway;
  - (2) located outside the 100 year floodplain; and
  - (3) located outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual.
- (I) A residential lot that is 5,750 square feet or less in size may not include any portion of a critical water quality zone.
- (J) For the purposes of calculating the centerline of a waterway in an urban watershed under this Section, the waterway must have a drainage area of at least 64 acres and be located outside the area bounded by Interstate 35, Riverside Drive, Barton Springs Road, Lamar Boulevard, and 15<sup>th</sup> Street.

**SECTION 32.** Section 30-5-262 (*Critical Water Quality Zone Street Crossings*) is amended by amending Subsection (C) and adding a new Subsection (D) to read as follows:

(C) [~~Except in the Barton Springs Zone, the director may vary the requirements of Subsection (B).~~] In all watersheds, multi-use trails may cross a critical water quality zone of any waterway.

(D) Notwithstanding subsections (A) and (B) and except in the Barton Springs Zone, a street or driveway may cross the critical water quality zone if the street or driveway is located in a center or corridor as identified on the growth concept map of the Imagine Austin Comprehensive Plan, as adopted by Ordinance No. 20120614-058, and if the proposed crossing:

- (1) is necessary to facilitate the development or redevelopment of a designated corridor or center as recommended in the Imagine Austin Comprehensive Plan, Chapter 4 (*Shaping Austin: Building the Complete Community*), growth concept map and related definitions; and
- (2) maintains the quality and quantity of recharge if located in a center or corridor designated as a sensitive environmental area in the Edwards Aquifer recharge zone, Edwards Aquifer contributing zone, or the South Edwards Aquifer recharge zone, as determined by the Watershed Protection Department director.

**SECTION 33.** Section 30-5-281 (*Critical Environmental Features*) is amended by amending Subsections (C) and (D) to read as follows:

(C) This subsection prescribes the requirements for critical environmental feature buffer zones.

- (1) A buffer zone is established around each critical environmental feature described in this subchapter.
  - (a) Except as provided in Subsection (C)(1)(b), the width of the buffer zone is 150 feet from the edge of the critical environmental feature.
  - (b) For a point recharge feature, the buffer zone coincides with the topographically defined catchment basin, except that the width of the buffer zone from the edge of the critical environmental feature is:
    - (i) not less than 150 feet; ~~and~~
    - (ii) not more than 300 feet; and
    - (iii) calculated in accordance with the Environmental Criteria Manual.
- (2) Within a buffer zone described in this subsection:
  - (a) the natural vegetative cover must be retained to the maximum extent practicable;
  - (b) construction is prohibited; and
  - (c) wastewater disposal or irrigation is prohibited.
- (3) If located at least 50 feet from the edge of the critical environmental feature, the prohibition of Subsection (C)(2)(b) does not apply to:
  - (a) a yard or hiking trail; or
  - (b) a recharge basin approved under Section 30-5-213 (*Water Quality Control Standards*) that discharges to a point recharge feature; or
  - (c) an innovative runoff management practice approved under Section 30-5-151 (*Innovative Management Practices*).
- (4) Perimeter fencing with not less than one access gate must be installed at the outer edge of the buffer zone for all point recharge features. The fencing must comply with the Standard Specifications Manual.

\_\_\_\_\_ (5) The owner must maintain the buffer zone in accordance with standards in the Environmental Criteria Manual to preserve the water quality function of the buffer.

(D) ~~[The director may grant an administrative variance to a requirement of this section. An applicant for a variance must demonstrate that the proposed measures preserve all characteristics of the critical environmental feature.]~~When voids in the rock substrate are uncovered during development, the following protocol must be followed:

\_\_\_\_\_ (1) construction in the area of the void must cease while the applicant conducts a preliminary investigation of the void as prescribed by the Environmental Criteria Manual.

\_\_\_\_\_ (2) The applicant shall contact a City of Austin Environmental Inspector to schedule further investigation by the City of the void as prescribed by the Environmental Criteria Manual if the preliminary investigation indicates that the void:

(a) is at least one square foot in total area;

(b) blows air from within the substrate;

(c) consistently receives water during any rain event; or

(d) potentially transmits groundwater.

\_\_\_\_\_ (3) Construction may only proceed after mitigation measures are reviewed and approved by the Watershed Protection Department.

**SECTION 34.** Section 30-5-282 (*Wetland Protection*) is amended to read as follows:

**§ 30-5-282 WETLAND PROTECTION.**

(A) Wetlands must be protected in all watersheds except in the area bounded by Interstate 35, Riverside Drive, Barton Springs Road, Lamar Boulevard, and 15<sup>th</sup> Street [central business area].

(B) Protection methods for wetlands include:

(1) appropriate setbacks that preserve the wetlands or wetland functions;

(2) wetland mitigation, including wetland replacement;

(3) wetland restoration or enhancement; or

(4) use of a wetlands for water quality controls.

(C) The Watershed Protection Department director may approve:

- (1) the removal and replacement of a wetland; or
- (2) the elimination of setbacks from a wetland that is proposed to be used as a water quality control.

**SECTION 35.** Section 30-5-302 (*Construction of a Building or Parking Area*), Subsection (B) is amended to read as follows:

(B) A person may construct a building or parking structure on a slope with a gradient of more than 15 percent and not more than 25 percent if the requirements of this subsection are met.

- (1) Impervious cover on slopes with a gradient of more than 15 percent may not exceed 10 percent of the total area of the slopes.
- (2) The terracing techniques in the Environmental Criteria Manual are required for construction that is uphill or downhill of a slope with a gradient of more than 15 percent.
- (3) Hillside vegetation may not be disturbed except as necessary for construction, and disturbed areas must be restored with native and adapted vegetation as prescribed in the Environmental Criteria Manual.
- (4) For construction described in this section, a cut or fill must be revegetated, or if a cut or fill has a finished gradient of more than 33 percent, stabilized with a permanent structure. This does not apply to a stable cut.

**SECTION 36.** Section 30-5-343 (*Spoil Disposal*) is amended by deleting Subsection (B) in its entirety and renumbering the remaining Subsections accordingly.

**SECTION 37.** Section 30-5-361 (*Wastewater Restrictions*) is amended to read as follows:

**§ 30-5-361 WASTEWATER RESTRICTIONS.**

(A) Wastewater treatment by land application is prohibited:

- \_\_\_\_\_ (1) on a slope with a gradient of more than 15 percent;
- \_\_\_\_\_ (2) in a critical water quality zone;
- \_\_\_\_\_ (3) in a 100-year floodplain;

- \_\_\_\_\_ (4) on the trunk of surveyed trees;
  - \_\_\_\_\_ (5) in the buffer zone established around a critical environmental feature under Section 30-5-281 (*Critical Environmental Features*); or
  - \_\_\_\_\_ (6) during wet weather conditions.
- (B) A lot in the Edwards Aquifer recharge zone with private on-site sewage facilities must demonstrate compliance with City Code Chapter 15-5 (*Private Sewage Facilities*).
- ~~[(A) A wastewater line is prohibited in a critical water quality zone, except for a necessary crossing.~~
- ~~\_\_\_\_\_ (1) The land use commission may grant a variance to the prohibition of this subsection. An applicant for a variance must provide an environmental assessment evaluating the effects of alternative sewer alignments.~~
  - ~~\_\_\_\_\_ (2) Except for a necessary crossing, a wastewater line in a critical water quality zone must be located outside the two-year flood plain unless approved by Council.~~
- ~~(B) For a commercial development in a water supply rural watershed, a wastewater disposal area may not be located in the 40 percent buffer zone.~~
- ~~(C) Development for a wastewater disposal system is not permitted in a critical water quality zone.~~
- ~~(D) A package wastewater treatment plant with a capacity of 5,000 gallons a day or more must provide at least:~~
- ~~\_\_\_\_\_ (1) 100 days of storage capacity; or~~
  - ~~\_\_\_\_\_ (2) if using subsurface effluent disposal, 48 hours of storage capacity.]~~

**SECTION 38.** A new Section 30-5-364 is added to read as follows:

**§ 30-5-364 FLOODPLAIN MODIFICATION**

- (A) Floodplain modification within a critical water quality zone is prohibited except as allowed under Section 30-5-261 (*Critical Water Quality Zone Development*).
- (B) Floodplain modification outside a critical water quality zone is prohibited except as allowed in this section.
- (C) Floodplain modification is allowed only if the modification proposed:

- (1) is necessary to protect the public health and safety;
  - (2) would provide a significant, demonstrable environmental benefit, as determined by a functional assessment of floodplain health as prescribed by the Environmental Criteria Manual;
  - (3) is located within a floodplain area classified as in fair or poor condition, as determined by a functional assessment of floodplain health, prescribed by the Environmental Criteria Manual; or
  - (4) is necessary for development allowed under Section 30-5-261 (*Critical Water Quality Development*) or 30-5-262 (*Critical Water Quality Zone Street Crossings*).
- (D) Floodplain modifications must:
- (1) be designed to accommodate existing and fully-vegetated conditions;
  - (2) encourage sound engineering and ecological practices, prevent and reduce degradation of water quality, and encourage the stability and integrity of floodplains and waterways, as prescribed in the floodplain modification criteria in the Environmental Criteria Manual;
  - (3) restore floodplain health, or provide mitigation if restoration is infeasible, to support natural functions and processes as prescribed in the floodplain modification criteria in the Environmental Criteria Manual ; and
  - (4) comply with the requirements of Chapter 30-4 (*Drainage*), the Drainage Criteria Manual, and the Environmental Criteria Manual.
- (E) If mitigation is required under this Section, it may be satisfied by:
- (1) paying into the Riparian Zone Mitigation Fund a non- refundable amount established by ordinance;
  - (2) transferring in fee simple or placing restrictions on mitigation land approved by the Watershed Protection Department director and meeting the following conditions:
    - (a) located within the same watershed classification;
    - (b) in accordance with the procedures in Section 25-8-26 (*Redevelopment in the Barton Springs Zone*), Subsection (H) (3);

- (c) dedicated to or restricted for the benefit of the City or another entity approved by the Watershed Protection Department director and which the City or other approved entity accepts; or
- (3) a combination of the mitigation methods described in Subparagraphs (1) and (2), if approved by the Watershed Protection Department director.

**SECTION 39.** A new Section 30-5-365 is added to read as follows:

**§ 30-5-365 INTERBASIN DIVERSION.**

- (A) Development may not divert stormwater from one watershed to another, except as authorized by this Section.
- (B) A proposed diversion of less than 20% of the site based on gross site area or less than 1 acre, whichever is smaller, may be allowed if the applicant demonstrates that:
  - (1) existing drainage patterns are maintained to the extent feasible; and
  - (2) there are no adverse environmental or drainage impacts.

**SECTION 40.** A new Chapter 30-5, Subchapter A, Article 8 is added to read as follows, and the remaining Articles are renumbered accordingly:

**ARTICLE 8. URBAN WATERSHED REQUIREMENTS.**

**§ 30-5-371 APPLICABILITY; COMPLIANCE.**

- (A) This article applies to development in an urban watershed.
- (B) A person who develops in an urban watershed must comply with the requirements of this article.

**§ 30-5-372 UPLANDS ZONE.**

- (A) This section applies to development in an uplands zone. Impervious cover limits in this section are expressed as percentages of gross site area.
- (B) Maximum impervious cover for development outside the City's zoning jurisdiction is 80 percent.

**SECTION 41.** Sections 30-5-392 (*Critical Water Quality Zone*) and 30-5-393 (*Water Quality Transition Zone*) are deleted in their entirety.

**SECTION 42.** Section 30-5-394 (*Uplands Zone*) is renumbered as Section 30-5-392 and amended to read as follows:

**§ 30-5-~~392~~[~~394~~] UPLANDS ZONE.**

- (A) This section applies to development in an uplands zone. Impervious cover limits in this section are expressed as percentages of gross~~[net]~~ site area.
- (B) This subsection applies in the extraterritorial jurisdiction and in the portions of the Lake, Rattan, Buttercup, South Brushy, and Brushy Creek watersheds that are in the zoning jurisdiction.
- (1) Impervious cover for a single-family residential use with a minimum lot size of 5,750 square feet may not exceed:
- (a) 45 percent; or
  - (b) if development intensity is transferred under Section 30-5-~~393~~ [~~395~~](*Transfer Of Development Intensity*), 50 percent.
- (2) Impervious cover for a duplex or single-family residential use with a lot smaller than 5,750 square feet in size may not exceed:
- (a) 55 percent; or
  - (b) if development intensity is transferred under Section 30-5-~~393~~ [~~395~~](*Transfer Of Development Intensity*), 60 percent.
- (3) Impervious cover for a multifamily residential use may not exceed:
- (a) 60 percent; or
  - (b) if development intensity is transferred under Section 30-5-~~393~~ [~~395~~](*Transfer Of Development Intensity*), 65 percent.
- (4) Impervious cover for a commercial use may not exceed:
- (a) 65 percent; or
  - (b) if development intensity is transferred under Section 30-5-~~393~~ [~~395~~](*Transfer Of Development Intensity*), 70 percent.
- (5) Impervious cover for mixed use may not exceed
- (a) the limits in subsection (B) (3) for the portion of the ground floor that is multifamily residential;

(b) the limits in subsection (B) (4) for the portion of the ground floor that is commercial; and

(c) impervious cover for the entire site shall be based on the ratios determined on the ground floor.

(C) This subsection applies in the portion of the zoning jurisdiction that is outside the Lake, Rattan, Buttercup, South Brushy, and Brushy Creek watersheds.

(1) Impervious cover for a single-family residential use with a minimum lot size of 5,750 square feet may not exceed:

(a) 50 percent; or

(b) if development intensity is transferred under Section 30-5-393 [~~395~~] (*Transfer Of Development Intensity*), 60 percent.

(2) Impervious cover for a duplex or single-family residential use with a lot smaller than 5,750 square feet in size may not exceed:

(a) 55 percent; or

(b) if development intensity is transferred under Section 30-5-393 [~~395~~] (*Transfer Of Development Intensity*), 60 percent.

(3) Impervious cover for a multifamily residential use may not exceed:

(a) 60 percent; or

(b) if development intensity is transferred under Section 30-5-393 [~~395~~] (*Transfer Of Development Intensity*), 70 percent.

(4) Impervious cover for a commercial use may not exceed:

(a) 80 percent; or

(b) if development intensity is transferred under Section 30-5-393 [~~395~~] (*Transfer Of Development Intensity*), 90 percent.

(5) Impervious cover for mixed use may not exceed

(a) the limits in subsection (C) (3) for the portion of the ground floor that is multifamily residential;

(b) the limits in subsection (C) (4) for the portion of the ground floor that is commercial; and

\_\_\_\_\_ (c) impervious cover for the entire site shall be based on the ratios determined on the ground floor.

**SECTION 43.** Section 30-5-395 (*Transfer of Development Intensity*) is renumbered as Section 30-5-393 and amended to read as follows:

**§ 30-5-393 [395] TRANSFER OF DEVELOPMENT INTENSITY.**

(A) An applicant who complies with a provision of this subsection qualifies for the development intensity transfer described in the provision, subject to the requirements in subsection (B) and the impervious cover limitations in section 30-5-392 (Uplands Zone).

(1) ~~The [For each acre of land in a critical water quality zone that an applicant dedicates in fee simple to the city or county, the]~~ applicant may transfer 20,000 square feet of impervious cover to an uplands zone for each acre of land in a critical water quality zone:

\_\_\_\_\_ (a) dedicated to the City, County, or another entity approved by the Watershed Protection Department director in fee simple and which the City or other approved entity accepts; or

\_\_\_\_\_ (b) on which restrictions are placed to the benefit of the City, County, or other approved entity and which the City or other approved entity accepts; and

\_\_\_\_\_ (c) the applicant does not include in impervious calculations elsewhere.

\_\_\_\_\_ (2) The applicant may transfer 20,000 square feet of impervious cover to an uplands zone for each acre of land in an uplands zone:

\_\_\_\_\_ (a) located either in the 100-year floodplain or in an environmentally sensitive area as determined by environmental resource inventory and approved by the Watershed Protection Department director; and

\_\_\_\_\_ (b) dedicated to the City, County, or another entity approved by the Watershed Protection Department director in fee simple and which the City, County, or other approved entity accepts; or

\_\_\_\_\_ (c) on which restrictions are placed to the benefit of the City, County, or other approved entity and which the City, County, or other approved entity accepts; and

\_\_\_\_\_ (d) the applicant does not include in impervious calculations elsewhere.

- ~~(3) Land dedicated in fee simple to the City or County under this subsection may also be [to] credited toward the parkland dedication requirements of Chapter 30-2, Article 3, Division 5 (*Parkland Dedication*).~~
- ~~[(2) For each acre of land in the water quality transition zone that an applicant leaves undeveloped and undisturbed and does not include in impervious cover calculations elsewhere, the applicant may transfer 20,000 square feet of impervious cover to the uplands zone.~~
- ~~(3) For each acre of land in a water quality transition zone that an applicant uses for a golf course or other recreational use, restores using predominantly native plants and grasses, and provides a plan for minimizing the use and effect of pesticides, herbicides and fertilizers, the applicant may transfer 17,000 square feet of impervious cover to an uplands zone.~~
- ~~(4) For each acre of land in a water quality transition zone that an applicant uses for wastewater disposal, the applicant may transfer 10,000 square feet of impervious cover to an uplands zone.~~
- ~~(5) For each acre of land in an uplands zone that is located in the buffer zone of a critical environmental feature and that an applicant leaves natural and undisturbed, the applicant may transfer 20,000 square feet of impervious cover to an uplands zone. The buffer area may be included in the net site area calculations for the uplands zone.~~
- ~~(6) For each acre of land in an uplands zone that an applicant uses for wastewater irrigation, restricts against future development, and leaves in a natural state, other than for necessary irrigation lines and tailwater control berms, the applicant may transfer 20,000 square feet of impervious cover to an uplands zone.~~
- (B) An applicant who qualifies for a development intensity transfer under Subsection (A) must comply with requirements of this subsection to effect the transfer.
- (1) For transfers between two subdivided tracts:
- ~~(a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract [not more than one mile from the transferring tract]. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant.~~
- ~~(b) [(2)] An applicant must concurrently plat the transferring and receiving tracts and must transfer all development intensity at that time.~~

\_\_\_\_\_ (c) ~~[(3)]~~ An applicant must note the development intensity transfer on the plats of the transferring and receiving tracts, in a manner determined by the single office.

\_\_\_\_\_ (d) ~~[(4)]~~ An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

\_\_\_\_\_ (2) For transfers between two site plans

\_\_\_\_\_ (a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant

\_\_\_\_\_ (b) The transfer must be noted on the receiving and transferring site plans;

\_\_\_\_\_ (c) An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

\_\_\_\_\_ (d) The transfer must occur before the receiving and transferring site plans are released.

(3) For transfers within a single site plan, an applicant must file in the deed records a restrictive covenant, approved by the City Attorney and the county attorney, that runs with the transferring tract and describes the development intensity transfer.

**SECTION 44.** Section 30-5-422 (*Critical Water Quality Zone*) is deleted in its entirety and the remaining sections renumbered accordingly.

**SECTION 45.** Section 30-5-423 (*Water Quality Transition Zone*) is amended to read as follows:

**§ 30-5-~~422~~[423] WATER QUALITY TRANSITION ZONE.**

(A) Development is prohibited in a water quality transition zone that lies over the South Edwards Aquifer recharge zone, except for:

\_\_\_\_\_ (1) development described in Article 7, Division 1 (*Critical Water Quality Zone Restrictions*); and

(2) minor drainage facilities or water quality controls that comply with Section 30-5-364 (Floodplain Modification) and the floodplain modification criteria in the Environmental Criteria Manual.

(B) In a water quality transition zone that does not lie over the South Edwards Aquifer recharge zone, the impervious cover of the land area of a site may not exceed 18 percent. In determining land area, land in the 100 year floodplain is excluded.

(C) Water quality controls [~~for development in an uplands zone or water quality transition zone~~] may [~~not~~] be located in a water quality transition zone that does not lie over the South Edwards Aquifer recharge zone.

**SECTION 46.** Section 30-5-424 (*Uplands Zone*) is amended to read as follows:

**§ 30-5-423[424] UPLANDS ZONE.**

(A) This section applies to development in an uplands zone. Impervious cover limits in this section are expressed as percentages of net site area.

(B) Impervious cover for a duplex or single-family residential use may not exceed:

(1) 30 percent; or

(2) if development intensity is transferred under Section 30-5-424[425](*Transfer Of Development Intensity*), 40 percent.

(C) Impervious cover for a commercial, [~~or~~] multifamily residential use, or mixed use may not exceed:

(1) 40 percent; or

(2) if development intensity is transferred under Section 30-5-424[425](*Transfer Of Development Intensity*), 55 percent.

**SECTION 47.** Section 30-5-425 (*Transfer of Development Intensity*) is amended to read as follows:

**§ 30-5-424[425] TRANSFER OF DEVELOPMENT INTENSITY.**

(A) An applicant who complies with a provision of this section qualifies for the development intensity transfer described in the provision, subject to the requirements in subsection (B) and the impervious cover limitations in section 30-5-423 (*Uplands Zone*).

(1) The [~~For each acre of land in a critical water quality zone that an applicant dedicates in fee simple to the city or county, the~~] applicant may transfer

15,000 square feet of impervious cover to an uplands zone for each acre of land in a critical water quality zone or water quality transition zone:

(a) dedicated to the City, County, or another entity approved by the Watershed Protection Department director in fee simple and which the City or other approved entity accepts; or

(b) on which restrictions are placed to the benefit of the City, County, or other approved entity and which the City or other approved entity accepts; and

(c) the applicant does not include in impervious calculations elsewhere.

(2) Land dedicated in fee simple to the City or County under this subsection may also be credited toward the parkland dedication requirements of Chapter 30-2, Article 3, Division 5 (*Parkland Dedication*).

~~[(2) For each acre of land in the water quality transition zone that an applicant leaves undeveloped and undisturbed and does not include in impervious cover calculations elsewhere, the applicant may transfer 15,000 square feet of impervious cover to the uplands zone.~~

~~(3) For each acre of land in a water quality transition zone that an applicant uses for a golf course or other recreational use, restores using predominantly native plants and grasses, and provides a plan for minimizing the use and effect of pesticides, herbicides and fertilizers, the applicant may transfer 12,750 square feet of impervious cover to an uplands zone.~~

~~(4) For each acre of land in a water quality transition zone that an applicant uses for wastewater disposal, the applicant may transfer 7,500 square feet of impervious cover to an uplands zone.~~

~~(5) For each acre of land in an uplands zone that is located in the buffer zone of a critical environmental feature and that an applicant leaves natural and undisturbed, the applicant may transfer 15,000 square feet of impervious cover to an uplands zone. The buffer area may be included in the net site area calculations for the uplands zone.~~

~~(6) For each acre of land in an uplands zone that an applicant uses for wastewater irrigation, restricts against future development, and leaves in a natural state, other than for necessary irrigation lines and tailwater control berms, the applicant may transfer 15,000 square feet of impervious cover to an uplands zone.]~~

(B) An applicant who qualifies for a development intensity transfer under Subsection (A) must comply with requirements of this subsection to effect the transfer.

(1) For transfers between two subdivided tracts:

- \_\_\_\_\_ (a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract [~~not more than one mile from the transferring tract~~]. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant.
- \_\_\_\_\_ (b) [(2)] An applicant must concurrently plat the transferring and receiving tracts and must transfer all development intensity at that time.
- \_\_\_\_\_ (c) [(3)] An applicant must note the development intensity transfer on the plats of the transferring and receiving tracts, in a manner determined by the single office.
- \_\_\_\_\_ (d) [(4)] An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

\_\_\_\_\_ (2) For transfers between two site plans

- \_\_\_\_\_ (a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant.
- \_\_\_\_\_ (b) The transfer must be noted on the receiving and transferring site plans;
- \_\_\_\_\_ (c) An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.
- \_\_\_\_\_ (d) The transfer must occur before the receiving and transferring site plans are released.

\_\_\_\_\_ (3) For transfers within a single site plan, an applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

**SECTION 48.** Section 30-5-452 (*Critical Water Quality Zone*) is deleted in its entirety and the remaining sections renumbered accordingly.

**SECTION 49.** Section 30-5-453 (*Water Quality Transition Zone*) is amended to read as follows:

**§ 30-5-~~452~~[453] WATER QUALITY TRANSITION ZONE.**

(A) Development is prohibited in a water quality transition zone that lies over the South Edwards Aquifer recharge zone, except for:

- \_\_\_\_\_ (1) development described in Article 7, Division 1 (*Critical Water Quality Zone Restrictions*); and
- \_\_\_\_\_ (2) minor drainage facilities or water quality controls that comply with Section 30-5-364 (*Floodplain Modification*) and the floodplain modification criteria in the Environmental Criteria Manual.

(B) Development is prohibited in a water quality transition zone that lies outside the South Edwards Aquifer recharge zone, except for:

- (1) development described in Article 7, Division 1 (*Critical Water Quality Zone Restrictions*);
- (2) streets;
- (3) minor drainage facilities or water quality controls that comply with Section 30-5-364 (*Floodplain Modification*) and the floodplain modification guidelines of the Environmental Criteria Manual;
- (4) ~~[parks or open spaces; and~~
- \_\_\_\_\_ (5) duplex or single-family residential development with a minimum lot size of two acres and a density of not more than one unit for each three acres, excluding acreage in the 100 year flood plain.

(C) A lot that lies within a critical water quality zone must also include at least two acres in a water quality transition zone or uplands zone.

~~[(D) Water quality controls may not be located in a water quality transition zone.]~~

**SECTION 50.** Section 30-5-454 (*Uplands Zone*) is amended to read as follows:

**§ 30-5-~~453~~[454] UPLANDS ZONE.**

(A) This section applies to development in an uplands zone. Density and impervious cover limits are based on net site area.

(B) For a duplex or single family residential use, density may not exceed:

- (1) one unit for each two acres, with a minimum lot size of three-quarters acre; or
- (2) if development intensity is transferred under Section 30-5-~~454~~455(*Transfer Of Development Intensity*), one unit for each acre, with a minimum lot size of one-half acre.

(C) This Subsection applies to [~~For a~~] cluster housing [~~use,~~].

       (1) density may not exceed:

           (a) [~~(1)~~] one unit for each acre; or

           (b) [~~(2)~~] if development intensity is transferred under Section 30-5-~~454~~455(*Transfer Of Development Intensity*) two units for each acre.

       (2) At least 40 percent of the uplands area of a site must be retained in or restored to its natural state to serve as a buffer. The buffer must be contiguous to the development, and must receive overland drainage from the developed areas of the site unless a water quality control is provided. Use of the buffer is limited to fences, utilities that cannot reasonably be located elsewhere, irrigation lines not associated with wastewater disposal, and access for site construction. A wastewater disposal area may not be located in the buffer.

(D) This subsection applies to a commercial, [~~or~~] multifamily residential use or mixed use.

(1) Impervious cover may not exceed:

(a) 20 percent; or

(b) if development intensity is transferred under Section 30-5-~~454~~455(*Transfer Of Development Intensity*), 25 percent.

(2) At least 40 percent of the uplands area of a site must be retained in or restored to its natural state to serve as a buffer. The [~~the~~] buffer must be contiguous to the development, and [~~the buffer~~] must receive overland drainage from the developed areas of the site unless a water quality control is provided. Use of the buffer is limited to fences, utilities that cannot reasonably be located elsewhere, irrigation lines not associated with wastewater disposal, and access for site construction. A wastewater disposal area may not be located in the buffer.

**SECTION 51.** Section 30-5-455 (*Transfer of Development Intensity*) is amended to read as follows:

**§ 30-5-454[455] TRANSFER OF DEVELOPMENT INTENSITY.**

- (A) An applicant who complies with a provision of this section qualifies for the development intensity transfer described in the provision, subject to the requirements in subsection (B) and the impervious cover limitations in section 30-5-453 (*Uplands Zone*).
- (1) ~~The [For each acre of land in a critical water quality zone that an applicant dedicates in fee simple to the city, county, or another entity approved by the single office,]~~ the applicant may transfer one single-family residential housing unit or 6,000 square feet of impervious cover for commercial or multifamily development to an uplands zone for each acre of land in a critical water quality zone or water quality transition zone:
- (a) dedicated to the City, County, or another entity approved by the Watershed Protection Department director in fee simple and which the City, County, or other approved entity accepts; or
- (b) on which restrictions are placed to the benefit of the City, County, or other approved entity and which the City, County, or other approved entity accepts; and
- (c) the applicant does not include in impervious calculations elsewhere.
- (2) Land dedicated in fee simple to the City or County under this subsection may also be credited toward the parkland dedication requirements of Chapter 30-2, Article 3, Division 5 (*Parkland Dedication*).
- ~~[(2) For each acre of land in the water quality transition zone that an applicant leaves undeveloped and undisturbed and does not include in impervious cover calculations elsewhere, the applicant may transfer one single-family residential housing unit or 6,000 square feet of impervious cover for commercial or multifamily development to the uplands zone.~~
- ~~(3) For each acre of land in a water quality transition zone that an applicant uses for a golf course or other recreational use, restores using predominantly native plants and grasses, and provides a plan for minimizing the use and effect of pesticides, herbicides and fertilizers, the applicant may transfer 85 percent of a single-family residential housing unit or 5,100 square feet of impervious cover for commercial or multifamily development to an uplands zone.~~

- ~~(4) For each acre of land in a water quality transition zone that an applicant uses for wastewater disposal, the applicant may transfer 50 percent of a single-family residential housing unit or 3,000 square feet of impervious cover for commercial or multifamily development to an uplands zone.~~
- ~~(5) For each acre of land in an uplands zone that is located in the buffer zone of a critical environmental feature and that an applicant leaves natural and undisturbed, the applicant may transfer one single-family residential housing unit or 6,000 square feet of impervious cover for commercial or multifamily development to an uplands zone. The buffer area may be included in the net site area calculations for the uplands zone.~~
- ~~(6) For each acre of land in an uplands zone that an applicant uses for wastewater irrigation, restricts against future development, and leaves in a natural state, other than for necessary irrigation lines and tailwater control berms, the applicant may transfer one single-family residential housing unit or 6,000 square feet of impervious cover for commercial or multifamily development to an uplands zone.]~~

(B) An applicant who qualifies for a development intensity transfer under Subsection (A) must comply with requirements of this subsection to effect the transfer.

(1) For transfers between two subdivided tracts:

(a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract ~~[not more than one mile from the transferring tract]~~. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant.

\_\_\_\_\_ (b) ~~[(2)]~~ An applicant must concurrently plat the transferring and receiving tracts and must transfer all development intensity at that time.

\_\_\_\_\_ (c) ~~[(3)]~~ An applicant must note the development intensity transfer on the plats of the transferring and receiving tracts, in a manner determined by the single office.

\_\_\_\_\_ (d) ~~[(4)]~~ An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

\_\_\_\_\_ (2) For transfers between two site plans

- \_\_\_\_\_ (a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant.
- \_\_\_\_\_ (b) The transfer must be noted on the receiving and transferring site plans;
- \_\_\_\_\_ (c) An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.
- \_\_\_\_\_ (d) The transfer must occur before the receiving and transferring site plans are released.
- \_\_\_\_\_ (3) For transfers within a single site plan, an applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

**SECTION 52.** Section 30-5-481 (*Applicability; Compliance*), Subsection (B) is amended to read as follows:

- (B) A person who develops in the Barton Springs Zone must comply with the requirements of:
  - (1) this article; and
  - (2) Article 13[42] (*Save Our Springs Initiative*).

**SECTION 53.** Section 30-5-482 (*Critical Water Quality Zone*) is deleted in its entirety and the remaining sections renumbered accordingly.

**SECTION 54.** Section 30-5-483 (*Water Quality Transition Zone*) is amended to read as follows:

**§ 30-5-482[483] WATER QUALITY TRANSITION ZONE.**

- (A) Development is prohibited in a water quality transition zone that lies over the Edwards Aquifer recharge zone, except for:
  - (1) development described in Article 7, Division 1 (*Critical Water Quality Zone Restrictions*); and

- (2) minor drainage facilities or water quality controls that comply with the floodplain modification criteria [~~guidelines~~] of the Environmental Criteria Manual.
- (B) Development is prohibited in a water quality transition zone that lies outside the Edwards Aquifer recharge zone, except for:
- (1) development described in Article 7, Division 1 (*Critical Water Quality Zone Restrictions*);
  - (2) minor drainage facilities or water quality controls that comply with Section 30-5-364 (*Floodplain Modification*) and the floodplain modification guidelines of the Environmental Criteria Manual;
  - (3) streets; and
  - (4) duplex or single-family residential housing with a minimum lot size of two acres and a density of not more than one unit for each three acres, excluding acreage in the 100 year floodplain. ~~and~~  
~~—— (5) vegetative filter strips.]~~

**SECTION 55.** Section 30-5-512 (*Amendment*) is amended to read as follows:

**§ 30-5-512 AMENDMENT.**

This article [~~shall not be repealed or amended by City Council until two years after the effective date of the SOS ordinance, August 10, 1992. Thereafter, this article~~] may be repealed or amended only by an affirmative vote of a three-quarters majority of the City Council.

**SECTION 56.** Section 30-5-514 (*Pollution Prevention Required*), Subsection (A) is amended to read as follows:

- (A) In the watersheds contributing to Barton Springs, no development nor any revision, extension, or amendment thereof, may be approved unless it is designed, carried out, and maintained on a site-by-site basis to meet the pollution prevention requirements set forth below for the life of the project. In order to prevent pollution, impervious cover for all such development shall be limited to a maximum of 15 percent in the entire recharge zone, 20 percent of the contributing zone within the Barton Creek watershed, and 25 percent in the remainder of the contributing zone. The impervious cover limits shall be calculated on a net site area basis. In addition, runoff from such development shall be managed through water quality controls and onsite pollution prevention and assimilation techniques so that no increases occur in the respective average annual loadings of total suspended solids, total phosphorus, total nitrogen, chemical oxygen demand, [~~biochemical oxygen demand,~~] total lead, cadmium, E. coli., [~~fecal coliform,~~] fecal streptococci, volatile

organic compounds, total organic carbon, pesticides, and herbicides from the site. For a given project, impervious cover shall be reduced if needed to assure compliance with these pollutant load restrictions.

**SECTION 57.** Section 30-5-516 (*Application to Existing Tracts, Platted Lots, and Public Schools*) is amended to add a new Subsection (D) to read as follows:

- (D) This article does not apply to a roadway project with less than 8,000 square feet of new impervious cover. For the purposes of this Section, roadway improvements are limited to intersection upgrades, low-water crossing upgrades, additions for bicycle lanes, and additions for mass transit stops.

**SECTION 58.** Section 30-5-652 (*Fills at Lake Austin, Town Lake, and Decker Lake*) is amended to read as follows:

**§ 30-5-652 FILLS AT LAKE AUSTIN, LADY BIRD [TOWN] LAKE, AND [DECKER] LAKE WALTER E. LONG.**

- (A) Approval by the Parks and Recreation Board is required to place fill in Lake Austin, Lady Bird [Town] Lake, or [Decker] Lake Walter E. Long.
- (B) A person must file a written application with the Parks and Recreation Board for an approval under this section.
- (C) This section applies to a development application that includes a proposal to:
  - \_\_\_\_\_ (1) modify the shoreline of Lake Austin, Lady Bird Lake, or Lake Walter E. Long; or
  - \_\_\_\_\_ (2) dredge in or along that lake.
- (D) Before the single office may approve the development application, the single office must submit the development application to the Parks and Recreation Board.
- (E) The board shall review and comment on:
  - \_\_\_\_\_ (1) the navigational safety of the proposed development; and
  - \_\_\_\_\_ (2) the effect of the development on the recreational and natural character of the lake.
- (F) The board may develop specific criteria for determining:
  - \_\_\_\_\_ (1) the navigational safety of a proposed development; or

- \_\_\_\_\_ (2) the effect of a proposed development on the recreational and natural character of Lake Austin, Lady Bird Lake, or Lake Walter E. Long.

**Attachment 1**

**Chapter 30-4**

## **CHAPTER 30-4. DRAINAGE**

### **ARTICLE 1. GENERAL PROVISIONS.**

- § 30-4-1 Definitions
- § 30-4-2 Obstruction of Waterways Prohibited
- § 30-4-3 Duty to Maintain Unobstructed Waterways
- § 30-4-4 Standing Water Declared a Nuisance
- § 30-4-5 Computation of Stormwater Runoff

### **ARTICLE 2. DRAINAGE STUDIES; EROSION HAZARD ANALYSIS; FLOODPLAIN DELINEATION.**

- § 30-4-31 Single Office Authorized to Require Drainage Studies
- § 30-4-32 Single Office Authorized to Require Erosion Hazard Zone Analysis
- § 30-4-33 Floodplain Maps, Delineation, and Depiction

### **ARTICLE 3. REQUIREMENTS FOR APPROVAL.**

- § 30-4-61 Criteria for Approval of Development Applications
- § 30-4-62 Certificate of Professional Engineer Required for Certain Alterations and Improvements
- § 30-4-63 Approval by Single Office of Certain Permits and Certificates
- § 30-4-64 Design and Construction of Drainage Facilities and Improvements
- § 30-4-123 Enclosed Storm Sewers, Bridges, and Culverts

### **ARTICLE 5. RESPONSIBILITIES OF OWNER OR DEVELOPER.**

- § 30-4-151 Stormwater Conveyance and Drainage Facilities
- § 30-4-152 Dedication of Easements and Rights-of-way
- § 30-4-153 Detention Basin Maintenance and Inspection

## ARTICLE 1. GENERAL PROVISIONS.

### § 30-4-1 DEFINITIONS.

In this chapter:

- (1) ADVERSE FLOODING IMPACT means an increase in flood risk or hazards.
- (2) DEVELOPMENT APPLICATION means an application required under Title 25 for development, such as an application for subdivision, site plan, or building permit.
- (3) DIRECTOR, when used without a qualifier, means the director of the Watershed Protection Department, or the director's designee.
- (4) DRAINAGE EASEMENT means an easement or right-of-way for a drainage facility required by Section 25-7-152 (*Dedication of Easements and Rights-Of-Way*).
- (5) EROSION HAZARD ZONE means an area where future stream channel erosion is predicted to result in damage to or loss of property, buildings, infrastructure, utilities, or other valued resources.
- (6) FEMA means the Federal Emergency Management Agency.
- (7) FEMA FLOODPLAIN means a special flood hazard area delineated on a flood insurance rate map.
- (8) FLOOD INSURANCE RATE MAP means an official map of a community on which FEMA has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
- (9) 100 YEAR FLOODPLAIN means the 100-year floodplain calculated under fully developed conditions as prescribed by the Drainage Criteria Manual.
- (10) 25 YEAR FLOODPLAIN means the 25-year floodplain calculated under fully developed conditions as prescribed by the Drainage Criteria Manual.
- (11) WATERWAY means a watercourse, drainage way, branch, creek, or stream including, but not limited to, the limits of the 100-year and 25-year floodplains.

### § 30-4-2 OBSTRUCTION OF WATERWAYS PROHIBITED.

Unless authorized by a subdivision construction plan approved under County Code Chapter 64 (*Regulations for Flood Management and Guidelines for Development Permits*), or a development application approved under City Code Title 25, a person may not place, or cause to be placed, an obstruction in a waterway.

**§ 30-4-3 DUTY TO MAINTAIN UNOBSTRUCTED WATERWAYS.**

The person in control of real property traversed by a waterway shall keep the waterway free from an obstruction that is not authorized by a development application approved under Title 25 or County Code Chapter 64.

**§ 30-4-4 STANDING WATER DECLARED A NUISANCE.**

A pool of standing water in a waterway that is caused by an unauthorized obstruction in the waterway is declared to be a nuisance.

**§ 30-4-5 COMPUTATION OF STORMWATER RUNOFF.**

Stormwater runoff shall be computed on the basis of a fully developed contributing drainage area or watershed as determined under the Drainage Criteria Manual.

**ARTICLE 2. DRAINAGE STUDIES; EROSION HAZARD ANALYSIS;  
FLOODPLAIN DELINEATION.**

**§ 30-4-31 SINGLE OFFICE AUTHORIZED TO REQUIRE DRAINAGE STUDIES.**

- (A) The single office may require the owner of real property to provide, at the owner's expense and as a condition for development application approval, a drainage study for the total area to be ultimately developed.
- (B) The drainage study must be in accordance with the Drainage Criteria Manual.
- (C) If a drainage study is required under this Section, the single office may not accept for review a development application for any portion of the proposed development until the single office has received the required drainage study.

**§ 30-4-32 SINGLE OFFICE AUTHORIZED TO REQUIRE EROSION HAZARD ZONE ANALYSIS.**

- (A) The single office may require the owner of real property to provide, at the owner's expense and as a condition for development application approval, an analysis to establish the erosion hazard zone if the proposed development is:
  - (1) within 100 feet of the centerline of a waterway with a drainage area of 64 acres or greater; or
  - (2) located where significant erosion is present.
- (B) The erosion hazard zone analysis must be in accordance with the Drainage Criteria Manual.

- (C) If an erosion hazard zone analysis is required under this section, the single office may not accept for review a development application for any portion of the proposed development until the single office has received the required erosion hazard zone analysis.

**§ 30-4-33 FLOODPLAIN MAPS, DELINEATION, AND DEPICTION.**

- (A) The director shall designate and maintain official floodplain maps.
- (B) If an official floodplain map is not delineated, the owner of property to be developed shall calculate the boundaries of the 100-year floodplain in accordance with the Drainage Criteria Manual and submit the calculation to the single office for approval.
- (C) If the single office determines that FEMA regulations require a submission to the agency of a request for a flood insurance rate map revision, the single office may require that the revision request to FEMA be submitted by the owner of property to be developed.
- (D) A person who files a development application shall depict, as applicable:
  - (1) on a preliminary plan or subdivision construction plan:
    - (a) a 100-year floodplain;
    - (b) a FEMA floodplain; and
    - (c) a drainage easement or proposed drainage easement;
  - (2) on a final plat:
    - (a) a drainage easement; and
    - (b) a portion of a FEMA floodplain that is outside a drainage easement.
- (E) If a portion of a FEMA floodplain is outside a drainage easement, the owner of property to be developed shall, on a final plat:
  - (1) identify the portion of the FEMA floodplain that is outside the drainage easement, including the community and panel number of the flood insurance rate map; and
  - (2) include a note that:
    - (a) refers the reader to federal and local regulations governing development in a FEMA floodplain;

- (b) states that flood insurance may be required; and
- (c) describes efforts to revise the flood insurance rate map.

### **ARTICLE 3. REQUIREMENTS FOR APPROVAL.**

#### **§ 30-4-61 CRITERIA FOR APPROVAL OF DEVELOPMENT APPLICATIONS.**

- (A) A development application may not be approved unless:
  - (1) the proposed development application demonstrates sufficient capacity for the design flood, as determined under the Drainage Criteria Manual;
  - (2) each proposed improvement is sufficiently strong to resist:
    - (a) external pressure caused by earth or building; and
    - (b) internal pressure or abrasion caused by water or debris;
  - (3) the proposed grades will not permit water to gather in a pool that may become stagnant, excluding variable pools in creek beds as a result of natural channel design;
  - (4) temporary and permanent measures to control erosion are sufficient to minimize siltation of the waterway, as determined under the Environmental Criteria Manual; and
  - (5) the proposed development:
    - (a) will not result in additional adverse flooding impact on other property;
    - (b) except as provided by Subsection (B), to the greatest extent feasible preserves the natural and traditional character of the land and the waterway located within the 100-year floodplain;
    - (c) except as provided by Subsection (C), includes on-site control of the two-year peak flow, as determined under the Drainage Criteria Manual and the Environmental Criteria Manual;
    - (d) will not result in additional erosion impacts on other property; and
    - (e) locates all proposed improvements outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual.

- (B) A development application that proposes floodplain modification shall comply with Section 30-5-364 (*Floodplain Modification*).
- (C) A proposed development may provide off-site control of the two-year peak flow if the off-site control does not cause:
  - (1) an adverse water quality impact from increased in-stream peak flow; or
  - (2) streambank erosion.

**§ 30-4-62 CERTIFICATE OF PROFESSIONAL ENGINEER REQUIRED FOR CERTAIN ALTERATIONS AND IMPROVEMENTS.**

- (A) The single office may not accept a plan or specification for a proposed alteration or improvement of a bed or bank of a waterway unless the plan or specification is accompanied by a certificate bearing the seal of a Texas professional engineer certifying that:
  - (1) the hydraulic and structural design is adequate; and
  - (2) the proposed alteration or improvement complies with the ordinances of the city and county, the Drainage Criteria Manual, and the laws of this state.
- (B) Subsection (A) does not prohibit the single office from accepting a plan or specification for a minor alteration or improvement that, in the judgment of the single office, does not require certification by a Texas professional engineer.

**§ 30-4-63 APPROVAL BY SINGLE OFFICE OF CERTAIN PERMITS AND CERTIFICATES.**

If a development application requires the completion or partial completion of a drainage improvement before a building may be constructed on a lot, a building permit, certificate of compliance, or development permit may not be issued for the lot unless the single office approves the issuance.

**§ 30-4-64 DESIGN AND CONSTRUCTION OF DRAINAGE FACILITIES AND IMPROVEMENTS.**

The design and construction of a drainage facility or improvement must:

- (1) be in accordance with the Drainage Criteria Manual; and
- (2) provide for maintenance and protection from erosion in accordance with the Environmental Criteria Manual.

**§ 30-4-65 ENCLOSED STORM DRAINS, BRIDGES, AND CULVERTS.**

- (A) The single office must approve the plans and specifications for a storm drain, bridge, or culvert.
- (B) The county's Transportation and Natural Resources Department or the City Manager may inspect the construction of each storm drain, bridge, or culvert.

#### **ARTICLE 4. RESPONSIBILITIES OF OWNER OR DEVELOPER.**

##### **§ 30-4-151 STORMWATER CONVEYANCE AND DRAINAGE FACILITIES.**

- (A) The owner or developer of property to be developed is responsible for the conveyance of all stormwater flowing through the property, including stormwater that:
  - (1) is directed to the property by other developed property; or
  - (2) naturally flows through the property because of the topography.
- (B) Future upstream development shall be accounted for as determined under the Drainage Criteria Manual.
- (C) If the construction or improvement of a storm drainage facility is required along a property line that is common to more than one property owner, the owner proposing to develop the property is, at the time the property is developed, responsible for each required facility on either side of the common property line.
- (D) The responsibility of the owner proposing to develop the property includes the responsibility to dedicate or obtain the dedication of any right-of-way or easement necessary to accommodate the required construction or improvement of the storm drainage facility.
- (E) If an owner of property proposes to develop only a portion of that property, a stormwater drainage facility to serve that portion of the property proposed for immediate development or use is required, unless the platting official determines that construction or improvement of a drainage facility outside that portion of the property to be developed is essential to the development or use of the property to be developed.
- (F) The owner or developer shall provide adequate off-site drainage improvements to accommodate the full effects of the development. The city or county may assist the owner or developer in the acquisition of an interest in property necessary to provide an off-site improvement, if the owner or developer:
  - (1) by affidavit, certifies that a bona fide attempt to provide the off-site drainage improvements has not been successful; and

- (2) provides an adequate guarantee that the owner or developer will:
  - (a) finance the entire cost of acquiring the necessary property interest; and
  - (b) retain full responsibility for construction of the required off-site improvement.

**§ 30-4-152 DEDICATION OF EASEMENTS AND RIGHTS-OF-WAY.**

- (A) The owner of real property proposed to be developed shall dedicate to the public an easement or right-of way for a drainage facility, open or enclosed, and stormwater flow to the limits of the 100-year floodplain, as prescribed in the Drainage Criteria Manual.
- (B) An easement or right-of-way required by Subsection (A) must be of sufficient width to provide continuous access for the operation, maintenance, or repair of a drainage facility as prescribed in the Drainage Criteria Manual.
- (C) The owner of the property shall dedicate any additional easement or right-of-way that is necessary to allow continuous access for the operation, maintenance, or rehabilitation of a drainage facility.
- (D) A part of a lot or tract of land that is located in an easement or right-of-way required by this section may be included as part of the area of the lot or tract of land in the calculation of density or impervious cover.

**§ 30-4-153 DETENTION BASIN MAINTENANCE AND INSPECTION.**

- (A) In this section:
  - (1) **COMMERCIAL DEVELOPMENT** means all development other than Residential Development.
  - (2) **COMMERCIAL BASIN** means a required detention basin or appurtenance that receives stormwater runoff from a Commercial Development.
  - (3) **DCM STANDARDS** means the provisions in the Drainage Criteria Manual regarding maintenance of a required detention basin or appurtenance.
  - (4) **RESIDENTIAL DEVELOPMENT** means development of two dwelling units or less per lot.
  - (5) **RESIDENTIAL BASIN** means a required detention basin or appurtenance that receives stormwater runoff from a Residential Development.

- (B) The record owner of a commercial development shall maintain the commercial basin serving the commercial development in accordance with the DCM standards, whether or not the commercial basin is located on the same property as the commercial development. The record owner shall provide the City proof of the right to access and maintain the commercial basin if it is not located on the same property as the commercial development.
- (C) If more than one commercial development is served by a single commercial basin, the record owners of the commercial basin and all commercial developments served by the commercial basin shall be jointly and severally responsible for maintenance of the commercial basin in accordance with the DCM standards.
- (D) Alternative maintenance arrangements are authorized as follows:
  - (1) The director may authorize an alternative arrangement for maintenance of a commercial basin in accordance with the DCM standards. If an alternative arrangement is approved by the director, the City Attorney shall determine whether an agreement is necessary; the agreement must be approved by the City Attorney and filed of record.
  - (2) The executive manager of the Travis County Transportation and Natural Resources Department may authorize an alternative arrangement for maintenance of a residential basin in accordance with the DCM standards. If an alternative arrangement is approved by the executive manager, the county attorney shall determine whether an agreement is necessary; the agreement must be approved by the county attorney and filed of record.
- (E) The City shall inspect each commercial basin that is not a subsurface basin at least once every three years to ensure that the commercial basin is being maintained in accordance with the DCM standards, but will not inspect basins maintained by the County under Subsection (H). If the commercial basin fails inspection requiring an additional inspection, the director may charge a re-inspection fee.
- (F) The record owner of a subsurface commercial basin must provide the Watershed Protection Department with a maintenance plan and an annual report from a registered engineer verifying that the basin is in proper operating condition.
- (G) The record owner of a residential development shall maintain the residential basin serving the residential development in accordance with the DCM standards, whether or not the residential basin is located on the same property as the residential development. The record owner may assign maintenance responsibility to a duly established Homeowner's Association upon written approval by the executive manager of the Travis County Transportation and Natural Resources Department. The record owner of a subsurface residential basin must provide the

Travis County Transportation and Natural Resources Department with a maintenance plan and an annual report from a registered engineer verifying that the basin is in proper operating condition.

- (H) The county shall maintain a detention basin or appurtenance that is an integral part of a county road.
- (I) Section 30-5-231 (*Water Quality Control Maintenance and Inspection*) provides for maintenance of water quality controls.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By:** Paul Scoggins, Engineer Specialist **Phone #:** (512) 854-7619

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

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action a request to authorize the filing of an instrument to vacate a portion of the two ten foot wide public utility easements (PUE's) located along the common lot line of Lots 80 and 81 of Sandy Creek Ranches, Phase Four – Precinct Three.

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

TNR has received a request to authorize the filing of an instrument to vacate a portion of the two ten foot wide PUE's located along the common lot line of Lots 80 and 81 of Sandy Creek Ranches, Phase Four. The easements are dedicated per plat note. Lots 80 and 81 front on Sheep Hollow Trail, a street maintained by Travis County.

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

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR and staff finds the vacation request meets all Travis County standards. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR recommends the request.

### **ISSUES AND OPPORTUNITIES:**

According to the request letter, the owner would like to vacate a portion of the two subject easements in order to build a home and install its septic. Vacating the portions of the easements should resolve any potential encroachment issues.

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

None.

**ATTACHMENTS/EXHIBITS:**

- Order of Vacation
- Field Notes
- Request Letter
- Utility Statements
- Sign Affidavit and Pictures
- Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

**CC:**

Stacey Scheffel	Permit Program Manager	TNR	(512) 854-7565

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Sandy Creek Ranches, Phase Four**

**ORDER OF VACATION**

**STATE OF TEXAS                    §**

**COUNTY OF TRAVIS   §**

WHEREAS, the property owner requests the vacation of a portion of the two ten foot wide public utility easements located along the common lot line of Lots 80 and 81 of Sandy Creek Ranches, Phase Four as recorded at Book 63, Page 43 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 portion of the two public utility easements as described in the attached field notes and sketch;

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

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on January 21, 2014 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the portion of the two ten foot wide public utility easements located along the common lot line of Lots 80 and 81 of Sandy Creek Ranches, Phase Four, as shown and described in the attached field notes and sketch, is hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

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

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER BRUCE TODD  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

**FILE#**  
**EXHIBIT “\_1\_”**

**1,081 SQUARE FOOT**  
**PARTIAL RELEASE OF PUBLIC UTILITY EASEMENT**

**EXHIBIT “A”**

**BEING 1,081 SQUARE FEET OF LAND, BEING A PORTION OF A LOTS 80 AND 81, SANDY CREEK RANCHES, A SUBDIVISION RECORDED IN VOLUME 63, PAGES 43-44, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF EACH OF THE 10 FOOT PUBLIC UTILITY EASEMENTS THAT RUNS ALONG EACH SIDE LINE OF SAID LOTS 80 AND 81, SAME BEING THAT CERTAIN DAVID AND ANNA RIEKS TRACT RECORDED IN DOCUMENT NUMBER 2013033424, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 1,081 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING at an iron rod found in the westerly right-of-way line of Sheep Hollow Trail, at the common easterly corner of said Lots 80 and 81;

THENCE South 50 degrees 13 minutes 00 seconds West, along the common line of said Lots 80 and 81, 114.34 feet to a point in said line, for the POINT OF BEGINNING and a point in the easterly line hereof;

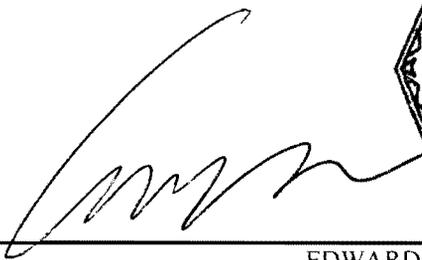
THENCE South 39 degrees 41 minutes 19 seconds East, through said Lot 81 and said 10 foot Public Utility Easement (herein referred to as PUE), 10.00 feet to a point in the southerly line of said PUE, for the southeast corner hereof;

THENCE South 50 degrees 13 minutes 00 seconds West, continuing through said Lot 81, along the southerly line of said PUE, 53.98 feet to a point in said line, for the southwest corner hereof;

THENCE North 39 degrees 57 36 seconds West, continuing said Lot 81 and said PUE at 10.00 feet passing the common line of said Lots 80 and 81, and continuing through said Lot 80 and said PUE in all 20.00 feet to a point in the northerly line of said PUE, for the northwest corner hereof;

THENCE North 50 degrees 13 minutes 00 seconds East, continuing through said Lot 80, along the northerly line of said PUE, 54.08 feet to a point in said line, for the northeast corner hereof;

THENCE South 39 degrees 41 minutes 19 seconds East, continuing through said Lot 80, through said PUE, 10.00 feet to the POINT OF BEGINNING.

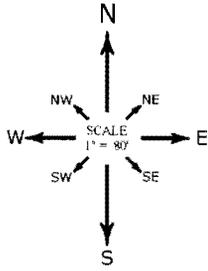


DATE 10-17-2013

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EDWARD C. RUMSEY, TX. RPLS #5729  
ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS 78729  
JOB # A1005613  
TCAD PROP ID # 354900  
AUSTIN GRID X-49

# 1,081 SQ. FT. PARTIAL RELEASE OF A PUBLIC UTILITY EASEMENT

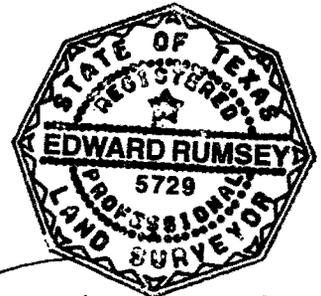
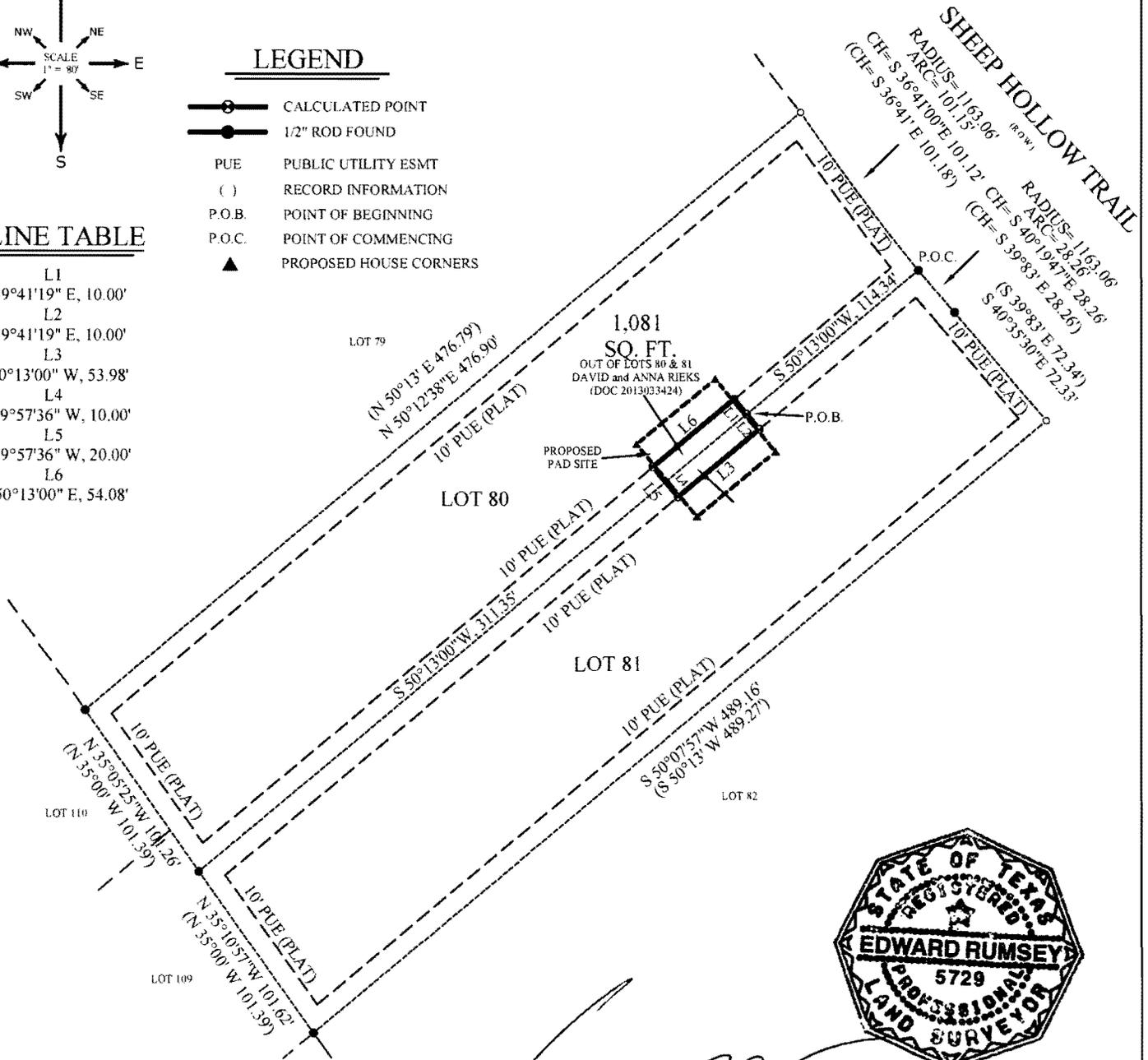


## LEGEND

- CALCULATED POINT
- 1/2" ROD FOUND
- PUE PUBLIC UTILITY ESMT
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- PROPOSED HOUSE CORNERS

## LINE TABLE

- L1 S 39°41'19" E, 10.00'
- L2 S 39°41'19" E, 10.00'
- L3 S 50°13'00" W, 53.98'
- L4 N 39°57'36" W, 10.00'
- L5 N 39°57'36" W, 20.00'
- L6 N 50°13'00" E, 54.08'



*[Handwritten Signature]*  
10-17-13

SURVEY DATE	OCTOBER 17, 2013	
JOB NO.	A1005613	
CALC BY	CHRIS ZOTTER	10/08/2013
DRAWN BY	CHRIS ZOTTER	10/08/2013
RPLS CHECK	EDWARD RUMSEY	10/17/2013

### LEGAL DESCRIPTION:

BEING 1,081 SQUARE FEET OF LAND, BEING A PORTION OF A LOTS 80 AND 81, SANDY CREEK RANCHES, A SUBDIVISION RECORDED IN VOLUME 63, PAGES 43-44, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF EACH OF THE 10 FOOT PUBLIC UTILITY EASEMENTS THAT RUNS ALONG EACH SIDE LINE OF SAID LOTS 80 AND 81, SAME BEING THAT CERTAIN DAVID AND ANNA RIEKS TRACT RECORDED IN DOCUMENT NUMBER 2013033424, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 1,081 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.



9020 ANDERSON MILL RD  
AUSTIN, TEXAS 78729  
(512) 249-8149 PHONE  
(512) 331-5217 FAX  
WWW.ALLSTARLANDSURVEYING.COM

December 4, 2013

To Whom it May Concern,

Please find attached the survey, metes and bounds and letters from the utility company's waiving their interest in the easement located between Lots 80 and 81, Sandy Creek Ranches Subdivision, Phase Four, Book 63, Page 43, Travis County Texas. We need to vacate the easement as listed on the survey and metes and bound in order to build a home and install a septic. Please expedite this process as our homeowner's are anxious to move forward. Please call me at 512-323-3903 if you have any questions.

Sincerely,



Michelle M Bearden

Closing Coordinator.

Tilson Home Corporation  
2508 Ashley Worth Blvd. Suite 100  
Austin, Texas 78738

411 Durham  
Houston, TX 77067  
713-802-9887  
FAX 713-869-5886

2508 Ashley Worth Blvd.  
Ste 100  
Austin, TX 78738  
512-323-3900  
FAX 512-323-3950

1-888-8TILSON  
TilsonHome.com

Sales Office  
**CENTRAL TEXAS**

Boerne  
1-800-929-4663

Georgetown  
1-888-816-2997

San Marcos  
1-800-929-2458

**GULF COAST**

Angleton  
1-800-275-0261

Bryan  
1-800-275-8576

Houston  
1-800-683-5171

Katy  
1-866-846-4443

Spring  
1-888-540-6710

**NORTH TEXAS**

McKinney  
1-800-291-6812

Weatherford  
1-800-807-8093



### SOUTHWESTERN BELL TELEPHONE COMPANY

### PARTIAL RELEASE OF EASEMENT

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

The surface only in Lots 80 and 81, Sandy Creek Ranches, Phase Four, Deed of record in Document 2013033424, Property Records of Travis County, Texas

Said land of GRANTEE(S) being subject to:

Easements recorded in Volume 63, Pages 43-44, Plat Records of Travis County, Texas,

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

Being 1,081 square feet of land, being a portion of Lots 80 and 81, and being a portion of each of the 10 foot PUEs that runs along each sideline of said Lots 80 and 81, described above,

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 21<sup>st</sup> day of OCTOBER, 2013

SOUTHWESTERN BELL TELEPHONE COMPANY

*[Signature]*

Name: DAVID S. A. RIEKS

Title: MANAGER OF RIEKS ENERGY, INC.

THE STATE OF TX  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID WILLIAMS, 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 21<sup>st</sup> day of OCTOBER, 2013.

*[Signature]*  
Notary Public in and for the State of TEXAS  
My Commission Expires Jan. 14, 2017





**TRANSPORTATION AND NATURAL RESOURCES**

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

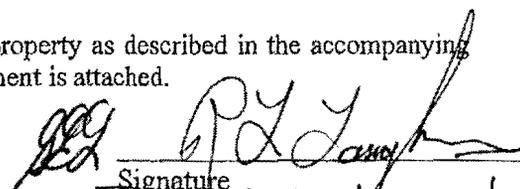
700 Lavaca Street  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 24707 Sheep Hollow Trail (address) and/or Leander, TX. 78641 (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  
 Robert L Kaughman  
 Printed Name  
 President  
 Title  
 Aqua Texas INC  
 Utility Company or District  
 11/7/13  
 Date

Please return this completed form to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip



Time Warner CABLE  
THE POWER OF YOU™  
750 CANYON DR, STE 500  
COPPELL, TX 75019

October 30, 2013

Sally O' Toole  
Tilson Home Corporation  
411 Durham Dr.  
Houston, TX 77007

SUBJECT: Abandonment of the ROW between Lots 80 and 81, Sandy Creek Ranches, Leander, TX

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment of the ROW near Sheep Hollow Trail and Ranch Rd, located within the city of Leander, TX.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to [west-engineering-relo@twcable.com](mailto:west-engineering-relo@twcable.com). Please share this information with whoever needs these services.

Sincerely,

A handwritten signature in black ink that reads "Kevin Kaw".



**TRANSPORTATION AND NATURAL RESOURCES**

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  
tel 512-854-9383  
fax 512-854-4649

**AFFIDAVIT OF POSTING**

**TO: County Judge  
County Commissioners  
Travis County, Texas**

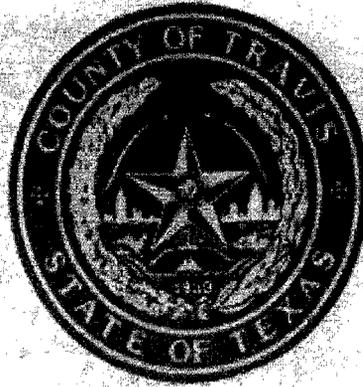
A Public Notice of Vacation sign for two ten foot wide public utility easements was posted on December 23, 2013, on the southwesterly side of Sheep Hollow Trail along the common lot line of Lots 80 and 81 of Sandy Creek Ranches, Phase Four at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 23 DAY OF December, 2013.

SIGNATURE: Jaime Garcia  
NAME (PRINT): Jaime Garcia  
TITLE: Trk/R&B Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\14-PUE\01-SheepHollowTrail\SignRequest-SheepHollowTrail.doc



# **NOTICE OF PUBLIC HEARING**

**JANUARY 21, 2014, AT 9:00 AM  
PUBLIC UTILITY EASEMENT VACATION**

**TO APPROVE THE VACATION OF TWO TEN  
FOOT WIDE PUBLIC UTILITY EASEMENTS  
LOCATED ALONG THE COMMON LOT LINE  
OF LOTS 80 AND 81 OF SANDY CREEK  
RANCHES, PHASE FOUR—A SUBDIVISION  
IN PRECINCT THREE**

**A HEARING WILL BE HELD AT  
THE TRAVIS COUNTY  
COMMISSIONERS COURTROOM  
700 LAVACA ST. AUSTIN, TEXAS  
FOR MORE INFORMATION CALL: 854-9383**

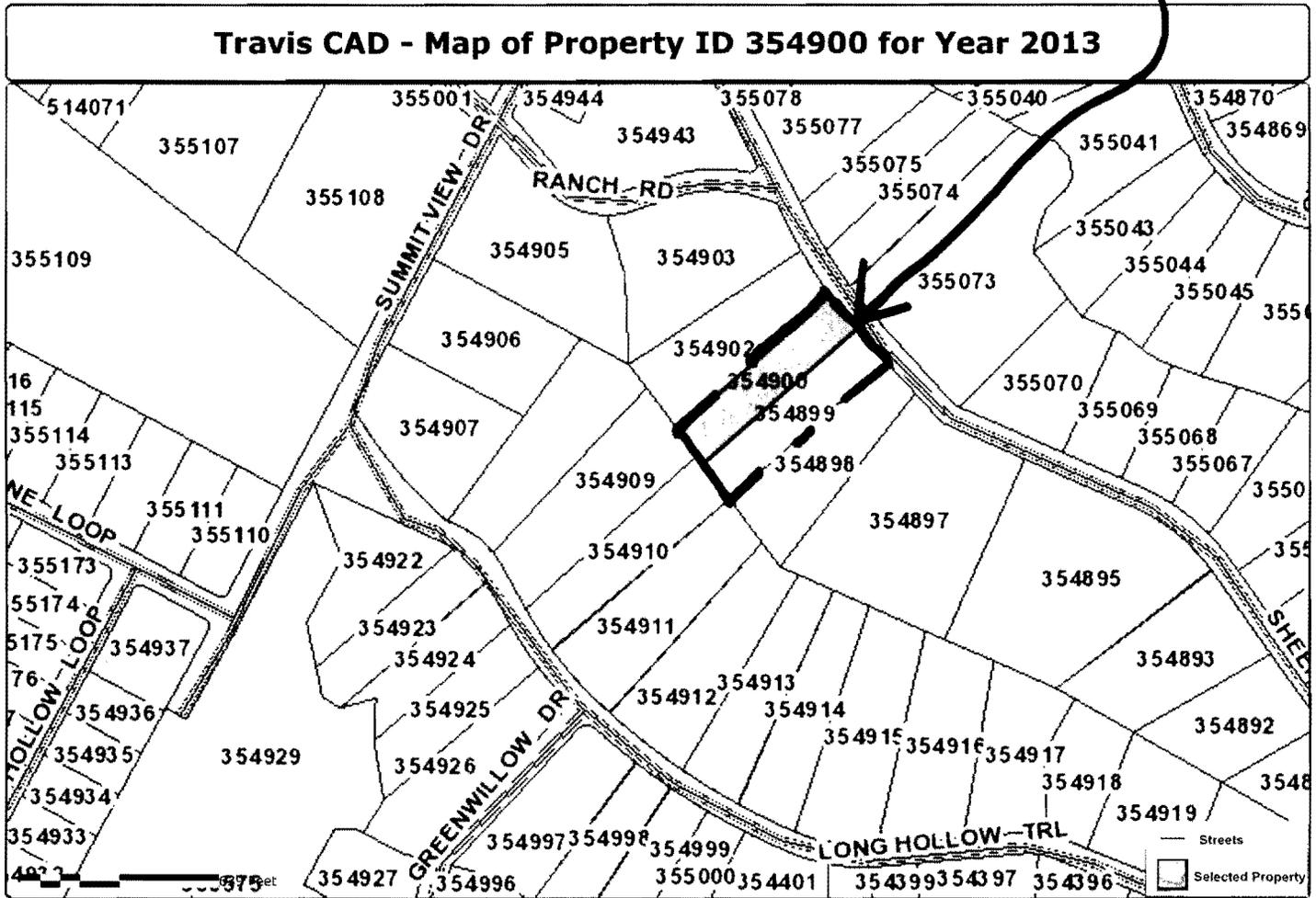


**NOTICE OF  
PUBLIC HEARING**  
JANUARY 21, 2014 AT 9:00 AM  
PUBLIC UTILITY EASEMENT VACATION

TO APPROVE THE VACATION OF TWO TEN  
FOOT WIDE PUBLIC UTILITY EASEMENTS  
LOCATED ALONG THE COMMON LOT LINE  
OF LOTS 19 AND 20, SOUTH CREEK  
BUNKERS TRACT, P.L.P., SOUTH BRONSON  
IN PRESENT TRICE.

A HEARING WILL BE HELD AT  
THE CLERK'S COUNTY  
COMMISSION ROOM  
700 LAVACA ST. AUSTIN, TEXAS  
FOR MORE INFORMATION, CALL 512-475-7333

# Site Location



## Property Details

**Account**  
 Property ID: 354900  
 Geo ID: 0525770313  
 Type: Real  
 Legal Description: LOT 80 SANDY CREEK RANCHES PHS 4

**Location**  
 Situs Address: 24707 SHEEP HOLLOW TRL TX 78641  
 Neighborhood: SANDY CREEK RANCHETTES, ETAL  
 Mapsco: 309U  
 Jurisdictions: 0A, 03, 2J, 41, 68, 69

**Owner**  
 Owner Name: RIEKS DAVID & ANNA  
 Mailing Address: , 1506 CARTERS GROVE, KATY, TX 77449

**Property**  
 Appraised Value: \$24,195.00

<http://propaccess.traviscad.org/Map/View/Map/1/354900/2013>

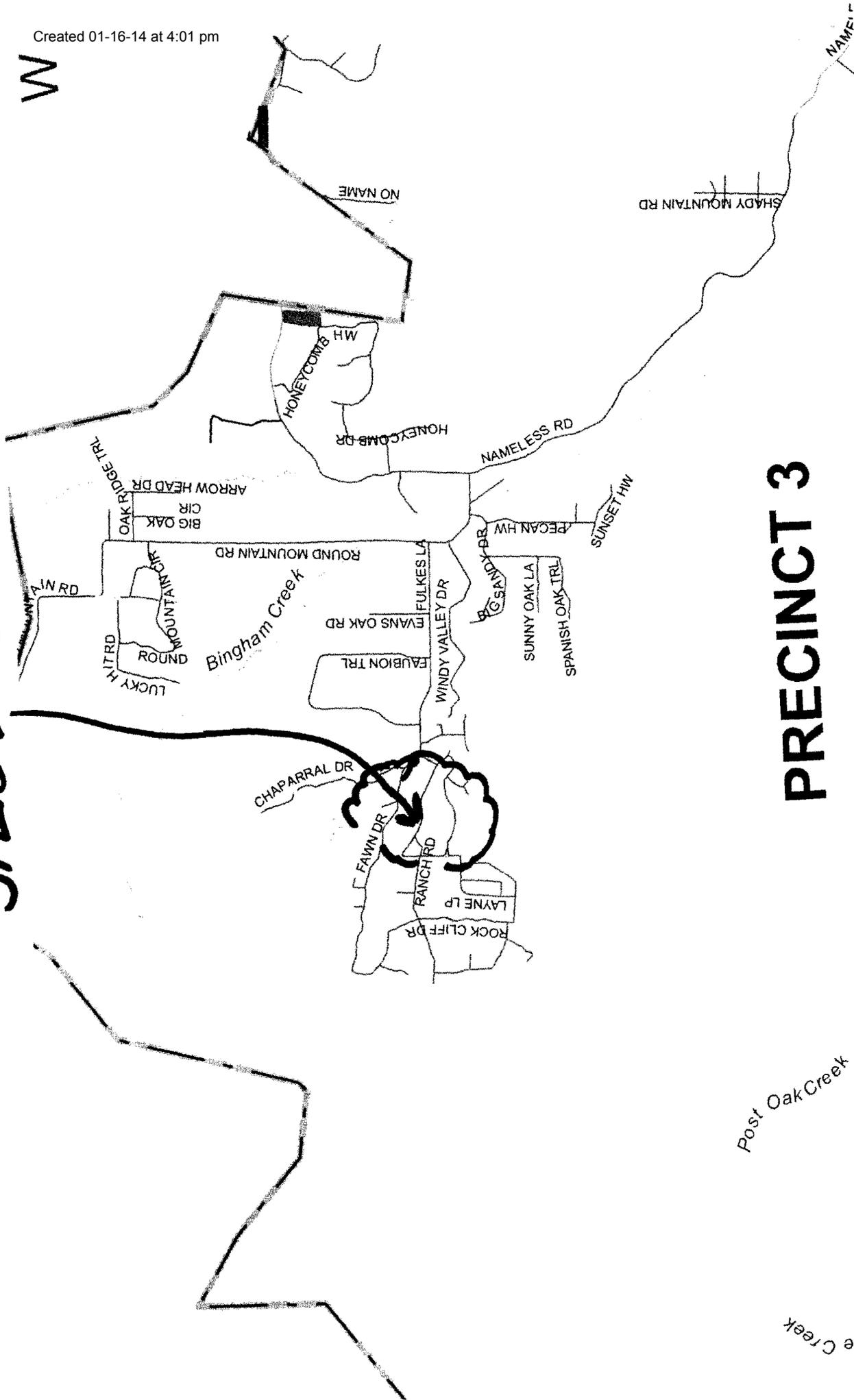


Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

W

NAME

Site Location

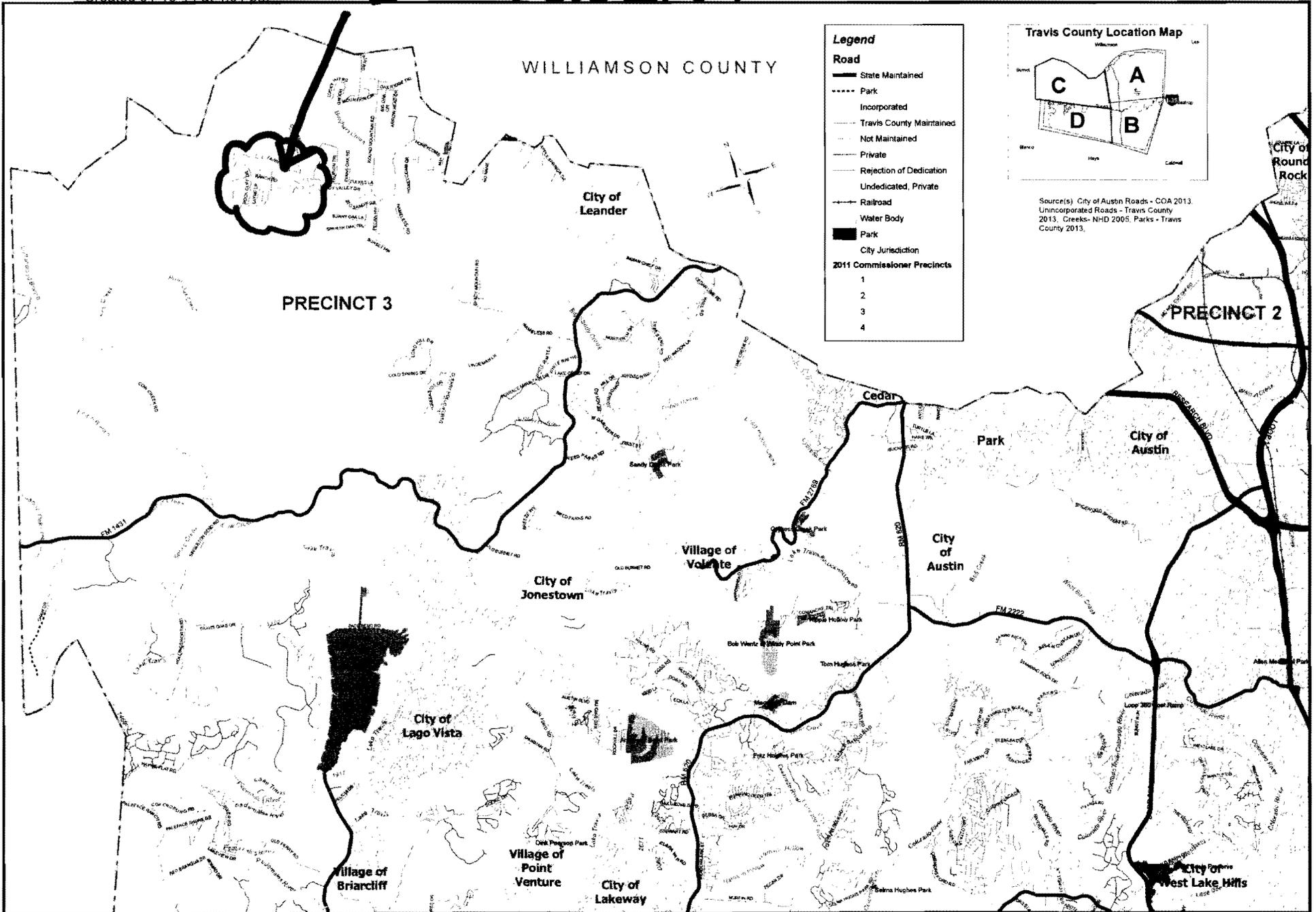


PRECINCT 3

Post Oak Creek

Bee Creek

# Site Location



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

## Travis County Roadways, Map C



Map Prepared by Travis County  
Dept. of Transportation & Natural Resources. Date 5/21/2013





# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 14, 2013  
**Prepared By/Phone Number:** David A. Salazar, Executive Assistant  
512-854-9558

**Elected/Appointed Official/Dept. Head:** Judge Biscoe  
County Judge's Office

**Commissioners Court Sponsor:**

## **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING BOARD AND COMMITTEE ASSIGNMENTS AND APPOINTMENTS FOR COMMISSIONERS COURT MEMBERS.

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

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**

## Commissioners Court Assignments to Boards and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Anti-Defamation League Hate Crimes Task Force	Commissioner Davis Commissioner Gomez	1/15/2013	Davis and Gomez first appointed January 24, 2012; Court discussed rotating the appointment every year or two.
Austin City Council, Austin Independent School District Board of Trustees, and Travis County Commissioners Court Joint Subcommittee	Judge Biscoe Commissioner Gómez	1/15/2013	Biscoe and Gomez first appointed January 13, 2009
Bail Bond Board	Judge Biscoe	1/15/2013	
Balcones Canyonlands Conservation Plan Coordinating Committee	Commissioner Daugherty	1/15/2013	Daugherty first appointed January 15, 2013
Capital Area Council of Governments - General Assembly Member (CAPCOG)	Commissioner Davis Commissioner Daugherty Commissioner Gomez	1/15/2013	Davis reappointed 1/15/2013; Daugherty appointed 1/8/2013; Gomez appointed 1/15/2013
Capital Area Council of Governments - Executive Committee Board (CAPCOG)	Commissioner Daugherty Commissioner Gomez	1/15/2013	CAPCOG Executive Committee is chosen by Exe Comm, not Commissioners Court; 1/9/2013 letter to CAPCOG requesting Daugherty on Executive Committee; 1/16/2013 letter to CAPCOG requesting Gomez to Executive Committee.
Capital Area Metropolitan Planning Organization (CAMPO)	Judge Biscoe Commissioner Todd Commissioner Daugherty	1/15/2013	
Capital Area Regional Transportation Planning Organization (CARTPO)	Commissioner Gómez	1/15/2013	Each county in the 10-county CAPCOG region may choose three (3) elected officials to serve as voting members. Individual counties are encouraged to include at least one municipal representative in their voting membership. They serve until replaced, resign or no longer qualify.

### Commissioners Court Assignments to Boards and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Capital Area Rural Transportation System (CARTS)	Commissioner Gómez	1/15/2013	
City of Austin/Travis County Subcommittee	Commissioner Daugherty Commissioner Gómez	1/15/2013	To coordinate Intergovernmental issues.
Civil Family Courthouse Subcommittee	Judge Biscoe Commissioner Todd	1/15/2013	approved 1/24/2012
Clean Air Coalition	Judge Biscoe	1/15/2013	
Clean Air Force	Commissioner Davis	1/15/2013	Commissioner Todd alternate
Community Action Network (CAN)	Judge Biscoe Commissioner Todd	1/15/2013	
Community Justice Council	Commissioner Gómez	1/15/2013	Per Chapter 76 Texas Government Code; a county commissioner or a county judge from a county served by the department, chosen by the County Commissioners and county judges of the counties served by the department.
Comprehensive Planning Subcommittee, Travis County (Land, Water and Transportation Plan)	Commissioner Davis Commissioner Todd	1/15/2013	(Land, Water and Transportation Plan)
Conference of Urban Counties Policy Committee (CUC)	Commissioner Todd	1/15/2013	Commissioners Todd and Gómez have agreed to alternate appointments btw CUC Policy Comm and CAPCOG since 2013

## Commissioners Court Assignments to Boards and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
CORPORATIONS - Travis County Housing Finance Corporation; Travis County Health Facilities Development Corporation; Capital Health Facilities Development Corporation; Capital Industrial Development Corporation; Travis County Development Authority; Travis County Cultural Education Facilities Finance Corporation	President, Judge Biscoe; Vice President, Commissioner Todd; Secretary, Commissioner Gómez; Treasurer, Vacant; Assistant Secretary, Commissioner Davis	Appt by Corps. 1/31/2012	These positions must be appointed by the Corporations.
Downtown Austin Alliance	Commissioner Daugherty	1/15/2013	As a result of redistricting, Pct. 3 is taking on this appointment. Commissioners Todd and Gómez had been alternating appointments to CUC Policy Comm and Downtown Austin Alliance since 2007
Emergency Services Subcommittee	Commissioner Todd Commissioner Daugherty	1/15/2013	
Exposition & Heritage Center Subcommittee	Judge Biscoe Commissioner Davis	1/15/2013	
Greater Austin-San Antonio Corridor Council	Commissioner Daugherty	1/15/2013	Previous Precinct 3 Commissioner was an Executive Committee member
Investment Advisory Committee	Commissioner Todd Commissioner Daugherty	1/15/2013	
ITS Subcommittee	Commissioner Todd Commissioner Daugherty	1/15/2013	added 1-12-12
Juvenile Board	Judge Biscoe	1/15/2013	

## Commissioners Court Assignments to Boards and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Legislative Subcommittee	Commissioner Todd Commissioner Daugherty	1/15/2013	originally appointed Feb 2007
Lone Star Rail District	Commissioner Todd	1/15/2013	Two year terms to expire February 1, 2013; formerly Austin-San Antonio Intermunicipal Commuter Rail District Board of Directors
Organizational Planning Team (OPT)	Judge Biscoe Commissioner Daugherty	1/15/2013	
Oversight Board for the Offices of Child and Parent Representation	Judge Biscoe Commissioner Todd	1/15/2013	Formed to provide operational oversight & guidance to the PDO-CR and to resolve any conflicts of interest that may occur between the PDO-CR and the Office of Parental Representation. (PDO-PR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; (4) one representative of the Texas Department of Family and Protective Services.
Oversight Committee - Administrative Operations	Commissioner Davis Commissioner Gómez	1/15/2013	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Health and Human Services	Judge Biscoe Commissioner Davis	1/15/2013	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Justice and Public Safety	Judge Biscoe Commissioner Gómez	1/15/2013	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Planning and Budget	Judge Biscoe Commissioner Gómez	1/15/2013	Two by Two meeting with Staff to discuss department related issues

**Commissioners Court Assignments to Boards and Committees**

<b>Board/Committee</b>	<b>Appointee</b>	<b>Date Appt'd.</b>	<b>Miscellaneous Information</b>
Purchasing Board	Judge Biscoe Commissioner Daugherty	1/15/2013	
Space Planning Committee	Commissioner Todd Commissioner Gómez	1/15/2013	formerly Capital Improvement Planning Committee; revised 01-10-06 to include only 2 court members



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:**

Bryon Curtis 512-854-6372 & Chief Deputy George Morales 512-854-4511

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

Constable Adan Ballestros, 512-854-4510

**Commissioners Court Sponsor:** Commissioner Bruce Todd, Pct. 2

## AGENDA LANGUAGE:

**CONSIDER AND TAKE APPROPRIATE ACTION OF THE ADDITION OF A TRAILER PURCHASED BY CONSTABLE, PRECINCT 2 INTO THE TRAVIS COUNTY INVENTORY CLASSIFIED AS AN AUXILIARY ASSET.**

## BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The trailer is a black Continental Cargo make. Model # TXVHW716TA2, Vehicle VIN: 5NHUVH628EY020500

The trailer was purchased on 12/20/2013 for \$6,952 and is in possession of Constable Pct. 2 at this time. The trailer will be used for community events. TNR and Risk Management support this proposal.

Commissioners Court approval is needed to add the trailer to the County's asset inventory. The trailer was purchased using funds from a drug seizure.

Per TNR, this asset should be classified as an auxiliary asset, meaning it is not a replaceable unit by the county.

**STAFF RECOMMENDATIONS:** Constable Ballestros recommends Court approval.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None

**REQUIRED AUTHORIZATIONS:** Commissioner Bruce Todd, Pct. 2

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.

**CERTIFICATE OF ORIGIN FOR A VEHICLE**

**FOREST RIVER, INC.**

DATE

12/17/13

VEHICLE IDENTIFICATION NO.

5NHUVH628EY020500

BODY TYPE

UTILITY TRAILERS

H.P. (S.A.E.)

G.V.W.R.

7000

YEAR

2014

NO. CYLS.

INVOICE NO.

INV000388148

MAKE

CONTINENTAL CARGO

SHIPPING WEIGHT

2320

SERIES OR MODEL

TXVHW716TA2

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

MAGNUM CUSTOM TRAILERS MFG CO INC  
10806 HWY 620 N  
AUSTIN, TX 78726

If the vehicle described hereon is a motor home the undersigned certifies that it is equipped with at least four of the following life support systems; cooking, refrigeration or ice box, self-contained toilet, heating and/or air conditioning, a potable water supply system including a faucet and sink, separate 110-115 volt electrical power supply and/or an LP gas supply, all of which meet the ANSI A119.2 standards.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

**FOREST RIVER, INC.**

BY: *J.R. Gunder*  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

55470 COUNTY ROAD 1  
ELKHART, IN 46514

CITY-STATE

CG00321483

APPLICATION FOR TEXAS CERTIFICATE OF TITLE

SHADED AREAS ARE TO BE COMPLETED BY THE SELLER

TYPE OR PRINT NEATLY IN INK

TAX OFFICE USE ONLY					County Use Only	
Tax Collector _____		County _____			SPV \$ _____	
Date _____		Transaction Number _____			Appraisal Value \$ _____	
1. Vehicle Identification Number 5NHUVH628EY020500		2. Year 2014	3. Make Cont Cargo	4. Body Style Utility		
5. Model 16' T/A	6. Odometer Reading 19185	7. Empty Weight 2,320#	8. Carrying Capacity (lbs.) 4,680#	9. Tonnage		
10. Trailer Type <input type="checkbox"/> Semi <input type="checkbox"/> Full	11. Plate No.	12. Vehicle Unit No.	13. Major Vehicle Color Black	13a. Minor Vehicle Color (two colored)		
14. Applicant's/Owner's Name(s) Travis County Constable Pct #2 Address 10409 Burnet Road City, State, Zip Code Austin, TX 78758 County Name _____						
14a. Registrant's Name (Renewal Notice Recipient) Address: City, State, Zip Code County Name _____						
14b. Vehicle Physical Location City, State, Zip Code						
15. Previous Owner's Name Address City, State, Zip Code Magnum Custom Trailer Mfg., Co., Inc. 10806 Hwy 620 Austin, Texas 78726				15a. GDN - Dealer Use Only P-2157X		
<b>THIS MOTOR VEHICLE IS SUBJECT TO THE FOLLOWING FIRST LIEN</b>						
16. 1st Lien Date		1st Lienholder Name Address City, State, Zip Code		16a. Electronic Title Request? <input type="checkbox"/> YES (16c cannot be checked)		
				16b. Certified Lienholder ID No.:		
				16c. Additional Lien(s)? <input type="checkbox"/> YES (Attach Form VTR-267)		
17. FOR CORRECTED TITLE, CHECK REASON(S) <input type="checkbox"/> Change in Vehicle Description <input type="checkbox"/> VIN <input type="checkbox"/> No Change in Ownership <input type="checkbox"/> Add Lien <input type="checkbox"/> Remove Lien <input type="checkbox"/> Odometer Brand <input type="checkbox"/> Odometer Reading						
18. ODOMETER DISCLOSURE - FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. I, _____, state that the odometer now reads _____ (no tenths). ** (Name of Seller/Agent) THE MILEAGE SHOWN IS <input type="checkbox"/> A - Actual Mileage <input type="checkbox"/> N - Not Actual Mileage WARNING - ODOMETER DISCREPANCY <input type="checkbox"/> X - Mileage Exceeds Mechanical Limits ** IF NO SELLER/AGENT, TITLE APPLICANT SHOULD CHECK ONE OF THE 3 BOXES ABOVE UNLESS NUMBER 6 INDICATES "EXEMPT."						
<b>MOTOR VEHICLE TAX STATEMENT</b>						
19. CHECK ONLY IF APPLICABLE <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code, §152.046 [c]). <input type="checkbox"/> I am a Dealer or Lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002 [c]).						
20. DESCRIPTION OF VEHICLE TRADED IN (if any)		Year	Make	Vehicle Identification Number	20a. ADDITIONAL TRADE - INS? (Y/N)	
21. SALES AND USE TAX COMPUTATION						
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) \$ 6,952.00		<input type="checkbox"/> \$90 New Resident Tax - (Previous State)		<input type="checkbox"/> \$5 Even Trade Tax		
(b) Less Trade - In Amount, Describe in Item 20 Above \$ ( _____ )		<input type="checkbox"/> \$10 Gift Tax - Affidavit required. Use Comptroller Form 14-317.		<input type="checkbox"/> \$65 Rebuilt Salvage Fee		
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, Describe in Item 20 Above \$ ( _____ )		<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs)		<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs)		
(d) Taxable Amount (Item a. minus Item b./Item c.) \$ _____		<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because _____				
(e) 6.25% Tax on Taxable Amount (Multiply Item d. by .0625) \$ _____						
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ _____						
(g) Tax Paid to _____ (STATE) \$ _____				<input type="checkbox"/> \$28 or \$33 APPLICATION FEE FOR CERTIFICATE OF TITLE (Contact your County Tax Assessor-Collector for the correct fee.)		
(h) AMOUNT OF TAX AND PENALTY DUE (Item e. plus Item f. minus Item g.) \$ _____						
<b>I HEREBY CERTIFY THAT ALL STATEMENTS IN THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.</b>						
22. Magnum Custom Trailers		<i>Rebecca Ellington</i>		Rebecca Ellington	12/20/2013	
Signature of SELLER, DONOR, OR TRADER		PRINTED NAME (Same as signature)		Date		
23. _____		_____		_____	_____	
Signature of PURCHASER, DONEE, OR TRADER		PRINTED NAME (Same as signature)		Date		
RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT (MARRIED PERSONS) WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS APPLICATION FOR TITLE, SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF EITHER OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR. NON-MARRIED PERSONS ARE REQUIRED TO EXECUTE A RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT FOR A MOTOR VEHICLE, FORM VTR-122.						
				SIGNATURE	Date	
				SIGNATURE	Date	
WARNING: Transportation Code, §501.155, provides that falsifying information on title transfer documents is a third-degree felony offense punishable by not more than ten (10) years in prison or not more than one (1) year in a community correctional facility. In addition to imprisonment, a fine of up to \$10,000 may also be imposed.						

**J. ADAN BALLESTEROS / TRAVIS COUNTY CONSTABLE PCT. 2**  
FORFEITED FUNDS ACCOUNT

003

7330.30

PAID  
1/16/14

# MAGNUM Trailers

10806 N. HWY. 620  
AUSTIN, TEXAS 78726  
PHONE (512) 258-4101  
FAX (512) 335-0905

CUSTOMER IS RESPONSIBLE  
FOR CHECKING ALL LUGS  
BEFORE TRAILER IS DELIVERED  
**MAGNUM TRAILERS**

INVOICE

370305

CUSTOMER NUMBER

1229

(512) 854-9222

INVOICE DATE

12/20/13

DUE DATE

12/20/13

TRAVIS COUNTY PCT #2  
COUNTY AUDITOR  
P.O. BOX 1748  
AUSTIN, TX 78767

ITEM

DESCRIPTION

AMOUNT

#124463  
1

2014 CONTINENTAL CARGO 16' ENCLOSED TRAILER,  
BLACK, MODEL VHW716TA2, SIDE DOOR, DOUBLE DOOR  
6" EXTRA HT., 2 ROOF VENTS, STABILIZER JACKS,  
GVWR 7000#, SER. NO. 5NHUVH628EY020500  
STATE INSPECTION  
BUYER'S TAG FEE

6,952.00  
14.50  
5.00

ACCEPTED BY PURCHASER OR  
AUTHORIZED REPRESENTATIVE OF  
PURCHASER *[Signature]*  
DATE *12-20-2013*

*pd  
ok #  
003*

0 RETURNS AFTER 30 DAYS • 20% RESTOCKING FEE  
1-1/2% PER MONTH SERVICE CHARGE MAY BE APPLIED ON INVOICE UNPAID  
EYOND 30 DAYS OR THE MAXIMUM RATE PERMITTED BY LOCAL LAW.

AMOUNT →  
DUE

\$6,971.50

# MAGNUM Trailers

10806 N. HWY. 620  
AUSTIN, TEXAS 78726  
PHONE (512) 258-4101  
FAX (512) 335-0905

Salesman : 1790

Method of Payment : TRAILER SALE

INVOICE

370304

CUSTOMER NUMBER

1000

INVOICE DATE

12/20/13

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PCT. #2

AUSTIN, TX

DUE DATE

12/20/13

ITEM	DESCRIPTION	AMOUNT
1	Q56 30 36 5 \$56.00 EACH COUPLER LOCK #36	56.00
1	Q56 101 SXTM33 2 \$41.06 EA SXT3-5/8 RED & SXTC3-3 1/2" SPAN COUPLER STAI	41.06
	Discount	7.71
	Subtotal	87.35

NO RETURNS AFTER 30 DAYS • 20% RESTOCKING FEE  
A 1-1/2% PER MONTH SERVICE CHARGE MAY BE APPLIED ON INVOICE UNPAID  
BEYOND 30 DAYS OR THE MAXIMUM RATE PERMITTED BY LOCAL LAW.

AMOUNT  
DUE

\$87.35

# MAGNUM Trailers

10806 N. HWY. 620  
AUSTIN, TEXAS 78726  
PHONE (512) 258-4101  
FAX (512) 335-0905

Salesman : 1803 Method of Payment : TRAILER SALES

INVOICE

370167

CUSTOMER NUMBER

1229

(512) 354-9222

INVOICE DATE

12/17/13

DUE DATE

12/17/13

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TRAVIS COUNTY PCT #2  
COUNTY AUDITOR  
P.O. BOX 1748  
AUSTIN, TX 78767

ITEM	DESCRIPTION	AMOUNT
1	04B 75 45067 @ \$19.99 EACH BALL MOUNT 4" DROP	19.99
1	006 75 A5 @ \$14.95 EACH BALL 2-5/16 X 1 X 2-1/8 CHROME	14.95
	Discount	3.49
	Subtotal	31.45

NO RETURNS AFTER 30 DAYS • 20% RESTOCKING FEE  
A 1-1/2% PER MONTH SERVICE CHARGE MAY BE APPLIED ON INVOICE UNPAID  
BEYOND 30 DAYS OR THE MAXIMUM RATE PERMITTED BY LOCAL LAW.

AMOUNT →  
DUE

\$31.45

**LIMITED WARRANTY**  
**CARGO TRAILERS by Forest River, Inc.**

Thank you for choosing to purchase a Cargo Trailer by Forest River, Inc., a fine product in which design and construction have received the care that quality demands. This important warranty covers many items and is indicative of our desire to stand behind our products and assure our customers' complete satisfaction.

**WARRANTY COVERAGE**

**SUMMARY OF WARRANTY:** Forest River, Inc., 55470 County Road 1, P.O. Box 3030, Elkhart, IN 46515-3030 (warrantor) warrants only the ORIGINAL CONSUMER PURCHASER for a period of (3) three years or (1) one year depending on brand/model from the date of purchase (Warranty Period), that the body structure of this Cargo Trailer shall be free of substantial defects in materials and workmanship attributable to Warrantor.

**EXCLUSIONS FROM THIS WARRANTY:** Warrantor expressly disclaims any responsibility for damage to the trim and appearance items located in or on the unit where damage is due to condensation, normal wear and tear or exposure to elements. Warrantor makes no warranty with regard to tires, tubes batteries, routine maintenance, equipment and appliances. Some of these items may be warranted by their respective manufactures and suppliers. Warranty information with respect to these items is available from your dealer. The Warrantor further makes no warranty with regard to any product used as a rental unit, or any product not registered and normally used in the United States or Canada.

**LIMITATION AND DISCLAIMER OF WARRANTIES: WARRANTOR EXPRESSLY LIMITS THE DURATION OF ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE TO THE WARRANTY PERIOD OF (3) THREE YEARS. WARRANTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AFTER EXPIRATION OF THE WARRANTY PERIOD.** No action to enforce express or implied warranties shall be commenced later than (90) ninety days after expiration of the warranty period. There is no warranty of any nature made by the Warrantor beyond that contained in this Warranty. No person has authority to enlarge, amend or modify this Warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: THE ORIGINAL CONSUMER PURCHASER OF THIS CARGO TRAILER AND ANY PERSON TO WHOM THIS UNIT IS TRANSFERRED, AND ANY PERSON WHO IS INTENDED OR UNINTENDED USER OR BENEFICIARY OF THIS UNIT SHALL NOT BE ENTITLED TO RECOVER FROM WARRANTOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**WARRANTOR'S OBLIGATIONS:** Warrantor will remedy substantial defects in materials and workmanship caused by Warrantor. Warrantor shall elect to remedy the defect from among the following: repairs, replacement or refund. Warrantor may not elect refund unless the Purchaser agrees, or the Warrantor is unable to provide replacement and repairs is not commercially practicable or cannot be timely made. Warranty performance can only be obtained at Warrantor's authorized dealers and service centers and from Warrantor.

**PURCHASER OBLIGATIONS:** Purchaser must complete and return the owner's registration card within (10) ten days of purchase to validate this Warranty. The return of this card is a condition precedent to warranty coverage; failure to return the completed card to the Warrantor will invalidate this warranty. Purchaser shall deliver this Cargo Trailer for warranty service within a reasonable time after discovery of the defect and in no event after expiration of the Warranty period which Warranty Period is (3) three years or (1) one year depending on brand/model. All expenses incurred by purchaser in obtaining warranty service shall be borne by Purchaser.

**EVENTS DISCHARGING WARRANTOR FROM OBLIGATION UNDER THIS WARRANTY:** Misuse or neglect, including failure to provide reasonable and necessary maintenance, unauthorized alteration, accident, and improper loading, leasing of the Cargo Trailer shall discharge Warrantor from any obligation under this Warranty.

**PARTS AND DESIGN CHANGES:** Warrantor reserves the right to change the parts and design of its Cargo Trailer from time to time without notice and with no obligation to maintain spare parts or make corresponding changes in its product previously manufactured.

**OBTAINING WARRANTY SERVICE:** It is recommended that all warranty service be done by the authorized dealer from whom you purchased your unit. This is to insure your local dealer's personal interest in your complete satisfaction. If service becomes necessary as you are traveling or following a move, service under this warranty will be done by any authorized dealer in the United States or Canada. Such service should, whenever possible, be scheduled by an appointment in order to avoid possible delays.

**WARRANTY REGISTRATION:** A warranty registration card is to be completed by the owner at the time of purchase and returned to Warrantor. The return of this card is a condition precedent to warranty coverage; failure to return the completed card to Warrantor will invalidate this Warranty.

**OTHER WARRANTIES:** As indicated in the paragraph entitled "Exclusions From This Warranty," above, certain items that are not covered by this Warranty may be warranted separately by their manufactures or suppliers. In order to validate those warranties, you may also be required to complete and return to the appropriate manufacturer the warranty forms included with the information package. These other warranties may cover such items as chassis, tires, tubes, batteries, optional generators, and appliances, which are not covered by the Limited Warranty. For service or parts required for these products it may be necessary to write or call the product manufacturer to obtain the nearest authorized service center location. In requesting parts for separately warranted products from the manufacturer of the product or its authorized service center it may also be necessary to first obtain a warranty work authorization number before the work is done. It may also be necessary to provide the Product Name, Model and Serial Number along with the description of the problem and part needed, plus shipping instructions. See these warranties with respect to their terms and conditions.

**OWNER ASSISTANCE:** Your personal satisfaction and good will are most important to Forest River as well as a confident and pleasant relationship with our dealers. We at Forest River recognize that there may be occasions where a warranty or service problem is not handled satisfactorily resulting in misunderstandings. If your problem has not been handled to your satisfaction after discussing it with the dealership management, we welcome you to contact the Forest River Customer Service Manager, at the address stated above who will communicate with the local dealer our recommendations for an agreeable solution.

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

## BUYER'S TAG RECEIPT - BUYER'S COPY

THIS IS THE BUYER'S TAG NUMBER: **24M6194**

DATE OF SALE: 12-20-2013

THIS IS THE EXPIRATION DATE: **02-18-2014**

Issue Date	VIN	Year	Make	Model	Body Style
12-20-2013	5NHUVH628EY020500	2014	OTHER	VHW716TA2	UTILITY TL
		Major Color		Minor Color	
		BLACK			

Remarks      No Remarks found for vehicle.

Issuing Dealer  
MAGNUM CUSTOM TRAILER MFG CO INC

Dealer Number  
P2157X

Owner #1 Name  
TRAVIS COUNTY CONSTABLE PCT. #2

Owner #1 Street Address  
10409 BURNET RD., AUSTIN, 78758

Owner #2 Name

Owner #2 Street Address

**BUYER is required to keep this receipt in the vehicle until vehicle is registered and metal plates are placed on the vehicle.**

**Complaints should be directed to the Texas Department of Motor Vehicles, Enforcement Division,  
4000 Jackson Avenue, Bldg 1, Austin, Texas, 78731 or file a complaint at  
<http://www.txdmv.gov/dealers/complaints.htm>**

**BUYER'S COPY**

# FOREST RIVER, INC.

---

55470 COUNTY ROAD 1 • PO BOX 3030 • ELKHART, INDIANA 46515-3030 • (574) 389-4600

## SAFETY CHAIN INSTALLATION INSTRUCTIONS:

**Your travel trailer has been equipped with safety chains of the proper classification as specified in Canadian Standards Association Standard Z240.1.2. You should always connect these chains properly subsequent to moving your trailer, even for short distances. In the unlikely event that your trailer should come loose from the hitch ball, properly installed chains can avoid disastrous results.**

**The length of the safety chain has been adjusted when the end connectors were installed. Chains should always be of equal length on both sides. The length should be adequate to allow the tightest turn radius available while being short enough to preclude dragging on the road.**

**Safety chains should always be connected by crossing them under the trailer tongue. The right chain attaches to the left side and the left chain attaches to the right side. This will form a cradle that catches the hitch coupler should it come loose. The end connectors should always be connected to the hitch base plate or other location specifically provided for this purpose. NEVER attach safety chains by looping them around the ball hitch.**

# MAGNUM Trailers

61212

10806 N. HWY. 620 • AUSTIN, TX 78726  
 PHONE (512) 258-4101 • FAX (512) 335-0905

DATE 12-16-13  
 P.O. # \_\_\_\_\_  
 TIME RECEIVED  
 A.M. 3:45 P.M.  
 TIME PROMISED  
 A.M. \_\_\_\_\_ P.M.

QUAN	PART NO. / DESCRIPTION	UNIT		
1	Brake Controller		84	99
1	7+4 Multitow Chevy		25	50
	MISC. (Butt conn., tape nuts)		5	15

OWNER Pct 2 # 0229 TC County  
 BILLING ADDRESS P.O. Box 1748 PHONE WHEN READY ( )  
 CITY Austin ST. TX ZIP 78767 ALT # ( )  
 EMAIL \_\_\_\_\_ FAX # ( )  
 YEAR 10 MFG. Cherry Tahaee TYPE 16-NMCAE09 SERIAL NUMBER AK124234 ODOT# 48055  
 LICENSE# 1108340

OPER. NO. \_\_\_\_\_  
**REPAIR ORDER - LABOR INSTRUCTIONS**  
 ORDER WRITTEN BY Adam D  
Install Brake Controller

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE, ALONG WITH NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING, INSPECTION OR DELIVERY AT MY RISK. AN EXPRESS MECHANICS LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

I acknowledge Magnum Custom Trailer Mfg. Co., Inc. will charge a storage fee of \$20.00 per day on items left over three (3) days after notification of completion. A 1-1/2% per month service charge may be applied on invoice unpaid beyond 30 days or the maximum rate permitted by local law.

Unless otherwise provided by law, the seller (Magnum Custom Trailer Mfg. Co., Inc.) hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

AUTHORIZED BY [Signature]  
 RECEIVED BY [Signature]

TOTAL LABOR	124	36
FREIGHT		
TOTAL PARTS	115	64
RECYCLE FEE		
ENVIRONMENTAL CHARGES		
STATE TAX	240	00
<b>TOTAL AMOUNT</b>	<b>240</b>	<b>00</b>

DATE NOTIFIED: \_\_\_\_\_ BY: \_\_\_\_\_  
 ESTIMATE REQUIRED Y / N Initial \_\_\_\_\_  
 CONTACT \_\_\_\_\_  
 OKAYED BY \_\_\_\_\_  
 QUOTE BY \_\_\_\_\_  
 BOAT LIFT  Ft:  RETAIN PARTS  DESTROY PARTS



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2013  
**Prepared By/Phone Number:** Bob Moore, Executive Assistant  
512-854-9387

A handwritten signature in black ink, appearing to read "Gerald Daugherty".

**Elected/Appointed Official/Dept. Head:** Commissioner Gerald Daugherty

**Commissioners Court Sponsor:** Commissioner Gerald Daugherty

## AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION TO APPOINT JOE BAIN AS TRAVIS COUNTY'S SMALL CITIES REPRESENTATIVE TO THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) POLICY BOARD.

## 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.

## Resume / Data Sheet

Joe D. Bain, Jr

411 Dasher Dr.  
Lakeway, TX 78734  
512-970-1041



### Current Involvement:

City of Lakeway City Council since May 2009, current term ends May 2015  
Member Supervisory Board of Directors Austin Telco Federal Credit Union  
Liaison between City Council and Lake Travis Chamber of Commerce  
Council Liaison to City Heritage Commission  
Council Liaison to City Arts Commission  
Past Liaison to Zoning and Planning Commission  
Past Liaison to City Building Commission  
Current Member Leadership Lake Travis Class  
Own Small Web Hosting Business

2012 Instructor for AT&T U-Verse Services – trained Installation Technicians

1996 - 2001 Southwestern Bell Telephone Special Services Management in 2001 – 150  
Technicians and Managers - Budget 2 Million +

1988 – 1996 Technical Manager for High Speed Data – Liaison with State of Texas Data Services

1970 – 1988 – various positions on AT&T Vice-Presidential Staff – Houston, TX, includes data  
services for Video Services, Major Business Telecommunications, Small Business Data and  
Communications

1995 Negotiated Purchase of Lakeway Airpark and formed Lakeway Airpark, Inc. that still owns  
and runs Airpark in City of Lakeway.

### Education:

University of Houston  
Phoenix University  
Massachusetts Institute of Technology (AT&T)  
Austin Community College



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Edith Moreida/49280

**Elected/Appointed Official/Dept. Head:** Margaret J. Gomez

**Commissioners Court Sponsor:** Margaret J. Gomez

## **AGENDA LANGUAGE:**

**Consider and take appropriate action to re-appoint James Elman to Emergency Services District 11 Board of Commissioners effective immediately through December 31, 2015.**

## **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.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Edith Moreida/49280

**Elected/Appointed Official/Dept. Head:** Margaret J. Gomez

**Commissioners Court Sponsor:** Margaret J. Gomez

## **AGENDA LANGUAGE:**

**Consider and take appropriate action to re-appoint Jerry Staton to Emergency Services District 11 Board of Commissioners effective immediately through December 31, 2015.**

## **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.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Edith Moreida/49280

**Elected/Appointed Official/Dept. Head:** Margaret J. Gomez

**Commissioners Court Sponsor:** Margaret J. Gomez

## **AGENDA LANGUAGE:**

**Consider and take appropriate action to re-appoint Tim Reinhardt to Emergency Services District 11 Board of Commissioners effective immediately through December 31, 2015.**

## **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.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Deone Wilhite 854-9111

**Elected/Appointed Official/Dept. Head:** Commissioner Ron Davis, Pct. 1

**Commissioners Court Sponsor:** Commissioner Ron Davis, Pct. 1

**AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON RE-APPOINTMENT OF GARY JOHNSON AND CLIFF KESSLER TO THE BOARD OF COMMISSIONERS OF EMERGENCY SERVICES DISTRICT (ESD) NO. 13 FOR THE TERM JANUARY 1, 2014 THROUGH DECEMBER 31, 2015.

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

See Attachments

**STAFF RECOMMENDATIONS:**

Please approve

**ISSUES AND OPPORTUNITIES:**

None

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**REQUIRED AUTHORIZATIONS:**

Commissioner Precinct 1 Office                      Ron Davis

County Judge's Office

Commissioners Court

**From:** Gary Johnson [mailto:grbrjohnson@sbcglobal.net]  
**Sent:** Wednesday, January 15, 2014 10:09 AM  
**To:** Ron Davis  
**Cc:** Marilyn Samuelson; Cliff Kessler  
**Subject:** Commissioner Appointment - ESD #13

Mr. Davis:

As my term as commissioner for Travis County ESD #13 is expiring I request to be reappointed. I have been on the board since the formation of ESD #13 and wish to continue to serve.

My property is located at 17600 and 17912 Skog Road in the Lund Community.

Sincerely,

Gary N. Johnson



# Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, January 21, 2014  
**Prepared By/Phone Number:** Deece Eckstein, 854-9754  
**Elected/Appointed Official/Dept. Head:** Steven Manilla, 854-9429  
Deece Eckstein, 854-9754  
**Commissioners Court Sponsor:** Judge Biscoe

## AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION TO REAPPOINT CHARLES HEIMSATH AND DAVID ARMBRUST TO THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (CTRMA) BOARD OF DIRECTORS FOR TERMS TO EXPIRE ON FEBRUARY 1, 2016.

## SUMMARY AND IGR RECOMMENDATION:

The Commissioners Court makes three appointments to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors. The terms of two of them – **Charles Heimsath** and **David Armbrust** – expire on February 1, 2014.

IGR recommends that the Commissioners Court reappoint Charles Heimsath and David Armbrust to the Board of Directors of the Central Texas Regional Mobility Authority for terms to run from February 2, 2014, through February 1, 2016.

## BACKGROUND:

### Central Texas Regional Mobility Authority

The Central Texas Regional Mobility Authority was created in 2002 as a joint effort between Travis and Williamson counties to expand mobility options in the region. The CTRMA is governed by a seven-member board, with three appointees each from Travis and Williamson counties and a chair appointed by the governor. The other Travis County appointee is **Nikelle Meade**, whose term will expire in February, 2015.

## **Uniform Appointment Process**

The CTRMA is one of six agencies subject to the Uniform Appointment Process adopted by the Court last March. Under Subsection (b)(1)(B) of that process:

- (B) Reappointments. Before expiration of a term, or upon a vacancy arising for an organization subject to this UAP, the County Judge shall ... in the case of an existing organization member, that by the end of their term will not have served six years, instruct the Coordinator for Intergovernmental Relations (IGR) to determine if the member desires to continue for an additional term, and contact the organization to determine if the member has a good attendance of meetings and is a good contributor to the organization. Should the Coordinator for IGR submit an acceptable report to the County Judge, the County Judge shall schedule for Commissioners Court the consideration of the re-appointment.

Mr. Heimsath was first appointed in December of 2009 and was reappointed in 2011. Mr Armbrust was first appointed in January of 2012. Thus, neither has served six years or longer in their current position.

## **Qualifications – and Disqualifications – of a Board Member**

A member of the Board must be a resident of the county from whence they are appointed.

A member of the Board may **not** be:

1. An elected official; or
2. An employee of a city or county located wholly or partly within the boundaries of CTRMA.

Moreover, a person is **not** eligible to serve on the Board if the person or the person's spouse:

1. is employed by or participates in the management of a business entity or other organization, other than a political subdivision, that is regulated by or receives money from TxDOT or the Authority;
2. owns or controls, directly or indirectly, more than a 10 percent interest in a business entity or other organization that is regulated by or receives money from TxDOT or the Authority, other than compensation for acquisition of turnpike right-of-way;
3. uses or receives a substantial amount of tangible goods, services, or money from TxDOT or the Authority, other than compensation or reimbursement authorized by law for Board membership, attendance, or expenses, or for compensation for acquisition of turnpike right-of-way;

4. is an officer, employee, or paid consultant of a Texas trade association in the field of road construction, maintenance, or operation; or
5. is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT or the Authority.

Applicants are required to sign a notarized affidavit attesting they meet these criteria. Messrs. Heimsath and Armbrust have submitted their affidavits.

**REQUIRED AUTHORIZATIONS:** None.

**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

Deece Eckstein  
Coordinator, Intergovernmental Relations  
Phone: 854-9754  
Email: [Deece.Eckstein@co.travis.tx.us](mailto:Deece.Eckstein@co.travis.tx.us)

Steven Manilla  
County Executive, Transportation and Natural Resources  
Phone: 854-4929  
Email: [Steven.Manilla@co.travis.tx.us](mailto:Steven.Manilla@co.travis.tx.us)

Carol Joseph  
Assistant Director, Transportation and Natural Resources  
854-9418  
[Carol.Joseph@co.travis.tx.us](mailto:Carol.Joseph@co.travis.tx.us)

Anna Bowlin  
Director of Development Services, Transportation and Natural Resources  
854-7561  
[Anna.Bowlin@co.travis.tx.us](mailto:Anna.Bowlin@co.travis.tx.us)

Randy Nicholson  
Long-Range Transportation Planning Program Manager, Transportation  
and Natural Resources  
854-4603  
Email: [Randy.Nicholson@co.travis.tx.us](mailto:Randy.Nicholson@co.travis.tx.us)

**ATTACHMENTS:**

A. Letters from Charles Heimsath and David Armbrust to Judge Biscoe, expressing their interest in reappointment to the CTRMA Board of Directors.

B. Affidavits of CTRMA board membership eligibility, executed by Charles Heimsath and David Armbrust.

C. CTRMA Board of Directors Meeting attendance reports for Charles Heimsath and David Armbrust.



**CAPITOL  
MARKET  
RESEARCH**

---

Real Estate Research, Land Development Economics & Market Analysis

December 3, 2013

Judge Sam Biscoe  
Travis County Commissioners Court  
P.O. Box 1748  
Austin, Texas 78767

Dear Judge Biscoe:

Thank you for allowing me the opportunity to serve the Commissioners Court and the people of Travis County as a member of the CTRMA Board of Directors. I have learned a great deal about long range transportation planning and the financing and construction of toll roads during the last four years while serving as one of the Travis County representatives on the CTRMA Board. I trust that I have faithfully represented the County's interests over the last four years, and I would be honored to accept another two year appointment, if that is the Court's desire.

Respectfully yours,

A handwritten signature in black ink, reading "Charles H. Heimsath". The signature is written in a cursive style with a large, stylized "H" and "S".

---

Charles H. Heimsath

**From:** [David Armbrust](#)  
**To:** [Sam Biscoe](#)  
**Cc:** [Deece Eckstein](#); [Julie Wheeler](#); [Mike Heiligenstein](#)  
**Subject:** CTRMA Reappointment  
**Date:** Friday, November 22, 2013 8:18:49 AM  
**Attachments:** [ctrma affidavit.pdf](#)

---

Dear Judge Biscoe,

Deece Eckstein asked if I am interested in serving another term as a Travis County appointee to the Central Texas Regional Mobility Authority.

I am very interested in reappointment and hope that you and the Commissioners' Court will give me another opportunity to serve. I think our region has a very bright future, but mobility and traffic congestion could have a detrimental impact on our economy and vitality unless we aggressively address our future transportation challenges. I think the CTRMA plays a critical role in the overall success of our future transportation needs, and I have been proud to be part of that effort. I would like to continue my service if the Court will allow me to do so.

Thank you for your consideration.

David

PS. Attached is a copy of my Affidavit for Board Eligibility as requested by Mr. Eckstein.



THE INFORMATION CONTAINED HEREIN IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED HEREIN. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT DISSEMINATION, DISTRIBUTING, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY BY TELEPHONE. THANK YOU.

**AFFIDAVIT OF ELIGIBILITY FOR APPOINTMENT TO  
THE BOARD OF DIRECTORS FOR THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

On this day Charles H. Heimsath appeared before me, the undersigned notary public, and after I administered an oath, upon his/her oath, said:

“My name is Charles H. Heimsath. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am making this affidavit to establish that I meet all eligibility requirements established by Chapter 370, Texas Transportation Code, and by 43 *Texas Administrative Code* §26.51 for appointment to the Board of Directors of the Central Texas Regional Mobility Authority (“Mobility Authority”).

Accordingly, I hereby affirm that all of the following statements are true:

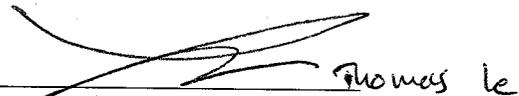
1. I am not an elected official.
2. I am a resident of Travis County, a county within the geographic area of the Mobility Authority.
3. I am not an employee of the Texas Department of Transportation.
4. I am not an employee of a governmental entity any part of which is located within Travis County or Williamson County, the geographic boundaries of the Mobility Authority.
5. I do not own an interest in any real property that is known at this time will be acquired for a Mobility Authority project.
6. Neither I nor my spouse is employed by nor participates in the management of a business entity or other organization that is regulated by or receives funds from the Mobility Authority, the Texas Department of Transportation, Travis County, or Williamson County.
7. Neither I nor my spouse directly or indirectly owns or controls more than a 10 percent interest in a business or other organization that is regulated by or receives funds from the Mobility Authority, the Texas Department of Transportation, Travis County, or Williamson County.
8. Neither I nor my spouse uses or receives a substantial amount of tangible goods,

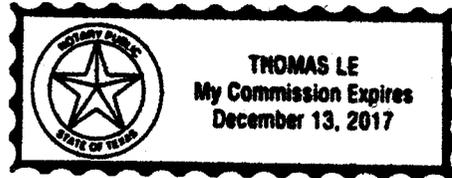
services, or funds from the Mobility Authority, the Texas Department of Transportation, Travis County, or Williamson County.

9. Neither I nor my spouse is required to register as a lobbyist under Chapter 305, Government Code, because of activities for compensation on behalf of a profession related to the operation of the Mobility Authority, the Texas Department of Transportation, Travis County, or Williamson County.
10. Neither I nor my spouse is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, rail, or aviation.

  
Name: Charles H. Heimsath

SWORN TO and SUBSCRIBED before me by 14 on 01, 2014.

  
Notary Public in and for  
the State of Texas





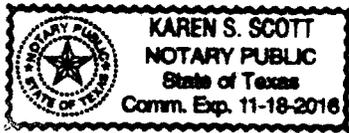
services, or funds from the Mobility Authority, the Texas Department of Transportation, Travis County, or Williamson County.

- 9. Neither I nor my spouse is required to register as a lobbyist under Chapter 305, Government Code, because of activities for compensation on behalf of a profession related to the operation of the Mobility Authority, the Texas Department of Transportation, Travis County, or Williamson County.
- 10. Neither I nor my spouse is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, rail, or aviation.



Name: DAVID B. ARMBRUST

SWORN TO and SUBSCRIBED before me by DAVID B. ARMBRUST on January 13, 2014.



Notary Public in and for the State of Texas

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**2012 – 2013 BOARD MEETING DATES ATTENDANCE – CHARLES HEIMSATH**  
 Regular, Special & Workshops/Retreats

ATTENDED*	MEETING DATE	MEETING TYPE
Y	January 25, 2012	Regular Meeting of the Board of Directors
Y	February 29, 2012	Regular Meeting of the Board of Directors
Y	March 28, 2012	Regular Meeting of the Board of Directors
Y	April 11, 2012	Special Meeting of the Board of Directors
Y	April 25, 2012	Regular Meeting of the Board of Directors
Y	May 24, 2012	Special Meeting of the Board of Directors
Y	May 30, 2012	Regular Meeting of the Board of Directors
Y	June 8, 2012	Special Meeting of the Board of Directors
Y	June 27, 2012	Regular Meeting of the Board of Directors
Y	July 25, 2012	Regular Meeting of the Board of Directors
Y	August 29, 2012	Regular Meeting of the Board of Directors
Y	September 13, 2012	Special Meeting of the Board of Directors
Y	October 31, 2012	Regular Meeting of the Board of Directors
Y	November 14, 2012	Board of Directors Workshop
Y	December 5, 2012	Regular Meeting of the Board of Directors
N	December 21, 2012	Special Meeting of the Board of Directors
Y	January 30, 2013	Regular Meeting of the Board of Directors
N	February 27, 2013	Regular Meeting of the Board of Directors
Y	March 27, 2013	Regular Meeting of the Board of Directors
Y	April 24, 2013	Regular Meeting of the Board of Directors
Y	May 22, 2013	General Meeting of the Board of Directors
Y	June 26, 2013	General Meeting of the Board of Directors
Y	July 31, 2016	General Meeting of the Board of Directors
Y	August 28, 2013	General Meeting of the Board of Directors
Y	October 2, 2013	General Meeting of the Board of Directors
Y	October 30, 2013	General Meeting of the Board of Directors

\*Attendance as reflected by approved minutes.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**2012 – 2013 BOARD MEETING DATES ATTENDANCE – DAVID ARMBRUST**  
**Regular, Special & Workshops/Retreats**

ATTENDED*	MEETING DATE	MEETING TYPE
Y	February 29, 2012	Regular Meeting of the Board of Directors
Y	March 28, 2012	Regular Meeting of the Board of Directors
Y	April 11, 2012	Special Meeting of the Board of Directors
Y	April 25, 2012	Regular Meeting of the Board of Directors
Y	May 24, 2012	Special Meeting of the Board of Directors
Y	May 30, 2012	Regular Meeting of the Board of Directors
Y	June 8, 2012	Special Meeting of the Board of Directors
N	June 27, 2012	Regular Meeting of the Board of Directors
N	July 25, 2012	Regular Meeting of the Board of Directors
Y	August 29, 2012	Regular Meeting of the Board of Directors
Y	September 13, 2012	Special Meeting of the Board of Directors
Y	October 31, 2012	Regular Meeting of the Board of Directors
Y	November 14, 2012	Board of Directors Workshop
Y	December 5, 2012	Regular Meeting of the Board of Directors
Y	December 21, 2012	Special Meeting of the Board of Directors
Y	January 30, 2013	Regular Meeting of the Board of Directors
Y	February 27, 2013	Regular Meeting of the Board of Directors
Y	March 27, 2013	Regular Meeting of the Board of Directors
Y	April 24, 2013	Regular Meeting of the Board of Directors
Y	May 22, 2013	General Meeting of the Board of Directors
Y	June 26, 2013	General Meeting of the Board of Directors
Y	July 31, 2016	General Meeting of the Board of Directors
Y	August 28, 2013	General Meeting of the Board of Directors
Y	October 2, 2013	General Meeting of the Board of Directors
Y	October 30, 2013	General Meeting of the Board of Directors

\*Attendance as reflected by approved minutes.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014  
**Prepared By/Phone Number:** David A. Salazar, Executive Assistant  
512-854-9558

**Elected/Appointed Official/Dept. Head:** County Judge's Office  
**Commissioners Court Sponsor:**

## **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSAL UNDER CONSIDERATION BY THE BOARD OF DIRECTORS OF THE STRATEGIC HOUSING FINANCE CORPORATION REGARDING ADDITIONAL COMPENSATION FOR THE EXECUTIVE DIRECTOR OF THE TRAVIS COUNTY HOUSING AUTHORITY. **(THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)**

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

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Michael Winn, 512-854-4728

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

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Agenda Request to Consider and take appropriate action regarding an order to designate Early Voting polling places and Mobile Voting locations for the March 4, 2014 Joint Primary Election.

Agenda Request to Consider and take appropriate action regarding an order to designate Election Day polling locations March 4, 2014 Joint Primary Election.

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

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**

Susan Bell, Chief Deputy Clerk, 512-854-9587

Michael Winn, Director of Elections, 512-854-4728 / 512-632-5927

Michelle Parker, Assistant Director of Elections, 512-854-9193 / 512-914-6575

Related Departments Elizabeth Winn, County Attorney's Office 512-854-9415

**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.

## **Order Designating Election-Day Polling Places for the March 4, 2014 Joint Primary Election**

The Travis County Commissioners Court passed and approved a joint resolution authorizing a joint primary election, a joint primary runoff, if necessary, and a joint election services contract with the Travis County Democratic Party, the Travis County Republican Party, and the Travis County Clerk so that the clerk may supervise and conduct the Travis County Joint Primary Election on March 4, 2014.

Under Texas Election Code section 172.126(b), the Travis County Clerk shall determine whether to consolidate election precincts under Texas Election Code section 42.009 and shall designate the location of the polling place in a consolidated precinct. These consolidated election precincts shall serve as countywide polling places in accordance with Travis County's participation in the State's countywide polling place program pursuant to Section 43.007 of the Texas Election Code.

As such, the Travis County Commissioners Court orders that the polling places listed in Exhibit A, which is attached and incorporated into this order, shall serve as the election-day polling places for the Travis County Joint Primary Election on March 4, 2014.

BE IT SO ORDERED ON THIS, the 21 day of January 21, 2014.

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

\_\_\_\_\_  
Honorable Ron Davis  
Commissioner, Precinct One

\_\_\_\_\_  
Honorable Bruce Todd  
Commissioner, Precinct Two

\_\_\_\_\_  
Honorable Gerald Daugherty  
Commissioner, Precinct Three

\_\_\_\_\_  
Honorable Margaret Gómez  
Commissioner, Precinct Four

**Order Designating Main Early Voting Polling Place, Temporary Branch Early Voting Polling Place, and Hours for Early Voting on Weekdays for the March 4 Joint Primary Election**

Texas Election Code section 85.002(b) permits the Travis County Commissioners Court to designate the main early voting polling place for county-wide elections. And Texas Election Code section 85.062(a)(1) permits the court to designate temporary branch early voting polling places for an election in which the county clerk is the early voting clerk.

The election code further establishes, under sections 85.005(a) and (c), that early voting will be conducted at the main early voting polling place for at least twelve hours on each weekday of the last week of the early voting period, and for other weekdays during the early voting period, the days and hours the county clerk's office is regularly open for business. And under section 85.064(b), early voting by personal appearance at each temporary branch early voting polling place established under Section 85.062(d) will be conducted on the days that early voting is required to be conducted at the main early voting polling place. The authority establishing those temporary branch early voting polling places will determine the hours during which voting is to be conducted on those days. But under section 85.064(c), early voting by personal appearance at temporary branch early voting polling places, other than those polling places designated under section 85.062(d), may be conducted on any one or more days and during any hours of the period for early voting by personal appearance.

The temporary branch early voting polling places designated by this order are located as prescribed by Texas Election Code section 85.062 (b)–(f).

Accordingly, under Texas Election Code section 85.001(a) and (c) and the above-referenced legal authorities, the Travis County Commissioners Court hereby designates for the March 4, 2014 Joint Primary Election the main early voting polling place, the temporary branch early voting polling places, and the temporary branch early voting polling places designated for the mobile early voting program, as set forth in Exhibit A, which is attached and incorporated into this order.

For the March 4, 2014 Joint Primary Elections, the main early voting polling place will be open for early voting by personal appearance on weekdays from 7:00 a.m. to 7:00 p.m., beginning on Tuesday, February 18, 2014 through Friday, February 28, 2014, except that the temporary branch early voting polling places specified in Exhibit A will be open for early voting by personal appearance during those days and hours specified in Exhibit A.

BE IT SO ORDERED on this, the   21   day of January, 2014.

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Honorable Samuel T. Biscoe  
Travis County Judge

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Honorable Ron Davis  
Commissioner, Precinct One

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Honorable Bruce Todd  
Commissioner, Precinct Two

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Honorable Gerald Daugherty  
Commissioner, Precinct Three

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Honorable Margaret Gómez  
Commissioner, Precinct Four



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014  
**Prepared By/Phone Number:** David A. Salazar, Executive Assistant  
512-854-9558

**Elected/Appointed Official/Dept. Head:** County Judge's Office  
**Commissioners Court Sponsor:**

## **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE SELECTION OF A CONSTRUCTION MANAGER AT RISK FOR THE NEW 416 WEST 11TH STREET OFFICE BUILDING AND PARKING STRUCTURE, RFP NO. P1309-005-RV.

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

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014 **Executive Session**  
**Prepared By:** Greg Chico **Phone #:** (512) 854-4659  
**Division Director/Manager:** Greg Chico, Real Estate Division Manager

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR  
**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on an offer to sell approximately 139 acres of undeveloped land near State Highway 130 and U.S. Highway 290 East for inclusion in the Eastern Creeks Open Space project as part of the 2011 Bond program in Precinct One.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, Real Property)

**BACKGROUND/SUMMARY OF REQUEST:**

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**ATTACHMENTS/EXHIBITS:**

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

**CC:**

Charles Bergh	Parks Divison Director	TNR	(512) 854-9408
Robert Armistead	Parks Division Manager	TNR	(512) 854-9383
Greg Chico	Real Estate Division Manager	TNR	(512) 854-4659
Donna Williams-Jones	Financial Services	TNR	(512) 854-9383

**SM:GC:gc**

**3105 - Public Works/ROW- Eastern Creeks Open Space; 2011 Bond; agenda260**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014  
**Prepared By/Phone Number:** David A. Salazar, Executive Assistant  
512-854-9558

**Elected/Appointed Official/Dept. Head:** County Judge's Office  
**Commissioners Court Sponsor:**

## **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON A CLAIM FROM AFFORDABLE BURIAL AND CREMATION SERVICE FOR PAYMENT OF ALLEGED SERVICES RENDERED ON TRAVIS COUNTY'S BEHALF AND RELATED ISSUES. <sup>1</sup> (IN EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)

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

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014  
**Prepared By/Phone Number:** David A. Salazar, Executive Assistant  
512-854-9558

**Elected/Appointed Official/Dept. Head:** County Judge's Office  
**Commissioners Court Sponsor:**

## **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION FOR TRAVIS COUNTY TO MODIFY OR WAIVE CERTAIN FEMA REQUIREMENTS TO FACILITATE CERTAIN HOME RECONSTRUCTION IN RECENTLY DAMAGED FLOODPLAIN AREAS. <sup>1</sup> (IN EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)

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

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014  
**Prepared By/Phone Number:** David A. Salazar, Executive Assistant  
512-854-9558

**Elected/Appointed Official/Dept. Head:** County Judge's Office  
**Commissioners Court Sponsor:**

## **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM SAXET GUN SHOW TO HOLD EVENTS AT THE TRAVIS COUNTY EXPOSITION CENTER LUEDECKE ARENA DURING THE PERIOD MARCH 29, 2014 THROUGH JANUARY 25, 2015. **(IN EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)**

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

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Robert Resnick, 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 Commissioners Court Minutes for the Voting Sessions of December 17, 20 & 30, 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 Commissioners Court Tuesday, December 17, 2013 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

## Call to Order

Meeting called to order on December 17, 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
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

## Citizens Communication

Members of the Court heard from:  
Dr. John Kim, Travis County resident  
Carlos León, Travis County resident  
Gus Peña, Travis County resident  
Zenobia C. Joseph, Travis County resident  
Jane McFarland, Travis County resident

## Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

**RESULT: NOT NEEDED**

2. Consider and take appropriate action regarding the damage to County-owned and private properties due to recent flooding:
  - a. Authorize and fund repairs to the Onion Creek Greenway Project;
  - b. Authorize and fund repairs at Moya Park;
  - c. Authorize and fund repairs at Webberville Park;
  - d. Amendments to the Travis County Relocation Policy; and
  - e. Other related issues.

Members of the Court heard from:  
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)  
Christy Moffett, Social Services Manager, Travis County Health and Human Services

(TCHHS)

Cynthia McDonald, Financial Manager, TNR  
Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)  
Charles Bergh, Division Director, Parks and Natural Resources, TNR  
Pete Baldwin, Travis County Emergency Management Coordinator  
Jessica Rio, Budget Director, Planning and Budget Office (PBO)  
Renea Deckard, Associate Deputy, Collections, Tax Assessor Collector's Office  
Bruce Elfant, Travis County Tax Assessor Collector  
Melinda Mallia, Environmental Project Manager, TNR

**MOTION:** Approve the repair projects and the recommended sources of funding for Items 2.a, b, and c.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Gerald Daugherty, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

*Judge Biscoe announced that Item 2.d would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** In Item 2.d, approve an order to amend County Code Ch. 115 to provide the level of relocation assistance required by state and Federal law and to authorize the Commissioners Court to determine the level of relocation assistance on a project-by-project basis.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty, Margaret J. Gómez

**MOTION:** In Item 2.e, set the relocation assistance amount limit for the recent flooding event at \$22,500.00, consistent with State and Federal law, effective December 17, 2013.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez

*Clerk's Note: The Court noted that persons seeking information on reappraisals of their homes should contact the Travis County Tax Office at 512-854-9473. Certain property owners may qualify for a lower appraisal for the last two months of 2013 and may be allowed to make quarterly tax payments.*

### **Transportation and Natural Resources Dept. Items**

3. Consider and take appropriate action on a cash security agreement with Grand Haven Homes, L.P., for sidewalk fiscal for Avalon Phase 2 for selected lots in Precinct One. (Commissioner Davis)

**RESULT:** **ADDED TO CONSENT**

4. 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 3A for lot 1 block A in Precinct

Three. (Commissioner Daugherty)

**RESULT:           ADDED TO CONSENT**

5. 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 1 for lot 34 block 3 in Precinct Three. (Commissioner Daugherty)

**RESULT:           ADDED TO CONSENT**

6. Consider and take appropriate action on a cash security agreement with Paleface Ranch Estates Homeowners Association for Permit #13-1085, a site plan in Precinct Three. (Commissioner Daugherty)

**RESULT:           ADDED TO CONSENT**

### **Purchasing Office Items**

7. Approve Interlocal Agreement No. 4400001725, City of Austin, for animal control and shelter services.

**RESULT:           ADDED TO CONSENT**

8. Approve Interlocal Agreement No. 4400001726, City of Austin, for public health services.

**RESULT:           ADDED TO CONSENT**

9. Approve contract award for Travis County Weiss Lane Bridge No. 229 improvements design project, RFQ No. Q110243-LP, to the most highly qualified firm, Atkins North America, Inc.

**RESULT:           ADDED TO CONSENT**

10. Approve Modification No. 1 to Contract No. 4400000391, Austin-Travis County Integral Care, for psychiatric nurse practitioner (PNP) services.

**RESULT:           ADDED TO CONSENT**

11. Approve modification No. 3 to Contract No. 4400000114, Klotz Associates, for Bee Creek road design project.

**RESULT:           ADDED TO CONSENT**

12. Approve award of Contract No. 4400001702 for professional psychological / psychiatric services with Forensic Psychological Services, PLLC.

**RESULT:           ADDED TO CONSENT**

13. Approve thirty eight Fiscal Year 2014 Health and Human Services and Veterans Service social service contracts and interlocal agreements (See Attachment 'A' for list of contracts).

**MOTION:**           Approve Item 13.

**RESULT:**           **APPROVED [UNANIMOUS]**

**MOVER:**           Gerald Daugherty, Commissioner

**SECONDER:**       Bruce Todd, Commissioner

**AYES:**            Biscoe, Davis, Todd, Daugherty, Gómez

14. Approve Interlocal Agreement No. 4400001712, Capital Area Metropolitan Planning Organization (CAMPO), to provide coordination of transportation infrastructure activities for Travis County, (STP-MM programs).

**RESULT:           ADDED TO CONSENT**

15. Approve contract awards for miscellaneous groceries, IFB No. 1306-036-SC, to the low bidders for each line item, Labatt Foodservice and Heart of Texas Biscuits, Inc. project. (See Attachment "B")

**RESULT:           ADDED TO CONSENT**

### **Planning and Budget Dept. Items**

16. Consider and take appropriate action on budget amendments, transfers and discussion items.

Members of the Court heard from:

Travis Gatlin, Assistant Budget Director, PBO  
Jessica Rio, Budget Director, PBO

**MOTION:**           Approve Item 16.  
**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Margaret J. Gómez, Commissioner  
**SECONDER:**       Bruce Todd, Commissioner  
**AYES:**            Biscoe, Davis, Todd, Daugherty, Gómez

17. Approve new grant contract with the Texas Council for Developmental Disabilities for an accessible parking awareness campaign in Constable Precinct Five's office.

**RESULT:           ADDED TO CONSENT**

18. Consider and take appropriate action on proposed routine personnel amendments.

**MOTION:**           Approve Item 18.  
**RESULT:**           **APPROVED [4 TO 1]**  
**MOVER:**           Samuel T. Biscoe, Judge  
**SECONDER:**       Gerald Daugherty, Commissioner  
**AYES:**            Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty  
**NAYS:**            Margaret J. Gómez

19. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,212,118.51 for the period of November 29 to December 5, 2013.

**RESULT:           ADDED TO CONSENT**

20. Consider and take appropriate action on execution of parking leases between Travis County and others to include:
  - a. Lease agreement with Central Parking System of Texas, Inc., for parking at the 812 San Antonio parking garage; and
  - b. Lease agreement with the Texas Oil and Gas Association for parking at 1300 Guadalupe.

Members of the Court heard from:  
Roger El Khoury, Director, Facilities Management Department (FMD)

**MOTION:** Approve Item 20.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

### Justice and Public Safety Items

21. Consider and take appropriate action regarding a business associate agreement between Travis County and Southwest Texas Regional Advisory Council.

**RESULT:** **ADDED TO CONSENT**

### Health and Human Services Dept. Items

22. Consider and take appropriate action on request to use one-time resources in Fiscal Year 2014 to fund after school services through the Austin Independent School District.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS  
Shirlene Justice, After School Coordinator, Austin Independent School District (AISD)  
Deborah Britton, Community Services Division Director, TCHHS&VS

**MOTION:** Approve Item 22.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

23. Consider and take appropriate action on items related to the Community Development Block Grant (CDBG) provided by the U. S. Department of Housing and Urban Development (HUD):

- a. Items related to the Program Year 2012 Consolidated Annual Performance Evaluation Report:

- i. Final draft report; and  
ii. Submission to HUD, San Antonio Field Office, Region VI;

Members of the Court heard from:

Christy Moffett, Social Services Manager, TCHHS

**MOTION:** Approve the draft report and authorize submission of the draft to HUD.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Bruce Todd, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

- b. Items related to the certificates of exemption from environmental assessment effective October 1, 2013 for the following projects:

- i. Program Year 2013 Family Support Services Social Work Services expansion;

- ii. Program Year 2013 tenant's rights & fair housing counseling; and iii. Program Year 2013 administrative & planning expenses;

Members of the Court heard from:

Christy Moffett, Social Services Manager, TCHHS

**MOTION:** Approve the certificates of exemption and authorize the County Judge to sign on behalf of the Commissioners Court.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Bruce Todd, Commissioner

**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

- c. Items related to the substantial amendment of the Program Years 2011, 2012 and 2013 Action Plans and Program Year 2011-2013 Consolidated Plan:

- i. January 3, 2014 through February 3, 2014 as the 30 day public comment period for the public to review and comment on the draft;

- ii. January 14, 2014 at 9:00 am as the public hearing date to receive public comment at Travis County Commissioner Court;

- iii. Advertisements announcing, in newspapers of general circulation, the public hearing date and 30-day comment period; and

Members of the Court heard from:

Christy Moffett, Social Services Manager, TCHHS

**MOTION:** Approve Items 23.c.i-iii.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

- iv. The public comment draft of the substantial amendment.

Members of the Court heard from:

Christy Moffett, Social Services Manager, TCHHS

**MOTION:** Approve the proposed substantial amendment.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

- 24. Receive update from Texas Agrilife Extension on the Master Gardener Program.

**RESULT:** **POSTPONED**

- 25. Consider and take appropriate action on request for a one-time investment of \$35,000 to Work Force Solutions for the Austin Opportunity Youth Collaborative.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS

Tamara Atkinson, Deputy Executive Director, Workforce Solutions,

Mary Ellen Pietruszynski, Executive Director, Sooch Foundation

Anna Lisa Farenthold, Director, Austin Opportunity Youth Collaborative

**MOTION:** Approve Item 25.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Bruce Todd, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

*Clerk's Note: The Court noted that persons seeking information on the Austin Opportunity Youth Collaborative may contact Anna Lisa Farenthold at 512-597-7122*

26. Consider and take appropriate action on request for \$25,000 in one-time funding for the Green Doors Veterans Permanent Supportive Housing Program.

Members of the Court heard from:  
Sherri Fleming, County Executive, TCHHS&VS  
Frank Fernandez, Executive Director, Green Doors

**MOTION:** Approve Item 26.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

#### Other Items

27. Consider and take appropriate action on a Travis County organizational review and assessment for the Commissioners Court. (Commissioners Todd and Daugherty)

Members of the Court heard from:  
Cyd Grimes, Travis County Purchasing Agent  
John Hille, Assistant County Attorney

**MOTION:** Direct the Purchasing Agent to move forward with a professional services agreement and bring it back to the Court for a final decision.  
**MOVER:** Gerald Daugherty, Commissioner  
**SECONDER:** Bruce Todd, Commissioner

**FRIENDLY AMENDMENT:** Direct staff to bring back a scope of work for the Court in that agreement for the Court to approve.

**MOVER:** Samuel T. Biscoe, Judge  
**RESULT:** **FRIENDLY AMENDMENT ACCEPTED.**

*Clerk's Note: A Vote on the Standing Motion was taken.*

**RESULT:** **APPROVED [3 TO 2]**  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty  
**NAYS:** Ron Davis, Margaret J. Gómez

**MOTION:** Approve an exemption order, to exempt this from competition.  
**RESULT:** **APPROVED [3 to 2]**  
**MOVER:** Gerald Daugherty, Commissioner  
**SECONDER:** Bruce Todd, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty  
**NAYS:** Ron Davis, Margaret J. Gómez

*Clerk's Note: The Court assigned Commissioners Todd and Daugherty to act as project managers.*

28. Consider and take appropriate action regarding the memoranda of understanding, the primary elections services contracts, and the joint resolution with the Democratic and Republican Parties for the March 4, 2014, Joint Primary Election and the May 27, 2014, Joint Primary Runoff Election.

**RESULT:           ADDED TO CONSENT**

29. Consider and take appropriate action on Compensation Committee's recommended modifications to the Travis County Compensation Policy.

**RESULT:           POSTPONED**

30. Consider and take appropriate action on reports from Economic Development and Procurement Policies Task Force.

Members of the Court heard from:

Leslie Browder, County Executive, PBO  
Cyd Grimes, Travis County Purchasing Agent  
Tenley Aldredge, Assistant County Attorney  
Floyd Martin Akers, Pflugerville Community Development Corporation, Task Force member  
Bob Batlan, Austin Interfaith, Task Force member  
Dave Porter, Greater Austin Chamber of Commerce, Task Force member  
Emily Timm, Workers Defense Project  
Philip Lawhon, Representative, International Brotherhood of Electrical Workers (IBEW),  
Task Force member  
Taylor Terkel, Four T Realty, Task Force member  
Thomas Dodd, Business Manager, Plumbers and Pipefitters Union, Local 286  
Marcia Zwilling, Travis County resident  
Judy Cortez, American Federation of State, County, and Municipal Employees (AFSCME),  
Task Force Co-Chair  
Russ Hall, Workers Defense Project

**RESULT:           DISCUSSED**

### **Executive Session Items**

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

*Note 1: Gov't Code Ann 551.071, Consultation with Attorney*

*Note 2: Gov't Code Ann 551.072, Real Property*

*Note 3: Gov't Code Ann 551.074, Personnel Matters*

*Note 4: Gov't Code Ann 551.076, Security*

*Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

31. Consultation with County Attorney and take appropriate action regarding the acquisition of Parcels #1 and #2 for the Gilbert Road Improvement Project. <sup>1</sup> (Commissioner Davis)

*Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** Authorize the County Attorney to proceed to condemnation.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Bruce Todd, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

32. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Orlando Oliva. <sup>1</sup>

**RESULT: POSTPONED**

33. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Neil Campbell. <sup>1</sup>

**RESULT: POSTPONED**

34. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Emmanuel Torres. <sup>1</sup>

**RESULT: POSTPONED**

35. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Luke Rowan. <sup>1</sup>

*Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**RESULT: DISCUSSED**

36. Receive briefing and consultation with attorney in Travis County, et al vs. Kenneth P. Morvant (Debra Dozier resale deed) and take appropriate action. <sup>1</sup>

**RESULT: POSTPONED**

37. Receive briefing and consultation with attorney in Travis County, et al vs. Bonnie Elizabeth Ward (Debra Dozier resale deed) and take appropriate action. <sup>1</sup>

*Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** Execute the proposed tax resale deed to Debra Dozier, who has paid Travis County the sum of \$3,500.00 in cash, and authorize the County Judge to sign on behalf of the Commissioners Court.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Gerald Daugherty, Commissioner

**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez

**ABSENT:** Ron Davis

38. Receive briefing and consultation with attorney in Travis County, et al vs. Texas 12405, LLC (Hillel Davis resale deed) and take appropriate action. <sup>1</sup>

*Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** Execute the proposed tax resale deed to Hillel Davis, who has paid Travis

County the sum of \$1,125.00 in cash, and authorize the County Judge to sign on behalf of the Commissioners Court.

**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Bruce Todd, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

39. Receive briefing and consultation with attorney in Travis County, et al vs. Texas 12405, LLC (Joey Sarkadi resale deed) and take appropriate action. <sup>1</sup>

*Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** Execute the proposed tax resale deed to Joey Sarkadi, who has paid Travis County the sum of \$1,251.00 in cash, and authorize the County Judge to sign on behalf of the Commissioners Court.

**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

40. Receive briefing and consultation with attorney in Travis County, et al vs. Texas 12405, LLC (Jun Zhou resale deed) and take appropriate action. <sup>1</sup>

*Judge Biscoe announced that Item 40 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** On Parcel 59517, execute the proposed tax resale deed to Jun Zhou, who has paid Travis County the sum of \$1,475.81 in cash, and authorize the County Judge to sign on behalf of the Commissioners Court.

**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

**MOTION:** On Parcel 59416, execute the proposed tax resale deed to Jun Zhou, who has paid Travis County the sum of \$1,222.54 In cash, and authorize the County Judge to sign on behalf of the Commissioners Court.

**RESULT:** **DEFEATED [2 TO 2]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Gerald Daugherty, Margaret J. Gómez  
**NAYS:** Samuel T. Biscoe, Bruce Todd  
**ABSENT:** Ron Davis

### Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court Minutes for the Voting Sessions of November 19 and 26, and December 3, 2013.

- C4. Approve setting a public hearing on Tuesday, January 7, 2014 to receive comments regarding a request to authorize the filing of an instrument to vacate a five foot wide public utility easement located along the southeasterly lot line of lot 48 of Hamilton Hills in Precinct Three. (Commissioner Daugherty)
- C5. Approve setting a public hearing on Tuesday, January 7, 2014 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot lines of lots 1042 and 1043 of Apache Shores, Section 2 in Precinct Three. (Commissioner Daugherty)
- C6. Approve setting a public hearing on Tuesday, January 21, 2014 to receive comments regarding proposed watershed protection amendments to Title 30.

**MOTION:** Approve Consent Items C1–C6 and Agenda Items 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 19, 21, and 28.

**RESULT:** **ADOPTED [UNANIMOUS]**

**MOVER:** Margaret J. Gómez, Commissioner

**SECONDER:** Gerald Daugherty, Commissioner

**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

### **Minutes approved by the Commissioners Court**

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Date of Approval

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Samuel T. Biscoe, Travis County Judge



# Minutes for the Travis County Commissioners Court Friday, December 20, 2013 Special Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

## Call to Order

Special Voting Session called to order on December 20, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Catherine Jones.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

## Citizens Communication

Members of the Court heard from:  
Adam Slosberg, Travis County resident  
Gus Peña, Travis County resident

## Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

**RESULT: NOT NEEDED**

## Transportation and Natural Resources Dept. Items

2. Consider and take appropriate action on a request to use an alternative fiscal agreement for West Cypress Hills, Phase Two, Section Three in Precinct Three. (Commissioner Daugherty)

**RESULT: ADDED TO CONSENT**

3. Consider and take appropriate action on the following requests:
  - a. An exemption from platting requirements for the Enclave at Estancia condominium project – 385 single-family detached units;
  - b. A condominium phasing agreement between Lennar Homes of Texas Land and Construction, Ltd. and Travis County; and

- c. A cash security agreement with SLF III Onion Creek LP in Precinct Three. (Commissioner Daugherty)

Members of the Court heard from:

Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

**MOTION:** Approve Item 3.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Gerald Daugherty, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

#### Purchasing Office Items

- 4. Approve interlocal agreement with Capital Metro for employee transit services.

Members of the Court heard from:

Tom Weber, Environmental Program Manager, TNR  
Adele Noel, Environmental Project Manager, TNR

**MOTION:** Approve Item 4.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

- 5. Ratify and approve Contract Modification No. 1 to Contract No. 440000892 (HTE No. PS120192DW), Southwest Key Programs, for prevention and intervention services.

**RESULT:** **ADDED TO CONSENT**

- 6. Ratify and approve Contract No. 4400001678, Advanced Trauma Solutions to provide Trauma Affect Regulation: Guide for Education and Treatment (TARGET) Program.

**RESULT:** **ADDED TO CONSENT**

- 7. Approve interlocal agreement with Lake Travis Fire and Rescue for wildfire mitigation services.

**RESULT:** **ADDED TO CONSENT**

- 8. a. Declare two used Interactive Voice Response (IVR) servers as surplus and authorize trade-in for purchase of upgrade to Elections IVR; and  
b. Approve Modification No. 3 to Contract No. 440000249 (HTE contract No. CM080170CL), Mitel Technologies, Inc. for Interactive Voice Response system.

**RESULT:** **ADDED TO CONSENT**

- 9. Approve Modification No. 1 to Contract No. 4400001633, Kiewit Building Group, for Executive Office Building (EOB) HVAC upgrades.

**RESULT:** **ADDED TO CONSENT**

## Planning and Budget Dept. Items

10. Consider and take appropriate action on budget amendments, transfers and discussion items.

**RESULT: NOT NEEDED**

11. Consider and take appropriate action on proposed routine personnel amendments.

**RESULT: ADDED TO CONSENT**

12. 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 \$615,656.17 for the period of December 6 to December 12, 2013.

**RESULT: ADDED TO CONSENT**

13. Consider and take appropriate action regarding a license agreement for a temporary construction area located at 416 W. 11th Street between Travis County and Texas PTA.

*Clerk's Note: Judge Biscoe noted that the temporary construction area would include up to 10 spaces.*

**RESULT: ADDED TO CONSENT**

## Other Items

14. Consider and take appropriate action on reports from Economic Development and Procurement Policies Task Force.

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)  
Philip Lawhon, Representative, International Brotherhood of Electrical Workers (IBEW),  
Task Force member  
Judy Cortez, American Federation of State, County, and Municipal Employees (AFSCME),  
Task Force Co-Chair  
Chris Wagner, President, Central Texas Building and Construction Trades Council  
Bob Batlan, Austin Interfaith, Task Force member  
Jeremy Hendricks, Laborers International Movement, Task Force member alternate  
Frank Fuentes, Chairman, U.S. Hispanic Contractors Association  
Thomas Dodd, Business Manager, Plumbers and Pipefitters Union, Local 286  
Dave Porter, Greater Austin Chamber of Commerce, Task Force member  
Gus Peña, Travis County resident  
Mary Etta Gerhardt, Assistant County Attorney  
Cyd Grimes, Travis County Purchasing Agent  
Tenley Aldredge, Assistant County Attorney

**MOTION:** That the economic development incentives policy be amended to provide for an additional incentive of 5 percent above the base incentive if employees hired by contractors to construct facilities related to an incentive agreement receive an hourly wage that reflects the applicable prevailing wage adopted or determined by the County, and provided that the total incentive does not exceed 80 percent.

**SUBSTITUTE**

**MOTION:** Adopt the Task Force's recommendation for the prevailing wage as a base requirement.

**MOVER:** Margaret J. Gómez, Commissioner

*Clerk's Note: The Substitute Motion died for lack of a Second.*

**SUBSTITUTE**

**MOTION:** Accept the Task Force's recommendation for the prevailing wage under economic incentive agreements.

**MOVER:** Margaret J. Gómez, Commissioner

**SECONDER:** Ron Davis, Commissioner

*Clerk's Note: The Court took a vote on whether to vote on the Substitute Motion before the Standing Motion.*

**MOTION:** Vote on Substitute Motion before voting on initial Standing Motion.

**RESULT:** **DEFEATED [2 TO 3]**

**AYES:** Ron Davis, Margaret J. Gómez

**NAYS:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty

*Clerk's Note: The Court voted on the Standing Motion.*

**RESULT:** **APPROVED [UNANIMOUS]**

**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

**MOTION:** Direct appropriate County staff to amend the economic development incentives policy to incorporate the recommendations made by the Task Force that have been approved by the Commissioners Court.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

**MOTION:** Direct the Purchasing Agent to take the steps necessary to implement the Task Force's recommendations, with the assistance of the County Attorney's Office.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

*Clerk's Note: This item to be reposted on January 14, 2014.*

15. Consider and take appropriate action regarding revisions to the Travis County Jury Selection Plan.

Members of the Court heard from:

Michelle Brinkman, Chief Deputy, District Clerk's Office

**MOTION:** Approve Item 15.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Gerald Daugherty, Commissioner

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

16. Consider and take appropriate action on appointment of Michael R. Bessner to the Emergency Services District Number Two Board of Commissioners for the two-year term of January 1, 2014

through December 31, 2015.

**RESULT:           ADDED TO CONSENT**

17. Consider and take appropriate action on the appointment of Mike Howe to the Emergency Services District Number Two Board of Commissioners for the two-year term of January 1, 2014 through December 31, 2015.

**RESULT:           ADDED TO CONSENT**

### Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve setting a public hearing on Tuesday, January 14, 2014 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements (PUEs) located along the common lot line of lots 346 and 347 of Apache Shores, First Installment in Precinct Three. (Commissioner Daugherty)
- C4. Approve setting a public hearing on Tuesday, January 14, 2014 to receive comments regarding a request to authorize the filing of an instrument to vacate a five foot wide public utility easement (PUE) located over and across a portion of lot 15 of Travis Vista in Precinct Two. (Commissioner Todd)

Members of the Court heard from:

Julie Joe, Assistant Travis County Attorney

**MOTION:**           Approve Consent Items C1–C4 and Agenda Items 2, 5, 6, 7, 8.a–b, 9, 11, 12, 13, 16, and 17.

**RESULT:**           **ADOPTED [UNANIMOUS]**

**MOVER:**           Margaret J. Gómez, Commissioner

**SECONDER:**       Gerald Daugherty, Commissioner

**AYES:**            Biscoe, Davis, Todd, Daugherty, Gómez

### Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

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



# Minutes for the Travis County Commissioners Court Monday, December 30, 2013 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

## Call to Order

Meeting called to order on December 30, 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	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

## Citizens Communication

Members of the Court heard from:  
Gus Peña, Travis County resident  
Pete Baldwin, Travis County Emergency Management Coordinator

## Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:  
Hershel Lee, Travis County Fire Marshal

*Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.*

**RESULT: DISCUSSED**

## Transportation and Natural Resources Dept. Items

2. Consider and take appropriate action regarding support of the US 183 North Mobility Project as a project partner. (Commissioner Todd)

**RESULT: ADDED TO CONSENT**

3. Consider and take appropriate action regarding the proposal to approve license agreement for

Violet Crown Sports Association to hold a bike race at Webberville Park in Precinct One.  
(Commissioner Davis)

**RESULT:           ADDED TO CONSENT**

4. Consider and take appropriate action on request to accelerate the implementation schedule of both the Blake-Manor Road and the Taylor Lane projects of the 2011 bond program in Precinct One. (Commissioner Davis)

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

**MOTION:**           Approve Item 4.  
**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Samuel T. Biscoe, Judge  
**SECONDER:**       Gerald Daugherty, Commissioner  
**AYES:**           Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:**          Ron Davis

#### **Purchasing Office Items**

5. Consider and take appropriate action on request to renew Interlocal Agreement No. 4400000375 with Austin Travis County Integral Care.

Members of the Court heard from:

Gus Peña, Travis County resident  
Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)

**MOTION:**           Approve Item 5.  
**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Margaret J. Gómez  
**SECONDER:**       Gerald Daugherty, Commissioner  
**AYES:**           Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:**          Ron Davis

6. Consider and take appropriate action to ratify Modification No. 4 to Contract No. 4400000819, Workforce Solutions – Capital Area Workforce Board for child care local match transfer.

*Clerk's Note: Judge Biscoe noted that by approving this item, the Court ratifies the contract from October 1, 2013 through September 30, 2014.*

**RESULT:           ADDED TO CONSENT**

7. Consider and take appropriate action on the following for property and boiler/machinery insurance:
  - a. Approve twelve-month extension (Modification No. 7) to Contract No. 4400001263 (HTE Contract No. 11T00034OJ), Higginbotham Insurance Agency, Inc. for property and boiler/machinery insurance; and
  - b. Reject terrorism coverage under the Terrorism Risk Insurance Act of 2002 (TRIA), and authorize the County Judge to sign the TRIA policy disclosure statement.

**RESULT:           ADDED TO CONSENT**

8. Pursuant to Texas Local Government Code, Section 263.152(a)(1), declare certain items surplus property and sell at public auction.

**RESULT:           ADDED TO CONSENT**

9. Approve contract award for the design of Old San Antonio Road at Onion Creek Bridge Project, RFQ No. Q1210-008-JW, to the most highly qualified firm, CP&Y, Inc.

**RESULT:           ADDED TO CONSENT**

10. Consider and take appropriate action on request from Pat Ford and Associates, Inc. and others to represent Travis County in disaster mitigation consulting services and conducting appraisals and acquisitions of certain lots in the Floodplain Buyout Program.

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent  
Melinda Mallia, Environmental Project Manager, TNR  
Pat Ford, Pat Ford Associates, Inc.  
Candy Spitzer, CEO, Spitzer & Associates, Inc.  
Julie Joe, Assistant County Attorney

*Clerk's Note: Items 10 and 11 are associated with one another and were called for concurrent discussion.*

*Judge Biscoe announced that Item 10 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:**           Direct Cyd Grimes, Travis County Purchasing Agent, to create an avenue for additional firms to compete.

**MOVER:**            Gerald Daugherty, Commissioner

**RESULT:**           **DIED FOR LACK OF A SECOND**

11. Approve exemption and contract award for Travis County professional disaster mitigation consulting services, Jeffrey S. Ward and Associates, Inc.

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent  
Melinda Mallia, Environmental Project Manager, TNR  
Pat Ford, Pat Ford Associates, Inc.  
Candy Spitzer, CEO, Spitzer & Associates, Inc.  
Julie Joe, Assistant County Attorney

*Clerk's Note: Items 10 and 11 are associated with one another and were called for concurrent discussion.*

*Judge Biscoe announced that Item 11 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:**           Approve the exemption order and award the contract to Jeffrey S. Ward and Associates, Inc.; that the process for appraisals continue in an expeditious manner; and that staff report back to the Commissioners Court on this item next week, Tuesday, January 7, 2014.

**RESULT:**           **APPROVED [UNANIMOUS]**

**MOVER:**            Margaret J. Gómez

**SECONDER:**       Gerald Daugherty, Commissioner

**AYES:**             Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez

**ABSENT:**           Ron Davis



Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS)

**MOTION:** Approve Item 18.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

19. Consider a request to approve the public comment draft of the Substantial Amendments to the Program Year 2009-2013 Action Plans and Program Years 2011-2013 Consolidated Plan for the Community Development Block Grant provided by HUD.

Members of the Court heard from:  
Christy Moffett, Social Services Manager, TCHHS

**MOTION:** Approve Item 19.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Gerald Daugherty, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

#### Other Items

20. Consider and take appropriate action to appoint Damon Moore as the Precinct Four appointee to the board of the Dispute Resolution Center term to begin January 1, 2014. (Commissioner Gómez)

**RESULT:** **ADDED TO CONSENT**

21. Consider and take appropriate action on acceptance of a donation of \$681.11 from Danielle Ammon (Kendra Scott Designs) for the benefit of County Court at Law #6 Project Engage Program.

**RESULT:** **ADDED TO CONSENT**

22. Consider and take appropriate action on a request from the Travis County Sheriff's Office to approve the renewal of an agreement between Travis County and the Texas Department of Public Safety for participation in the Texas 1033 Surplus Property Program.

**RESULT:** **ADDED TO CONSENT**

23. Consider and take appropriate action on submitting written comments to the Texas Department of Insurance regarding "navigator" rules.

Members of the Court heard from:  
Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** Approve Item 23.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

## Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

*Note 1: Gov't Code Ann 551.071, Consultation with Attorney*

*Note 2: Gov't Code Ann 551.072, Real Property*

*Note 3: Gov't Code Ann 551.074, Personnel Matters*

*Note 4: Gov't Code Ann 551.076, Security*

*Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

24. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Orlando Oliva. <sup>1</sup>

**RESULT: POSTPONED**

25. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Neil Campbell. <sup>1</sup>

**RESULT: POSTPONED**

26. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Emmanuel Torres. <sup>1</sup>

**RESULT: POSTPONED**

27. Consider and take appropriate action on request from SAXET Gun Show to hold events at the Travis County Exposition Center Luedecke Arena during the period March 29, 2014 through January 25, 2015. <sup>1</sup>

*Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**RESULT: DISCUSSED**

**Reset for: 1/7/2014**

## Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court minutes for the Voting Session of December 10, 2013.
- C4. Approve setting a public hearing on Tuesday, January 21, 2014 to receive comments regarding a request to authorize the filing of an instrument to vacate a portion of the two ten foot wide public utility easements (PUEs) located along the common lot line of lots 80 and 81 of Sandy Creek Ranches, Phase Four in Precinct Three. (Commissioner Daugherty)

**MOTION:** Approve Consent Items C1–C4 and Agenda Items 2, 3, 6, 7.a–b, 8, 9, 12, 13, 14.a–b, 15, 20, 21, and 22.  
**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

### **Minutes approved by the Commissioners Court**

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Date of Approval

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Samuel T. Biscoe, Travis County Judge

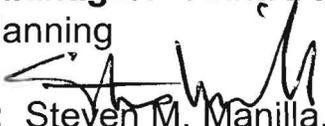


## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

**Prepared By:** Sue Welch, Planner **Phone #:** 854-7637

**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 Gomez, Precinct Four

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, February 11, 2014 to receive comments regarding a plat for recording: Re-subdivision of Lot 2 from re-subdivision of Lot 38, East Travis Hills (Re-subdivision Final Plat - 2 Lots - High Noon - City of Austin 5-mile ETJ) in Precinct Four.

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

The property owners of Lot 2 requests to re-subdivide the existing lot to create 2 lots, 1 commercial lot (Lot 2A at 1.02 acres), and 1 residential lot (Lot 2B at 1.96 acres), platted from High Noon. There are no new public or private streets proposed with this re-subdivision. The parkland fees are not required. Water is provided by Aqua Water Supply Corporation and wastewater is on-site septic. The Fire Marshal's office has reviewed the hazardous pipeline easements and have cleared all comments. The applicant sent notice for non-residential development.

### **STAFF RECOMMENDATIONS:**

As this re-subdivision final plat meets all single-office standards and is scheduled for the City of Austin Zoning and Platting Commission meeting on January 21, 2014. Single-office staff recommends approval of the motion.

### **ISSUES AND OPPORTUNITIES:**

TNR has not received any inquiries at this time.

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

NA

### **ATTACHMENTS/EXHIBITS:**

Location Map

Precinct Map

Original Subdivision

Proposed Re-subdivision

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	512-854-4239
Steve Manilla	County Executive	TNR	512-854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	512-854-7561

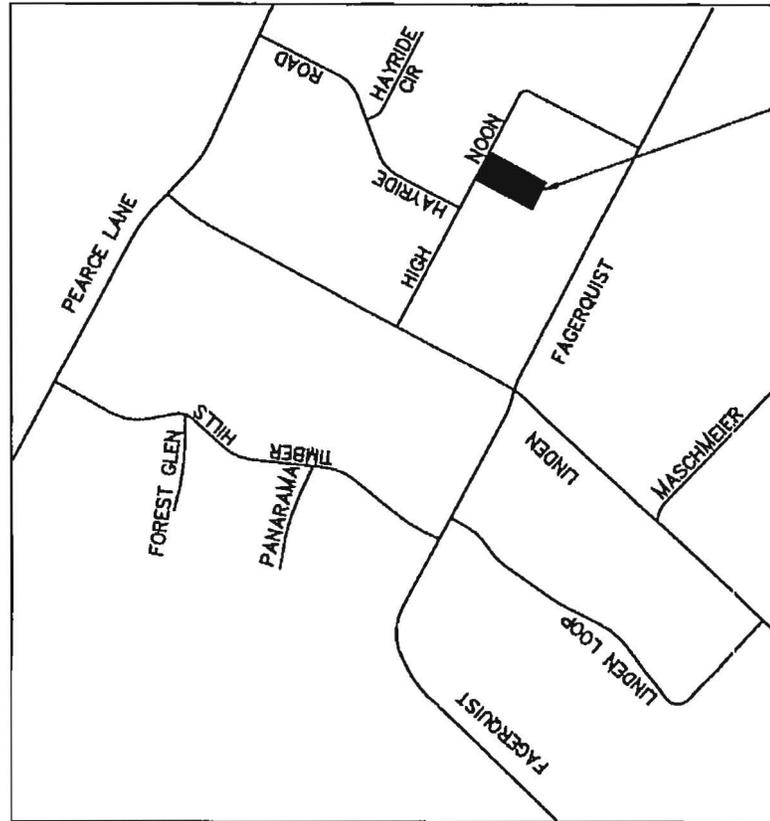
**CC:**

Sue Welch	Planner	TNR	512-854-7637

**sw:AB:sw**

**1101 - Development Services - Re-subdivision of Lot 2, from Re-subdivsion of Lot 38, East Travis Hills.**

**EAST TRAVIS HILLS LOT 2; RESUBDIVISION  
16805 HIGH NOON**

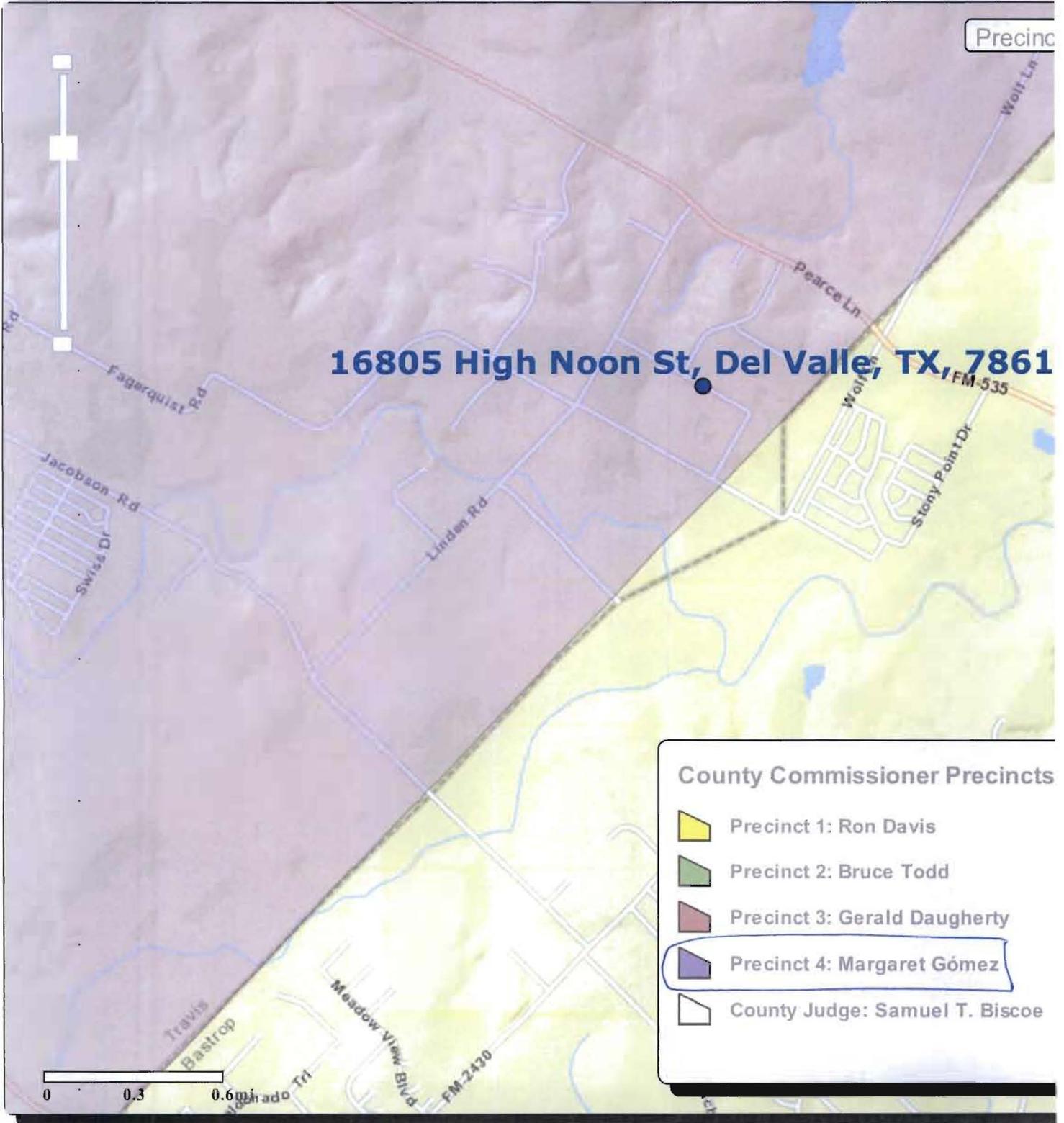


**LOCATION MAP  
N.T.S.**

16805 HIGH NOON



# Travis County Commissioner









## **Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3**

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Robert Resnick, 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 Sessions of December 17 & 30, 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, December 17, 2013 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on December 17, 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
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

**MOTION:** Approve the claims and investments in Item 1.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Bruce Todd, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

2. Approve the Northwest Travis County Road District No. 3 minutes for the Voting Sessions of November 19 and 26, 2013.

**MOTION:** Approve Item 2.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

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



# Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Monday, December 30, 2013 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on December 30, 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	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

**MOTION:** Approve the investments in Item 1.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

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



## **Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1**

**Meeting Date:** January 21, 2014

**Prepared By/Phone Number:** Robert Resnick, 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 Sessions of October 15 and December 17  
& 23, 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 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 Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, October 15, 2013 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on October 15, 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	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

**RESULT: NOT NEEDED**

2. Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Sessions of September 3 and 24, 2013.

**MOTION:** Approve Item 2.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Gerald Daugherty, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

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



# Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, December 17, 2013 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on December 17, 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
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

**MOTION:** Approve the claims and investments in Item 1.  
**RESULT:** **APPROVED [4 TO 0]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSTAIN:** Ron Davis

2. Approve the Bee Cave Road District No. 1 minutes for the Voting Sessions of November 19 and 26, 2013.

**MOTION:** Approve Item 2.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

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



# Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Monday, December 30, 2013 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on December 30, 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	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

**MOTION:** Approve the investments in Item 1.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez  
**ABSENT:** Ron Davis

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

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