



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number: Martha Brown/ 854-3465

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 items related to the Program Year 2013 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD:

- A. Request to approve November 24, 2014 through December 8, 2014 as the 15-day public comment period for the public to review and comment on the draft;
- B. Request to approve a public hearing date on December 2, 2014, at the Travis County Commissioners Courtroom at 9 am to receive public comment; and
- C. Request to approve the advertisement announcing the public hearing date and 15 day public comment period in newspapers of general circulation: Austin Chronicle, Pflugerville Pflag, Hill Country News, Lake Travis View, Oak Hill Gazette, Westlake Picayune, The Villager, and Ahora Si.

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 and Urban Development sponsors the Community Development Block Grant (CDBG), a program that provides annual grants 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.

The first year that Travis County received CDBG funds from HUD was in 2006. Since then, Travis County receives funds annually through a cycle, or Program Year, which runs from October 1st through September 30th. The Consolidated Annual Performance Evaluation Report provides an overview of Travis County's CDBG performance for the past year including performance measures, project status and fiscal expenditures. In accordance with the Travis County's Citizen Participation Plan, the CAPER is posted annually for public comment for a period of 15 days.

The following timeline is recommended for the development and approval of the PY13 CAPER for on-time submission.

1. Approval of the draft of the CAPER by Commissioners Court on November 18, 2014;
2. Approval of the final CAPER by Commissioners Court on December 16, 2014;
3. The final Submission to HUD on December 29, 2014.

A. Each year HUD requires grantees to develop an annual report that documents progress and accomplishments of the CDBG projects and the CDBG program as a whole. This report is called the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is due 90 days after program year completion or December 30th of each year.

To be in compliance with the requirements of 24 Code of Federal Regulation (CFR) Part 91 and with Travis County's Citizen Participation Plan (CPP), the public must have a 15-day period to provide comment on the CAPER.

B. Travis County's Citizen Participation Plan also stipulates that one public hearing must be held during the 15-day comment period at the Travis County Commissioners Court during the normally scheduled voting session in the traditional public hearing format with oral testimony.

C. The advertisement will appear in newspapers of general circulation that target the areas the grant serves. The following papers will be targeted for advertising in English: The Austin Chronicle, Pflugerville Pflag, Hill Country News, Lake Travis View, Oak Hill Gazette, The Villager and West Lake Picayune

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

Please see Attachment A for the proposed advertisement in English and Attachment B for the advertisement in Spanish.

STAFF RECOMMENDATIONS:

- A. Staff recommends approval of the 15-day public comment period from November 24, 2014 to December 8, 2014.
- B. Staff recommends approval of the public hearing date to be on December 2, 2014.
- C. Staff recommends approval of the advertisement to notify the public of the comment period and the public hearing for the PY 2013 CAPER.

ISSUES AND OPPORTUNITIES:

The CAPER provides an opportunity to assess program effectiveness and to keep the public informed of progress to date.

FISCAL IMPACT AND SOURCE OF FUNDING:

A.N/A

B.N/A

C. N/A

REQUIRED AUTHORIZATIONS:

None.

Cc: Steven Manilla, TNR
Lee Turner, TNR
Cyd Grimes, Purchasing Office
Jason Walker, Purchasing Office
Nicki Riley, Auditor's Office
Janice Cohoon, Auditor's Office
Leroy Nellis, PBO
Aerin Toussaint, PBO
Mary Etta Gerhardt, County Attorney's Office

Dede Bell , Auditor's Office
Laura Sovine, HHS/VS
Kirsten Sigfried, HHS/VS
Christy Moffett, HHS/VS

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

INVITATION TO COMMENT ON THE DRAFT OF THE PROGRAM YEAR 2013 CDBG ANNUAL REPORT

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG,) Travis County will make available to the public its Program Year 2013 CDBG annual report known as the Consolidated Annual Program, Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2013 to September 30, 2014, and describes progress made in carrying out the CDBG projects. This report will be submitted to the U.S. Department of Housing and Urban Development to meet federal requirements.

COMMENT PERIOD AND DRAFT DOCUMENT

Comments will be accepted for 15 days beginning November 24, 2014 at 8:00 a.m. and ending December 8, 2014 at 5:00 p.m. Beginning November 24, 2013, a draft document will be available for download on the Travis County CDBG page www.co.travis.tx.us/CDBG, and also available for review at any of the seven Travis County Community Centers:

Travis County Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
Travis County Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Travis County Community Center	18649 FM 1431, Jonestown
Travis County Community Center	600 W. Carrie Manor, Manor
Travis County Community Center	100 N. IH-35, Suite 1000, Austin
Travis County Community Center	2201 Post Road, Suite 101, Austin

PUBLIC HEARINGS

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 2, 2014 at 9:00 a.m. at the Travis County Commissioners Courtroom, 700 Lavaca St., Austin, TX.

MAILING COMMENTS

The public can also mail their comments to: CDBG Program, Travis County, HHSVS, P.O. Box 1748, Austin, TX 78767 or e-mail them to the CDBG program at cdbg@traviscountytexas.gov

For additional information contact Christy Moffett, at cdbg@traviscountytexas.gov or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at the public hearing, please contact staff at least five business days in advance.

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-854-3460 for assistance.



EL PROGRAMA DE SUBSIDIOS GLOBALES DE DESARROLLO COMUNITARIO
(CDBG) DEL CONDADO DE TRAVIS

INVITACIÓN PARA COMENTAR SOBRE LA VERSIÓN PRELIMINAR DEL
INFORME ANUAL DEL PROGRAMA CDBG
PARA EL AÑO PROGRAMÁTICO 2013

Como parte del proceso continuo del Condado de Travis relacionado con participación pública en el Programa de Subsidios Globales para el Desarrollo Comunitario (conocido como CDBG, por sus siglas en inglés) el Condado de Travis pondrá a disposición del público el informe anual del programa CDBG para el año programático 2013 conocido como el Informe Anual Consolidado de Desempeño y Evaluación (CAPER, por sus siglas en inglés).

El informe CAPER cubre un período desde el 1 de octubre de 2013 hasta el 30 de septiembre de 2014, y describe el progreso realizado en el desarrollo de los proyectos del programa CDBG. Este informe será presentado al Departamento de Vivienda y Desarrollo Urbano de EE.UU. para cumplir con los requisitos federales.

PERÍODO PARA COMENTARIOS Y DOCUMENTO PRELIMINAR

Se aceptarán comentarios durante 15 días a partir del 24 de noviembre de 2014 a las 8:00 a.m. hasta el 8 de diciembre de 2014 a las 5:00 p.m. A partir del 24 del noviembre de 2014, la versión preliminar del documento estará disponible para ser descargada de la página del programa CDBG del Condado de Travis en el internet www.co.travis.tx.us/CDBG, y también estará disponible para ser consultada en cualquiera de nuestros siete centros comunitarios del Condado de Travis:

Centro Comunitario del Condado de Travis	3518 FM 973, Del Valle
Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario del Condado de Travis	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario del Condado de Travis	18649 FM 1431, Jonestown
Centro Comunitario del Condado de Travis	600 W. Carrie Manor, Manor
Centro Comunitario del Condado de Travis	100 N. IH-35, Suite 1000, Austin
Centro Comunitario del Condado de Travis	2201 Post Road, Suite 101, Austin

AUDIENCIA PÚBLICA

El público puede hacer comentarios asistiendo a una audiencia pública el 2 de diciembre de 2014 a las 9:00 a.m. en el edificio Travis County, en la sala "Commissioners Courtroom", 700 Lavaca St., Austin, TX.

ENVÍO DE COMENTARIOS

El público también puede enviar comentarios por correo postal a: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767, o por correo electrónico a cdbg@traviscountytx.gov.

Para mayor información comuníquese con Christy Moffett a través del e-mail cdbg@traviscountytx.gov 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 por lo menos con cinco días hábiles de anterioridad.

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 512-854-3460.





Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number: Juanita Jackson – 854-4467

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider And Take Appropriate Action To Approve A Memorandum Of Understanding Between Travis County And the Central Texas Afterschool Network For The Use Of Office Space.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo

STAFF RECOMMENDATIONS:

Staff recommends approval of this MOU

ISSUES AND OPPORTUNITIES:

See attached memo

FISCAL IMPACT AND SOURCE OF FUNDING:

This MOU does not include funding. It outlines the responsibilities of each party as they relate to office space at 1600-B Smith Road

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney'
Leroy Nellis, Acting County Executive, Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Nicki Riley, CAP, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Aerin Toussaint, Analyst, Planning and Budget Office
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office
Sherri Fleming, County Executive, HHS/VS
Dolores Sandmann, Director, Texas A&M AgriLife Extension Service

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
& VETERANS SERVICE**
P. O. Box 1748 * Austin, Texas 78767

Sherri E. Fleming
County Executive for HHS/VS
Office (512) 854-4100 * Fax (512) 279-2197

M E M O R A N D U M

Date: October 17, 2014

To: Travis County Commissioners Court

From: *Sherri E. Fleming*
Sherri E. Fleming, County Executive for
Travis County Health and Human Services and Veterans Service

Subject: Central Texas Afterschool Network MOU

Proposed Motion:

Consider and take appropriate action to approve a memorandum of understanding between Travis County and the Central Texas Afterschool Network for the use of office space.

Summary and Staff Recommendations:

The Central Texas Afterschool Network (CTAN) is a collaborative effort between private and non-profit organizations in Central Texas committed to supporting providers of after-school programs that serve school-age children and their families. CTAN's mission is to expand access to high quality after-school programs in Central Texas through advocacy efforts using marketing materials and social media and by providing training and resources. This MOU allows a CTAN AmeriCorps VISTA volunteer to use a cubicle, desk, chair, and phone line at 1600-B Smith Road. CTAN will provide a laptop computer and any other needed equipment.

The CTAN AmeriCorps VISTA volunteer will not be involved in any of the programs provided by the Travis County CAPITAL AmeriCorps Project and will not be supervised by Travis County or Texas A&M AgriLife Extension staff.

TCHHSVS staff recommends approving this MOU.

Budgetary and Fiscal Impact:

This MOU does not include funding. It outlines the responsibilities of each party as they relate to office space at 1600-B Smith Road.

Issues and Opportunities:

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. The CTAN AmeriCorps VISTA volunteer will work to expand these programs for Travis County residents.

Background:

CTAN helps increase public awareness about the need for high quality after-school and summer learning programs as well as encouraging their improvement through the development of quality standards.

Cc: Dolores Sandmann, Director, Texas A&M AgriLife Extension Service
Nicki Riley, CPA, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Pfaffenberger, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office

MEMORANDUM OF UNDERSTANDING
BETWEEN TRAVIS COUNTY AND
CENTRAL TEXAS AFTERSCHOOL NETWORK (CTAN)
FOR USE OF SPACE

This Memorandum of Understanding ("Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and Central Texas Afterschool Network ("CTAN"), a non-profit organization.

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes); and provision of that care constitutes a public purpose; and

County has the authority to make space available for use within County a County building when that space is not necessary for use by County;

County is the owner of space located at 1600 –B Smith Road, Austin, Texas ("Facility"); and

CTAN desires to make certain services available to eligible clients using the Facility, and County desires to allow CTAN to use space at the Facility to provide such services.

NOW, THEREFORE, County and CTAN, in consideration of the mutual promises herein expressed and the consideration provided for herein, agree to and with each other as follows:

1.0 DEFINITIONS

1.1 "Facility" means the County space located at 1600-B Smith Rd., Austin, Texas 78721. It is understood that all obligations and performance in this Agreement are made by County and subject to County requirements. No representative of the Facility has any authority to bind County or make any representations beyond those specified in this Agreement.

1.2 "Commissioners Court" means the Travis County Commissioners Court.

1.3 "County Executive" means Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service ("TCHHSVS"), or her successor or designated representative.

1.4 "Eligible Client" means an individual determined by County to have met applicable requirements necessary to participate in the program for which services are provided under this Agreement.

1.5 "Extension Agent" means the Travis County Extension Agent, Lydia R. Domaruk (Texas A&M AgriLife Extension Service), or her designee or representative

1.6 "Party" or "Parties" means Travis County and/or CTAN.

2.0 TERM OF AGREEMENT.

2.1 **Term.** This Agreement for use of space granted shall cover the time period beginning September 1, 2014, and continuing through August 31, 2015.

2.2 **Termination.** This Agreement may be terminated without cause by either Party by giving thirty (30) days written notice to the other Party of the intent to terminate. County may terminate

this Agreement for cause without limitation at any time with written notice to CTAN specifying the date of termination.

3.0 USE OF SPACE

3.1 **CTAN Use of Space.** In exchange for the benefits to be provided to County by the AmeriCorps VISTA (Volunteers in Service to America) volunteer ("Volunteer"), County hereby grants to CTAN personnel, as stated in this Agreement, the right to enter, use and occupy the Facility for the purposes stated in this Agreement and within the limitations set forth further in this Agreement.

3.2 **Limitation on Use.**

3.2.1 **Personnel.** Use by CTAN will be limited to the individual Volunteer designated in writing to County prior to the beginning of such use. CTAN agrees that any change in personnel will be provided to County in writing before any such change takes place. The Volunteer will be subject to approval by County, and County may request removal of such Volunteer at any time.

3.2.1 **Condition.** CTAN agrees to make no structural changes to any portion of the Facility and agrees to leave the Facility in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by County.

3.3 **CTAN's Personnel Protection.** CTAN acknowledges and agrees that CTAN shall be solely responsible at all times for the actions and the safety of the Volunteer utilizing the Facility under this Agreement, including, without limitation protecting County's property and the property of such Volunteer from loss or damage.

3.4 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract.

3.4.1 Attachment A Work Statement

4.0 GENERAL PROVISIONS.

4.1 **Amendment.** Any changes to this Agreement must be made in writing and signed by both Parties. CTAN acknowledges and agrees that no officer, agent, representative or employee of County has any authority, either express or implied, to modify or amend the terms of this Agreement unless expressly granted that specific authority by the Commissioners Court.

4.2 **Prohibitions.** There shall be no smoking in any County building at any time. CTAN agrees not to use any equipment or material that is intended to produce an open flame. CTAN shall not provide any tobacco products or alcoholic beverages at the Facility. CTAN shall not use the Facility for any purpose other than those set forth in this Agreement.

4.3 **Use and Repair.** CTAN shall repair or replace any damage to the Facility caused by CTAN to the satisfaction of County.

4.4 **Control of Travis County.** CTAN shall at all times obey the direction and commands of the Travis County Sheriff, the County Executive, Travis County Administrative Operations Department, and the County Executive, Travis County Health and Human Services & Veterans Service (or their designated representative) while on or in the vicinity of the Facility. Any disregard of the directions, restrictions, rules or regulations referenced in this Section 4.4 shall be grounds for immediate termination of this Agreement and revocation of the permission for use granted hereunder.

4.5 **Indemnification and Claims.** CTAN agrees to and shall indemnify, save and hold harmless, and defend County, its agents, officials and employees from any and all claims, negligence, causes of action, suits and liability of any kind, loss, damages, costs, including attorneys fees or expenses, of whatever type or nature for personal injury, death, or property damage, or any cause of action, arising in whole or in part out of any and all acts of commission or omission of CTAN, its agents or employees or CTAN Personnel, arising out of or in connection with this Agreement or CTAN's use of the Facility 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 CTAN or County. CTAN shall notify County immediately in the event that any claim or action is made or brought against CTAN or County regarding services provided under this Agreement. CTAN agrees that the indemnification set forth in this Section 4.5 covers all employees, volunteers, agents, representatives and individuals provided services for CTAN pursuant to the terms of this Agreement.

4.6 **Release.** In consideration of County allowing CTAN use of the space set forth in this MOU, CTAN agrees to release, waive, discharge and covenant not to sue County, its officers, agents, employees or servants for all personal injury, death or property damage that may occur while CTAN is utilizing the space assigned under this MOU. This release shall bind CTAN, its assigns, invitees, heirs and next of kin. This release: applies to any personal injury, death or property damage sustained by CTAN that was caused from either the negligence or intentional tort of Travis County, Texas or its officers, agents, employees or servants, whether so identified or not; applies to any premises or special defects arising from County property, real or personal, and also includes any injuries related to or caused by the operation of any motor driven vehicles; is as broad and inclusive as permitted by the laws of the State of Texas, and, if any portion of this MOU is held invalid, it is agreed that the balance shall continue in full legal force and effect; includes a release of County, its officers, agents, employees or servants from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when CTAN personnel may be treated for any purpose.

4.7 **Immunity.** It is expressly understood and agreed by the Parties that, in the execution of this Agreement, County does not waive nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

4.8 **Assignability.** CTAN may not assign any of the rights or duties created by this Agreement without the prior written approval of County.

4.9 **Law and Venue.** This Agreement is governed by the laws of the State of Texas, and all obligations under this Agreement shall be performable in the City of Austin, Texas, or Travis County, Texas. It is expressly understood that any lawsuit, litigation or dispute arising out of or relating to this Agreement shall take place in Travis County and the City of Austin.

4.10 **Entire Agreement.** All oral and written agreements between the Parties 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.

4.11 **Independent Contractor.** The Parties agree that CTAN is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. The relationship of County and CTAN under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency, but shall be an independent contractor relationship.

4.12 **Insurance.** Without in any way limiting the liability of CTAN or its obligations under this Agreement, CTAN agrees to maintain during the term of this Agreement Commercial General Liability Insurance with combined minimum bodily and property damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with County named as an additional insured. CTAN shall provide County with a copy from its carrier evidencing such insurance within 10 days of execution of this Agreement and prior to provision of any services under this Agreement.

4.13 **Rights and Remedies.** No act or omission by County may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. The failure of either Party to exercise any right or privilege shall not be construed as a waiver of that right or privilege. All rights of County are specifically reserved.

4.14 **CTAN Authority.** CTAN guarantees that CTAN possesses the legal authority to enter into this Agreement and to perform the services CTAN has obligated itself to perform under this Agreement. The person or persons signing this Agreement, or representing themselves as signing this Agreement guarantees that he/she has been duly authorized to sign this Agreement on behalf of those participating under the terms of this Agreement and to bind CTAN validly and legally to all terms, performances, and provisions in this Agreement.

4.15 **Compliance.** CTAN shall provide all services under this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable Federal, State and local orders, laws, regulations, rules, policies and certifications. CTAN shall not discriminate against any employee, applicant for employment or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition.

4.16 **Confidentiality.** CTAN shall establish a method to ensure the confidentiality of any records and other information relating to Eligible Clients in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards.

4.17 **Severability.** If any portion or portions of this Agreement are ruled invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

4.18 **Permits.** CTAN shall be solely responsible for the costs and securing of any and all permits, licenses and other certifications required for the provision of services provided under this Agreement.

5.0 NOTICE

5.1 **Method.** Except as otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement 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 5.0, or on the third day following mailing if placed in the U. S. Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

5.2 **County Address.** The address of County for all purposes under this Agreement is:

Sherri Fleming, County Executive
Travis County Health, Human Services and Veterans Services
P. O. Box 1748
Austin, Texas 78767

and

Lydia Domaruk
County Extension Agent – Urban Youth Development
4-H CAPITAL Project
Texas A&M AgriLife Extension Service
1600-B Smith Rd.
Austin, Texas 78721

and

Cyd Grimes, Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

and

David Escamilla, Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attention: Transactions Division

5.3 **CTAN Address.** The address of CTAN for all purposes under this Agreement is:

CTAN
P. O. Box 12611
Austin, Texas 78711-2611

6.0 EFFECTIVE DATE

6.1 This Agreement shall be effective September 1, 2014 when it is signed by both Parties and shall continue in full force and effect through August 31, 2015.

**CENTRAL TEXAS
AFTERSCHOOL NETWORK**

BY: 
Printed Name: Desirae Moman
Title: President
Authorized Representative
Date: 10/14/14

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe

Date: _____

ATTACHMENT A
WORK STATEMENT

COUNTY RESPONSIBILITIES

A. Building and Facilities Access

1. Facility will be open during regular County business hours and the Volunteer will work from the Facility during those hours as specified by County. The Facility will be operated and maintained by County in good working condition throughout the MOU agreement term.
2. County agrees to provide CTAN/Volunteer the use of one cubicle, designated by County, within the Facility as a workspace for the Volunteer without charge to CTAN. The space shall only be used for services and activities as set forth in this Agreement. The designated space may change throughout the MOU agreement term as determined to be necessary by County, but the Volunteer will continually have sufficient work space made available within the Facility to achieve the stated purposes set forth in this MOU.
3. County will provide a chair and desk, and other furniture as needed and as available, for use by the Volunteer. CTAN will provide Volunteer with a laptop and any other equipment needed.
4. County will provide access to a secured storage area for CTAN computer and other equipment as available and necessary. CTAN/Volunteer will be responsible for ensuring the storage of supplies and equipment in the secured space provided when not in use, and understands and agrees that County is not responsible or liable in any way for such supplies and equipment, and that County does not guarantee the safety or security of any such equipment or supplies.
5. CTAN understands that special events may render the designated spaces unavailable on certain days during the Agreement Term. County will promptly notify CTAN about days the space will not be available, and, when possible, provide other space. If other space is not available, services will not be provided on those days.
6. Holidays. The Facility will not be available for use on the following County holidays.
7. County will make available a phone line and access to Travis County guest wireless internet within the reasonable capability of the County as determined by County staff.
8. County will not provide the Volunteer with a key card as Volunteer will only work during normal County business hours.

CTAN RESPONSIBILITIES

- A. Purpose.** CTAN operates to facilitate creation of out of school time systems ("OJT") in Central Texas which will provide eligible young people with access to quality OJT programs to assist working families and provide educational and uplifting opportunities for youth in poverty and skills needed to succeed.
- B. Services.** CTAN recognizes the value of the space and assistance offered by County and agrees to provide services as follows:
1. CTAN will ensure that the Volunteer abides by the policies and procedures set forth by the County.

2. CTAN will ensure that CTAN personnel have the necessary qualifications to provide services and that all services are provided in a timely manner.

3. CTAN will assure that all spaces utilized by CTAN are returned to their original conditions at the conclusion of each day.

4. CTAN will assure that all equipment (tables and chairs) provided by County is returned in the original/satisfactory condition, as determined by County, at the conclusion of operations under this Agreement.

C. **Volunteer Activities.**

1. The Volunteer will assist in building a CTAN website to provide the following to Travis County residents:

- a. Schedule of upcoming free professional development trainings open to all who work with youth.
- b. Free online resources for out of school time professionals.
- c. Community events calendar.
- d. Collaboration and partnership opportunities.

2. The Volunteer will assist in planning Professional Development trainings by such things as scheduling speakers and hosting monthly events.

3. The Volunteer will work closely with the CTAN subcommittee on system-building to help design and implement a coordinated approach to out of school time. TCHHSVS will also be involved in this work. This coordinated approach to afterschool programs will:

- a. Increase the quality of youth programs provided in Travis County.
- b. Increase communications and efficiency in resource distribution.
- c. Increase out of school time opportunities for Travis County youth.

MUTUAL RESPONSIBILITIES

1. County and CTAN will work together to produce a final report on the achievement of the above goals and responsibilities within thirty (30) days of the end of the MOU agreement term. CTAN and County will mutually agree on the format and content of such report, which will include information that will allow the evaluation of the benefits provided under this MOU.

2. County and CTAN will coordinate efforts of the County and the Volunteer throughout the MOU agreement term to maximize the efforts of the Volunteer and the benefits to CTAN, County and the youth and families being served.

3. Each party will be responsible for its own administrative and other costs incurred in the performance of this MOU.



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number: Juanita Jackson – 854-4467

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider And Take Appropriate Action To Approve The Agreement For The Financial Support Plus 1 Program With The City of Austin, Austin Energy For FY15 Period

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo

STAFF RECOMMENDATIONS:

Staff recommends approval of this MOU

ISSUES AND OPPORTUNITIES:

See attached memo

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached memo

REQUIRED AUTHORIZATIONS:

- Mary Etta Gerhardt, Assistant County Attorney'
- Leroy Nellis, Acting County Executive, Planning and Budget Office
- Cyd Grimes, CPM, Travis County Purchasing Agent
- Nicki Riley, CAP, CMA, Travis County Auditor
- Kapp Schwebke, Financial Analyst, Travis County Auditor's Office
- Aerin Toussaint, Analyst, Planning and Budget Office
- Sherri Fleming, County Executive, HHS/VS
- Kirsten Siegfried, Division Director, FSS
- Jim Lehrman, Division Director, OSC

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 279-2197**

Date: October 16, 2014

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM:

Sherri E. Fleming
Sherri E. Fleming, County Executive

Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of 2014 – 15 City of Austin, Austin Energy Financial Support Plus 1 Program Agreement

Proposed Motion: Consider and take appropriate action to approve the agreement for the Financial Support Plus 1 Program with the City of Austin, Austin Energy for FY15 period.

Summary and Staff Recommendation: Staff requests the acceptance of this collaboration agreement for the Financial Support Plus 1 Program with City of Austin, Austin Energy. The amount for this agreement period is \$168,750. This is an increased amount of \$33,750 over the FY14 awarded allocation. The FY15 amount will be allocated quarterly. These program funds are used to respond to utility assistance requests from households having an income at or below 200% of the current Federal Poverty Income Guidelines and are unable to meet their household energy needs. The households must be customers of Austin Energy and Travis County residents.

Budgetary and Fiscal Impact: We utilize the allocated funds for direct service of utility assistance. Travis County will not receive or deposit these funds as they are internally allocated to our agency by Austin Energy each quarter in the contract period. No matching funds are required. The current contract period is 10/01/14 through 09/11/15.

Issues and Opportunities: The funding allocated by Austin Energy for this program is the largest local program funding received by the department for utility assistance.

Background: Travis County has participated in this program for a number of years. The department utilizes this program, as well as coordinating its efforts with other community resources, faith-based organizations and other local agencies providing services to Travis County residents.

Within the last full program year (FY14), we were able to assist 350 households within Travis County using this program funding. The operation of this program allows our department the ability to provide utility assistance to clients who are experiencing an energy-related hardship. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

cc: Leroy Nellis, Interim County Executive, Planning and Budget Office
Aerin Pfaffenberger, Budget Analyst II, Planning and Budget Office
Nicki Riley, C.P.A., Travis County Auditor
Kapp Schwebke, Financial Analyst IV, Auditors Office
Cyd Grimes, C.P.M., C.P.P.O., Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Kirsten Siegfried, Division Director, Family Support Services
Jim Lehrman, Division Director, Office of Children's Service



**City of Austin Financial Support Plus 1 Program
Collaboration Agreement**



Fund Allotment Agreement:

The purpose of this agreement is to make emergency assistance available to households having difficulty paying their utility bills, to offer education on economical use of utilities, and provide one-on-one support services.

Sponsored by: Travis County

Administration: Grant Administrator - Sherri E. Fleming

Coordinator - Kirsten Siegfried

Effective Date: October 1, 2014

Austin Energy will assign \$168,750 per fiscal year of Customer Assistance Program Financial Support Plus 1 Program (Plus 1) funds to Travis County ("agency" or "partner agency"). The funds will be assigned to Travis County at the start of each fiscal quarter. ***Austin Energy reserves the right to make changes as needed to allotment amounts or disbursement procedures with notice by mail, email, fax or phone to Travis County.***

The undersigned parties agree to the collaboration agreement terms as outlined in this document. This agreement may be terminated by Austin Energy or Travis County at any time and for any reason with notice by mail, fax, or email to the other party at least seven (7) days prior to the specified termination date.

Attachments:

The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by the parties in accordance with all terms of this agreement:

Attachment – Partnership Agency Responsibilities

Partner Agency Authorized Administrator:
Travis County

Austin Energy Process Manager:

BY Signature: _____
Travis County Judge

Signature: _____

Printed Name: Samuel T. Biscoe

Printed Name: _____

Date: _____

Date: _____

Financial Assistance Plus 1 Program Partner Agency Contact Information:

Grant Administrator: Tonda Owens / Lisa Glass

Phone Number: 512-854-4113 / 512-854-4594

Mailing Address: P. O. Box 1748; Austin, TX 78767

Voucher Approval (please provide two signatory that will be authorized to sign vouchers)

Printed Name: _____

Printed Name: _____

1st Signature: _____

2nd Signature: _____

Austin Energy Contact Information:

Customer Service Call Center
Phone Number (512) 494-9400
Mailing Address:
721 Barton Springs Road
Austin, TX 78704-1145

Ronnie Mendoza, Manager - Customer Services Management
Phone Number (512) 972-7725
Fax number (512) 505-4028
Email address: Ronnie.Mendoza@AustinEnergy.com



City of Austin Financial Support Plus 1 Program Collaboration Agreement



Guidelines and Procedures:

The purpose of the Customer Assistance Financial Support Plus 1 Program is to support customers who are having difficulty paying their utility bills and to assist in eliminating past due debt owed to the City of Austin for utilities. This support will assist customers in becoming self-sufficient and developing a healthy dialogue with the utility if future financial hardships should arise.

The Partner Agency agrees as follows:

- _____ 1. The agency will develop its own eligibility criteria, priorities, case work documentation, and tracking of disbursements. The agency's guidelines will fulfill the purpose of the Financial Support Plus 1 Program collaboration agreement.
- _____ 2. Agency staff will screen clients using their eligibility criteria. Plus 1 requests will be incorporated into these processes with minimal additional in-kind resource requirements as agreed to by partnering agency.
- _____ 3. Agency will not discriminate in providing Plus 1 funding to any client based on race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity or disability. Use of income eligibility criteria will not be considered discrimination under this section. Clients will be screened based on emergency need determined by partner and must be a City of Austin utility customer.
- _____ 4. A debt-resolution plan which may include one of the following options will be developed by the agency within the agency's policies and procedures:
 - a. Assist with the quoted amount to arrange a Payment Agreement (PA) between the customer and Austin Energy
 - b. Assist with reinstatement of PA
 - c. Match funds and Plus 1 disbursement to pay off the entire debt
- _____ 5. Agency staff will contact Austin Energy Contact Center at (512) 494-9400 and advise the representative the amount of pledge. Agency will get the name of the customer service representative for any follow up that is needed.
- _____ 6. The agency will fax or email legible vouchers to Austin Energy community assistance employees at **(512) 505-4028 or Plus1Partners@austinenergy.com**. Original vouchers will be mailed directly to Austin Energy at the end of each month.
- _____ 7. Agency will review Distribution List provided by Austin Energy for accuracy and contact community assistance employees within one week for any corrections or comments.
- _____ 8. Agency understands Plus 1 allotments are only applied to residential accounts.
- _____ 9. Agency understands that Plus 1 allotments will not be distributed after **Friday, September 11, 2015**.
- _____ 10. Agency understands Plus 1 disbursements cannot pay deposits.
- _____ 11. Austin Energy will not provide Plus 1 allotments to customers who are charged with meter tampering fees within the past 12 months.
- _____ 12. Pledge limits are determined on a yearly basis. Austin Energy reserves the right to change pledge limits yearly depending on budget. As well as reduced pledge amounts as to not provide a credit to customer's account.
- _____ 13. Agency will have a release of information form provided by Austin Energy signed by each client requesting Plus 1 allotment if necessary.
- _____ 14. Agency will notify Austin Energy of any special situation that warrants our attention.
- _____ 15. Agency understands that if they want to assist their own employees with Plus 1 disbursements they must refer those customers to one of Austin Energy's other partnering agencies. Plus 1 allotment will not be utilized to support staff from the partner agency where the employee is employed.
- _____ 16. Agency understands that clients requesting Plus 1 allotments can only be assisted once every 12 months per agency. (Example: Jane Doe requests and is awarded in October 2013 she cannot request again until October 2014 at the earliest).
- _____ 17. Agency understands that monthly business ends at the end of the month and must be posted to that month. If information is not received in a timely manner it will be delayed by at least one week.
- _____ 18. Agency will have representative at each quarterly Plus 1 meeting and at the annual Affordable Energy Policy Summit.
- _____ 19. Agency agrees to a year-end site visit by community assistance employees at which agency will provide the following:
 - a. Completed Site Visit Evaluation Form
 - b. Proof of expenditure tracking
 - c. Two client files for review
 - d. If requested, agency will make staff/volunteers available for questions



City of Austin Financial Support Plus 1 Program Collaboration Agreement



- _____ 20. Meeting renewal requirements does not guarantee a current partner to continue participating in the Plus 1 collaboration. Austin Energy reserves the right to make changes as needed within the program.
- _____ 21. Agency will be required to submit yearly application to be considered for renewal collaboration. Agency understands that renewal contracts for the upcoming year will only be provided to agencies that score a minimum of 80 points on the application.
- _____ 22. In order to be considered an agency in good standing, agencies must have successfully utilized 90% of their funding allowance within the fiscal year.
- _____ 23. Agency understands 80% of funds must be expensed by **August 21, 2015**, to prevent a reduction in funds.
- _____ 24. Agency understands that Austin Energy has the right to move unused allotments around from one community partner to another if deemed necessary to meet program goals and objectives after **August 21, 2015**. Notice will be provided by mail, email, fax or phone.



Travis County Commissioners Court Agenda Request

Meeting Date: 10/28/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 512-854-6039

Elected/Appointed Official/Dept. Head: Jessica Rio, Budget Director, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Annual application to the Federal Emergency Management Agency, Emergency Food & Shelter Local Board Program for the Phase 32 Emergency Food and Shelter Program in the Health and Human Services and Veterans Service Department;
- B. Annual application to the Texas Indigent Defense Commission for the Indigent Defense Formula Grant Program in the Criminal Courts;
- C. Annual contract with the Office of the Governor, Criminal Justice Division for the Drug Diversion Court Program in the Pretrial Services Department;
- D. Annual contract with the U.S. Department of Justice, Bureau of Justice Assistance to be reimbursed for expenses incurred from July 1, 2012 to June 30, 2013 under the Immigration and Naturalization Act of 1994 in the Travis County Sheriff's Office;
- E. Contract amendment with the Texas Department of Housing and Community Affairs to transfer FY 2014 funds between two categories in the Weatherization Assistance Program Grant in the Health and Human Services and Veterans Service Department;
- F. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office; and
- G. New contract with the Texas Department of Agriculture to receive funds for the administration of direct certification for the National School Lunch and Breakfast Program in the Juvenile Probation Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A-D and F are annual grant applications/contracts to continue existing programs.

Item E is a contract amendment to shift the budget between two expenditure categories within an existing grant. The grantor approves of this adjustment.

Item G is an award to cover routine mileage costs of the National School Lunch and Breakfast Program in Juvenile Probation.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item F is the only grant item that requires a County match. The County is required to provide matching funds that equal 35% of the total project. This match is met through a portion of the salary of an existing employee in the County Attorney's Office as well as in-kind contributions from the work of interns. No additional resources are needed to meet the grant's matching requirements.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
David Salazar

TRAVIS COUNTY

10/28/2014

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE

FY 2015

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

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
Applications											
A	158 Emergency Food and Shelter Program Phase 32	07/01/14 - 05/31/15	\$25,000	\$0	\$0	\$0	\$25,000	0.00	R	S	4
B	124 Formula Grant - Indigent Defense Program	10/01/14 - 09/30/15	\$888,548	\$0	\$0	\$0	\$888,548	0.00	R	MC	11
Contracts											
C	142 Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	1.00	R	MC	23
D	137 State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	\$344,003	\$0	\$0	\$0	\$344,003	0.00	R	MC	34
E	158 Low-Income Home Energy Assistance Act Weatherization Assistance Program (LHEAP)*	01/01/14 - 12/31/14	\$810,134	\$0	\$0	\$0	\$810,134	0.00	R	EC	57
F	119 Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	R	MC	66
G	145 Texas Department of Agriculture - Direct Certification Award	11/01/14 - 10/31/15	\$274	\$0	\$0	\$0	\$274	0.00	R	S	81

*Amended from original.

PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed

County Auditor's Complexity Assessment Measuring Impact to their Office's Resources/Workload

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

**FY 2015 Grant Summary Report
Grant Contracts Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2014.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	\$81,868	\$0	\$0	\$0	\$81,868	1.00	10/14/2014
145	Travis County Juvenile Treatment Drug Court - SAMHSA/CSAT*	09/30/13 - 09/29/15	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/14/2014
145	Travis County Juvenile Treatment Drug Court - OJJDP*	10/01/10 - 01/31/15	\$424,979	\$0	\$141,667	\$0	\$566,646	2.50	10/14/2014
158	Retired and Senior Volunteer Program (DADS)	09/01/14 - 08/31/15	\$14,282	\$0	\$0	\$0	\$14,282	0.00	10/21/2014
			\$748,799	\$0	\$141,667	\$0	\$890,466	3.50	

*Amended from original agreement.

FY 2015 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC				Filled FTEs	PTC Expiration Date	Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
158	Comprehensive Energy Assistance Program**	01/01/14 - 12/31/14	\$63,805	\$500,000	\$563,805	7.00	3/31/2014	12/10/2013	No	
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	\$0	\$200,000	\$200,000	0.00	6/30/2014	4/8/2014	No	
158	AmeriCorps	08/01/14 - 07/31/15	\$76,112	\$0	\$76,112	4.00	9/30/2014	6/24/2014	No	
142	Drug Diversion Court	09/01/14 - 08/31/15	\$5,279	\$0	\$5,279	1.00	10/31/2014	7/29/2014	No	
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$8,930	\$0	\$8,930	0.50	11/30/2014	8/12/2014	No	
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	\$15,123	\$0	\$15,123	0.50	11/30/2014	8/12/2014	No	
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$15,475	\$0	\$15,475	1.00	11/30/2014	8/12/2014	No	
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	\$17,373	\$0	\$17,373	1.00	11/30/2014	8/12/2014	No	
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$13,160	\$0	\$13,160	1.00	10/31/2014	8/26/2014	No	
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$16,263	\$0	\$16,263	1.00	12/1/2014	9/9/2014	No	
Totals			\$1,064,737	\$707,300	\$1,772,037	148.17				

**This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.



TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / Family Support Services	
Contact Person/Title:	Lisa Glass / Financial Analyst Lead	
Phone Number:	512-854-4594	

Grant Title:	Emergency Food and Shelter Program Phase 32		
Grant Period:	From: <input style="width: 100px;" type="text" value="Jul 1, 2014"/>	To:	<input style="width: 100px;" type="text" value="May 31, 2015"/>
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	EFSP Program's National Board		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
Originating Grantor:	Department of Homeland Security / Federal Emergency Management Agency		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 25,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25,000.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 25,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25,000.00
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	# of Households receiving Utility Assistance	21,642	21,881	18,000	18,000
2.					
3.					
+ - Measures for the Grant					
1.	# of Households receiving Utility Assistance from the Emergency Food and Shelter Program	332	128	183	198
	Outcome Impact Description	Assist households who are experiencing an economic emergency. The department assists these households by paying the highest one month amount still owed of each of the household's utility (electricity, gas or propane) bills.			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

Health and Human Services and Veterans Service is requesting Commissioners Court approval to apply for a grant from the Emergency Food and Shelter Program in the Department of Homeland Security. The \$25,000 grant will provide utility assistance for eligible Travis County residents (at or below 200% of Federal Poverty Guidelines) This is a continuation grant, and there is no grant match required.

PBO recommends approval of this application request.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

As an existing program, these funds will continue to be used to provide emergency utility assistance to qualified Travis County residents. These grant funds are sometimes used in conjunction with other utility assistance programs available providing a higher level of assistance to further the client's energy self-sufficiency.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

Existing staff will perform eligibility determination and vendor payment processes. No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No County match is required.

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

The funding source has directed for the funds requested to be used for direct client assistance.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Department's Family Support Services Division staff will continue to provide client interviews for eligibility determination of this program and the other programs available through the department. This program funding assists in meeting the needs of the clients who are experiencing an economic crisis and need assistance meeting their household utility obligations.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

502 E. Highland Mall Blvd
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 279-2197

Date: October 9, 2014

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM: 
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of 2014 Emergency Food and Shelter Program Phase 32 Application

Proposed Motion: Consider and take appropriate action to approve the 2014 grant application for funding of the Emergency Food and Shelter Program Phase 32.

Summary and Staff Recommendation: Staff requests the acceptance and authorization to apply for \$25,000 in funding for the Phase 32 grant period. This requested amount is the same amount awarded in the previous grant period. The funds awarded for this grant are used to provide emergency utility assistance for Travis County's low-income households who have an income at or below 200% of the current Federal Poverty Income Guidelines.

Budgetary and Fiscal Impact: The awarded funds will be budgeted in the utility assistance GL established for this grant fund. No matching funds are required. We expect a decision to be made concerning our application in the next few months. The current contract period was 07-01-13 through 05-31-14.

Issues and Opportunities: The department has participated in this program for a number of years. Within the most recent program period, the department assisted 183 households with their utility bills.

Other agencies receiving funds for this program use their funding to provide food, shelter and rental assistance for clients. Through coordinating efforts with these agencies with regard to their use of funding as well as ours, duplication of services is prevented and assistance is given in a more efficient and effective manner.

We will use all of the Emergency Food and Shelter Program funds for direct assistance to clients. These funds are used to supplement the Federal, State, and local grant funds to enable the department to extend utility assistance to indigent individuals and families who seek aid from the department.

cc: Leroy Nellis, Interim County Executive, Planning and Budget Office
Aerin Pfaffenberger, Budget Analyst II, Planning and Budget Office
Nicki Riley, C.P.A., Travis County Auditor
Cynthia Sayles, Financial Analyst III, Travis County Auditor
Cyd Grimes, C.P.M., C.P.P.O, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Kirsten Siegfried, Social Services Director, Family Support Services
Jim Lehrman, Social Services Director, Office of Children's Service

**EMERGENCY FOOD AND SHELTER PROGRAM
PHASE 32
AUSTIN/TRAVIS & WILLIAMSON COUNTIES**

APPLICATION

Organization's Legal Name	Travis County through Travis County Health and Human Services & Veterans Service		
Organization DBA (if applicable)	N/A		
Is the organization a non-profit or unit of government	Unit of Local government		
Physical Address:	502 E. Highland Mall Blvd.; Austin, TX 78751		
Mailing Address (if different from physical address):	P. O. Box 1748; Austin, TX 78767		
Organization Federal Employment Identification Number (FEIN)	74-6000192		
Organization DUNS number	030908842		
Congressional District where agency is physically located	10, 17, 21, 25, and 35		
Congressional district(s) where EFSP funded services will be provided	10, 17, 21, 25, and 35		
Is organization debarred or suspended from receiving funds or doing business with the Federal government?	No		
Contact Person for Application Questions:	Kirsten Siegfried		
Phone:	512-854-4102	Fax:	512-279-2197
Email:	kirsten.siegfried@traviscountytexas.gov		
Contact Person for EFSP if Funded:	Kirsten Siegfried		
Phone:	512-854-4102	Fax:	512-279-2197
Email:	kirsten.siegfried@traviscountytexas.gov		
Agency Website	www.traviscountytexas.gov		
Organization's Total Operating Budget:	\$1,732,264.		
EFSP Program Budget:	\$ 25,000.		

Please choose actual costs or per diem (and if the latter, also the dollar amount), and enter your choice in the table below.

Category	Funds Requested (dollar amount)	Desired Expense Documentation Method (per meal or shelter day or direct costs)
A) Served Meals		
B) Other Food		N/A
C) Mass Shelter		
D) Other Shelter		N/A
E) Rent/Mortgage Assistance		N/A
F) Utilities Assistance	\$ 25,000.	N/A
H) Total Funding Amount	\$ 25,000.	N/A

I certify that the governing body of this organization has knowledge of and approved this grant application:

BY:	
Signature, Chief Executive Officer	Date
Samuel T. Biscoe, Travis County Judge	
Printed Name	



TRAVIS COUNTY
FY 2015 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Court Management Director	
Phone Number:	512-854-9432	
Grant Title:	Formula Grant - Indigent Defense Program	
Grant Period:	From: <input style="width: 150px;" type="text" value="Oct 1, 2014"/>	To: <input style="width: 150px;" type="text" value="Sep 30, 2015"/>
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/> Local: <input type="checkbox"/>
Grantor:	Texas Indigent Defense Commission	
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Originating Grantor:		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 888,548.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 888,548.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 888,548.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 888,548.00
FTEs:	0.00	0.00	0.00	0.00	0.00

Program Income (\$/Des):

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

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

Performance Measures					
#	Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure	Projected FY 16 Measure
Applicable Departmental Measures					
1.	100% of denfedants meeting indigence criteria will receive court appointed counsel and services	100%	100%	100%	100%
2.					
3.					
Measures for the Grant					
1.	Indigent defendants will receive quality representation from defense attorneys who have met the guidelines and standards set forth in the Fair Defense Plan	100%	100%	100%	100%
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

This is an application for the annual state supplement to the County's budget for the provision of indigent defense in compliance with the Texas Fair Defense Act. PBO recommends approval.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

In 2001, the 77th Legislature passed Senate Bill 7 (Texas Fair Defense Act), which mandated changes in how Texas counties provide, pay and monitor legal services for indigent defendants accused of criminal acts. The Act further mandated that attorneys be paid reasonable fees for performing services based upon the time and labor required, the complexity of the case, and the experience of the counsel. The Travis County Courts, in compliance with the Act, adopted new fee schedules effective January 1, 2002. Guidelines and procedures related to indigent defense were also adopted. As a result of the new procedures and fee schedules, expenses for providing indigent defense have increased annually. It should be noted that the grant amount for FY15 has not yet been determined by the Texas Indigent Defense Commission. However, the expectation is that the FY15 will be consistent with the amount awarded last year. Therefore, for the purpose of completing the budget section of this document, the FY14 funded award amount was used. Please note, this estimated amount does not include the funds that were part of a one-time distribution of excess funds (\$605,828). The exact amount for FY14 funding will be updated when the award letter is received.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

This is a mandated expense that the County is required to fund long term.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

A County match is not required.

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

Not applicable.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No, the program will not end if the grant is not awarded because providing indigent defense services is a legally mandated function.

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

This is an existing program.

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

This funding will enable the County to provide indigent defense services to defendants who meet the criteria for indigence. The only performance measures that have been utilized for indigent defense are (1) the amount of expenses incurred each year and (2) 100% of those defendants who meet indigence criteria will receive a court appointed attorney and services.



TEXAS INDIGENT DEFENSE COMMISSION
209 West 14th Street, Suite 202 Price Daniel, Sr. Building, Phone: 512-936-6994,
Austin, Texas 78701, Fax: 512-463-5724
www.tidc.texas.gov

FY2015 Formula Grant Program
Request for Applications (RFA)
September 3, 2014

Total Grant Amount Budgeted for Statewide Use Available:

FY15- \$20,000,000

Type of Grant

Formula - The Commission distributes funds to counties through the following formula:

Every county is eligible to receive a grant of \$5000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements contained in Section E of the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
- The County shall not receive more in funds than what was actually spent by the county in the prior year.

Eligibility:

Only Texas counties may apply. See further eligibility below.

Grant Applications Due:

All applications must be submitted on-line. Applications must be completed and submitted by **November 21, 2014**. See submission requirements below for waiver requests and other deadlines.

Method of Application:

On-line submission can be accessed at <http://tidc.tamu.edu>. All county judges have been assigned a unique user name and password. See contact information below for access to the system.

Time Period for Funding:

October 1, 2014 through September 30, 2015

Commissioners Court Resolution Required:

This application is submitted on-line but requires a commissioners' court resolution be adopted and scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

Payments:

Funds will be distributed in four (4) equal quarterly disbursements.

Steps in Submitting a Grant Application

- 1) Log onto <http://tidc.tamu.edu> (Follow on-line page instructions).
- 2) Verify that the online screen shows the correct grant officials and judicial officials.
- 3) Please use the Resolution printed from the website. Scan the resolution after adopted by commissioners' court and then upload it in the application page of the website on or before DUE DATE November 21, 2014. Alternatively, you may email the resolution to the Megan McIntire (MMcIntire@ppri.tamu.edu) or fax it to 888-351-3485.
- 4) Judges must submit local Indigent Defense Plans on or before November 1, 2013. Payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.
- 5) Contact Bryan Wilson, Grants Administrator, Bwilson@tidc.texas.gov or 512-936-6996 for questions

Authorization to Fund, Applicable Authority and Rules

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

- (a) The commission shall:
- (1) provide technical support to:
 - (A) assist counties in improving their indigent defense systems; and
 - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
 - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
 - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
 - (A) withdrawing grant funds; or
 - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Uniform Grant Management Standards (UGMS)

Formula Grant Program

A. Introduction

Formula Grants are provided to Texas Counties by the Texas Indigent Defense Commission (Commission) to help meet the Commission's statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Formula grants provide money to counties for increased indigent defense costs based on a formula set by the Commission. Qualifying counties are eligible for funds determined by the formula only to the extent their spending exceeds the amounts in their baseline year (see Section E). Counties must meet minimum spending requirements to receive credit for spending the funds.

The grant period for this application is October 1, 2014 through September 30, 2015. Expenses must be incurred and/or obligated during this time.

B. Eligibility

Only counties are eligible to apply for funds.

C. Notification of Availability

This FY15 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is mailed to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer). The notice informs other county stakeholders to seek a copy of the grant RFA from the constitutional county judge or to go to the Commission website www.tidc.texas.gov to download a copy. The Commission staff uses the contact information reported by counties in our web based system. Please make sure that all contact information is accurate. Counties are required to maintain correct contact information on the Commission 'grants and reporting' website (<http://tidc.tamu.edu>). The notice of grant availability is also published in the Texas Register.

D. Application

The Commission is committed to reducing paperwork burdens for Texas counties. Therefore, the grant application process will be electronic.

The application steps are:

- 1) All applications must be submitted online using the User ID and Password. Contact the Commission Grant Administrator for instructions to obtain a waiver to the on-line application.
If a person other than the recipient of this letter needs to obtain a user name and password for the online application system, contact The Texas A&M University Public Policy Research Institute (PPRI) – [PPRI manages the collection, storage and retrieval of data for the Commission]. County officials contact PPRI through e-mail, (MMcIntire@ppri.tamu.edu), phone (979) 845-1041, fax (888-351-3485) or by regular mail:
Megan McIntire, PPRI
TAMU, Mailstop 4476
College Station, Texas 77843-4476,
PPRI will not provide user names and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.
- 2) Apply on-line
 - a. Go to the PPRI Commission website at <https://tidc.tamu.edu>
 - b. Sign in and enter the User ID and Password or contact PPRI
 - c. Select “FY2015” and your county in the upper left
 - d. Select “Apply for Formula Grant”
 - e. Review the eligibility requirements – Each year the Commission adopts specific measures as eligibility requirements for the Formula Grant funds. These measures are intended to encourage each county’s compliance with statutory requirements or policy and standards adopted by the Commission. The grant application screen will reveal the compliance checklist maintained by the Commission’s special counsel. Counties that have blank check boxes in any category will not be able to receive funds until they meet all grant program eligibility requirements. **Complete the on-line application then contact the Commission for instructions to resolve plan compliance issues.**
 - f. Verify that the County’s officials and contact information are correct – The authorized official reviews the data the Commission has stored for the county’s courts and grant positions. (**Note:** Please remember to update the county contact information during the grant year as changes in officials or contact information occurs.)
 - g. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301. Make changes as needed.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.Use the “**Change**” Button – When the person listed is no longer authorized to perform the duties with the Commission previously authorized by the county. It is also used to change contact information for any grant official. This situation usually arises when county officials turnover as a result of elections, retirements, or some other removal from office.
 - h. Select the “**Submit**” button. The page will become a confirmation page at that point.
 - i. Select the Resolution link in the confirmation page to create your county’s completed resolution.
 - j. Print or download resolution – The system will allow the user to download a resolution in an MS Word document or provide an opportunity to print the document.
 - k. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner’s court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
- 3) Please scan the resolution adopted by commissioners’ court and then upload it in the application page of the website **on or before DUE DATE November 21, 2014**. Alternatively, you may email the resolution to the Megan McIntire (MMcIntire@ppri.tamu.edu) or fax it to 888-351-3485.

E. Baseline

The baseline is the amount counties must spend in indigent defense before they qualify as having spent the grant. Counties that have received or applied for grants in previous years have already established a baseline with the Commission. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county’s FY01 indigent defense expenditures. Attorney

fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

F. Review

Prior to the Commission meeting set to award the Formula Grants, the Grant Administrator will review the application for completeness and notify counties via e-mail, fax, or mail whether any additions or corrections need to be made.

G. Denial of Grant

Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

H. Use of Funds

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: **Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.**

The Indigent Defense Commission website maintains links to electronic copies of these documents. Grant applicants/recipients may contact the Commission staff in writing for paper copies if no electronic means are available to secure the documents.

I. Statement of Grant Award

Statements of Grant Awards will be prepared exactly as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.

J. Special Conditions

The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.

K. Required Reports

All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. In accordance with TAC §173.109 the reporting will be through the internet.

The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans must be submitted by November 1st of each odd numbered year in the form and manner prescribed by the Commission.

L. Payments

Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have a special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

M. Maintain Official Contact Information

All counties must maintain the grant and plan officials contact information on counties' home page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

N. Compliance with Monitoring Reports

A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.

O. Countywide Plan Requirements

The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans must be submitted by November 1, 2013.

P. OCA Reporting

The applicants' county and district clerks must be in compliance with monthly court activity reporting requirements promulgated by the Texas Judicial Council as of August 31, 2014—reports for September 2013 through August 2014 are due not later than September 2014. The reports must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

Q. Indigent Defense Expenditure Reporting

Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2014 may have payments temporarily suspended by Commission staff until the Report is submitted and reconciled by staff.

R. Impact of Multi-year Discretionary Grant

Counties that receive multi-year discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Formula Grant payments will be made as scheduled. The county will submit its annual Indigent Defense Expenditure Report on or before November 1 of each year. If the impact of the Multi-year funded program results in overall reduction of the county's indigent defense expenses below the baseline amount, then all or a portion of the formula grant may need to be returned to the Commission as directed by the Commission.

S. Impact of Multi-year Discretionary Regional or Sustainability Grants

Counties that receive multi-year regional or sustainability discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Formula Grant payments will be made as scheduled. Such counties may use their formula grant payments to maintain the discretionary grant program. The county will submit its annual Indigent Defense Expenditure Report on or before November 1 of each year.

FY2015 Travis County Formula Grant Program Application

Steps in Application Process

- Review your eligibility status in the box below. Each year the Commission adopts specific Indigent Defense Plan elements as eligibility requirements for the formula grant funds. These elements encourage each county's compliance with statutory requirements or policy and standards adopted by the Commission. **Regardless of the County's eligibility status, complete the on-line Formula Grant application. Contact the Texas Indigent Defense Commission for instructions to meet grant eligibility requirements.**

Indigent Defense Plan Review Summary		
As of 10/9/2014		
District Plan	County Plan	Juvenile Board Plan
Approved	Approved	Complete
The plans have been submitted and approved by the appropriate court officials. Review by the commission is pending.		

- Verify the county information below and update if necessary.
- Submit a Resolution approved by Travis County's Commissioner Court and signed by the authorized official. A link will be available on the confirmation page to print out the Resolution. When a grant application is submitted via the Internet, the Commission will not consider it complete until the applicant provides a Resolution that is signed by the applicant's authorized official and that meets all deadlines for applications. The County Commissioners' Court must adopt the resolution provided through the application process that authorizes the grant request and takes responsibility for the appropriate expenditure of the funds. This form also certifies that the information submitted via the Internet is true and correct and that, if a grant is awarded, the county will abide by all relevant rules, policies, and procedures. **Please scan and upload the resolution adopted by commissioners' court on or before November 21, 2014 by using the link on the application page of this website. Alternatively, you may email the resolution to Megan McIntire at mmcintire@ppri.tamu.edu or fax it to Megan at (979) 845-0249.**
- Meet grant award conditions such as Indigent Defense Plans and Expenditure Reports required throughout the year.

This form is completed using the information currently available to the Commission. Please review and make any corrections necessary.

County **Travis**
 Fiscal Year **2015**
 Projected Allocation **To Be Determined**
 County's FY01 Baseline **\$4,682,371.00**
 State Payee Identification number **17460001922021**
 Division or unit within the county to administer the grant **Criminal Courts**

Official County Mailing Address

Address (line 1) **PO Box 1748**
 Address (line 2 if needed) _____
 City **Austin**
 State **TX**
 ZIP **78767**

Agency designated by the Governor's Office under the Single Audit Act, if applicable

17

Officials Designated at the County Level

The County Judge and Financial Officer positions must be designated according to rule. The County Judge is the elected Constitutional County Judge for the county. The Financial Officer must be the County Auditor, or in the case of counties which do not have a county auditor, the County Treasurer. The Local Administrative District Judge, Local Administrative Statutory County Court Judge, and the Chairman of the Juvenile Board are also listed. If the county does not have any statutory county courts, the Constitutional County Judge should be listed in the Local Administrative Statutory County Court Judge position as the representative of the county courts. If the information for these five positions is out-of-date, click on Cancel, update these positions from the county home page, and then re-enter this application.

- The County Judge is **Samuel T. Biscoe**.
- The Financial Officer is the County Auditor, **Nickl Riley**.
- The Local Administrative District Judge is **Lora Livingston**.
- The Local Administrative Statutory County Court Judge is **Ellisabeth Earle**.
- The Chairman of the Juvenile Board is **Rhonda Hurley**.

Grant Officials

The Authorized Official must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official. The financial officer may not serve as the authorized official. *Texas Government Code §173.301(a)*

<p>Samuel T. Biscoe P.O. Box 1748 Austin, TX 78767-1748</p>	<p>Authorized Official phone: 512-854-9555☎ Fax: 512-854-9535☎ email: sam.biscoe@co.travis.tx.us</p>	<div style="border: 2px solid black; padding: 2px 10px; display: inline-block;">Change</div>
---	---	---

Resolution: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Please note that this link will be available on the confirmation page and will contain the updated information from the submission. It is recommended that you use that version, but this is available for preview. Word Version

Upload signed 2015 Travis Resolution to server (PDF format only)

Administrative Users Only

- Date Received
- Date that Application is certified complete. Application is complete and Resolution has been received. (Leave blank if incomplete.)
- Date that Formula Grant Award Letter is faxed
- Date that signed Formula Grant Award Acceptance Letter is received.
- Date that Resolution and SGA Signatures are Confirmed to match (Leave blank if incomplete.)
- Grant Number
- Grant Award Amount
- Initial Previous Year Award Balance (This would generally be equal to the initial refund amount for the 2014 grant.)
- Current Previous Year Award Balance (This should reflect the current balance as last year's refunds are collected.)
- First Quarter Payment
- Second Quarter Payment
- Third Quarter Payment
- Fourth Quarter Payment (announcement sent)
- Direct Disbursement
- Refund (This should be the refund amount of 2015 grant funds.)

20

Mid-Year Expenditure Report Required
Formula Grant Award Declined
Notes:

┌
└

Save

Submit

Reset

Cancel

21

**2015 Travis County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Travis County Commissioners Court has agreed that in the event of loss or misuse of the funds, Travis County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2014.

**Samuel T. Biscoe
County Judge**

Attest:

County Clerk

W



TRAVIS COUNTY
FY 2015 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Pretrial Services-Drug Court	
Contact Person/Title:	Sharon Caldwell-Hernandez/Program Administrator	
Phone Number:	844-4898	
Grant Title:	Drug Diversion Court	
Grant Period:	From: <input style="width: 100px;" type="text"/> Sep 1, 2014	To: <input style="width: 100px;" type="text"/> Aug 31, 2015
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/> Local: <input type="checkbox"/>
Grantor:	Office of the Governor	
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Originating Grantor:	<input style="width: 100%; height: 20px;" type="text"/>	

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 64,996.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 64,996.00
Operating:	\$ 64,990.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 64,990.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 2,599.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,599.72
Totals:	\$ 132,585.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 132,585.72
FTEs:	1.00	0.00	0.00	0.00	1.00

Program Income (\$/Des): \$ 0.00

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

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

23

Performance Measures					
#	Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure	Projected FY 16 Measure
Applicable Departmental Measures					
1.	# of people assessed for eligibility to participate in the program.	232	250	250	250
2.	# of new enrollments in the program.	83	84	84	84
3.	# of participants that have graduated from the program.	138	83	32	32
4.	# of participants employed or enrolled school at time of drug court graduation (part time or full time)	_____	79	29	29
5.	# of participants that earn a GED, high school diploma or vocational training credential while in the program.	_____	3	3	3
6.	# of participants in the program. ("Participants" should include the # in the program at the beginning of the reporting period plus the # of enrollments - example: total number served.	_____	203	150	150
Measures for the Grant					
1.	Provide intensive case management for African American participants.	35	35	35	25
Outcome Impact Description		On a monthly basis, at least 35 African American participants will received treatment and counseling services while prosecution is deferred for their drug charge.			
2.	Provide intensive case management for dually diagnosed participants.	20	20	20	20
Outcome Impact Description		On a monthly basis, at least 20 dually diagnosed participants will received treatment and counseling services while prosecution is deferred for their drug charge.			
3.					
Outcome Impact Description					

PBO Recommendation:

PBO recommends approval of this continuation grant for the Pretrial Services Drug Diversion Court.

24

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.01 Health and Safety Code. This grant is available to jurisdictions to improve the delivery of services or to enhance the existing Drug Diversion Court Program with additional services that will allow the Travis County Drug Diversion Court to more fully meet the goals of the Drug Diversion Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Diversion Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The County is not obligated to maintain the expenditure level requested in the grant.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

A County match is not required.

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

Yes, the grant allows 2% indirect cost reimbursement.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No, the Drug Diversion Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Diversion Court program is not a new program. We are seeking to enhance services for two specific target populations.

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

In an effort to improve service delivery to participants of the program in accordance with Evidenced Based Practices; this ongoing grant will allow the Drug Diversion Court program to continue to serve two specific populations in need of drug treatment services. A specialized population of up to 35 African American offenders will continue to receive intensive case management, referral and monitoring of in-house treatment coordination services through a grant funded Chemical Dependency Counselor. Additionally, the grant will provide funding for a contracted Case Manager, which will provide case management and monitoring of in-house treatment to 20 co-occurring disorder offenders.

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	1604314	Award Amount:	\$132,585.72
Date Awarded:	September 15, 2014	Grantee Cash Match:	\$0.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund	Grantee In Kind Match:	\$0.00
CFDA:	None	Total Project Cost:	\$132,585.72
Grantee Name:	Travis County		
Project Title:	Drug Diversion Court		
Grant Period:	09/01/2014 - 08/31/2015		
Liquidation Date:	11/29/2015		
Grant Manager:	zzJami zzKrueger		

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. Grantee is required to report the SID number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute at Texas A & M University.	10/7/2014			

26



STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

To: CJD Grant Recipient
From: Angie Martin, Deputy Director
Contact: (512) 463-1919
Reference: Grantee Responsibilities

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources refer to the Grant Resources section of cGrants available online at <https://cGrants.Governor.state.tx.us>.

Financial Reporting – Financial Status Reports must be submitted to CJD via cGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to

seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any

time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. The Grantee further understands that funds may be withheld, or other related requirements may be imposed if outstanding audit issues from OMB Circular No. A 133 audits are not satisfactorily and promptly addressed. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Grantees expending over \$750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. The Grantee further understands that funds may be withheld, or other related requirements may be imposed if outstanding audit issues from 2 CFR, Part 200, Subpart F – Audit Requirements audits are not satisfactorily and promptly addressed. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://eGrants.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. In addition, if an employee works more than 16 hours of regular time plus overtime in any single work day, CJD will not reimburse the grantee agency for the employee's overtime hours that exceed the 16 hours. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay,

on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

Nondiscrimination in Programs Involving Students – Grant funds may not be used to discriminate against or denigrate the religious or more beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Computer Network Requirements – Federal grant funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; however, nothing in this requirement limits the use of funds necessary for any federal, state, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

Prior Approval Requirement – Federal grant funds may not be used, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.



TRAVIS COUNTY
FY 2015 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Sheriff's Office	
Contact Person/Title:	Meg Seville 1777	
Phone Number:	512-854-9804	

Grant Title:	State Criminal Alien Assistance Program - SCAAP 14		
Grant Period:	From: <input style="width: 100px;" type="text" value="07/01/2012"/>	To: <input style="width: 100px;" type="text" value="06/30/2013"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	US Department of Justice - Bureau of Justice Assistance		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 344,003.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 344,003.00
Operating:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 344,003.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 344,003.00
FTEs:	0.00	0.00	0.00	0.00	0.00

Program Income (\$/Des):	\$ 0.00
---------------------------------	---------

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

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

34

Performance Measures					
#	Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure	Projected FY 16 Measure
+ - Applicable Departmental Measures					
1.					
2.					
3.					
+ - Measures for the Grant					
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Sheriff's Office has requested approval to accept the annual award from the US Department of Justice (DOJ), Bureau of Justice Assistance (BJA). This funding would partially reimburse the County for expenses for housing persons eligible under the Immigration and Naturalization Act of 1994. Please see the attached memo and documents from the Sheriff's Office for additional information. This grant application was for reimbursement of total allowed corrections staffs wage and salary cost estimated at \$ 42,812,153, for the period of July 1, 2012 through June 30, 2013. However the award basis is formulaic and the actual award varies depending on the number of persons confirmed to have been housed by the County vis a vis other applicable agencies. The awarded amount is \$344,003. This contract is for the 18th year of funding. It should also be noted that under the DOJ Reauthorization Act of 2005, beginning with the grant cycle for 2007, these funds can only be used for correctional purposes. Consistent with the recommendations of the FY 2015 Sheriff Budget, PBO recommends that the funds be used for additional corrections overtime expenses within TCSO, in the event budgeted General Fund resources are not sufficient in FY 2015.

There is no further financial obligation required of the County. PBO recommends approval of this contract.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

Existing program to reimburse Travis County for expenses related to the housing of inmates

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

None

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

NA

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

Not Allowed

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No program attached to this reimbursement - Impact would be a decrease in fund revenue which is currently tied to correctional costs

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

Not a new program - Travis County has participated in SCAAP since 1998

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

This reimbursement program provides for a recovery of funds expended for the housing of persons deemed to be of non-legal status by the Immigration and Customs Enforcement Office. Since 2007 the expenditures of these funds must be tied to corrections related operations. While no formal measures are tied to the program the fund income does offset general fund expenditures.



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

WES PRIDDY
Major - Corrections

DARREN LONG
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

October 8, 2014

MEMORANDUM

TO: Commissioners Court

FROM: Margaret H Seville 1777, Research and Planning

SUBJECT: 2014 State Criminal Alien Assistance Program Award

Attached is the notification of award from the United States Department of Justice, Bureau of Justice Assistance for the 2013 State Criminal Alien Assistance Program (SCAAP) in the amount of **\$344,003**.

This federal program, as governed by Section 241(i) of the Immigration and Naturalization Act, 8 USC 1231(i) and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, provides for partial reimbursement of local expenses incurred for housing persons incarcerated who are determined to have not been of legal immigration status at that time.

The criterion for this year's submission remained unchanged. SCAAP provides federal payments for incurred correctional costs for incarcerated undocumented criminal aliens who have at least one felony or two misdemeanor convictions for violations of state or local law, and who are incarcerated for at least 4 consecutive days during the reporting period.

Records indicated that 769 individuals meet the federal criteria. This is down from the 960 individuals submitted for the 2011-2012 time period. Again, these are individuals who claimed a foreign place of birth and were convicted of crimes. The Sheriff's Office makes no determination whether that foreign place of birth has any bearing on legal immigration status. TCSO staff does not have access to the Immigration and Customs Enforcement records to allow us to determine the immigration status of individuals in our custody.

The federal guidelines for use of these funds now indicate that they can only be used for corrections related areas. TCSO worked in conjunction with PBO during the budget process and agreed to set this year's award aside in case it is needed to address overtime issues in Fiscal Year 15. As we have stated before these are one time funds and due to the volatility of federal funding it is best that these it is reimbursement funds be used for one time projects and not relied on for on-going expenses.

Since 2000 the funding at the federal level has decreased by 71% while funding for Travis County has decreased by 76% over the same period. Because of this volatility and the uncertainty that funds will be available in the future, TCSO will continue to work with PBO and Commissioners Court in an effort to

insure that we are appropriately funded for overtime allowing for these funds to again be used to fund one-time capital projects.

If you have any questions please feel free to contact my office at 854-9804.

Your support and approval of this award and project is appreciated.

CC. Alan Miller, PBO
Matt Naper, Auditor's Office
Jennifer Kraber, County Attorney's Office
Maria Wedhorn, TCSO Finance
File

Meg Seville

From: owner-bvp-list@ojp.usdoj.gov on behalf of SCAAP <SCAAP@usdoj.gov>
Sent: Friday, September 05, 2014 1:46 PM
Subject: State Criminal Alien Assistance Program (SCAAP) FY 2014 Award Announcement

Follow Up Flag: Follow up
Flag Status: Flagged

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year (FY) 2014 State Criminal Alien Assistance Program (SCAAP) award is complete and ready for drawdown. Please follow the instructions below to accept your FY 2014 SCAAP award:

-Access the Office of Justice (OJP) Programs Grants Management System (GMS) web site at <https://grants.ojp.usdoj.gov/> and log on using your SCAAP user ID and password.

-Locate the Application status block that contains your FY 2014 SCAAP application. You will see the "View" and "Drawdown" links under the "Action" header located on the right side of this block.

-Click on "Drawdown." This will take you to an acceptance screen that displays your award number, jurisdiction name, and award amount at the top. Please print this screen for your records. Select at least one use of SCAAP funds on the provided list. Multiple selections are possible by holding down the Control key and clicking on the mouse.

-Review and click the certification checkbox before accepting the award. Only an employee (authorized representative or authorized point of contact) of the jurisdiction may accept the SCAAP funds.

-Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only: https://www.bja.gov/Funding/14SCAAP_Guidelines.pdf.

-Located at the bottom of the screen are the "Accept" and "Decline" buttons. After you accept your award, you will be taken to a screen that confirms your acceptance. Applicants are required to accept awards online within 60 calendar days of this award notice. This email serves as notice for you to accept your FY 2014 SCAAP award online. Please retain this email for your records.

-Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process. Please retain the acceptance documents for your records.

-Allow 15 business days (from the date of acceptance) for the electronic payment process to occur.

For password resets, technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 3.

For questions concerning your SCAAP award amount or other award questions, please email maria.anderson@usdoj.gov and joseph.husted@usdoj.gov.

For questions related to the electronic transfer of funds or bank account of record, please contact the OJP Office of the Chief Financial Officer Customer Service Center at 1-800-458-0786 or AskOCFO@usdoj.gov.

Thank you

SCAAP Program Team
Bureau of Justice Assistance

FY 14 SCAAP AWARDS

State	Legal Name	Final Award Amount
AK	Alaska Department of Corrections	\$124,286.00
AL	County of DeKalb	\$2,882.00
AL	County of Montgomery	\$10,185.00
AL	Alabama Department of Corrections	\$107,153.00
AR	County of Polk	\$684.00
AR	County of Hempstead	\$3,370.00
AR	County of Sebastian	\$7,218.00
AR	County of Pulaski	\$28,309.00
AR	County of Benton	\$30,700.00
AR	County of Washington	\$55,253.00
AR	Arkansas Department of Correction	\$274,085.00
AS	American Samoa	\$11,889.00
AZ	County of Greenlee	\$2,336.00
AZ	Gila County	\$2,661.00
AZ	County of Graham	\$3,586.00
AZ	County of Apache	\$4,959.00
AZ	Mohave County	\$7,306.00
AZ	County of Navajo	\$12,248.00
AZ	Coconino County	\$14,321.00
AZ	COUNTY OF COCHISE	\$18,759.00
AZ	Santa Cruz County	\$27,690.00
AZ	County of Yavapai	\$28,901.00
AZ	Pinal County	\$50,354.00
AZ	Yuma County	\$57,747.00
AZ	County of Pima	\$227,337.00
AZ	Maricopa County	\$832,073.00
AZ	State of Arizona	\$5,333,276.00
CA	County of Plumas	\$319.00
CA	County of Mariposa	\$1,540.00
CA	County of Shasta	\$3,894.00
CA	San Joaquin County	\$3,988.00
CA	County of Calaveras	\$4,539.00
CA	County of Tuolumne	\$4,889.00
CA	Siskiyou County	\$4,925.00
CA	Colusa County	\$7,112.00
CA	El Dorado County	\$8,398.00
CA	County of Humboldt	\$10,265.00
CA	County of Amador	\$10,364.00
CA	County of Nevada	\$11,142.00
CA	GLENN COUNTY	\$13,037.00
CA	Imperial County	\$14,525.00
CA	County of Mono	\$14,577.00
CA	County of Lake	\$22,205.00
CA	County of Sutter	\$26,508.00
CA	County of Tehama	\$26,603.00
CA	County of Butte	\$27,017.00
CA	Kings County	\$30,193.00
CA	County of Mendocino	\$32,383.00
CA	San Benito County	\$37,236.00
CA	County of Merced	\$44,341.00
CA	County of Yolo	\$44,771.00
CA	Napa County	\$68,312.00
CA	County of Placer	\$74,945.00
CA	County of Madera	\$77,006.00

CA	SANTA CRUZ COUNTY	\$85,435.00
CA	County of San Luis Obispo	\$91,824.00
CA	COUNTY OF STANISLAUS	\$124,210.00
CA	County of Yuba	\$135,074.00
CA	City and County of San Francisco	\$167,055.00
CA	County of Solano	\$188,415.00
CA	County of Kern	\$202,822.00
CA	County of Fresno	\$204,755.00
CA	Santa Barbara County	\$207,527.00
CA	Contra Costa County	\$295,552.00
CA	County of Sonoma	\$297,824.00
CA	Marin County	\$376,063.00
CA	County of Monterey	\$392,027.00
CA	County of San Mateo	\$467,898.00
CA	County of San Bernardino	\$478,472.00
CA	County of Sacramento	\$483,964.00
CA	County of Tulare	\$500,705.00
CA	COUNTY OF VENTURA	\$515,193.00
CA	County of Santa Clara	\$537,974.00
CA	County of San Diego	\$551,665.00
CA	Alameda County	\$660,355.00
CA	County of Riverside	\$754,761.00
CA	County of Orange	\$1,633,416.00
CA	County of Los Angeles	\$3,403,949.00
CA	State of California	\$41,601,436.00
CO	COUNTY OF BENT	\$509.00
CO	County of Sedgwick	\$802.00
CO	County of Washington	\$1,042.00
CO	County of Chaffee	\$1,220.00
CO	County of Teller	\$1,323.00
CO	COUNTY OF FREMONT	\$1,495.00
CO	County of Delta	\$2,349.00
CO	County of Alamosa	\$3,058.00
CO	MOFFAT COUNTY	\$3,280.00
CO	Elbert County	\$4,202.00
CO	ARCHULETA COUNTY	\$4,304.00
CO	Montezuma County	\$5,043.00
CO	County of Prowers	\$5,613.00
CO	Gilpin County	\$5,734.00
CO	County of Yuma	\$5,974.00
CO	County of Gunnison	\$5,998.00
CO	County of Pitkin	\$6,480.00
CO	Clear Creek County	\$6,811.00
CO	Lincoln County	\$7,985.00
CO	County of La Plata	\$10,191.00
CO	County of Routt	\$14,465.00
CO	Summit County Government	\$15,524.00
CO	County of Montrose	\$18,227.00
CO	County of Eagle	\$23,514.00
CO	Mesa County	\$28,452.00
CO	County of Pueblo	\$30,688.00
CO	San Miguel County	\$34,564.00
CO	Douglas County Government	\$44,687.00
CO	County of Larimer	\$50,230.00
CO	Garfield County	\$58,464.00
CO	Jefferson County	\$61,842.00

CO	County of Arapahoe	\$86,940.00
CO	County of Adams	\$89,014.00
CO	County of Boulder	\$92,882.00
CO	El Paso County	\$100,252.00
CO	County of Weld	\$153,556.00
CO	City and County of Denver	\$490,330.00
CO	State of Colorado	\$1,669,368.00
CT	State of Connecticut Department of Correction	\$762,715.00
DE	Delaware Department of Correction	\$80,550.00
FL	County of Taylor	\$455.00
FL	County of Madison	\$1,322.00
FL	COUNTY OF GILCHRIST	\$1,482.00
FL	COUNTY OF GADSDEN	\$2,490.00
FL	County of Nassau	\$4,227.00
FL	Okaloosa County BCC	\$5,333.00
FL	Putnam County	\$5,641.00
FL	Charlotte County Board of Commissioners	\$6,146.00
FL	Hernando County	\$7,014.00
FL	County of Suwannee	\$9,277.00
FL	Leon County	\$10,725.00
FL	Sumter County	\$11,664.00
FL	Seminole County	\$13,813.00
FL	County of Desoto	\$15,331.00
FL	County of Clay	\$16,190.00
FL	County of Hardee	\$17,226.00
FL	County of Okeechobee	\$18,548.00
FL	Highlands County	\$18,898.00
FL	Hendry County	\$22,068.00
FL	COUNTY OF POLK	\$22,580.00
FL	Marion County Board of County Commissioners	\$24,457.00
FL	Pasco County	\$32,419.00
FL	Lake County	\$33,472.00
FL	County of Volusia	\$35,728.00
FL	Alachua County	\$36,118.00
FL	Osceola County Board of County Commissioners	\$39,764.00
FL	City of Jacksonville	\$42,487.00
FL	county of Indian river	\$50,885.00
FL	County of Brevard	\$55,944.00
FL	County of Martin	\$67,723.00
FL	Manatee County	\$71,718.00
FL	Broward County	\$79,945.00
FL	Orange County	\$81,099.00
FL	Pinellas County	\$84,545.00
FL	St Lucie County	\$87,581.00
FL	County of Sarasota	\$92,030.00
FL	County of Lee	\$98,313.00
FL	Collier County	\$217,050.00
FL	Miami Dade County	\$274,461.00
FL	County of Hillsborough	\$313,308.00
FL	Palm Beach County	\$400,880.00
FL	State of Florida	\$6,291,555.00
GA	Lee County Board Of Commisisoners	\$662.00
GA	Pickens County	\$829.00
GA	County of Greene	\$2,353.00
GA	Walton County	\$2,366.00
GA	Carroll County	\$4,101.00

GA	County of Gilmer	\$4,813.00
GA	Newton County	\$7,057.00
GA	Fulton County Government	\$8,878.00
GA	Coweta County	\$11,225.00
GA	County of Cherokee	\$11,311.00
GA	Forsyth County Government	\$11,953.00
GA	County of Douglas	\$12,895.00
GA	County Of Clarke	\$18,626.00
GA	County of Floyd	\$18,701.00
GA	County of Houston	\$18,948.00
GA	County of Muscogee	\$20,667.00
GA	County of Chatham	\$21,920.00
GA	County of Whitfield	\$22,381.00
GA	Henry County Board of Commissioners	\$29,934.00
GA	Hall County	\$65,955.00
GA	Cobb County	\$70,958.00
GA	DeKalb County Georgia	\$86,368.00
GA	County of Clayton	\$101,576.00
GA	Gwinnett County	\$149,721.00
GA	Georgia Criminal Justice Coordinating Council	\$633,160.00
GU	Government of Guam	\$403,445.00
HI	State of Hawaii	\$240,868.00
IA	HENRY COUNTY	\$225.00
IA	County of Mahaska	\$416.00
IA	Crawford County	\$1,815.00
IA	County of Scott	\$5,825.00
IA	County of Muscatine	\$6,280.00
IA	Louisa County	\$8,061.00
IA	County of Story	\$8,438.00
IA	County of Black Hawk	\$10,271.00
IA	Johnson County	\$12,978.00
IA	Woodbury County	\$41,995.00
IA	State of Iowa	\$134,300.00
ID	County of Power	\$960.00
ID	Madison County	\$1,146.00
ID	County of Owyhee	\$1,374.00
ID	Elmore County	\$1,887.00
ID	Bingham County	\$3,022.00
ID	County of Gooding	\$4,127.00
ID	Jefferson County	\$4,535.00
ID	County Of Twin Falls	\$6,229.00
ID	Cassia County	\$9,700.00
ID	Bonneville County	\$10,078.00
ID	County of Bannock	\$10,233.00
ID	County of Blaine	\$10,876.00
ID	County of Jerome	\$13,125.00
ID	County of Ada	\$25,556.00
ID	Canyon County	\$37,982.00
ID	Idaho Department of Correction	\$135,409.00
IL	Iroquois County	\$319.00
IL	County of Sangamon	\$771.00
IL	Jo Daviess County	\$1,651.00
IL	Macon County	\$3,238.00
IL	County of Bureau	\$3,357.00
IL	County of Ogle	\$3,798.00
IL	County of Peoria	\$3,814.00

IL	County of Tazewell	\$4,247.00
IL	County of Henry	\$7,004.00
IL	County of McLean	\$7,439.00
IL	County of LaSalle	\$9,673.00
IL	Champaign County	\$9,689.00
IL	County of Rock Island	\$9,975.00
IL	DeKalb County	\$19,599.00
IL	County of Kendall	\$20,342.00
IL	Winnebago County	\$42,355.00
IL	County of McHenry	\$72,591.00
IL	County of Will	\$125,401.00
IL	County of Lake	\$126,036.00
IL	DuPage County	\$194,838.00
IL	County of Kane	\$250,228.00
IL	County of Cook	\$1,381,552.00
IL	Illinois Department of Corrections	\$3,975,428.00
IN	Noble County	\$1,270.00
IN	County of Hendricks	\$3,659.00
IN	County of Cass	\$4,519.00
IN	County of Grant	\$4,613.00
IN	Hamilton County	\$8,191.00
IN	County of Allen	\$13,654.00
IN	County of Lake	\$14,716.00
IN	County of Marion	\$45,808.00
IN	Indiana Department of Correction	\$570,355.00
KS	County of Butler	\$1,156.00
KS	County of Saline	\$4,031.00
KS	Shawnee County	\$22,245.00
KS	County of Sedgwick	\$39,802.00
KS	Unified Government of Wyandotte County	\$47,722.00
KS	Johnson County Kansas	\$195,653.00
KS	State of Kansas	\$247,276.00
KY	Daviess County Fiscal Court	\$1,282.00
KY	SHELBY COUNTY	\$6,954.00
KY	Lexington Fayette Urban County Government	\$34,405.00
KY	Louisville Metro Government	\$41,625.00
KY	Kentucky Department of Corrections	\$50,792.00
LA	Ascension Parish Sheriff's Department	\$1,681.00
LA	Lafourche Parish Sheriff's Office	\$1,747.00
LA	Bossier Parish Sheriff's Office	\$1,805.00
LA	Louisiana Department of Public Safety and Corrections	\$57,593.00
MA	Barnstable County Sheriff's Office	\$44,457.00
MA	Hampden County	\$61,771.00
MA	Plymouth County Sheriff's Department	\$94,301.00
MA	Norfolk County	\$110,768.00
MA	Bristol County Sheriff's Office	\$112,594.00
MA	Commonwealth of MA- Sheriffs Department Essex	\$151,226.00
MA	Middlesex Sheriff's Office	\$318,211.00
MA	Suffolk County Sheriff's Department	\$564,602.00
MA	Massachusetts Department of Correction	\$2,076,186.00
MD	Garrett County Commissioners	\$298.00
MD	St. Marys County Government	\$500.00
MD	WICOMICO COUNTY	\$3,102.00
MD	County of Carroll	\$7,789.00
MD	County of Washington	\$8,074.00
MD	Harford County	\$13,406.00

MD	Charles County Government	\$15,565.00
MD	Frederick County	\$20,648.00
MD	County of Howard	\$35,435.00
MD	COUNTY OF ANNE ARUNDEL	\$53,592.00
MD	Prince Georges County Government	\$57,312.00
MD	Baltimore County, Maryland	\$72,878.00
MD	Montgomery County	\$584,351.00
MD	State of Maryland	\$1,120,233.00
ME	County of Piscataquis	\$2,500.00
ME	County of York	\$4,096.00
ME	State of Maine	\$145,676.00
MI	Sanilac County	\$318.00
MI	County of Cass	\$334.00
MI	County of Monroe	\$447.00
MI	County of Midland	\$750.00
MI	County of Lenawee	\$1,044.00
MI	St. Joseph County	\$1,292.00
MI	County of Muskegon	\$2,282.00
MI	County of Eaton	\$2,299.00
MI	County of Van Buren	\$2,536.00
MI	Ingham County	\$2,555.00
MI	County of Ionia	\$2,622.00
MI	County of St Clair	\$2,918.00
MI	County of Newaygo	\$3,207.00
MI	County of Calhoun	\$3,749.00
MI	County of Kalamazoo	\$3,897.00
MI	Allegan County	\$4,088.00
MI	County of Saginaw	\$4,300.00
MI	County of Genesee	\$4,363.00
MI	Livingston County	\$5,042.00
MI	County of Berrien	\$7,623.00
MI	County of Ottawa	\$15,707.00
MI	County of Macomb	\$27,584.00
MI	County of Oakland	\$32,767.00
MI	WAYNE COUNTY	\$73,476.00
MI	County of Kent	\$73,797.00
MI	State of Michigan	\$520,621.00
MN	County of Chisago	\$414.00
MN	County of Benton	\$798.00
MN	Polk County	\$1,782.00
MN	Todd County	\$2,726.00
MN	Watonwan County	\$2,955.00
MN	County of Yellow Medicine	\$3,007.00
MN	County of Winona	\$4,309.00
MN	County of Wright	\$6,191.00
MN	County of McLeod	\$6,239.00
MN	County of Goodhue	\$6,256.00
MN	County Of Blue Earth	\$7,291.00
MN	County of Steele	\$7,846.00
MN	Chippewa County	\$8,316.00
MN	Anoka County	\$8,787.00
MN	County of Freeborn	\$11,488.00
MN	Washington County	\$11,919.00
MN	Kandiyohi County	\$12,316.00
MN	County of Stearns	\$15,439.00
MN	County of Scott	\$37,986.00

MN	Olmsted County	\$40,165.00
MN	County of Dakota	\$41,480.00
MN	County of Ramsey	\$91,281.00
MN	Hennepin County	\$174,230.00
MN	State of Minnesota	\$662,919.00
MO	County of Phelps	\$640.00
MO	County of Pettis	\$2,503.00
MO	St. Louis County	\$5,322.00
MO	County of Platte	\$6,059.00
MO	County of St Charles	\$14,406.00
MO	Jackson County	\$29,470.00
MS	State of Mississippi	\$11,545.00
MT	County of Yellowstone	\$1,693.00
MT	Montana Department of Corrections	\$19,566.00
NC	County of Washington	\$291.00
NC	McDowell County	\$1,331.00
NC	county of person	\$1,569.00
NC	Stokes County	\$1,629.00
NC	Stanly County	\$1,767.00
NC	Richmond County	\$2,169.00
NC	Alleghany County	\$2,213.00
NC	Carteret County	\$2,230.00
NC	County of Jackson	\$2,242.00
NC	Transylvania County	\$2,416.00
NC	Davie County	\$2,484.00
NC	Montgomery County	\$2,855.00
NC	Avery County	\$2,868.00
NC	County of Harnett	\$3,168.00
NC	Beaufort County	\$3,665.00
NC	Wilson County	\$3,683.00
NC	Wilkes County	\$4,009.00
NC	County of Columbus	\$4,054.00
NC	Lee County	\$4,701.00
NC	County of Surry	\$4,780.00
NC	Watauga County	\$4,812.00
NC	County of Chatham	\$5,172.00
NC	County of Rockingham	\$5,209.00
NC	Sampson County	\$5,275.00
NC	Craven County	\$5,474.00
NC	Lincoln County	\$5,901.00
NC	Granville County	\$6,930.00
NC	Orange County	\$7,694.00
NC	County of Dare	\$7,719.00
NC	Davidson County	\$9,379.00
NC	Gaston County	\$9,837.00
NC	County of Catawba	\$9,842.00
NC	Rowan County	\$10,630.00
NC	Wayne County	\$12,353.00
NC	County of Lenoir	\$12,483.00
NC	Duplin County	\$14,202.00
NC	Moore County	\$15,913.00
NC	County of Johnston	\$17,234.00
NC	County of Randolph	\$18,418.00
NC	County of Pitt	\$20,255.00
NC	County of Buncombe	\$20,850.00
NC	County of Union	\$21,389.00

NC	County of Henderson	\$21,535.00
NC	County of Robeson	\$23,072.00
NC	Alamance County	\$25,924.00
NC	Brunswick County Government Center	\$28,342.00
NC	County of Cumberland	\$30,094.00
NC	Iredell County	\$35,915.00
NC	New Hanover, County of	\$37,384.00
NC	County of Cabarrus	\$43,249.00
NC	Forsyth County	\$49,523.00
NC	County of Durham	\$53,933.00
NC	Wake County	\$58,015.00
NC	County of Guilford	\$66,906.00
NC	Mecklenburg County	\$287,026.00
NC	State of North Carolina	\$1,859,370.00
ND	State of North Dakota	\$10,809.00
ND	Cass County	\$19,206.00
NE	county of thurston	\$570.00
NE	COUNTY OF GAGE	\$591.00
NE	Lincoln County, Nebraska	\$717.00
NE	Buffalo County	\$1,035.00
NE	County of Phelps	\$2,312.00
NE	Saline County	\$4,773.00
NE	County of Platte	\$5,680.00
NE	Dawson County	\$9,699.00
NE	Dakota County	\$11,307.00
NE	Lancaster County	\$26,216.00
NE	County of Sarpy	\$28,857.00
NE	County of Hall	\$50,292.00
NE	Douglas County	\$187,005.00
NE	State of Nebraska	\$215,232.00
NH	Grafton County	\$1,699.00
NH	County of Merrimack	\$6,027.00
NH	Hillsborough County	\$30,049.00
NH	State of New Hampshire	\$64,427.00
NJ	Cape May County	\$8,567.00
NJ	Hunterdon County	\$11,717.00
NJ	SALEM COUNTY, NJ	\$12,162.00
NJ	County of Sussex	\$22,557.00
NJ	County of Gloucester	\$23,560.00
NJ	COUNTY OF WARREN	\$27,572.00
NJ	Cumberland County	\$53,968.00
NJ	County of Atlantic	\$85,332.00
NJ	SOMERSET COUNTY	\$100,388.00
NJ	Burlington County	\$106,901.00
NJ	Camden County	\$114,850.00
NJ	Ocean County	\$132,321.00
NJ	Middlesex County	\$139,425.00
NJ	Morris County	\$157,246.00
NJ	PASSAIC COUNTY	\$168,825.00
NJ	Union County	\$402,378.00
NJ	Bergen County	\$442,519.00
NJ	County Of Monmouth	\$1,070,863.00
NJ	County of Hudson	\$1,605,904.00
NJ	County of Essex	\$2,406,708.00
NJ	State of New Jersey	\$2,694,822.00
NM	Sierra County	\$1,504.00

NM	Quay County	\$2,765.00
NM	County of Roosevelt	\$3,949.00
NM	County of Valencia	\$4,020.00
NM	Luna County	\$4,551.00
NM	Curry County	\$5,113.00
NM	Chaves County	\$5,797.00
NM	County of Rio Arriba	\$6,236.00
NM	County of Otero	\$9,781.00
NM	County of Lea	\$17,739.00
NM	Santa Fe County	\$40,705.00
NM	Bernalillo County	\$278,087.00
NM	State of New Mexico	\$330,467.00
NV	Elko County	\$679.00
NV	Lyon County	\$1,551.00
NV	County of Pershing	\$1,686.00
NV	County of Humboldt	\$3,078.00
NV	Nye County	\$5,828.00
NV	County of Douglas	\$6,885.00
NV	City of Carson City	\$11,877.00
NV	City of North Las Vegas	\$38,576.00
NV	County of Washoe	\$151,608.00
NV	Clark County	\$696,393.00
NV	Nevada Department of Corrections	\$1,310,553.00
NY	County of Madison	\$74.00
NY	County of Cayuga	\$297.00
NY	County of Livingston	\$302.00
NY	County of Fulton	\$350.00
NY	Wyoming, County of	\$1,464.00
NY	County of Genesee	\$1,573.00
NY	County of Oswego	\$1,893.00
NY	County of Steuben	\$2,096.00
NY	County of Chemung	\$2,394.00
NY	St. Lawrence County	\$3,253.00
NY	County of Jefferson	\$3,751.00
NY	County of Warren	\$4,832.00
NY	Orleans County	\$5,017.00
NY	Essex County	\$5,572.00
NY	County of Columbia	\$5,578.00
NY	County of Onondaga	\$6,917.00
NY	County of Wayne	\$7,128.00
NY	Chautauqua County	\$7,618.00
NY	County of Rensselaer	\$8,990.00
NY	County of Saratoga	\$11,416.00
NY	County of Niagara	\$12,000.00
NY	County of Herkimer	\$13,271.00
NY	County Of Schenectady	\$14,939.00
NY	County of Oneida	\$16,841.00
NY	County of Franklin	\$22,692.00
NY	County of Monroe	\$23,291.00
NY	County of Broome	\$27,603.00
NY	County of Ulster	\$31,472.00
NY	County of Albany	\$36,146.00
NY	County of Erie	\$36,183.00
NY	Putnam County	\$38,432.00
NY	County of Dutchess	\$93,036.00
NY	County of Orange	\$102,994.00

NY	County of Rockland	\$286,409.00
NY	Westchester County	\$695,736.00
NY	Nassau County	\$1,341,091.00
NY	Suffolk County	\$1,747,318.00
NY	New York City	\$7,398,005.00
NY	State of New York	\$12,992,427.00
OH	County of Henry	\$392.00
OH	Erie County	\$502.00
OH	Union County	\$1,351.00
OH	County of Greene	\$1,560.00
OH	Stark County Government	\$2,484.00
OH	County of Montgomery	\$3,820.00
OH	County of Clermont	\$11,091.00
OH	County of Lucas	\$12,075.00
OH	Cuyahoga County	\$21,423.00
OH	Butler County	\$130,742.00
OH	State of Ohio	\$528,240.00
OK	County of Beckham	\$578.00
OK	COUNTY OF CADDO	\$689.00
OK	COUNTY OF CUSTER	\$1,406.00
OK	Johnston County	\$1,613.00
OK	County of Comanche	\$2,694.00
OK	COUNTY OF LINCOLN	\$3,182.00
OK	County of Carter	\$4,029.00
OK	County of Cleveland	\$10,923.00
OK	Oklahoma County	\$51,133.00
OK	County of Tulsa	\$85,296.00
OK	State of Oklahoma	\$562,135.00
OR	County of Baker	\$103.00
OR	County of Curry	\$322.00
OR	Coos County	\$677.00
OR	Josephine County	\$1,193.00
OR	County of Union	\$1,657.00
OR	County of Malheur	\$4,144.00
OR	County of Jefferson	\$4,909.00
OR	County of Clatsop	\$5,373.00
OR	Klamath County	\$5,609.00
OR	County of Polk	\$5,850.00
OR	County of Douglas	\$6,511.00
OR	County of Linn	\$7,906.00
OR	County of Deschutes	\$10,072.00
OR	County of Benton	\$12,245.00
OR	County of Umatilla	\$13,280.00
OR	Yamhill County	\$15,128.00
OR	County of Jackson	\$23,008.00
OR	County of Clackamas	\$52,785.00
OR	Marion County	\$73,770.00
OR	County of Washington	\$123,682.00
OR	Multnomah County	\$141,340.00
OR	Lane County	\$168,023.00
OR	Oregon Department of Corrections	\$1,773,085.00
PA	County of Crawford	\$127.00
PA	County of Indiana	\$1,436.00
PA	County of Lycoming	\$2,349.00
PA	County of Westmoreland	\$4,833.00
PA	County of Erie	\$5,136.00

PA	County of Blair	\$6,058.00
PA	County of Centre	\$8,345.00
PA	County of Lebanon	\$10,160.00
PA	County of Monroe	\$10,718.00
PA	Lackawanna County	\$11,104.00
PA	Northampton County	\$12,942.00
PA	County of Adams	\$16,089.00
PA	County of Cumberland	\$16,349.00
PA	County of Lancaster	\$24,111.00
PA	County of Berks	\$25,319.00
PA	County of Dauphin	\$42,417.00
PA	County of Lehigh	\$65,347.00
PA	Montgomery County	\$66,308.00
PA	County of Bucks	\$70,134.00
PA	County of Chester ,West Chester Pa	\$78,595.00
PA	COUNTY OF LUZERNE	\$78,700.00
PA	City of Philadelphia	\$153,381.00
PA	Pennsylvania Department of Corrections	\$1,583,394.00
PR	Puerto Rico Department of Corrections and Rehabilitation	\$210,698.00
RI	State of Rhode Island	\$571,986.00
SC	Colleton County	\$146.00
SC	Georgetown County	\$729.00
SC	County of Laurens	\$1,388.00
SC	Greenwood County	\$2,407.00
SC	County of Dorchester	\$4,673.00
SC	Aiken County	\$5,968.00
SC	County of York	\$11,480.00
SC	Richland County Government	\$13,604.00
SC	LEXINGTON COUNTY	\$28,011.00
SC	Spartanburg County	\$32,903.00
SC	County Council of Beaufort	\$34,555.00
SC	County of Horry	\$40,993.00
SC	County of Greenville	\$70,034.00
SC	Charleston County	\$151,803.00
SC	SOUTH CAROLINA DEPARTMENT OF CORRECTIONS (INC)	\$387,905.00
SD	Pennington County	\$7,408.00
SD	Minnehaha County	\$30,869.00
SD	State of South Dakota	\$36,996.00
TN	Lincoln County	\$578.00
TN	Dickson County	\$1,337.00
TN	Rutherford County	\$4,831.00
TN	County of Sumner	\$6,396.00
TN	County Of Hamblen	\$7,920.00
TN	Knox County	\$11,507.00
TN	Williamson County	\$12,510.00
TN	Hamilton County	\$14,459.00
TN	County of Montgomery	\$31,702.00
TN	Metropolitan Nashville And Davidson County	\$68,564.00
TN	Shelby County	\$103,530.00
TX	COUNTY OF LYNN	\$122.00
TX	County of Eastland	\$449.00
TX	County of San Jacinto	\$661.00
TX	County of Brewster	\$1,154.00
TX	COUNTY OF HUDSPETH	\$1,223.00
TX	Milam County	\$1,444.00

TX	County of Polk	\$1,517.00
TX	County of Comanche	\$1,624.00
TX	County of Van Zandt	\$1,686.00
TX	County of Wheeler	\$1,842.00
TX	County of Lamar	\$1,990.00
TX	County of Upshur	\$1,991.00
TX	County of Coryell	\$2,055.00
TX	County of Palo Pinto	\$2,140.00
TX	County of Wood	\$2,302.00
TX	County of Orange	\$2,359.00
TX	County of Cherokee	\$2,374.00
TX	willacy county	\$2,501.00
TX	County of Bosque	\$2,581.00
TX	Bowie County	\$2,614.00
TX	County of Crane	\$2,624.00
TX	HOCKLEY COUNTY	\$2,710.00
TX	County of Matagorda	\$2,978.00
TX	County of Brown	\$3,018.00
TX	County of Lee	\$3,035.00
TX	County Of Kleberg	\$3,070.00
TX	Erath County Texas	\$3,140.00
TX	County of Castro	\$3,149.00
TX	Chambers County Texas	\$3,250.00
TX	Freestone County	\$3,577.00
TX	Caldwell County	\$3,672.00
TX	Liberty County, Texas	\$3,848.00
TX	County of Fayette	\$3,964.00
TX	County of Hopkins	\$4,119.00
TX	County of Randall	\$4,178.00
TX	County of Pecos	\$4,437.00
TX	County of Harrison	\$4,558.00
TX	Burnet County	\$4,615.00
TX	County of Parker	\$4,889.00
TX	County of Austin	\$5,173.00
TX	County of Hutchinson	\$5,221.00
TX	County of Deaf Smith	\$5,409.00
TX	Tom Green County	\$5,416.00
TX	Rusk County	\$5,470.00
TX	County of Andrews	\$5,679.00
TX	Nacogdoches County	\$5,829.00
TX	County of Walker	\$5,848.00
TX	Medina County	\$5,924.00
TX	County of Kerr	\$6,048.00
TX	Hood County	\$6,087.00
TX	Henderson County	\$6,676.00
TX	County of Gonzales	\$7,319.00
TX	County of Bailey	\$7,536.00
TX	County of Gollad	\$7,604.00
TX	County of Ochiltree	\$7,697.00
TX	County of Hemphill	\$8,078.00
TX	County of Hill	\$8,136.00
TX	County of Angellina	\$8,503.00
TX	County of Kendall	\$8,700.00
TX	County of Limestone	\$9,338.00
TX	County of Dallam	\$9,600.00
TX	County of Ector	\$9,805.00

TX	County of Zapata	\$10,064.00
TX	County of Waller	\$10,755.00
TX	Maverick County	\$11,602.00
TX	Victoria County	\$12,125.00
TX	County of Carson	\$12,664.00
TX	County of Nueces	\$12,893.00
TX	County of Grayson	\$12,941.00
TX	County of Taylor	\$13,984.00
TX	County of Moore	\$14,783.00
TX	County Of Hunt	\$15,622.00
TX	WISE COUNTY	\$15,849.00
TX	County of Collin	\$16,102.00
TX	County of Bastrop	\$16,871.00
TX	Gregg, County of	\$17,313.00
TX	Jefferson County	\$17,676.00
TX	Titus County	\$19,659.00
TX	Kaufman County	\$21,815.00
TX	County of Ellis	\$24,774.00
TX	County of Starr	\$27,227.00
TX	County of Hidalgo	\$27,922.00
TX	County of Gillespie	\$27,955.00
TX	County of Navarro	\$28,317.00
TX	Brazoria County	\$28,551.00
TX	COUNTY OF LUBBOCK	\$32,959.00
TX	County of Johnson	\$33,945.00
TX	County of Rockwall	\$36,727.00
TX	County of Brazos	\$44,532.00
TX	County of Bell	\$47,654.00
TX	County of Comal	\$48,276.00
TX	Potter County	\$51,046.00
TX	Galveston County	\$51,740.00
TX	Hays County, Texas	\$52,379.00
TX	County of Smith	\$53,373.00
TX	County of McLennan	\$68,173.00
TX	County of Webb	\$68,943.00
TX	County of Williamson	\$81,694.00
TX	County of Montgomery	\$96,202.00
TX	County of Bexar	\$105,866.00
TX	County of Fort Bend	\$136,585.00
TX	County of Denton	\$181,816.00
TX	El Paso County	\$256,511.00
TX	County of Tarrant	\$317,952.00
TX	Travis County	\$344,003.00
TX	County of Harris	\$463,040.00
TX	County of Dallas	\$796,272.00
TX	State of Texas	\$7,949,178.00
TX	County of Leon	0 - no eligible inmates returned from DHS
UT	Box Elder County	\$2,726.00
UT	County of Cache	\$7,333.00
UT	Tooele County	\$7,720.00
UT	County of Weber	\$16,413.00
UT	County of Washington	\$20,353.00
UT	Davis County Government	\$73,785.00
UT	Utah County Government	\$89,989.00

UT	Salt Lake County	\$278,648.00
UT	State of Utah	\$338,170.00
VA	City of Poquoson	\$27.00
VA	County of Amelia	\$49.00
VA	County of Lunenburg	\$171.00
VA	Roanoke County	\$297.00
VA	City of Suffolk	\$455.00
VA	Cumberland County	\$522.00
VA	COUNTY OF KING GEORGE	\$610.00
VA	County of Nelson	\$894.00
VA	Franklin	\$930.00
VA	Prince Edward County	\$949.00
VA	COUNTY OF CLARKE	\$1,105.00
VA	County of Nottoway	\$2,006.00
VA	City of Martinsville	\$2,012.00
VA	Williamsburg City	\$2,132.00
VA	County of Pittsylvania	\$2,196.00
VA	York County	\$2,290.00
VA	Grayson County Administration	\$2,499.00
VA	Floyd County Board of Supervisor	\$2,720.00
VA	City Of Danville	\$2,899.00
VA	City of Hampton	\$2,988.00
VA	COUNTY OF FAUQUIER	\$3,988.00
VA	County of James City	\$5,946.00
VA	County of Henry	\$6,339.00
VA	City of Charlottesville	\$6,629.00
VA	COUNTY OF SPOTSYLVANIA	\$6,761.00
VA	City of Newport News	\$6,934.00
VA	Shenandoah County	\$7,916.00
VA	County of Albemarle	\$10,086.00
VA	County of Culpeper	\$10,687.00
VA	City of Roanoke	\$11,705.00
VA	COUNTY OF FREDERICK	\$12,449.00
VA	City of Fredericksburg	\$13,318.00
VA	City of Chesapeake	\$15,978.00
VA	Henrico County	\$17,009.00
VA	COUNTY OF STAFFORD	\$18,501.00
VA	Rockingham County	\$21,381.00
VA	CITY OF WINCHESTER	\$23,210.00
VA	City of Norfolk	\$25,949.00
VA	City of Manassas	\$35,355.00
VA	City of Richmond	\$39,832.00
VA	City of Alexandria	\$53,688.00
VA	City of Virginia Beach	\$60,150.00
VA	Chesterfield County	\$75,903.00
VA	Arlington County	\$106,010.00
VA	Loudoun County	\$168,715.00
VA	County of Prince William	\$218,211.00
VA	County of Fairfax	\$618,417.00
VA	Commonwealth of Virginia	\$921,040.00
VI	Virgin Islands	\$108,031.00
VT	Vermont Department of Corrections	\$18,731.00
WA	County of Whitman	\$303.00
WA	CITY OF DES MOINES,WA	\$368.00
WA	County of Skamania	\$435.00
WA	City of SeaTac	\$467.00

WA	Clallam County	\$482.00
WA	City of Burien, Washington	\$567.00
WA	City of Kent	\$1,633.00
WA	City of Tukwila	\$1,721.00
WA	City of Auburn	\$1,883.00
WA	County of Klickitat	\$2,524.00
WA	Kittitas County	\$3,271.00
WA	City of Federal Way	\$4,073.00
WA	Walla Walla County	\$4,248.00
WA	Lewis County	\$6,333.00
WA	Mason County	\$7,183.00
WA	County of Okanogan	\$9,434.00
WA	Spokane County	\$12,032.00
WA	City of Wenatchee	\$12,741.00
WA	County of Benton	\$15,782.00
WA	Whatcom County	\$17,030.00
WA	Cowlitz County	\$21,359.00
WA	County of Grant	\$24,252.00
WA	Skagit County	\$25,807.00
WA	County of Franklin	\$28,549.00
WA	Clark County	\$37,194.00
WA	County of Thurston	\$38,340.00
WA	County of Chelan	\$40,631.00
WA	Snohomish County	\$64,262.00
WA	County of Yakima	\$115,927.00
WA	County of Pierce	\$232,580.00
WA	King County	\$488,965.00
WA	State of Washington	\$805,587.00
WI	County of Rusk	\$49.00
WI	County of Grant	\$559.00
WI	Dodge County	\$619.00
WI	County of Wood	\$927.00
WI	County of Marinette	\$1,004.00
WI	County of Door	\$1,376.00
WI	Monroe County	\$1,493.00
WI	Shawano County	\$1,640.00
WI	Dunn County	\$1,664.00
WI	County of Waushara	\$1,973.00
WI	Barron County, Wisconsin	\$2,371.00
WI	Richland County	\$2,371.00
WI	County of Lafayette	\$2,449.00
WI	County of Fond du Lac	\$2,644.00
WI	WASHINGTON COUNTY	\$4,876.00
WI	Ozaukee County	\$4,882.00
WI	Green County	\$5,341.00
WI	Calumet County	\$5,578.00
WI	County of Columbia	\$5,766.00
WI	County of Sheboygan	\$5,859.00
WI	Waupaca County	\$5,924.00
WI	County of Jefferson	\$6,058.00
WI	County of Taylor	\$7,348.00
WI	County of Manitowoc	\$8,042.00
WI	Winnebago County	\$8,199.00
WI	County of Sauk	\$8,448.00
WI	Eau Claire County	\$9,770.00
WI	La Crosse County	\$10,903.00

WI	Portage County	\$11,995.00
WI	County of Rock	\$11,999.00
WI	Kewaunee County	\$13,005.00
WI	Trempealeau County	\$13,915.00
WI	Marathon County Government	\$18,652.00
WI	County of Outagamie	\$21,324.00
WI	County of Racine	\$21,749.00
WI	County of Kenosha	\$22,566.00
WI	County of Waukesha	\$35,374.00
WI	County of Walworth	\$41,938.00
WI	County of Brown	\$53,748.00
WI	County of Milwaukee	\$70,083.00
WI	County of Dane	\$71,691.00
WI	State of Wisconsin	\$823,558.00
WV	Berkeley County Commission	\$3,139.00



TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #: 81140001889

SAP #: 800357

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / Community Services, Housing Services	
Contact Person/Title:	Lisa Glass / Financial Analyst Lead	
Phone Number:	512-854-4594	

Grant Title:	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)		
Grant Period:	From: <input type="text" value="Jan 1, 2014"/>	To: <input type="text" value="Dec 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing and Community Affairs		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 331,840.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 331,840.00
Operating:	\$ 427,786.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 427,786.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 50,508.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,508.00
Totals:	\$ 810,134.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 810,134.00
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

57

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
Applicable Departmental Measures					
1.	Number of referrals required to support housing programs from emergency assistance centers (includes: LIHEAP, and Home Repair)	710	300	475	475
2.					
3.					
Measures for the Grant					
1.	# of Households receiving LIHEAP weatherization assistance	340	60	343	118
Outcome Impact Description		Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage and lower household energy costs.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

The Health and Human Services and Veterans Service Department is requesting Commissioners Court approval of a second amendment to the grant contract with the Texas Department of Housing and Community Affairs through the Department of Health and Human Services for the Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP). The department requested that \$25,000 be moved from the Health and Safety budget category to the Materials/Program Support /Labor budget category. TDHCA approved the budget adjustment with this amendment.

The contract, with an amended total award of \$810,134, was approved by Commissioners on August 26, 2014, with indirect costs of \$50,508. The funds will be used by the department to provide weatherization assistance to low-income citizens.

No County match is required and no there is no commitment by the Court to fund services if the grant is discontinued.

PBO recommends approval of this contract amendment.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The department requested a budget adjustment to transfer \$25,000 from the Health & Safety budget category to the Materials/Program Support/Labor budget category for this grant from TDHCA. TDHCA accepted the budget adjustment this process of amendment 2. The department staff anticipates to fully expend these grant funds as shown in amendment 2.

The goal of this program is to assist low-income households by providing weatherization assistance to their residences. The benefit of weatherizing these households and reducing the home energy needs will further improve their ability to become energy self-sufficient.

58

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no County match required and no commitment by the Commissioners Court to fund services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs (\$50,508) at the rate of 6.25% of the total allowable expenditures.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff for those households deemed income eligible for weatherization assistance. The Housing Services staff performs assessments of the residences and determines the weatherization services and minor home repairs that can be addressed with this grant funding and other funding sources available. Services are provided by either in-house staff or by purchasing contracted services.

This grant assistance is another program the department uses to meet the requests of low-income clients who are seeking minor home repair, and weatherization services.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 279-2197

MEMORANDUM

Date: October 9, 2014

To: MEMBERS OF THE COMMISSIONERS COURT

From: *Sherri E. Fleming*
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

Subject: Acceptance of 2014 LIHEAP Weatherization Assistance Program
Contract Amendment 2

Proposed Motion: Consider and take appropriate action to approve the contract amendment 2 with Texas Department of Housing and Community Affairs for the LIHEAP Weatherization Assistance Program of 2014.

Summary and Staff Recommendation: Staff requests the acceptance of this contract amendment 2 from the Texas Department of Housing and Community Affairs (TDHCA). The department had requested a budget adjustment be made transferring \$25,000 from the Health and Safety budget category to the Materials/Program Support/Labor budget category of the grant. The budget request was made to assist in fully expending the grant award. With this amendment, TDHCA has accepted the budget adjustment request. The total grant funding remains at \$810,134.

The LIHEAP grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. The distribution of assistance will be to qualified Travis County residents with household income levels

60

at or below 125% of the current Federal Poverty Income Guidelines with household weatherization needs.

Budgetary and Fiscal Impact: The department will use the LIHEAP funds for administration, materials, labor and training. The funds for materials will be budgeted in the GL accounts for building repairs and maintenance and supplies & equipment. Funding for labor will be budgeted in the corresponding salaries and benefit GL accounts. Funds for training will be budgeted in the applicable registration and travel, meals and lodging GL accounts. No matching funds are required for this grant. The contract period remains 01/01/14 through 12/31/14.

Issues and Opportunities: We were able to provide weatherization services for 178 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age five and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract amendment is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Pfaffenberger, Budget Analyst II, Planning and Budget Office
Nicki Riley, C.P.A., Travis County Auditor
Cynthia Sayles, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., C.P.P.O., Travis County Purchasing Agent
Scott Worthington, Business Analyst, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Lance Pearson, Social Services Program Administrator, Housing Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 81140001889
FY 2014 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 93.568)

This Amendment No. 2 to Low Income Home Energy Assistance Program ("LIHEAP") Weatherization Assistance Program "WAP" Contract Number. 81140001889("Second Amendment") by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and Travis County, a political subdivision of the State of Texas ("Subrecipient") hereinafter collectively referred to as "Parties", is executed on the respective dates indicated to ratify, confirm and acknowledge the execution date of this Second Amendment to be September 15, 2014.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed FY 2014 LIHEAP WAP Contract Number. 81140001889 and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

Section 4. E. Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. E. Department Obligations. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of **\$810,134.00**.

SECTION 2.

Exhibit B. Budget and Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit B.

SECTION 3.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Second Amendment. In the event this Second Amendment and the terms of the Contract are in conflict, this Second Amendment shall govern, unless it would make the Contract void by law.

SECTION 4.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 6.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 7.

By signing this Second Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 8.

This Second Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 9.

This Second Amendment shall be effective and memorializes an effective date of **September 15, 2014**.

WITNESS OUR HAND EFFECTIVE: **9/15/2014**

SUBRECIPIENT:

Travis County
a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on **Date**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

63

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 81140001889
FY 2014 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 93.568)

EXHIBIT B

BUDGET AND PERFORMANCE STATEMENT

Travis County,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 808,134.00	LIHEAP FUNDS CURRENTLY AVAILABLE
\$ 2,000.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 808,134.00	TOTAL ANTICIPATED LIHEAP FUNDS
\$ 2,000.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	FUNDS
² Administration	\$ 50,508.00
³ Materials / Program Support / Labor	\$ 631,100.00
⁴ Health and Safety	\$ 126,526.00
SUB-TOTAL	\$ 808,134.00
⁵ Training and Technical Assistance	\$ 2,000.00
TOTAL	\$ 810,134.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

- ¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administrative and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current Contract Term. **Only those written request(s) from the Subrecipient received at least forty-five (45) days prior to the end of the Contract Term will be reviewed. TDHCA may decline to review written requests received during the final 45 days of the Contract Term.**

- ² Denotes maximum for Administrative based on **6.25%** of total allowable expenditures.

- ³ Expenses incurred under Roof Repair will come out of your Materials / Program Support / Labor budget.

- ⁴ Denotes the maximum allowed for Health and Safety expenditures.

- ⁵ Department approved training / travel only.

64

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed **\$5,000.00** per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

65



TRAVIS COUNTY
FY 2015 GRANT SUMMARY SHEET

Contract #: 2104406

SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Attorney's Office/Family Violence Division	
Contact Person/Title:	Erin Martinson, Chief, Protective Order Division	
Phone Number:	Direct: (512) 854-9278 , Main: (512) 854-9570	
Grant Title:	Family Violence Accelerated Prosecution Program	
Grant Period:	From: 09/01/2014	To: 08/31/2015
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/> Local: <input type="checkbox"/>
Grantor:	State of Texas, Office of the Governor, Criminal Justice Division	
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Originating Grantor:	OVW/ Office on Violence Against Women	

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 85,874.00	\$ 34,217.00	\$ 0.00	\$ 17,088.00	\$ 137,179.00
Operating:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 85,874.00	\$ 34,217.00	\$ 0.00	\$ 17,088.00	\$ 137,179.00
FTEs:	1.17	0.60	0.00	0.46	2.23

Program Income (\$/Des): \$ 0.00

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

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

66

Performance Measures					
#	Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure	Projected FY 16 Measure
+ - Applicable Departmental Measures					
1.	Average days to file a FV case	16	41	30	30
2.	Average number of Jury Trial settings per month for FV Misd cases	315	259	250	250
3.	Number of FV cases filed	3048	3000	3000	3000
+ - Measures for the Grant					
1.	Number of interns trained to provide direct assistance to victims of FV	3	2	2	2
Outcome Impact Description					
2.	Number of victims assisted with a PO by grant funded Victim Counselors and interns	615	500	500	500
Outcome Impact Description					
3.	Number of victims assisted with Crime Victim Compensation applications by funded Victim Counselors and interns	177	50	175	175
Outcome Impact Description					

PBO Recommendation:

PBO recommends approval of the Family Violence Accelerated Prosecution Program continuation grant award. The Court's August 26, 2014 approved Permission to Continue for this continuation grant will expire after October 31, 2014.

67

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The Travis County Attorney's Office (TCAO) seeks to continue enhancing victim services while increasing the efficiency of prosecuting family violence criminal cases. Accelerated prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition is reached.

With the Accelerated Prosecution grant, Family Violence cases are reviewed and pursued in court by the same team of prosecutors. Our intake attorney formally files these cases and then works to collect evidence to ensure proper prosecution. Having one position intake all of our Family Violence cases ensures continuity and reliability. We are able to file cases in an extremely time manner, compared to before the grant funding was in place for our division.

This program also includes several components related to victim services. Per grant in-kind match requirements, we have at least 2 social work interns who operate as Victim Counselors in the Protective Order (PO) division. These interns also work with the victims of criminal assault cases by attending court settings and seeking victim input. In addition, part of a full-time PO Victim Counselors' salary acts as a needed match. This grant also funds a part-time Victim Counselor position during the summer months.

All of these positions ensure that victims are receiving outreach and intervention at a very critical time in their recovery. These victim counselors provide emotional support in obtaining a PO, assistance with compiling information surrounding a criminal case, provide community resources, and coordinate referrals.

By receiving continued grant funding, this project will continue to enhance our already established project by reaching dispositions at a faster rate and working to ensure victim and community safety.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The current grant is available one year at a time. IF TCAO performs adequately, we have priority eligibility to re-apply for an additional year. We are required to provide a match, office space, equipment, and supplies for grant funded employees. The section below will discuss the Travis County commitment in further detail.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

This grant requires that we provide matching funds that equal 35% of the total project. This match can be in-kind, cash, or a combination of both. TCAO provides an in-kind match by using the hours that 2 UT School of Social Work interns provide during the fall and spring semesters. TCAO will provide a cash-match equaling \$34,053, provided by the general fund, and whose origin comes from the 60% of a salary for a Victim Counselor in the PO division that is already established. Last year, TCAO had to provide an additional cash match due to the added position that we requested funding for. Since we are no longer including that position in this year's application, no cash match is needed.

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

Yes, this grant contract offers a 3% indirect cost allocation.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Should there be discontinuance of grant funding, our office would ask the Commissioner's Court for permission to fund the attorney position using revenue from the general fund. The likelihood of this request being granted is unknown given today's economic climate. However, no other programs will be able to be discontinued.

68

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

N/A

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

Continuing this accelerated prosecution program will provide more outreach and connection to victims, as well as increase how quickly we are able to file charges. Additionally, the prosecutor will assist with managing the continually increasing family violence case-load. So far, in 2014, we have filed 2,238 family violence misdemeanor cases, each case with a victim who needed outreach. Additionally, we've assisted 449 survivors through the legal process. This project is an essential part of our division and ultimately guarantees that victims get needed support and guidance and offenders are held accountable. It is our hope to continue maintaining this grant so we can continue working to reach our identified goals, which ultimately benefits all of Travis County.

DAVID ESCAMILLA
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

Memorandum

Victoria Ramirez - PBO
David Escamilla, TCAO
Mack Martinez, TCAO
Chantelle Abruzzo, TCAO
Dede Bell, Auditor's Office
TO: Jessie Mars, Auditor's Office
FROM: Erin Martinson, Chief, Protective Orders, TCAO
DATE: October 15, 2014
FY 2015 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant Application
RE: #2104406

Dear Victoria Ramirez,

The Travis County Attorney's Office has received the grant award for the 2015 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant. This grant is from the Office of the Governor and is for the time period of 9/1/2014 – 8/31/2015.

The funding from this grant will provide TCAO with 1 FTE intake prosecutor and 1 part-time victim counselor in the summer of 2014. **The award amount for the application is \$85,874. The required cash match is \$34,217.**

TCAO is requesting that the Commissioner's Court approve the grant award. It is imperative that this issue get on the Commissioner's Court agenda for approval no later than October 28, 2014.

Attached for your review are the following documents:

- 1) Grant Summary Sheet
 - 2) Resolution
 - 3) Grant Award Letter
-

Should you have any questions regarding this grant, please contact me.

Sincerely,

Erin Martinson

Erin Martinson
Chief, Protective Orders
Office: 512-854-9594, Fax: 512-854-9570
Travis County Attorney's Office, Family Violence Division

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2104406	Award Amount:	\$85,874.00
Date Awarded:	October 10, 2014	Grantee Cash Match:	\$34,217.00
Program Fund:	WF-Violence Against Women Formula Grants	Grantee In Kind Match:	\$17,088.00
CFDA:	16.588 - Violence Against Women Formula Grants	Total Project Cost:	\$137,179.00
Grantee Name:	Travis County		
Project Title:	Family Violence Accelerated Prosecution Program		
Grant Period:	09/01/2014 - 08/31/2015		
Liquidation Date:	11/29/2015		
Grant Manager:	Kim Hild		

71



STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

To: CJD Grant Recipient
From: Angie Martin, Deputy Director
Contact: (512) 463-1919
Reference: Grantee Responsibilities

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources refer to the Grant Resources section of eGrants available online at <https://eGrants.Governor.state.tx.us>.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to

73

seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any

time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. The Grantee further understands that funds may be withheld, or other related requirements may be imposed if outstanding audit issues from OMB Circular No. A 133 audits are not satisfactorily and promptly addressed. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Grantees expending over \$750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. The Grantee further understands that funds may be withheld, or other related requirements may be imposed if outstanding audit issues from 2 CFR, Part 200, Subpart F – Audit Requirements audits are not satisfactorily and promptly addressed. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://eGrants.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. In addition, if an employee works more than 16 hours of regular time plus overtime in any single work day, CJD will not reimburse the grantee agency for the employee's overtime hours that exceed the 16 hours. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay,

on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

Nondiscrimination in Programs Involving Students – Grant funds may not be used to discriminate against or denigrate the religious or more beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Computer Network Requirements – Federal grant funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; however, nothing in this requirement limits the use of funds necessary for any federal, state, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

Prior Approval Requirement – Federal grant funds may not be used, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

2:00 PM

Agency Name: Travis County
 Project Title: Family Violence Accelerated Prosecution Program
 Current Grant Manager: Kim Heid

Grant/App: 2104406
 Status: Pending AQ Acceptance of Award
 Current Program Manager: Jason Buckner

Start Date: 9/1/2014
 End Date: 8/31/2015
 Liquidation Date:
 CFDA: 16.588
 Fund Source: WF-Violence Against Women Formula Grants

- [Eligibility](#)
- [Profile](#)
- [Narrative](#)
- [Activities](#)
- [Measures](#)
- [Budget](#)
- [Documents](#)
- [Conditions of Funding](#)
- [Accept Award](#)
- [Summary](#)
- [My Mail](#)
- [My Home](#)

General Information and Instructions

[View Introduction](#)

[View Certification and Assurances](#)

[View Instructions](#)

Statement of Grant Award (SOGA) Summary

The Statement of Grant Award (SOGA) is your official notice of award from the Office of the Governor (OOG). The approved budget is reflected in the Budget/Details tab for this record in eGrants. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant period and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following 'Post Award Conditions of Funding and Other Fund-Specific Requirements'.

Grant Number:	WF-Violence Against Women Formula Grants	Award Amount:	\$1,250,000
Date Awarded:	9/1/2014	Grantee Cash Match:	\$1,250,000
Program Fund:	WF-Violence Against Women Formula Grants	Grantee In Kind Match:	\$0
CFDA or State ID:	16.588	Total Project Cost:	\$1,250,000
Grantee Name:	Travis County		
Project Title:	Family Violence Accelerated Prosecution Program		
Grant Period:	9/1/2014 - 8/31/2015		
Liquidation Date:	8/31/2015		

Statement of Grant Award Documents

- [Congratulatory Letter and Instructions](#)
- [Grantee Responsibilities Memo](#)

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds

Back Home

79

THE STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION

WHEREAS, The County Commissioners of Travis County, Texas finds it in the best interest of the citizens of Travis County, that the Travis County Attorney's Office operate the Family Violence Accelerated Prosecution Program; and

WHEREAS, the Commissioners of Travis County have agreed to provide the minimum matching percentage for the said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

WHEREAS, County Commissioners of Travis County agrees that in the event of loss or misuse of the Criminal Justice Division funds, the County Commissioners of Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOVLED that the County Commissioners of Travis County, Texas approves submission of the Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation grant application to the Office of the Governor, Criminal Justice Division for support of the Travis County Attorney's Office's Family Violence Accelerated Prosecution Program.

Signed by: _____
Samuel T. Biscoe
Travis County Judge

Passed and Approved this _____(Day) of _____(Month), 2014 (Year)

Grant Application Number: 2104406

80



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Juvenile Probation Department/Food Services	
Contact Person/Title:	Sylvia Mendoza/Finacial Manager	
Phone Number:	854-7008	

Grant Title:	Texas Department of Agriculture - Direct Certification Award		
Grant Period:	From: <input type="text" value="Nov 1, 2014"/>	To: <input type="text" value="10/31/2015"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Agriculture		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	United States Department of Agriculture		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution <small>#595010 (Cash Match)</small>	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 274	\$ 0	\$ 0	\$ 0	\$ 274
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 274	\$ 0	\$ 0	\$ 0	\$ 274
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

81

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.					
2.					
3.					
+ - Measures for the Grant					
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval to accept an award of \$274 from the Texas Department of Agriculture (TDA) through the National School Lunch and Breakfast Program. The funds were awarded for the department's participation in the Direct Certification Program, and will be used to cover routine mileage in the department.

There is no required match, an no ongoing requirements connected to this grant.

PBO recommends approval.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The Texas Department of Agriculture (TDA) has awarded Travis County Juvenile Probation Department (TCJPD) funding in the amount of \$274.00 administration of direct certification of collecting household applications. There is no county match associated with this program. Direct certification is vital to ensuring children in-need receive healthy meals through the National School Lunch and Breakfast Program and helps ease the school district's administrative burden related to collecting household applications.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

None

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No County match is required.

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

The grant does not allow for indirect costs.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No County Commitment.

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

n/a

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

This grant will assist in payment for travel costs to attend free training available through the local Education Service Center or assist with associated training for staff or the time necessary for identifying directly certified students.



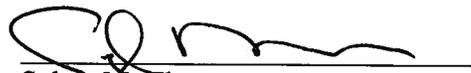
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Sylvia Mendoza
Financial Manager

SUBJECT: Texas Department of Agriculture - Direct Certification Award

DATE: October ¹⁵ 10, 2014

The Texas Department of Agriculture (TDA) has awarded Travis County Juvenile Probation Department (TCJPD) funding in the amount of \$274.00 administration of direct certification of collecting household applications. There is no county match associated with this program. Direct certification is vital to ensuring children in-need receive healthy meals through the National School Lunch and Breakfast Program and helps ease the school district's administrative burden related to collecting household applications.

Please review this item and place it on the **October 21st** Commissioner's Court agenda for their consideration and signature. Please contact Sylvia Mendoza @ 4-7008 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Patty Lennon
Darryl Harrison
Mari Nambi
Sylvia Mendoza
Etuk Inyang
Grant File

81

[Subscribe](#)[Share ▼](#)[Past Issues](#)[Trans](#)

Grant Award - Accept by November 1

Dear Superintendent:

Congratulations! Your district has been selected to receive funding in the amount of \$274.00 to assist the district increase its direct certification rate. Direct certification is vital to ensuring children in-need receive healthy meals through the National School Lunch and Breakfast Program and helps ease the school district's administrative burden related to collecting household applications.



If you accept the awarded funds, you have several options for how to use them to increase your district's direct certification rate. These options include payment for travel costs to attend free training available through your local Education Service Center or other options associated with training staff or the time necessary for identifying directly certified students. I hope these funds allow you the flexibility in procuring the resources needed to identify children eligible for free meals in the National School Lunch and Breakfast Programs. Awarded funds must be expended by October 31, 2015.

To accept the award, please complete the form "Direct Certification Award". This form is available in TXUNPS under the section "download forms". Please complete and submit by **November 1, 2014**. For additional instructions, please [click here](#).

For any additional information regarding this award, please contact 877-TEX-MEAL or SquareMeals@TexasAgriculture.gov. Your local Education Service Center can also assist in accepting this award.

Thank you for your commitment to the serving children in-need. I look forward to our continued partnership.

Sincerely,

Original Signed By

Angela Olige
Chief Administrator
Food and Nutrition

85

cc: Child Nutrition Director

This product was funded by USDA. This institution is an equal opportunity provider.

Copyright © 2014 Texas Department of Agriculture, All rights reserved.

[Unsubscribe from this list](#) [Update subscription preferences](#) [Forward to a Friend](#)

86

Texas Department of Agriculture

Acceptance of Direct Certification Award

Background

Direct Certification is the determination of a student's eligibility for free meals based on documentation obtained directly from the appropriate state or local agency or other authorized individual to certify certain children for free school meals without the need for household applications. Direct Certification is vital to ensuring children in-need receive health meals through the National School Lunch and Breakfast Programs and helps ease the school district's administrative burden related to collecting household applications.

The direct certification list contains records from the Texas Health and Human Services Commission (HHSC) of all children that are participants in either the Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance for Needy Families (TANF) program. This information is provided to the Texas Education Agency (TEA) that uses the Texas Public Education Information Management System (PEIMS) to match against the HHSC records. Records that TEA matches are considered State Level Matches. School districts may use the HHSC records to match their students that are not on the State Level Matches; this process is referred to as direct certification of the unmatched list.

Award Use

Awarded funds must be used to impact the number of directly certified students not identified in the State Level Match. Awarded funds must be expended by October 31, 2015.

District Profile

CE ID*

District Name*

Mailing Address (Street or P.O. Box)*

City*

State*

Zip Code*

Tax ID Number*

Contact Person Name*

Title*

Email Address*

Phone Number (xxx)xxx-xxxx + extension*

FAX Number (xxx)xxx-xxxx

Grant Selection

Please select one or more of the following options to increase the number of directly certified students not identified in the State Level Match. Awarded funds may not be spent outside of the below options.

DC Training

Training for staff related to the process of completing direct certification of the unmatched list.

Computer Training

Computer skill training for staff necessary to complete direct certification of the unmatched list

Overtime

Overtime pay for staff to perform or be trained on direct certification of the unmatched list

Equipment

Computer equipment, software or hardware necessary to complete the direct certification of the unmatched list

Expenses

Expenses, including travel costs and overtime pay, associated with attending free trainings offered by Education Service Centers related to Direct Certification. A listing on available trainings is available on SquareMeals.org.

Approval

The above information has been reviewed and the district attests to the information provided. If selected, the district agrees to implement the program in a manner consistent with the policies and procedures established by USDA and TDA.

Superintendent or Authorized Representative*

Date*



Submit

88



Travis County Commissioners Court Agenda Request

Meeting Date: 10/28/14

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

Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

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

- A. Proposed routine personnel amendments;
- B. Non-routine from Travis County Sheriff's Office for a variance to Travis County Code § 10.03008, promotion; and
- C. Non-routine from District Clerk's Office for a variance to Travis County Code § 10.03008, promotion.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 8.

B. Non-Routine Personnel Action – Pages 9 - 12.

Travis County Sheriff's Office requests approval for a promotion that is above midpoint and greater than a 5% increase in salary. Travis County Code § 10.03008, Position 30001952, Health Services Supv, PG 23. HRMD has reviewed supporting documentation; and supports the promotion; PBO has confirmed sufficient funds.

C. Non-Routine Personnel Action – Pages 9, 13 - 15.

District Clerk's Office requests approval for a promotion that is above midpoint and greater than a 5% increase in salary. Travis County Code §10.03008, Position 30001151, Court Services Mgmt Adm Coord, PG 18. HRMD has reviewed supporting documentation; and supports the promotion; PBO has confirmed sufficient funds.

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

STAFF RECOMMENDATIONS:

N/A

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

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Debbie Maynor, Human Resources Management Department, 854-9170

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



HRMD Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

October 28, 2014

ITEM # :

DATE: October 17, 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: Leroy Nellis, County Executive, Planning and Budget *LN*

FROM: Debbie Maynor, Director, HRMD *DM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 8.

B. Non-Routine Personnel Action – Pages 9 - 12.

Travis County Sheriff's Office requests approval for a promotion that is above midpoint and greater than a 5% increase in salary. Travis County Code § 10.03008, Position 30001952, Health Services Supv, PG 23. HRMD has reviewed supporting documentation; and supports the promotion; PBO has confirmed sufficient funds.

C. Non-Routine Personnel Action – Pages 9, 13 - 15.

District Clerk's Office requests approval for a promotion that is above midpoint and greater than a 5% increase in salary. Travis County Code §10.03008, Position 30001151, Court Services Mgmt Adm Coord, PG 18. HRMD has reviewed supporting documentation; and supports the promotion; PBO has confirmed sufficient funds.

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

LN/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 / Grade / Level / Salary/Rate Armt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Armt
New Hire	New Hire	10/13/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30005623 / School Crossing Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD11 / 00 / \$13.00
New Hire	New Hire	10/20/2014	N/A	N/A	1750 - Criminal Justice Planning	30005147 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
New Hire	New Hire	09/16/2014	N/A	N/A	3100 - County Attorney	30000880 / Social Services Program S / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$14.54
New Hire	New Hire	09/16/2014	N/A	N/A	3150 - County Clerk	30006542 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$10.00
New Hire	New Hire	10/06/2014	N/A	N/A	3150 - County Clerk	30006789 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	10/01/2014	N/A	N/A	3150 - County Clerk	30006848 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00

2

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	10/01/2014	N/A	N/A	3150 - County Clerk	30006839 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	10/06/2014	N/A	N/A	3150 - County Clerk	30006775 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	10/01/2014	N/A	N/A	3150 - County Clerk	30006840 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	10/06/2014	N/A	N/A	3150 - County Clerk	30006846 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	10/06/2014	N/A	N/A	3150 - County Clerk	30006788 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	10/17/2014	N/A	N/A	3500 - Sheriff	30005896 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	10/16/2014	N/A	N/A	3500 - Sheriff	30002224 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	10/13/2014	N/A	N/A	3650 - Juvenile Probation	30004141 / Psychologist / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$61,256.00
Re-Hire	Re-Hire	10/01/2014	N/A	N/A	3150 - County Clerk	30006843 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
Re-Hire	Re-Hire	09/25/2014	N/A	N/A	3150 - County Clerk	30006845 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
Mobility	Career Ladder	10/07/2014	3500 - Sheriff	30005915 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30005915 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	10/07/2014	3500 - Sheriff	30002286 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002286 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Interdpt Change	10/13/2014	3415 - Justice of the Peace Pct 4	30001702 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$36,692.80	1600 - Juvenile Public Defender	30003950 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$38,750.40

4

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	3000366 / Project Mgr I / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$84,944.70	1400 - Information Technology Service	3000366 / Business Consultant II / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$89,144.70
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	30050186 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$78,340.64	1400 - Information Technology Service	30050186 / Business Analyst III / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$80,660.85
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	30000428 / Network Architect I / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$91,240.54	1400 - Information Technology Service	30000428 / Network Operations Mgr / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$98,450.00
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	30000387 / Systems Engineer II / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$76,100.00	1400 - Information Technology Service	30000387 / Systems Engineer III / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$78,956.53
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	30000408 / Systems Engineer III / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$88,538.46	1400 - Information Technology Service	30000408 / Systems Architect I / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$93,038.46
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	30000367 / Technical Trainer I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$70,135.95	1400 - Information Technology Service	30000367 / Technical Trainer II / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$70,135.95
Mobility	Reclassification	10/02/2014	3050 - Tax Collector	30000254 / Accountant Clerk / 1 - Regular / 04 - Part Time Non-Exempt / GRD12 / 00 / \$19,745.82	3050 - Tax Collector	30000254 / Accountant Assoc / 1 - Regular / 04 - Part Time Non-Exempt / GRD14 / 00 / \$20,323.19

6

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Current Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	New Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Part-Time Hours Increase	10/01/2014	1850 - Health and Human Sv and Vet Sv	30005966 / Planner / 1 - Regular / 03 - Part Time Exempt / GRD19 / 00 / \$26,619.92	1850 - Health and Human Sv and Vet Sv	30005966 / Planner / 1 - Regular / 03 - Part Time Exempt / GRD19 / 00 / \$39,929.88
Mobility	Promotion	10/01/2014	3100 - County Attorney	30000838 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$31,976.32	3100 - County Attorney	30000831 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	30000327 / Financial Analyst / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$58,044.38	1400 - Information Technology Service	30000327 / Financial Analyst Sr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$60,466.58
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	30000349 / Customer Support Specialist / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$82,204.46	1400 - Information Technology Service	30000349 / Business Consultant I / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$84,988.80
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	30000410 / Systems Engineer II / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$69,095.87	1400 - Information Technology Service	30000410 / Network Engineer II / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$69,095.87
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	30000339 / Project Mgr I / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$87,838.27	1400 - Information Technology Service	30000339 / Project Mgr II / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$90,937.60
Mobility	Reclassification	10/01/2014	1400 - Information Technology Service	30000326 / Financial Mgr / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$91,105.70	1400 - Information Technology Service	30000326 / Administrative Services Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$100,000.00

5

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30001077 / Court Clerk II / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$40,300.56	3200 - District Clerk	30001077 / Records Analyst / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$43,766.89
Mobility	Temporary to Regular	10/16/2014	3150 - County Clerk	30001061 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$11.87	3150 - County Clerk	30000965 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$32,052.80
Salary Change	Salary/Hourly Rate Change	10/16/2014	1450 - Facilities Management	30000440 / Financial Mgr / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$81,088.70	1450 - Facilities Management	GRD26 / 00 / \$85,143.14
Salary Change	Salary/Hourly Rate Change	10/16/2014	1450 - Facilities Management	30000579 / Building Maintenance Supt / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$46,226.06	1450 - Facilities Management	GRD17 / 00 / \$48,537.36
Salary Change	Salary/Hourly Rate Change	10/16/2014	1450 - Facilities Management	30000445 / Contract Compliance Specialist / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$54,826.51	1450 - Facilities Management	GRD21 / 00 / \$56,471.31

8

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Reclassification	10/02/2014	3050 - Tax Collector	30000131 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$39,297.33	3050 - Tax Collector	30000131 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,297.33
Mobility	Reclassification	10/02/2014	3050 - Tax Collector	30000124 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$39,868.92	3050 - Tax Collector	30000124 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$41,034.99
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30050804 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$81,340.00	3200 - District Clerk	30050804 / Business Analyst III / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$87,131.10
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30001155 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$51,817.09	3200 - District Clerk	30001155 / Records Analyst / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$53,550.26
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30001116 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$32,158.40	3200 - District Clerk	30001116 / Court Clerk II / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$35,186.65
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30001135 / Court Clerk II / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$45,066.86	3200 - District Clerk	30001135 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$46,686.66
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30001167 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$33,300.99	3200 - District Clerk	30001167 / Court Clerk II / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$36,329.24

7

NON-ROUTINE ACTIONS						
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	10/15/2014	3500 - Sheriff	30005908 / Registered Nurse Charge Nurse / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$68,549.87	3500 - Sheriff	30001952 / Health Services Supv / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$81,171.86
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30001151 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$50,483.76	3200 - District Clerk	30001151 / Court Services Mgmt Adm Coord / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$54,192.19

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

 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

9



Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: October 17, 2014

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

VIA: Leroy Nellis, County Executive, Planning & Budget

FROM: Debbie Maynor, Director of HRMD

SUBJECT: TCSO - Non-Routine Salary Action, Position 30001952

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

TCSO's Request:

TCSO requests approval to increase the pay of one Registered Charge Nurse (PG 22) by \$12,621.99 upon promotion to Health Services Supervisor (PG 23). The resulting pay differential is approximately 18.41 percent. The pay action would apply to the following position:

<u>From</u>	<u>To</u>
Position 30005908	Position 30001952
Registered Charge Nurse	Health Services Supv
PG 22	PG 23
\$68,549.87	\$81,171.86

Policy:

Travis County Code §10.03008(b)(3) states that Elected Officials do have flexibility in determining the amount of pay in the event of a promotion but that if the increase is greater than 5% and above midpoint the action is non-routine.

Issues:

The increase associated with this promotion is greater than 5% and the resultant salary is above the midpoint of PG 23 (\$77,306.53). By policy, the action is non-routine.

Recommendation:

HRMD recommends approval of the action. While midpoint may have been a more prudent placement in most cases, this employee will be moving from a non-exempt position to an exempt position, thus eliminating the opportunity to accrue overtime pay. The elimination of this earning opportunity requires higher compensation be offered. PBO has confirmed funding is available. The new pay rate will be effective October 15, 2014.

//



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Law Enforcement

WES PRIDDY
Major - Corrections

MARK SAWA
Major - Administration & Support

October 13, 2014

To: Todd L. Osborn

From: Greg Hamilton

Subject: Salary Increase *Position 30001952*

I am requesting a salary adjustment for " " who currently serves as an RN Charge Nurse. I am promoting her to fill the Health Services Supervisor position. Her current salary is \$68,549.87 which is currently above midpoint on pay grade 22. The other Health Services Supervisor currently earns \$82,171.86 at pay grade 23. I have decided to bring " " in at 5% above midpoint at pay grade 83 which is \$81,171.86.

I appreciate your consideration and approval in resolving this issue. Please advise if there are any questions.

Thank you.

GH
GH/cw

cc: Mark Sawa, Major
Kate Kearney, HR Mgr.



Safety, Integrity, Tradition of Service



Human Resources Management Department



700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: October 17, 2014

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

VIA: Leroy Nellis, County Executive, Planning and Budget Office

FROM: Debbie Maynor, Director of Human Resources

SUBJECT: District Clerk Non-Routine Salary Action Position #30001151

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

District Clerk Request:

The District Clerk's Office requests approval to pay one Ct Svs Mgt Admin Coord (PG 18) at a rate of \$54,192.19 upon reclassification from Court Clerk II Sr. The rate would result in an annual increase in pay of \$3,708.43. This translates to 7.35%. The action would apply to the following position:

From:

<u>Position #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
30001151	Court Clerk II Sr	16	\$50,483.76

To:

<u>Position #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
30001151	Ct Svs Mgt Admin Coord	18	\$54,192.19

Policy

Travis County Code §10.03008(b) states that existing employees that are promoted and receive greater than 5% and are placed above midpoint must be approved by Commissioners Court.

Issue

The proposed salary increase places the employee beyond the midpoint of PG 18 (\$52,977.60) and the proposed increase is greater than 5%. By policy, this makes the proposed salary action non-routine.

Recommendation

HRMD recommends approval of the proposed salary. The proposed salary is within the pay grade and the proposed increase is consistent with the intent of the stated policy. PBO has confirmed funding availability and the reclassification of the position was approved as part of the FY 2015 Budget. The action is scheduled to be effective October 1, 2014.



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

MEMORANDUM

October 16, 2014

TO: Gloria Villarreal, HR Analyst I

FROM: Robert Chappell, Financial Manager

CC: Laura Jones, Financial Analyst

As part of the District Clerk's FY2015 budget process, the office self-funded a reclassification of position #30001151 from Court Clerk II Sr. (grade 16) to Court Services Mgmt. Adm. Coordinator (grade 18).

This action was taken to better match the work content, duties, and responsibilities assigned to this position within the Travis County list of job classifications. Based on the prescribed formula for such reclassifications, the new salary for the incumbent employee should be \$54,192.19.

Please include this on the personnel amendments for Commissioners Court, and let me know if you need any further information to process this request. Thank you.

2014 OCT 15 AM 10:34
PERSONNEL

15

Administrative Offices
(512) 854-9737
Fax: 854-4744

Civil and Family Division
(512) 854-9457
Fax: 854-6610

Criminal Division
(512) 854-9420
Fax: 854-4566

Jury Office
(512) 854-4295
Fax: 854-4457



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

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

Elected/Appointed Official/Dept. Head: Leroy Nellis, County Executive *Leroy Nellis*

Succession

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 \$683,056.24 for the period of October 10 to October 16, 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 \$683,056.24.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$683,056.24

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: October 28, 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: October 10 to October 16, 2014

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$683,056.24

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 \$683,056.24.

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
OCTOBER 10, 2014 TO OCTOBER 16, 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: October 28, 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: October 10, 2014
 TO: October 16, 2014

REIMBURSEMENT REQUESTED: \$ 683,056.24

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,384,618.41
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: October 21, 2014	\$ (1,701,688.17)
SAP corr	\$ -
Misc Adj	\$ 126.00
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 683,056.24
TRANSFER OF FUNDS REQUESTED:	\$ 683,056.24

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

All claims over \$25,000 (2 this week totaling \$72,817.29) 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.

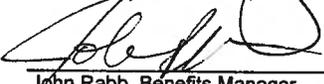
Fifteen percent (15%) of all claims under \$25,000 (\$96,271.89) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$300,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by United Healthcare; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from UHC total \$0.00.

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.


 Debbie Mayner, Director, HRMD 10.17.2014
Date

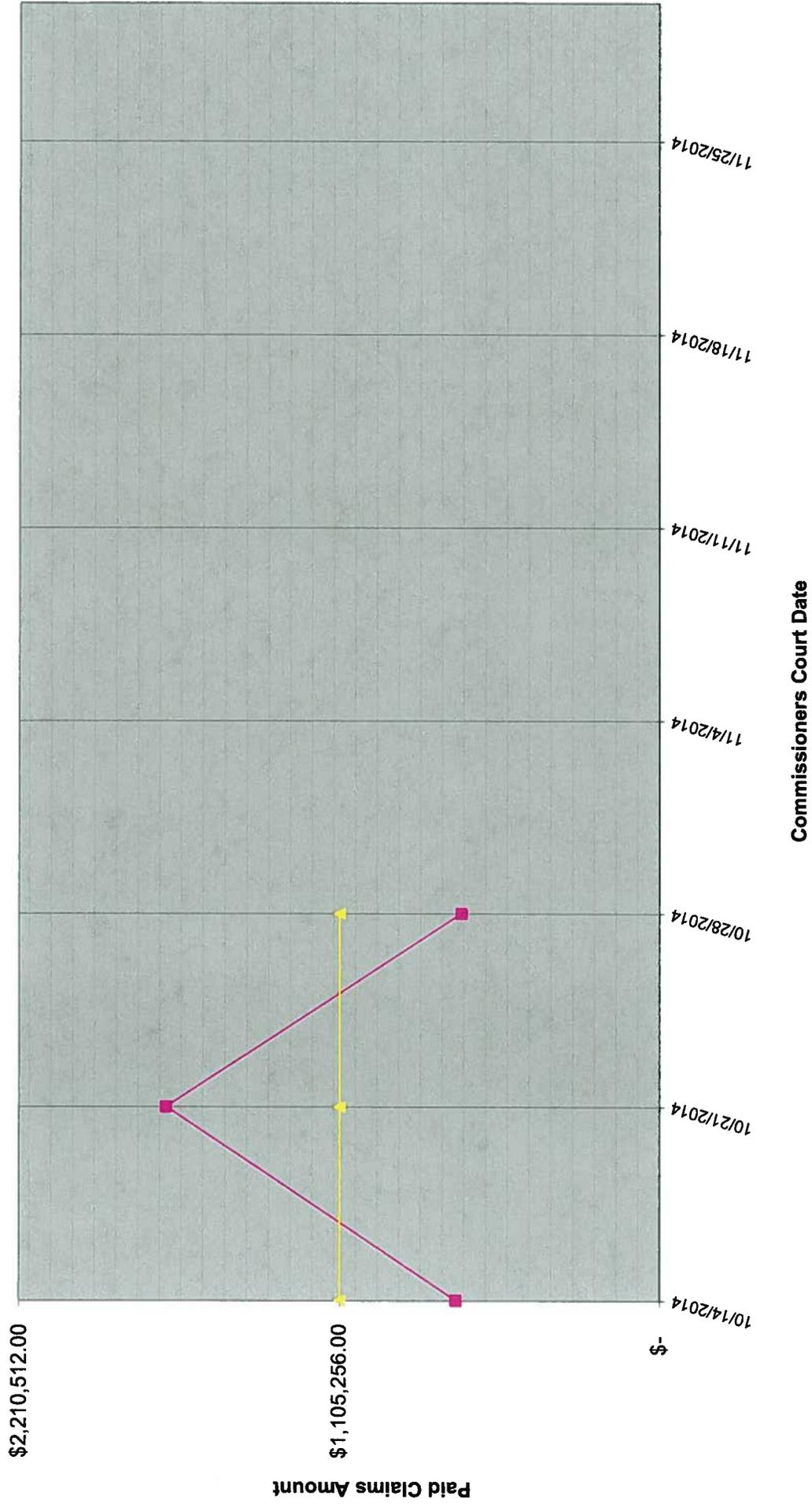

 John Rabb, Benefits Manager 10/17/14
Date


 Shannon Steele, Benefits Administrator 10/17/14
Date


 Norman McRee, Financial Analyst 10/17/14
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
 FY15 Paid Claims vs Original Weekly Claims Budget of \$1,105,255.79**



**Travis County Employee Benefit Plan
FY15 Weekly Paid Claims VS Weekly Budgeted Amount**

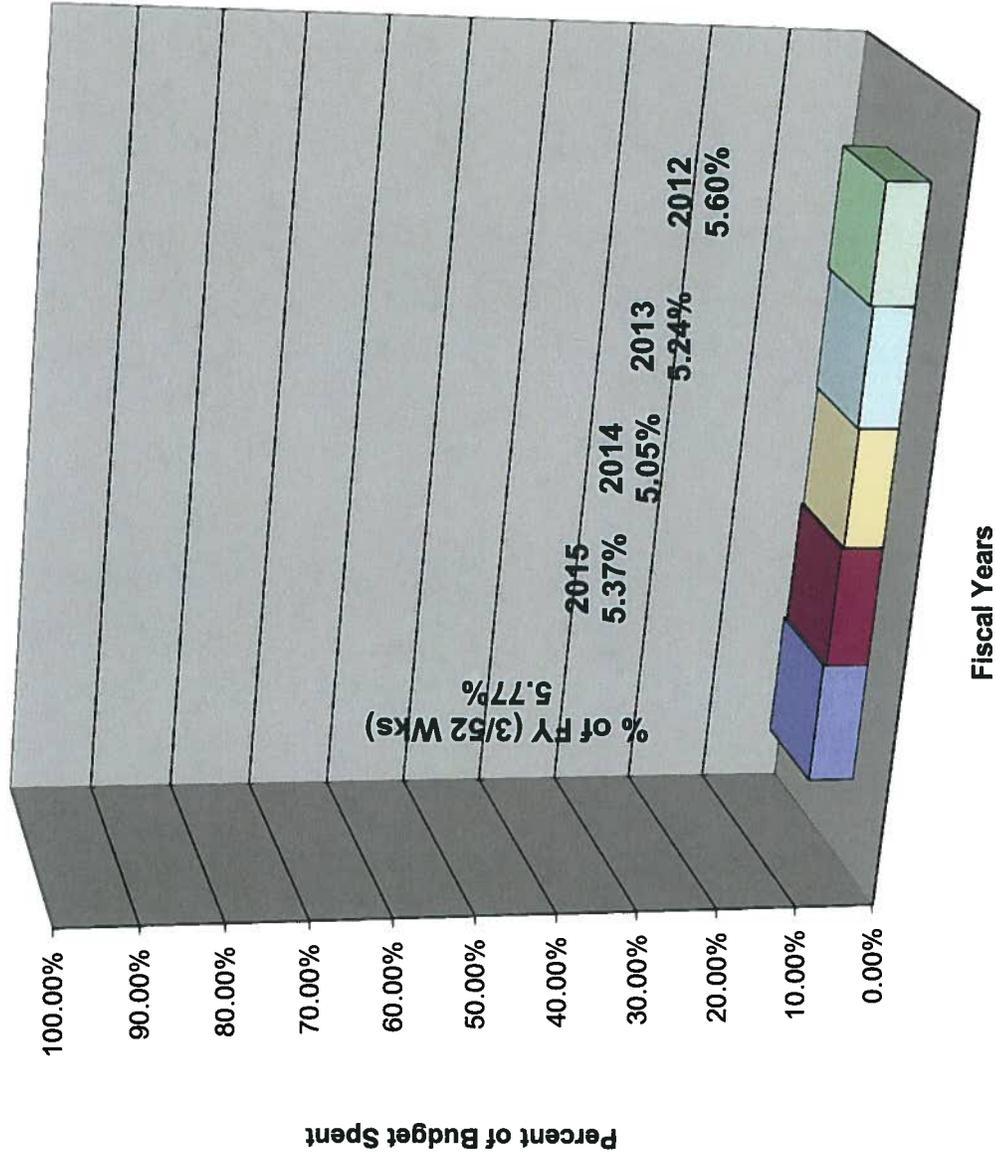
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2015 % of Budget Spent	FY 2014 % of Budget Spent
1	9/26/2014	10/2/2014	10/14/2014	\$ 702,414.24	\$ 1,105,255.79	1	\$ 36,024.96	1.22%	1.54%
2	10/3/2014	10/9/2014	10/21/2014	\$ 1,701,688.17	\$ 1,105,255.79	3	\$ 276,037.29	4.18%	3.83%
3	10/10/2014	10/16/2014	10/28/2014	\$ 683,056.24	\$ 1,105,255.79	2	\$ 72,871.17	5.37%	5.05%
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									

Claims (net) & Budget to Date	\$ 3,087,158.65	\$ 3,315,767.37	stop loss	\$ -
Gross Paid Claims over (under) Revised Budget	\$ (228,608.72)			

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 3**





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

Secured Message

[Reply](#) [ReplyAll](#)

From: SIFSFX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: October 17, 2014 5:46:52 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: 2014-10-17 REQUEST AMOUNT: \$2,384,618.41

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

CALCULATION OF REQUEST AMOUNT	
+ ENDING BANK ACCOUNT BALANCE FROM: 2014-10-16	\$328,919.79
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$2,339,121.21</u>
+ CURRENT DAY NET CHARGE:	\$45,497.20
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	<u>\$2,384,618.41</u>

ACTIVITY FOR WORK DAY: 2014-10-13

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$61,104.99	\$00.00	\$61,104.99
TOTAL:	\$61,104.99	\$00.00	\$61,104.99

ACTIVITY FOR WORK DAY: 2014-10-14

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
-----------	-------	-----------	------------

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_10_16

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	1.39	QG	93901072	AA		5	100	10/17/2014	10/16/2014
701254	632	0.80	QG	22592268	AH		9	100	10/14/2014	10/16/2014
701254	632	0.50	PH	77340880	AH		1	20	10/16/2014	10/16/2014
701254	632	0.50	QG	32615246	AH		16	100	10/15/2014	10/16/2014
701254	632	0.20	QG	52605830	AH		8	100	10/17/2014	10/16/2014
701254	632	0.01	QG	12608542	AH		9	100	10/15/2014	10/16/2014
701254	632	0.01	QG	12608542	AH		9	100	10/15/2014	10/16/2014
701254	632	0.01	QG	12608542	AH		9	100	10/15/2014	10/16/2014
701254	632	0.01	QG	12608542	AH		1	100	10/15/2014	10/16/2014
701254	632	0.01	QG	12608542	AH		5	100	10/15/2014	10/16/2014
701254	632	0.01	QG	12608542	AE		6	100	10/15/2014	10/16/2014
701254	632	0.01	QG	12608542	AE		1	100	10/15/2014	10/16/2014
701254	632	0.01	QG	12608542	AA		5	100	10/15/2014	10/16/2014
701254	632	0.01	QG	12608542	AA		5	100	10/15/2014	10/16/2014
701254	632	(7.52)	QG	72487144	AH		3	50	10/15/2014	10/16/2014
701254	632	(75.00)	QG	82440113	AH		1	50	10/15/2014	10/16/2014
701254	632	(98.61)	PH	86062166	AA		7	50	10/14/2014	10/16/2014
701254	632	(119.85)	QG	4659482	AH		9	50	10/17/2014	10/16/2014
701254	632	(157.25)	QG	4659482	AH		8	50	10/16/2014	10/16/2014
701254	632	(204.50)	QG	4069128	AH		11	50	10/15/2014	10/16/2014
701254	632	(417.46)	QG	12463550	AH		1	50	10/16/2014	10/16/2014

\$ 683,056.24

Travis County Employee Health Benefits Fund

UHC Payments Deemed Not Reimbursable

For the payment week ending: 10/16/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT #	ISS_DATE	TRANS CODE	TRANS_DATE
---------	-----------	-----	-------	-----	--------------	----------	------------	------------

Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/16/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount	
CEPO	EE	1110068956	516010	\$	65,351.48
	RR	1110068956	516110	\$	4,898.30
				\$	-
			Total CEPO	\$	70,249.78
EPO	EE	1110068956	516030	\$	53,011.75
	RR	1110068956	516130	\$	15,335.26
			Total EPO	\$	68,347.01
PPO	EE	1110068956	516020	\$	466,935.24
	RR	1110068956	516120	\$	77,524.21
			Total PPO	\$	544,459.45
			Grand Total	\$	683,056.24



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number: Gabe Stock, AIA, LEED AP, 854-5240

Dept. Head: Roger A. El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leroy Nellis, Acting County Executive, PBO, 854-9066

Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action to relocate Wellness Clinic from University Savings Building, 2nd floor, to 700 Lavaca Building, 9th floor.

BACKGROUND/SUMMARY OF REQUEST:

The Wellness Clinic is located on the 2nd floor of the University Savings Building (USB) at 1010 Lavaca Street which has accessibility limitation and layout issues. Currently, the access to Wellness Clinic is either through the Counseling and Education Services Intake Office or up the exterior stairs to the 2nd floor. In addition, the Wellness Clinic's layout for the waiting and reception area is small and does not project a needed patient privacy. The current space at USB, 2nd floor, is 3,100 Square Feet (SF). A major renovation is needed to correct the deficiencies in the current location of the Wellness Clinic layout but the accessibility limitation will continue to exist.

A lease of 3,200 SF to a current private tenant located on the 9th floor of 700 Lavaca Building will expire at the end of July 31, 2015.

The relocation of the Wellness Clinic from USB, 2nd floor to 700 Lavaca Building, the 9th floor, will solve both the accessibility and the layout issues.

The Facilities Management Department (FMD) staff will program and design the Wellness Clinic space at 700 Lavaca 9th floor in FY15. Renovation of the 9th floor of the 700 Lavaca Building will take place the first quarter of FY16 and the Wellness Clinic staff would move in January 2016. FMD has been collaborating with the Human Resources Management Department (HRMD) and HRMD supports this request.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends the approval of relocating the Wellness Clinic from the USB, 2nd floor, to the 700 Lavaca Building, 9th floor.

ISSUES AND OPPORTUNITIES:

The relocation of the Wellness Clinic from USB 2nd floor to 700 Lavaca Building, 9th floor, will

- Eliminate the accessibility limitation,
- Improve the waiting and reception areas
- Increase patient privacy
- Provide larger exam rooms
- Provide appropriate office space for the doctors and staff.

The new space at 700 Lavaca Building, 9th floor, will provide adequate space to meet the Wellness Clinic's needs of 2035 projection.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY15 = None

FY16 = the renovation cost will be submitted in FY16 budget.

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Meeting Date: 10/28/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson Planning and Budget Office, 854-9346

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

ASCN for Leroy Nellis

AGENDA LANGUAGE:

Consider and take appropriate action regarding:

- 1.) Adoption of an order to nominate Rackspace as an Enterprise Project, and
- 2.) An order to identify and summarize available local incentives.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County has been asked to nominate Rackspace as an Enterprise Project under the Office of the Governor's Enterprise Zone program. A public hearing to nominate Rackspace as an enterprise project was held on October 21, 2014. Attached are the final orders and exhibits that are required by statute for Travis County to approve in order for Rackspace to complete their application to the Governor's Office for consideration as an Enterprise Zone project.

STAFF RECOMMENDATIONS:

Applications to the Enterprise Zone programs are outside the bounds of the Travis County Economic Development policy, since the company is not requesting a Ch. 381 agreement for tax incentives. PBO recommends nominating Rackspace for the Enterprise Zone program due to the level of capital investment as well as the job creation and retention levels. The company is also planning to partner with Austin Community College (ACC) which is in line with the County's workforce development initiatives.

ISSUES AND OPPORTUNITIES:

Rackspace is planning to invest \$32 million in a new data center facility located at the Highland Mall space, now owned by ACC. They expect to create 500 jobs over 10 years, including 100 entry level positions. The company will also retain 602 existing jobs in Travis County. The average wage is expected to be \$88,618. Working with ACC they will create internships and other workforce development programs for local workers and students.

FISCAL IMPACT AND SOURCE OF FUNDING:

The Enterprise Zone program is a state program. The County is not expected to offer any incentives. The County will receive ad valorem property taxes on the new business

personal property value created by this program. Estimates on new property taxes for this project are estimated from \$800,000 to \$950,000 over a ten year period.

Under the Enterprise Zone program, Rackspace will have the maximum expected incentive of \$1,250,000 in rebate state sales tax. The sales tax rendered to the City of Austin and Capital Metro will be unaffected.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
Melissa Velasquez

ORDER NOMINATING
RACKSPACE
AS AN ENTERPRISE PROJECT

WHEREAS, Travis County has the authority to make this nomination pursuant to Texas Government Code, Chapter 2303, "The Texas Enterprise Zone Act" ("the Act"), specifically Section 2303.004(b) whereby the governing body of a county with a population of one million or more may nominate for designation as an enterprise project a qualified business that is located within the jurisdiction of a municipality located in the county.

WHEREAS, Travis County desires to assist businesses in severely distressed areas of the County and provide incentives to induce private investment.

WHEREAS, the project proposed is located in an area designated as an Enterprise Zone pursuant to the Act.

WHEREAS, Rackspace meets the requirements as a Qualified Business under the Act being engaged in or providing substantial commitment to initiate active conduct of business in an Enterprise Zone where at least 25% of the new employees will be residents of an Enterprise Zone or economically disadvantaged (as defined by the Act);

WHEREAS, Rackspace ("Company") has requested that Travis County nominate the proposed business as an Enterprise Project.

WHEREAS, the Company will participate as an expansion or relocation from out-of-state; an expansion, renovation or new construction; or other property to be undertaken.

WHEREAS, Travis County hereby designates County Executive for Planning & Budget as the liaison to oversee enterprise projects and to communicate and negotiate with the bank, the enterprise project and other entities in the Enterprise Zone pursuant to Section 2303.204 of the Act; and notes the following information regarding the liaison pursuant to Section 2303.4052(3) of the Act:

Name:	Leroy Nellis (or his successor)
Title:	County Executive for Planning & Budget
Address:	700 Lavaca St, Ste 1560, Austin TX 78701
Telephone Number:	512-854-9106
Electronic Mail Address:	leroy.nellis@traviscountytexas.gov

WHEREAS, pursuant to applicable terms of the Act, Travis County:

1. Agrees to submit an annual report no later than October 1 of each year containing the information required by the statute and the bank, pursuant to Section 2303.205 of the Act;¹ and
2. Hereby approves the request made by Rackspace for application to the bank for designation of a project or activity as an enterprise project based on expansion and renovation and creation of 500 new permanent jobs and retention of 602 existing employees; and
3. Approves the request by Rackspace to apply to the bank for designation of the project as an Enterprise Project pursuant to Section 2303.405 of the Act; and
4. Includes as a part of this Order the following which are attached to this Order:
 - Exhibit 1 - Economic Analysis of the plans for expansion, revitalization or other activity including the information required under 2303.405(b); and
 - Exhibit 2 - Identification and summarization of local incentives available within Travis County (but not promised to Company by Travis County) pursuant to Sections 2303.4051(b) and 2303.4051(c)(2) of the Act; and
 - Exhibit 3 - Copies of the public notices from the newspaper and as posted at the courthouse, and the letter to the bank with the notice; and

Exhibit 4 - Certified copy of Order identifying and summarizing local incentives. 2303.0452(1); and
Exhibit 5 - Transcript of public hearing(s) with respect to local incentives available pursuant to Section 2303.0452(2) of the Act; and
Exhibit 6 - Documentation showing the number of employment positions at the qualified business site pursuant to Section 2303.4052(4) of the Act; and
Exhibit 7 - Official census map with location of business; and
Exhibit 8 - Description of effort of Travis County to achieve development and revitalization of the area; and how the designation of this Enterprise Project will contribute to that effort.

5. States that the project is located in an area designated as an Enterprise Zone pursuant to Section the Act.

6. States that, to the best of its knowledge, Travis County has read and is in compliance with Texas Government Code, Chapter 2303, and other applicable statutes as to this nomination.

WHEREAS, Travis County acknowledges that:

1. The County has received information that Rackspace has been certified as a "qualified business;" and
2. The enterprise project designation is for the expansion and renovation of the property pursuant to Section 2303.404(b) of the Act, and for
500 job creation
602 job retention
3. The designation period for the enterprise project begins December 1, 2014, and ends December 1, 2019 pursuant to Section 2303.404(c) of the Act; and
4. Travis County held a public hearing October 21, 2014, pursuant to Section 2302.4051(e) of the Act; and
5. Rackspace has represented that it will make in investment of over 32 million dollars (\$32,000,000.00) during the designation period.

NOW THEREFORE, TRAVIS COUNTY, as of this 28th day of October, 2014, hereby:

1. Nominates Rackspace as an Enterprise Project. pursuant to Texas Government Code, Section 2303.4051(c)(3); and
2. Finds that Rackspace meets the criteria of the Act to be designated as an Enterprise Project; and
3. Finds that Rackspace meets the requirements of the Act to be a qualified business; and
4. Finds that there has been and will continue to be a high level of cooperation between public, private and neighborhood entities in the area in furthering economic development in the area; and
5. Finds that the designation of Rackspace as an Enterprise Project will contribute significantly to the achievement of the plans of Travis County for development and revitalization of the area; and
6. Submits this Nomination with the required nonrefundable \$750 application fee; and
7. Certifies that the contents of this Order are, to the best of its knowledge, true and correct.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Pct. 1

Bruce Todd
Commissioner, Pct. 2

Gerald Daugherty
Commissioner, Pct. 3

Margaret Gómez
Commissioner, Pct. 4

EXHIBIT 1
ECONOMIC ANALYSIS OF RACKSPACE PLANS

1. Number of employment positions in existence at Rackspace on the 91st day before the application deadline: 602
2. Number of new permanent jobs Rackspace commits to create during the designation period: 500
3. Number of permanent jobs Rackspace commits to retain during the designation period:

Job Category	Positions	Base Wage Range
Entry Level	100	Max: 108,160; Min: 31,200; Avg: 53,788
Staff	320	Max: 189,000; Min: 37,213; Avg: 89,883
Supervisor	40	Max: 157,500; Min: 47,288; Avg: 99,901
Manager	20	Max: 205,000; Min: 85,000; Avg: 135,533
Executive	20	Max: 300,000; Min: 99,330; Avg: 167,053
TOTAL	500	Max: 300,000; Min: 31,200; Avg: 88,931

4. Amount of investment to be made by Rackspace: \$32,300,000
5. Description of the projected schedule for activity:
Rackspace commits to make capital investment in Travis County on the following schedule:

2014	\$ 2,000,000.00
2015	\$28,000,000.00
<u>2017</u>	<u>\$ 2,300,000.00</u>
Total	\$32,300,000.00

6. Description of local effort by County, Rackspace and other affected entities to develop and revitalize the jurisdiction of the County:

Both Travis County and the City of Austin have procedures in place to provide services, incentives and regulatory relief authorized by law and to negotiate with Rackspace and with other local groups or businesses to achieve the public purposes of the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303 ("Act"). County procedures are more fully described in Exhibit 2 of this Order.

EXHIBIT 2
IDENTIFICATION AND SUMMARIZATION OF
LOCAL INCENTIVES

	Name of Incentive	Description of Incentive
1	Tax Increment Financing	Travis County has and may offer incentives under the Tax Increment Financing Act for redevelopment and community projects.
2	Freeport Exemption	The Constitution allows Travis County to exempt certain types of tangible personal property from ad valorem taxes.
3	Homestead Exemption	Travis County does provide for the maximum homestead exemption allowed by law
4	Building Code Exemptions	Certain building code exemptions may be allowed to expedite the development process through Travis County Transportation and Natural Resources Department (TNR)
5	Streamlined Permitting	The County may allow permit applications and supporting materials to be tendered to one department for distribution to the appropriate County departments
6	Fire and Police Protection	Safety and protection of County residents is provided through the Travis County Sheriff's Department, the Austin Fire Department and local Emergency Services Districts, and the Austin/Travis County Emergency Services Department.
7	Community Crime Prevention Programs	The Travis County Sheriff's Department and Austin Police Department provide various crime prevention programs in conjunction with other local entities
8	Capital Improvements in Water and Sewer Facilities	Travis County can provide resources for capital improvement plans related to water and sewer services through Travis County TNR
9	Road Repair	Travis County provides road and bridge maintenance in rural Travis County through TNR; the City of Austin provides these services within the City of Austin
10	Housing Rehabilitation and Purchase Programs	Travis County, through the County or various County Corporations, provides programs including funding for home purchase and weatherization repairs
11	Dispute Resolution	The County has contract(s) with non-profit(s) to provide certain dispute resolution services
12	Promotion and Marketing	Travis County benefits from the promotion and marketing services provided through the Greater Austin Chamber of Commerce and the Austin Economic Growth and Redevelopment Services Office
13	Job Training and Employment Services	Travis County participates with the Workforce Solutions - Capital Area Workforce Board and other non-profit agencies to provide workforce training and employment services, retraining programs and literacy programs.
14	Creation or Improvement of Parks	Creation, improvement and maintenance of County parks is provided through TNR
15	Special Public Transportation	Travis County contracts with non-profits to provide certain transportation to eligible county residents
16	Tax Incentives	Travis County has and may offer incentives under the Chapter 381, Texas Local Government Code, for redevelopment and community projects.

Travis County and Rackspace agree that no incentives have been granted or promised to Rackspace related to this nomination as an Enterprise Zone Project.

EXHIBIT 3

COPIES OF PUBLIC NOTICES

The Travis County Commissioners Court will conduct a public hearing on October 21, 2014, at 9:00 A.M. at the Commissioners Courtroom, on the first floor of the Travis County Administration Building at 700 Lavaca St, Austin, Texas, to consider comments concerning the adoption of an order to participate in the Texas Enterprise Zone Program, to nominate Rackspace as an Enterprise Project, and an order to identify and summarize available local incentives. Rackspace is requesting approval of their request for nomination under the statutory provisions related to job retention and capital investment. The hearing will include discussion of any tax or other incentives which might be available to the Texas Enterprise Zone Program under existing Travis County policy, but which is not currently proposed for the Rackspace project, and consideration of the nomination of Rackspace., located at 9001 N IH 35 #150 Austin, Texas, to the Office of the Governor as a Texas Enterprise Project. All interested parties are encouraged to attend and present their views. For additional information, contact the office of the Honorable Judge Samuel T. Biscoe (512-854-9555).

EXHIBIT 4

**CERTIFIED COPY OF ORDER IDENTIFYING AND SUMMARIZING
LOCAL INCENTIVES**

(to be provided upon availability)

EXHIBIT 5

TRANSCRIPT OF PUBLIC HEARING

**Travis County Commissioners Court
Voting Session
Oct 21, 2014 9:00 AM**

Please note that the closed captioning text and resulting transcripts are created live during the meeting, may contain occasional errors, and are not intended to represent a verbatim transcript or official record.

9:13
AM

> good morning. I call to order this October 21, 2014 voting session of the travis county commissioners court. Commissioner Davis will miss today's meeting. We did receive an email from the county attorney yesterday indicating that on item 26 there is no update and let's try2to have it back on next week. Number 26 in executive session. We also learned from the fire marshal yesterday that there is no burn ban in place and the recommendation is that we not adopt one. @ so by taking no action on item 2, basically we preserve the status quo which is residents are free to burn and we request that thty do so safely. Item number 1 is a public hearing to receive comments regarding, a, adoption of an order to nominate rackspace as an enterprise project, and b, an order to identify and summarize available local incentives.

9:14
AM

Move the public hearing be open.

Second.

All in favor that carries unanimously. And this will be posted for action next advertise, tuesday, the 28th of october. This is public hearing for us to lay this out and receive any public comment. Good morning.

Good morning, katie gipson, planning and budget. Today we are here to nominate rackspace as an enterprise project for the texas enterprise zone program. Part of that program requires a local entity, in this case travis county, to nominate -- to approve an order to nominatet the company to be part of this program. Therefore we also need a public hearing and public notice. That is required by statute. It was advertised on the October 14, 2014, austin american-statesman. Today we will have a quick presentation. I will do a very quick overview of the enterprise program and some ofo the economically disadvantaged hiring requirements and go over some of the travis county benefits and then I will turn it over to Mr. Blackstone to talk about his compana, rackspace, and their partnership with the austin community college. The enterprise zone is a state program. It's overseen by the office of the governor and the compliance is done by the comptroller's office. Its mission is to establish %incentives for private development in economically disadvantaged areas or hire economically disadvantaged residents. As pppt of this program, rack spies is required to hire 25% of new employees as defined as being economically disadvantaged. There's a very long definition in your backup of what exactlythe economically disadvantaged hiring requires. In general, they will be required to hire 25% of 500 new employees who are unemployed for the last three mo ths, that received some sort of public assistance

benefits including section 8 housing, an individual with disability or is an offender in the juvenile or adult system. Those folks unemployed for at least three months includes students and recent college graduates. The enterprise zone, its main benefit is a refund of the state sales tax. Under their formula, Rackspace would qualify up to \$1.25 million in state tax refund in a five-year period. The portion of sales tax that goes to city of Austin and Capital Metro are unaffected in this program. The program does again require the local government to nominate the project and summarize you a local incentives available. That does not mean we actually need to utilize those incentives for this project. And the -- the local ad valorem property tax is unaffected so all local entities will have increase in increase in property tax for this project. Again some of the benefits to Travis County. The company is plan to go invest up to \$32 million in investment. We would receive any ad valorem tax incentive on the business personal property for that project. I did a quick estimate from 800,000 to 950,000 over a 10-year period. I will give a -- on that estimate because I'm not quite sure how that is break up and do the parcels on that Highland Mall [inaudible] since it's zoned by acc. 500 new jobs, all jobs are over the county minimum wage. They are going to maintain 600 jobs in Travis County that they already have. The average wage is quite high. And the project will revitalize the Highland Mall area. And this area is in Precinct 1. Now I'll turn it over to Mr. Blackstone to kind of do an overview of his company and his project and his plans for expansion with acc.

9:19
AM

Thank you. Judge Biscoe, commissioners, thank you so much for having us this morning. I appreciate your time and having us on the agenda today. Rackspace is a company that was started in 1998 in San Antonio, Texas. Despite confusion around the name, we are not a shoe store and we are not a closet design store as well. Rackspace is actually a term in a data center where you are take a server and I actually rack that on a mount within the data center. So therefore our name was then created Rackspace. We are the number one managed cloud computing company in the world. We have customers in almost every continent and we are over a billion dollar public company. Again, founded in San Antonio, Texas and our corporate headquarters is in San Antonio, Texas and South. In 2006 we entered the Austin market with a small group of sales individuals with the purpose to enter into kind of a very high-tech-rich area. Over the last eight years we've seen rapid growth and we now have 600 employees in the local area that are within the Travis County area. The office here has about two-thirds of what you would consider your traditional sales and support, so dealing directly with customers and one-third in jobs that are what you would consider more of a research and development type of role, and those are specifically tend to be in a product managed as well as then software development. A little over a year ago we needed to start looking for additional space, so we were coming up to a point where we were running out of space in our current location at Rundberg and I-35. We started looking around the city for locations and we were introduced to the acc project at Highland Mall. In the early part of this year acc produced a public RFP process looking for a partner to help redevelop the 185,000 square foot portion of the Highland Mall. This is 185,000 square feet and they were looking for a corporate partner to be able to not only occupy the space but also then help them with curriculum development, et cetera. Throughout

this process, in July of this year we actually -- we passed the first phase of that project and we entered into negotiations that we're still currently in negotiations with austin community college. This partnership itself is very unique to community colleges throughout the nation. In fact, on a quick search, this is one of the only type of public-private partnerships with a co-located facility. What's important about this is that this 185,000 square feet will be redeveloped using private money. This will not be part of the proposal that they are doing in November and no public money will be used to -- to redevelop the highland mall -- i'm sorry, the dillard's portion of highland mall. Part of the public-private partnership that we would enter into with austin community college would be opportunities for internships for austin community colleges as well as students won within the computer science track and advisors on the latest and greatest in technology and be able to help them create programs where they can create job ready individuals at the end of either a traditional two-year program or a professional development program. What is great about this project is that not only does it provide an opportunity for folks who are underemployed and/or in other areas of industry to be able to get the skills necessary to be able to enter into the high-tech job where jobs within the travis county are very high demand. In addition, this partnership itself, again, is -- you know, it's predicated on the idea of helping develop curriculum. In san antonio specifically we have an entity that we have helped create called the open cloud academy. Within that open cloud academy, individuals are able to go in and go through 8 to 12-week intense training course that gets them the necessary skills to be able to enter the high-tech field. My favorite example is an individual who spent the last 11 years as a cook in the food service industry. They entered into the open cloud academy, went through the program and the training and exited that program with a job at rackspace in network security, which is a job that starting salary averages industrywide around \$65,000 a year. This individual was able to completely change the trajectory of their career path as well as income for their family. We hope to bring that type of program in connection with u. K. With austin community college into the travis county area. This is dave porter.

9:24
AM

Good morning, judge, commissioners, thank you for having us today. First of all, the enterprise zone designation has nothing to do with your current economic development policy for 381 agreements. And so this really isn't a county incentive as the funds -- it's a sales tax rebate from the state. So no travis county moneys will be used for this. It's also a very competitive situation. Even though next week you may or may not, but hopefully we'll prove this designation, it still has to go through a competitive process at the state. And we're hopeful that the state will reward or award this designation to rackspace. Many of the things that bill mentioned I have written down so my comments will be brief, but the one thing about this particular public-private partnership that I think is very important is that if you look at the poverty rate in this particular part of travis county, it's 22%. And so the -- this public-private partnership will help drive, in our opinion, people out of poverty and in that particular part of travis county and we think that this is a very worthy project, worthy of a designation of -- from travis county for an enterprise zone designation. Thank you.

9:26

Any comments? sir.

AM

Yes, thank you, Judge And good morning, commissioners. My name is Charles Cook and I'm the provost and executive vice president for academic affairs at Austin Community College. And I just want to reiterate some of the comments that have previously been made by Mr. Blackstone. We are extremely excited about the opportunity for this public-private partnership and the opportunities that it's going to afford our students. As you perhaps know, we opened the first section of the high land campus, renovated the -- what was the old J. C. Penney's portion of the mall, and it is -- exceeded all expectations. We expected about 3,000 students. We now have about 4,000 students in the first eight weeks of operation. We have a huge 600 station computer lab where we are working with students individually to meet them at their current skill level and help them take them to the next highest level possible. We recently received a TWC grant to help transition veterans who have military training but they have not necessarily received the academic credits for their skills. So we're working with them to get them their academic credit. We're thrilled that we could work with a company that is on the cutting edge of technology in terms of cloud architecture, so we want to be able to help our students achieve those skills which are going to result in good, high paying jobs for them. The high land campus will probably be the location for both our first capitol academy, which will be a partnership between ACC and our public high schools where we would bring high school students on to the campus for part of their day to engage in high-tech dual credit courses. As you know, House Bill 5 now provides students an opportunity to take an endorsement and begin a career pathway while they are still in high school. This would be a great opportunity for them as we waive dual credit tuition for those students. It's also going to be the site of our career expressway where we're reaching out to residents of central Texas that already have some college credit but for whatever reason never finished a credential or degree, so we want to bring those people back into the educational setting so we can get them back in the workforce. To reiterate what Mr. Blackstone said no public money is going to be used on this renovation. Rackspace is building out the space. We will lease it to them and in exchange they are offering our students paid internships and some scholarships. So we think it's a win, win, win for all concerned and we certainly endorse the partnership and hope you will consider the request.

9:29
AM

Court members, any questions or comments?

Judge, I do. excuse me. Charles, how many parking spaces are there in -- at the high land campus presently?

I really don't know an exact number, but there is abundant parking as it currently exists. We're working with Rackspace to designate how many of those spaces will be available for their use exclusively going forward, but right now there is no shortage of parking spaces, I can assure you.

9:30
AM

I realize that. which is the reason I'm always entertained by trying to deal with public transportation and entice people to do something other than, you know, there are some people in that community that would rather have everybody out of their cars. And it's pretty tough to have it both ways. What percentage of your student population at ACC do you think takes public transit because it's on the metro line and it's on, you know,

probably several bus routes. Do you know what percentage of people?

This would be somewhat of a guess and I can confirm when I return to the office, but I would speculate it's somewhere around 30, 35% of our students rely on public transportation.

9:31
AM

Okay. if you wouldn't mind getting --

I shall do.

Very phing that viewing area phing verifying that for me. when I was reading the article, I was entertained with the current light rail and future rail and opportunity to attract talent. When you were in the office the other day, I was asking what you all thought you were going to do to induce people. Because if we're going to get serious about this transportation thing, and I think that the chamber has indicated that they've got an idea as to what they think needs to happen with mobility and transportation, I think that we've got -- I mean, if we're going to really try to do something about traffic mitigation, I don't think that you can do it by hoping that people will do something other than the car. I personally think that 95% of the people are going to get in the car and they are going to use it. I think it's fortunate that you have a large parking area. When you think of an outside mall, which obviously what Highland Mall was forever, the nice thing you have about malls is you have a lot of parking. And why? Because that's how people travel and that's how we get around and that's how we shop and that's how we work and go to school and all the other things. So there's got to be a connection here with what we're going to do, and Bill has, you know, offered to have a meeting with me to determine how -- how best to do that. But the point I want to make is that with transportation as it relates to things like this, large employers, then I think this is a great program. I mean I think it's a great marriage for you and I'm glad and I certainly will support this. So but this is the kind of conversation that has to go on. It has to happen more than what we do, you know, or what we have done to present. It's just kind of like, okay, we just hope all these things are going to happen. Meanwhile, we are suffering in this community because you can't get from point A to point B. And thinking that we'll will get out of their vehicles into alternative modes of transportation I think is wishful thinking. But we do have to get employers and we have to get schools. I mean, you know, and quite frankly the only way you are going to do that is say you know what, you don't have parking. Here's how you get to this place. Unfortunately I don't think that would be a very good business model, you know, because, Charles, you probably are going to have people go I'm not coming to acc then. I look forward to supporting it and Bill, I look forward to us having that conversation and, uh-oh, Dave, I appreciate you taking these comments back to your organization because we all know we seem to be having some disconnect here from the chamber with at least as far as I'm concerned with mobility and transportation.

9:34
AM

Commissioner Odd.

Well, I was thinking about this project while I was riding the bus this morning. This is not a transportation issue, but the reason I ask that character come or someone in his similar capacity is that we always thought of

university as driving the city along with high tech and that's true and will always be true. But the role of acc has expanded more in the last few years than has happened in decades before. And I was involved in the first effort for the bond to get tax platform for acc. And I think that whether it's east austin schools, be they public or private, [indiscernible] is over there, strictly on the east side, to be able to foster a relationship with acc and rackspace and others so that we can show these kids there's light at the end of the tunnel if they will take advantage of the things they are being laid out. The fact this costs us nothing is a noo braier, but the benefits are huge and i'm hopeful, i'm sure it will pass next week and look forward to voting for it.

9:35
AM

What specific geographic area would the enterprise zone cover? Is it all the travis county?

No. it would just be that particular -- it would be the highland mall area.

So the 22% poverty rate covers what area?

There will be a map in your final orders next week. It's a specific census tract@ that includes highland mall and the imm@diate surrounding area.

9:36
AM

Can we take a map and kind of draw that out?

Yes, have one.

Not next week, but today or tomorrow?

I have it yes. I can send it to you.

This is a public hearing. if you would like to give comment, please come forward.

Move the public hearing be closed.

Second.

All in favor? that passes by unanimous vote. This will be posted for action next week.

Yes.

Thank you very much.

Thank you.

EXHIBIT 6

DOCUMENTATION OF EMPLOYMENT

Existing Jobs at Rackspace at the Travis County site:

Job Category	Positions	Base Wage Range
Entry Level	116	Max: 108,160; Min: 31,200; Avg: 53,788
Staff	388	Max: 189,000; Min: 37,213; Avg: 89,883
Supervisor	50	Max: 157,500; Min: 47,288; Avg: 99,901
Manager	23	Max: 205,000; Min: 85,000; Avg: 135,533
Executive	27	Max: 300,000; Min: 99,330; Avg: 167,053

Demographics of current Rackspace Employees at the Qualified Business Site in Travis County:

Subject	Percent
White	68.6%
Hispanic or Latino	11.4%
Black or African American	3.0%
Asian	11.1%
Some other race	.3% (not counting 4.8% undisclosed)
Two or more races	.5%
American Indian and Alaska Native	.3%

Existing Jobs at Other Texas Locations:

City	Number of Jobs
San Antonio	3,831
Grapevine	95
Work from home	30

EXHIBIT 7

**OFFICIAL CENSUS MAP
WITH LOCATION OF RACKSPACE**

Census Tract 001503 Map, Border, and Nearby Locations

Census Tracts Map View. Full data. Click icon to show name.



Census Tract 001503 Block Group

EXHIBIT 8

**DESCRIPTION OF EFFORT OF TRAVIS COUNTY TO
ACHIEVE DEVELOPMENT AND REVITALIZATION OF AREA AND
IMPACT OF ENTERPRISE PROJECT ON EFFORT**

Travis County provides incentives and programs as described in Exhibit 2 in order to encourage and assist in the development and revitalization of areas of Travis County which include economically disadvantaged residents and/or which include severely distressed areas of the County.

By making the planned capital investment in the business, Rackspace will continue to provide a valuable tax base for the County. By retaining the 602 jobs now existing at Rackspace's Travis County site and the creation of 500 new jobs, employment will be provided and those employees will be able to continue to contribute to the economy of Travis County.

**ORDER IDENTIFYING AND SUMMARIZING
LOCAL INCENTIVES RELATED TO
THE TEXAS ENTERPRISE ACT**

WHEREAS, Travis County has the authority to nominate qualified businesses for status as a Texas Enterprise Zone project pursuant to Texas Government Code, Chapter 2303 ("the Act");

WHEREAS, the Act requires Travis County, before nominating the project or activity of a qualified business for designation as an enterprise project, to, by ordinance or order, identify and summarize briefly any local incentives available;

WHEREAS, Travis County, in its desire to assist businesses in severely distressed areas of the County and provide incentives to induce private investment, and to assist Travis County residents, has developed a variety of programs and incentives to support those efforts.

NOW THEREFORE, this 28th day of October, 2014, the Travis County Commissioners Court issues this Order recognizing the local incentive programs available as listed in Exhibit 1 to this Order.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Pct. 1

Bruce Todd
Commissioner, Pct. 2

Gerald Daugherty
Commissioner, Pct. 3

Margaret Gómez
Commissioner, Pct. 4

EXHIBIT 1
IDENTIFICATION AND SUMMARIZATION OF
LOCAL INCENTIVES

	Name of Incentive	Description of Incentive
1	Tax Increment Financing	Travis County has and may offer incentives under the Tax Increment Financing Act for redevelopment and community projects.
2	Freeport Exemption	The Constitution allows Travis County to exempt certain types of tangible personal property from ad valorem taxes.
3	Homestead Exemption	Travis County does provide for the maximum homestead exemption allowed by law
4	Building Code Exemptions	Certain building code exemptions may be allowed to expedite the development process through Travis County Transportation and Natural Resources Department (TNR)
5	Streamlined Permitting	The County may allow permit applications and supporting materials to be tendered to one department for distribution to the appropriate County departments
6	Fire and Police Protection	Safety and protection of County residents is provided through the Travis County Sheriff's Department, the Austin Fire Department and local Emergency Services Districts, and the Austin/Travis County Emergency Services Department.
7	Community Crime Prevention Programs	The Travis County Sheriff's Department and Austin Police Department provide various crime prevention programs in conjunction with other local entities
8	Capital Improvements in Water and Sewer Facilities	Travis County can provide resources for capital improvement plans related to water and sewer services through Travis County TNR
9	Road Repair	Travis County provides road and bridge maintenance in rural Travis County through TNR; the City of Austin provides these services within the City of Austin
10	Housing Rehabilitation and Purchase Programs	Travis County, through the County or various County Corporations, provides programs including funding for home purchase and weatherization repairs
11	Dispute Resolution	The County has contract(s) with non-profit(s) to provide certain dispute resolution services
12	Promotion and Marketing	Travis County benefits from the promotion and marketing services provided through the Greater Austin Chamber of Commerce and the Austin Economic Growth and Redevelopment Services Office
13	Job Training and Employment Services	Travis County participates with the Workforce Solutions - Capital Area Workforce Board and other non-profit agencies to provide workforce training and employment services, retraining programs and literacy programs.
14	Creation or Improvement of Parks	Creation, improvement and maintenance of County parks is provided through TNR
15	Special Public Transportation	Travis County contracts with non-profits to provide certain transportation to eligible county residents
16	Tax Incentives	Travis County has and may offer incentives under the Chapter 381, Texas Local Government Code, for redevelopment and community projects.



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number:

Belinda Powell, Strategic Planning Manager, Planning & Budget Office 512-854-9506, *BPowell*

and
Matias Segura, Senior Advisor, Alternative Finance and Procurement, *MCS*
URS Corporation 512-419-5408

Elected/Appointed Official/Dept. Head:

Roger Jefferies, County Executive,
Justice and Public Safety, 512-854-4415 *RJ*

Leroy Nellis, Acting County Executive,
Planning & Budget, 512-854-9106 *Leroy Nellis Powell*

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE OVERALL
CONCEPT FOR THE NEW TRAVIS COUNTY CIVIL AND FAMILY
COURTHOUSE AND THE 2035 STACKING PLAN.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On October 14, 2014 the Commissioners Court approved the Space Program and the Judicial Forecast for the New Civil and Family Court House. The purpose of the Space Program is to provide definition for the type, size and number of spaces that will be needed to support the staff and functions of the Civil and Family Courts as well as partner groups and services at both the 2025 and 2035 target years. This Space Program provides for approximately 520,000 gross square feet (gsf) of space plus an underground parking facility that should meet the needs of the Civil and Family Courts through the 2025 and 2035 target years.

URS and HOK will present the updated Concept for the court house based on the approved Space Program. The Concept is a three dimensional representation of the Space Program considering the stacking of the building, site constraints, parking requirements and previous direction provided by the Commissioners Court to retain a portion of the site for future expansion. The presentation will focus on the 2025 space needs and illustrate the amount of shelled space within the Court House available to support judicial and departmental growth through 2035. The Concept also includes ideas for the interim use of the south portion of the block reserved for a future building. The project team will describe the approach and process taken to consolidate shelled

areas in an effort to provide greater flexibility to for the use of the space in the near term and in the future.

Any direction provided by the Commissioners' Court will assist the project team in refining the 2025 space layouts. The Concept for the 2025 space layout and shelled space within the Court House will be the basis for the Cost Estimate and Financing Plan to be discussed with Commissioners Court in November 2014.

STAFF RECOMMENDATIONS:

Authorize URS, HOK and county staff to continue with the development of Concept as presented for the refinement of budget estimates for the project.

ISSUES AND OPPORTUNITIES: NA

FISCAL IMPACT AND SOURCE OF FUNDING: NA

REQUIRED AUTHORIZATIONS: NA

ATTACHMENTS:

- 1. Attachment No. 1 – Travis County Civil and Family Court House concept**



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number:

Mark Gilbert, Project Manager, Planning and Budget, (512) 854-1161

Elected/Appointed Official/Dept. Head:

Leroy Nellis, County Executive, Planning and Budget, (512) 854-9066

Commissioners Court Sponsor: Judge Biscoe

Leroy Nellis

AGENDA LANGUAGE:

Receive Status Update on Adult Correctional System Needs Analysis and Master Plan Update

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On March 11, 2014, the Travis County Commissioners Court approved a contract between the County and Carter Goble Associates (CGL) for professional services to develop an Adult Correctional System Needs Analysis and Master Plan Update.

Over the past seven months, CGL has worked extensively with a multi-departmental steering committee and staff across county departments to gather necessary information to determine future needs of the system. The team would now like to provide the Commissioners Court with an update on work completed to date. This will be an opportunity for the Court to hear preliminary findings related to the justice system. The team will return at the end of the needs analysis (Phase I) to present findings before beginning work on the Master Plan Update (Phase II).

The team will provide a presentation to summarize work and findings to date, with particular focus on bedspace projections and implications for development at both the Correctional Complex and downtown facilities.

STAFF RECOMMENDATIONS:

No action required.

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

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

N/A

CC:

Roger Jefferies, County Executive, Justice and Public Safety

Captain Lisa Brown, Travis County Sheriff's Office

Debra Hale, Criminal Court Administration

Mark Erwin, Criminal Court Administration

Carsten Andresen, Planning Manager, Justice and Public Safety

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



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number: Diana Ramirez (512) 854-9694

Appointed Official: Leroy Nellis, Acting County Executive

Commissioners Court Sponsor: Judge Samuel T. Biscoe

*EAR for
Leroy Nellis*

AGENDA LANGUAGE: APPROVE SUBMISSION OF APPROPRIATE ELECTRONIC NOTICE TO THE TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM AUTHORIZING THE 2015 PLAN YEAR RETIREMENT BENEFIT CONTRIBUTION RATE

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached memo.

STAFF RECOMMENDATIONS: PBO recommends approval of the submission of the electronic notice to TCDRS before the December 15, 2014 deadline.

ISSUES AND OPPORTUNITIES: Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Acting County Executive, Planning and Budget Office

Jessica Rio, Budget Director, Planning and Budget Office

Debbie Maynor, Director, Human Resources Management

Nicki Riley, Travis County Auditor

Bernadette Gutilla, James Rannefeld, Kathryn Madden, County Auditor's Office

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



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca Street, Ste. 1560
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director 

DATE: October 23, 2014

RE: Approve submission of appropriate electronic notice to the Texas County and District Retirement System authorizing the 2015 plan year retirement benefit contribution rate

The Texas County and District Retirement System (TCDRS) requires that each jurisdiction with a retirement plan within the system confirm the provisions of its plan for the next calendar year. In previous years, this confirmation was required to be submitted in a prescribed form. Beginning this year, TCDRS is allowing plan participants to submit this notice electronically via the Plan Customizer, a new online program developed by TCDRS. This notice is due no later than December 15, 2014.

The contribution rate in the FY 2014 Adopted Budget was 13.67% of employee salaries and included the cost of a 2% COLA awarded to retirees. During the 2014 budget process, TCDRS indicated that the retirement system's portfolio performed at more than double the projected return in 2013 (16.4% return versus the projected 8% return). As a result of this performance, TCDRS informed the County that the required contribution rate was dropping from the 13.67% to 13.56% for plan year 2015. However, PBO recommended that the contribution rate remain at the same rate as in plan year 2014 to increase the plan's funded ratio from the plan year 2014 amount of 83% to 84.1% for plan year 2015. The funded ratio is the percent of the plan's accrued liabilities that are funded by the plan's actuarial assets.

As part of the FY 2015 budget process, PBO included the same retirement contribution rate in the Preliminary Budget which was adopted as a starting point for the budget mark-up process. On July 29, 2014, PBO and HRMD updated Commissioners Court on PBO's proposal to keep the retirement contribution rate at the 13.67% level for the 2015 plan year. The Adopted Budget approved by Commissioners Court includes the 13.67% retirement contribution rate.

PBO recommends Commissioners Court approval of the submission of the appropriate electronic notice to TCDRS by the Auditor's Office. This information has been reviewed by the Auditor's Office and the County Attorney's Office.

**cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Nicki Riley, Bernadette Gutilla, James Rannefeld, Kathryn Madden, Auditor's Office
Barbara Wilson, County Attorney's Office**



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2015

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 Modification No. 18 to Interlocal Agreement No. 4400000374, Austin Travis County Integral Care for System of Care Services.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

Travis County Health and Human Services and Veteran (TCHHSVS) uses this Interlocal agreement with Austin Travis County Integral Care (ATCIC) to fund a variety of programs, known as the System of Care (SOC), for children and their families experiencing mental and behavioral challenges. Various agencies provide services through three collaborations: The Children's Partnership, Community Partners for Children, and The Youth and Family Assessment Center.

This Modification No. 18 renews the agreement for an additional twelve month term beginning October 1, 2014 through September 30, 2015. The not to exceed amount is \$707,352.00, (\$675,000 in General Funds and \$32,352.00 from the Milburn Trust.)

This renewal was approved in court of September 23, 2014, Court Agenda Item No. 17 to prevent contract expiration as the agreement was not ready for presentation due to TCHHSVS, the County Attorney's office and ATCIC required additional time to finalize the Statement of Work. The agreement has been finalized and is being presented to Court for Signature.

Modification No. 17 added \$106,000 to the General Fund, \$88,202 to the PIR Grant total, as well as \$25 to the Milburn Trust Funds. The amended contract total is \$898,780, an increase of \$194,227, with an effective date of August 1, 2014.

Modification No. 16 renewed the agreement an additional twelve month term beginning October 1, 2013 through September 30, 2014. The not to exceed agreement amount is \$704, 553.

This agreement was approved on the September 24, 2013 Court Agenda, Item No. 38 to prevent contract expiration, as the agreement was not ready for presentation due to TCHHSVS working with the County Attorney's office and ATCIC on finalizing the Statement of Work and funding. The agreement has been finalized and is being presented to the Court for signature.

Modification No. 15 increased the General Fund contribution by \$60,000 as well as adding \$91,920 in PIR grant money. It also decreased the amount coming from The Children's Continuum Grant by \$10,332. The total not to exceed agreement amount increased from \$737,359 to \$878,947; an increase of \$141,588.

Modification No. 14 renewed the agreement for an additional twelve month period from October 1, 2012 through September 30, 2013. The agreement did not exceed the following contract amounts: Travis County General Funds of \$515,000, Parenting In Recovery Grant Funds of \$63,386, The Milburn Trust Funds of \$36,723, The Children's Continuum Grant Funds of \$47,250 and Travis County Allocated Reserves of \$75,000. The total not to exceed agreement amount is \$737,359.

Th3 FY2014 renewal was approved on the September 25, 2012 Court Agenda, Item No. 35 to prevent contract expiration, as the agreement was not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. The agreement has been finalized and is being presented to the Court for signature.

Modification No. 13 added \$79,206 to the General Fund and added \$83,843 to the Parenting in Recovery program. The total contract not to exceed amount was \$889,179. An increase of \$163,049 from the original contract amount of \$726,130. The increase was necessary to continue services at the current level through September 30, 2012.

Modification No. 12 increased the not to exceed contract amount for the 2012 renewal to \$726,130 the increase included the Milburn Trust

Funds which the not to exceed amount went from \$39,223 to \$40,023; an increase of \$800 and the Children's Continuum FY2012 Grant Funds of \$44,865 was added.

Modification No. 11 renewed the agreement for an additional twelvemonth period from October 1, 2011 through September 30, 2012 with the contract not to exceed amount of \$680,465.

Modification No. 10 increased the FY2011 contract funds from \$682,194 to \$867,329, an increase of \$185,135.

Modification No. 9 changed the amount remaining from the Milburn Trust grant FY'10 funds, from an estimated \$43,825 to the actual unspent amount of \$44,225. This amendment also included a "Buy Texas" provision. The Texas Department of Family and Protective Services reimburses the County for services provided through this contract to state clients; therefore, the County needs to include this provision regarding state funds in its contract with ATCIC.

Modification No. 8 reflected the name change of Austin Travis County Mental Health Mental Retardation Center to Austin Travis County Mental Health and Mental Retardation Center, d/b/a Austin Travis County Integral Care.

Modification No. 7 decreased the FY2010 contract funds from \$734,007 to \$681,794, a decrease of \$52,213. This modification also renewed the agreement for an additional twelve-month period, from October 1, 2010 through September 30, 2011.

Modification No. 6 added \$32,208 in General Fund money, and \$43,730 in PIR grant money to meet a projection made by the Office of Children's Services staff of the funding needed to continue services at the current level through September 30, 2010.

Modification No. 5 increased the FY2010 contract funds from \$461,682 to \$658,069, an increase of \$196,387 from the Travis County General Fund portion of the total contract funding.

Modification No. 4 increased the FY2009 contract funds from \$632,658 to \$702,658, an increase of \$70,000. The agreement was also renewed for an additional twelve-month period, from October 1, 2009 through

September 30, 2010.

Modification No. 3 increased the FY2009 contract funds from \$400,564 to \$632,658, an increase of \$205,094.

Modification No. 2 increased the FY2008 contract funds from \$265,000 to \$654,324, an increase of \$389,324.

Modification No. 1 increased the contract amount from \$85,000 to \$265,000, in support of the MSO activities related to the Children's Partnership and YAFAC.

➤ **Contract Expenditures:** Within the last 12 months \$804,467.82 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$85,000

Contract Type: Interlocal Agreement

Contract Period: October 1, 2006 – September 30, 2007

➤ **Contract Modification Information:**

Modification Amount: \$707,352.00

Modification Type: Bilateral

Modification Period: October 1, 2014 – September 30, 2015

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

Grant No. Milburn Trust: 800080, I/O Number: 100147

Grant No. The Children's Continuum: 800190, I/O Number 100081

Grant No. Parenting in Recovery: 800079, I/O Number: 100148

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

Cost Center: 1580190001

Comments:

**2015 RENEWAL AND AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER
DOING BUSINESS AS AUSTIN TRAVIS COUNTY INTEGRAL CARE FOR
MANAGED SERVICES RELATED TO THE SYSTEM OF CARE**

This 2015 Renewal and Amendment ("Amendment/2015 Renewal") of Interlocal Cooperation Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care ("Center" or "ATCIC"), the Mental Health and Intellectual/Developmental Disabilities Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

RECTALS

County and Center (collectively referred to herein as the "Parties") entered into an agreement to provide mental health, intellectual/developmental disabilities and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began October 1, 2006, and terminated September 30, 2007 ("Initial Agreement Term"); and

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose; and

The Agreement provided for renewal and amendment of the Agreement by the written agreement of the Parties; and

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms continuing through September 30, 2014 ("2014 Renewal Term"); and

The funds under which previous goods or services were previously funded from federal, state or local grants have not been renewed, releasing the Parties from grant requirements as to the services provided under this Agreement as amended by this Amendment/2015 Renewal; and

County and Center desire to renew the Agreement for an additional one-year term and to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement applicable to that one-year Term.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 INTERLOCAL TERMS.

1.1 2015 Renewal Term. The Parties acknowledge and agree that the Agreement, by its terms, automatically renews for an additional term beginning October 1, 2014, and terminating September 30, 2015 ("2015 Renewal Term"), and agree to make certain changes applicable to that 2015 Renewal Term in this Amendment/2015 Renewal.

2.0 MAXIMUM AMOUNTS.

2.1 2015 Renewal Term Maximum Amounts. The Parties agree to amend the maximum amounts applicable to the 2015 Renewal Term (Section 13.1.1), to reflect amounts not to exceed the following for the 2015 Renewal Term:

County General Funds (October 1, 2014 - September 30, 2015)	\$ 675,000.00
Milburn Trust Funds (October 1, 2014 - September 30, 2015)	\$ 32,352.00
TOTAL:	\$ 707,352.00

3.0 ENTIRE AGREEMENT

3.1 2015 Attachments. The Parties agree to amend Section 4.2, "Attachments," by adding the following:

- 4.2-2015 - 2015 Attachments.
- (i) Attachment A - 2015 2015 Work Statement and Performance Measures:
 - Youth and Family Assessment Center Managed Services Organizations
 - Milburn Trust
 - (ii) Attachment C - 2015 2015 Program Budget
 - Attachment C 2015 General Fund - The Children's Partnership, Community Partners for Children and the Youth and Family Assessment Center
 - Attachment C.1 2015 Program Budget, Milburn Trust
 - (iii) Attachment G - 2015 2015 Ethics Affidavit

3.2 Promised Performance. The attachments enumerated and denominated above are attached to this Amendment/2015 Renewal as Exhibit 1 and are hereby made a part of the Agreement, as amended, and constitute promised performances by Center in accordance with all terms of the Agreement.

3.3 Previous Attachments. The Parties agree that previous attachments, in whole or in part, not specifically changed by this Amendment/2015 Renewal will remain in full force and effect.

4.0 FINANCIAL PROVISIONS

4.1 2015 Renewal Term Maximum Funds. The Parties agree to amend Section 13.1.1, "Maximum Amount," by adding the following as to 2015 Renewal Term not-to-exceed amounts:

13.1.1 - 2015 Renewal Term Maximum Funds. Subject to the terms and conditions of this Agreement, as amended the Parties agree to Maximum Funds as to the 2015 Renewal Term in the following amounts:

County General Funds	\$ 675,000.00
Milburn Trust Funds	32,352.00
TOTAL:	\$ 707,352.00

4.2 Fiscal Year Limitations. - 2015 Renewal Term. As to the 2015 Renewal Term, the Parties agree that, of the totals set forth in Section 5.1 of this Amendment/2015 Renewal, Center cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the amounts shown in Section 5.1 of this Amendment/2015 Renewal.

5.0 INCORPORATION

5.1 County and Center hereby incorporate the Agreement, as amended, into this Amendment/2015 Renewal. Except for the changes made in this Amendment/2015 Renewal, County and Center hereby agree to all the terms and conditions of the Agreement as amended. The Agreement, as amended, with the changes made in this Amendment/2015 Renewal constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

6.0 EFFECTIVE DATE

6.1 This Amendment/2015 Renewal is effective October 1, 2014, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

EXHIBIT 1
AMENDED ATTACHMENTS

ATTACHMENT A - 2015

**FY'15 WORK STATEMENT
SYSTEM OF CARE**

MANAGED SERVICES ORGANIZATION

I. General Background

ATCIC is the local authority for mental health and intellectual/developmental disability services for Travis County. ATCIC was established in late 1965 and began operations in 1967 pursuant to the laws of the State of Texas, regulations of the Texas Department of State Health Services (TDSHS), and the articles of organization approved by its sponsoring agencies. As of October 1, 2012, ATCIC's local sponsoring agencies are the City of Austin, Travis County and the Travis County Healthcare District dba Central Health.

For the purposes of this contract Travis County Health and Human Services and Veterans Service will be referred to as the "Department".

II. MSO Overview

As the local authority for mental health and intellectual/developmental disability services with extensive experience in this area, ATCIC serves as the Managed Services Organization (MSO) under this Agreement. In the model established under this Agreement, clients are authorized and then individuals and organizations from the provider network provide services and supports. Funding of services and supports to eligible clients is authorized by the System of Care brokers ("Brokers") and verified by the MSO through The Clinical Manager (TCM).

ATCIC will utilize a MSO approach in order to ensure coordination and standardization of community services. ATCIC will provide services as the MSO in order to prevent duplication of administrative services, and to promote continuum of care for children, youth and families, through the Wraparound Approach. The MSO facilitates a more efficient process, which allows access to a wide array of services and supports. This will also make it possible for Travis County to coordinate services with child-serving agencies to maximize leveraging of available funds.

III. Network Development and Management

This MSO function includes an ongoing assessment of the needs of the consumer, accessibility of services, and quality of services provided. This function also includes provider training, technical assistance, and monitoring of the current service providers and identification of new service providers as necessary to meet the specific service requirements of Department under this Agreement. Provider contracts are reviewed and monitored to ensure quality of services, and compliance with provider contract requirements, according to ATCIC's defined policies and procedures for contract administration.

IV.

Provider Network Development

- Ensure the availability of quality culturally and linguistically diverse providers
- Maintain an array of traditional (licensed) and non-traditional (non-licensed) providers.
- Recruit an adequate number of providers who meet the network profiling needs
-

Credentialing - The credentialing process shall ensure that the network is comprised of providers and organizations that are qualified to provide services in compliance with National Committee for Quality Assurance (NCQA) standards. The credentialing process, as part of the network development process, shall ensure that the network is comprised of individual providers and organizations that are qualified to provide services in compliance with applicable standards. Established standards will be consistently used in the enrollment and renewal of providers throughout the term of this Agreement. Through this process ATCIC will

expand the provider network to meet needs and/or fill gaps in services as necessary through an Open Enrollment, Request for Proposals, or other procurement processes.

Gate Functions – ATCIC is responsible for verifying whether an individual meets the eligibility criteria, according to the information entered into The Clinical Manager (TCM) by the System of Care partners. The goal of the gate function is to ensure that eligible clients gain access to diverse, appropriate, family choice providers.

Utilization Management - A key function of the Wraparound approach is achieving cost containment, balanced with effective results, through the organizational approach of child or youth/family/provider teams. In addition, this process should provide trend data, which can identify current client and provider needs, as well as projected needs. Utilization management under these conditions consists of monitoring the funds that purchase the services and supports approved by the Child and Family Teams.

Quality Management - Compiles and reports service outputs and outcomes on a variety of indicators that include but are not limited to, satisfaction, number of eligible clients served, continuity of care, encounters, fund balance, performance monitoring, training(e.g., contract standards, service definitions, wraparound service delivery model), and reports. Quality Management also monitors sentinel events and works with providers using a continuous quality improvement approach to ensure quality services are provided to eligible children, youth and families.

Management Information System – The management information system will be used to collect, manage and report information necessary to ensure effective management of project resources, to include service authorization and funds management, and client and provider profiling information necessary to demonstrate that the project outcomes/goals are being met. This information is collected, tracked and reported in TCM.

Fiscal Management – ATCIC will ensure that payment requests do not exceed funds allocated for the project during the contract term. Fiscal management and analysis will occur on a monthly basis upon submission of payment requests and supporting detail. ATCIC will set and/or negotiate payment rates with providers according to ATCIC rate-setting guidelines and/or standards. ATCIC will utilize its financial management processes to ensure that ATCIC payment requests to the Department, with the appropriate back-up, are correctly submitted by the monthly due date.

Claims Adjudication and Payment – ATCIC will ensure that claims are paid in a timely manner and at the appropriate rates. All claims received shall be reviewed for specific information to verify that the claim is valid. Incomplete or inaccurate claims may be denied payment or returned to the provider for correction and re-submission. Adjudicate all claims against service authorizations in the managed care software system, TCM.

Administrative Processes – All administrative processes developed and implemented by ATCIC are, and will be, consistent with the wraparound service delivery model. MSO will facilitate the training of coordinators on the MSO administrative procedures/processes (e.g., methods to access funds, network development).

- **Administration/Contract Management.** Specific procedures have been developed by ATCIC which define the processes for development, negotiation, and execution of service provider contracts. All contracts are reviewed to ensure a balance of choice, access and quality at a reasonable cost. An exceptional referral process may be initiated when a service is not available through the network or when a particular provider is not currently contracted for the service requested. The exceptional referral is processed through UM which completes the emergency contract. The emergency contract is specific to the needs of an individual consumer and is time limited.

V. Identification of Individuals to Receive Services

Individual Eligibility Criteria

- Individual has a household income of 200% or less of the federal poverty guidelines (as updated annually by the U.S. Department of Health and Human Services) that are applicable to a household with the same number of persons as his/her household; and
- Individual is a resident of Travis County, which is determined by the Broker by the family's or parent's stated intention to remain in Travis County for an indefinite period; and
- Individual meets criteria as a member of one of the designated target programs for this Agreement (as described below and/or as approved in writing by the Department).

Financial Eligibility Criteria

- All target programs listed below may access Travis County General Funds
- Only individuals enrolled in Children FIRST or Healthy Families may access Milburn Funds
- Only individuals enrolled in the FDTC, and meet grant criteria as determined by the Department, may access funds through Children's Continuum and/or Parenting in Recovery grants.

Target Programs

The Children's Partnership (TCP) - is a collaborative of agencies serving children, adolescents and families in Travis County. These agencies include Travis County HHS&VS, Travis County Juvenile Probation Department, Austin Travis County Integral Care, Region VII, Department of Family and Protective Services (DFPS), Austin, Del Valle, Manor and Pflugerville Independent School Districts, Texas Health and Human Services Commission (HHSC), and The Texas Juvenile Justice Department.

Target Population – Children and Youth referred through Community Partners for Children (Travis County local Community Resource Coordination Group) that:

- Are ages 5-17; and
- Have a Mental Health Diagnosis indicating a severe emotional disturbance ; and
- Are at risk of removal; and
- Have and/or require multi-system involvement.

Community Partners for Children (CPC) - is a collaboration of community partners providing intensive service planning to children, adolescents and families who have multiple and complex needs that cannot be addressed by one agency alone. CPC is the Travis County CRCG which is mandated by law.

Target Population – Youth and their families who participate and are staffed by CPC who:

- Are ages 0-22; and
- Require multiple system involvement; and
- Have physical challenges, mental health challenges and/or developmental disabilities that significantly impact their ability to function in home, school and/or the community.
--Families who are enrolled in CPC Bridge services

The Youth and Family Assessment Center (YFAC) - is a collaboration that provides comprehensive services and supports to children and adolescents at-risk of serious behavior problems and dropping out of school. Partners include Travis County HHS&VS, City of Austin, Communities In Schools (CIS), ATCIC, and Austin Independent School District. YFAC has three distinct programs: CIS Care Coordination; Family Support Services through the Travis County Community Centers; School-Readiness Camp.

Target Population(s) are children/youth enrolled in one of the YFAC programs that are ages of 3-22:

- For CIS Care Coordination and Camp attend one of the following schools at referral: Allison, Andrews, Harris, Oak Springs, Ortega, Rodriguez, and Zavala Elementary Schools; or Dobie, Kealing, Martin, Mendez, and Webb Middle Schools
- For FSS children and youth requesting services through the Social Work staff at one of the Travis County Community Centers
- Youth and adult family members of the enrolled youth/child who demonstrate a need for social service intervention (e.g., behavioral health services, self-sufficiency supports, enrichment services, parental support and education) due to impaired family functioning, which contributes to the youth's at-risk status.

The Travis County Family Drug Treatment Court (TCFDTC) is a program for parents who are struggling with problems of alcohol/ drug addiction and are involved in the Child Protective Services Civil Court system of Travis County. The Court is designed as an enhancement to the Child Protective Services (CPS) Court dockets. The program serves both the parents and their children by providing substance abuse treatment, recovery supports and target interventions and therapeutic supports for the parent and their children.

Target Populations are parents enrolled in the FDTC and their children:

- Children of the TCFDTC-enrolled parent residing in Travis or contiguous counties with approved caregiver
- Children of the TCFDTC-enrolled parent whether they are named in the CPS lawsuit

CPS Reintegration Project – utilizes the wraparound approach and the system of care to support the reintegration of foster youth with mental health challenges back into family homes in Travis County.

Target Population is children/youth who are in the custody of CPS:

- Have a mental health diagnosis and significant behavioral challenges; and
- Are residing in therapeutic placement; and
- Are ages 5-17; and
- Have an approved caretaker who resides in Travis County.

Children FIRST is a voluntary, strength-based home visiting program that provides services intended to enhance the abilities of parent/caregivers to protect their children from abuse/neglect

Target Population is families who have involvement with Child Protective Services

Healthy Families is a voluntary, home visiting program whose goals include teaching over-burdened families about maintaining safe, stable and nurturing relationships.

Target Population is first-time parents

VI. Service Continuum for all target programs

Education/Training

- Parent/Caretaker Supports
- Therapeutic parent coaching
- Parent Coaching, certified
- Parent Coaching
- Parent Partner

Life Skills Training

- Healthy Lifestyle
- Educational/Vocational
- Employment Support
- Financial management
- Tutoring

Assessments/Evaluation

- Psychological Assessment
- Neuropsychological
- Psycho-Educational
- Psychiatric Assessment
- Specialized Therapy Assessment (includes but is not limited to Speech/Audiology, Occupational Therapy, Physical Therapy or other movement therapies)
- Functional/Behavior Assessment
- Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.

Treatment Services Individual, Group or Family Counseling/therapy

- Crisis Counseling
- Specialized Therapy
 - Art
 - Music
 - Dance/Movement
 - Recreational
 - Aquatic
 - Animal assisted
- Medication Management
- Dietary/Nutrition Services
- Substance Use Intervention (substance abuse counseling)
- Substance Use Treatment
- Therapeutic/Behavioral Aide
- Behavior Support/ Therapy
- Dental
- Medical
- Occupational, physical and speech

Flexible Community Support Services

- Respite Care
- Mentoring
- Crisis Support
- Case management
- Case Conference (Wraparound Team Meeting)

Enrichment Services

- Recreational/Social Activities
- Gap Time Enrichment Activities
- Camp
- After School Program

- **Enrichment Skill Development**

Basic Needs

- **Emergency Food**
- **Clothing**
- **Housing Modifications**
- **Utilities**
- **Housing Assistance**
- **Medical Purchases**
- **Child Care/supervision**
- **Transportation**
- **Household Items**

Other

- Any other eligible service or support, not defined above, that meets the needs established in the Plan of Care, or an emergency or crisis situation that is approved by the Department.

VII. Other Contract Requirements

- MSO functions and responsibilities include methodologies, data gathering and reporting, as outlined in this Agreement. The Department reserves the right to review operations and implementation of these functions and to require a plan of improvement as reasonably determined by the Department, in order to achieve the goals of this Agreement. Changes shall be in writing and effective at such time as mutually agreed upon by ATCIC and the Department.
- Utilize The Clinical Manager (TCM) to allocate all expenses associated with this Agreement. Ensure that the correct funding code is utilized and that only eligible clients are being expended to the fund codes. Collaborate with HHS/VS to verify accuracy of funding allocations on a quarterly basis.
- Issue service authorization to providers semi-monthly, or as authorizations are added or changed.
- Deliver Provider Service Delivery Records (progress notes), used by the MSO as supportive documentation for invoice/claims, to Department designated liaison or supervisor electronically through secure means.
- Conduct second level reviews of any "Request for Funds" for vendor purchases for items other than rental/mortgage assistance and utilities which exceed \$500. Vendor purchases are any purchases that are off network. These purchases are processed through Request for Funds ("RFF") forms submitted by coordination staff after approval by their supervisor.
- Negotiate rates with providers consistent with Medicaid reimbursement when appropriate, according to ATCIC's rate setting procedures. Rates will be negotiated with the goal of cost effectiveness and development of sufficient capacity for network services. For services not reimbursable under Medicaid, negotiated rates will be used.

VIII. Reporting Requirements

Quarterly Requirements

- Quarterly (due on the 25th of the month following the completion of each calendar quarter) provide to the Department for distribution a provider network directory to include, at a minimum, provider name and contact information, services offered, location of service, service capacity and special skills, experience and/or expertise.
- Quarterly (due on the 25th of the month following the completion of each calendar quarter) ATCIC will provide the below information regarding specific MSO functions:
 - Percent of System of Care clean claims paid within 30 days.

- Number of System of Care provider applications received in a contract year
- Number of System of Care providers credentialed by service type
- Number of System of Care providers contracted by service type
- Number of service denial appeals and the outcomes

Annual Requirements

- Annually by January 15th immediately following the year that is the subject of the report) provide to the Department a demographic report (in Excel) that provides the below information on all unduplicated clients who utilized services under this Agreement during the applicable Agreement period.
 - Total number of unduplicated clients served in an Agreement year
 - Race
 - Ethnicity
 - Gender
 - Age
 - Income
 - Zip Codes
- Annually ATCIC will complete an assessment of needs for the provider network that will indicate the types of service gaps to ensure adequate capacity, diversity, and quality to meet the needs of the System of Care programs. Annually (November 30th immediately following the completion of the applicable Agreement year) ATCIC will provide a written synopsis of the assessment with recommendations and action plan for the following Agreement/fiscal year.
- Annually solicit feedback from providers regarding: 1) the application, credentialing and contracting process and 2) System of Care partners regarding the quality of services and satisfaction with the provider network. Annually (November 30th immediately following the completion of the applicable Agreement year) ATCIC will provide a written synopsis of the feedback with recommendations and action plan for the following fiscal year.

IX. Definitions

System of Care Partners include all those participants in the system of care (SOC) initiatives: families being served, ATCIC, the Department, Travis County Juvenile Probation Department, Austin, Del Valle, Manor, Pflugerville Independent School Districts, Travis County Child Protective Services, Communities In Schools and any partner that joins the SOC during the contract year.

Milburn Trust funds are donated by the Milburn family through a will bequest designated for service and supports that prevent, deter and address child abuse and neglect. The funds were bequeathed to Travis County and designated to Health and Human Services Office of Children Services Division for the Healthy Families program and the Children F.I.R.S.T. program

X. Budget

See Attachment C

XI. Contract Funds

MSO Fees – ATCIC

(Travis County General Fund)

ATCIC may receive up to \$675,000.00 in funding from the Travis County General Fund for the satisfactory implementation and provision of MSO services. \$625,331.00 can be expended for any of the three programs: CPC Bridge Services, The Children's Partnership, and Youth and Family Assessment Center (YFAC). The dollars expended by YFAC will only be for those services not covered by the program's CDBG allocation (CDBG money is provided under a separate contract between the City of Austin and ATCIC). Additionally, when approved by the Travis County Project Manager, Travis County General Fund dollars can be expended for the Parenting in Recovery and The Children's Continuum programs. ATCIC may request an annual amount not to exceed \$49,669.00 as an MSO fee to be calculated as .079429 of the amount billed for this funding source's direct services each month during the 2015 Renewal Term. This MSO fee will be included on the payment request submitted for service reimbursement each month.

(Milburn Trust Funds)

ATCIC may receive up to \$32,352.00 of Milburn Trust Funds for services: \$11,779.00 can be expended for Healthy Families enrolled participants and \$20,573.00 for Children F.I.R.S.T. enrolled families. There is not an MSO fee associated with the Milburn funding.

Contract Funds – Network Service Providers and purchased supports (vendor purchases)

(Travis County General Fund)

ATCIC will negotiate contracts with fee-for-service rates or cost reimbursement rates with network service providers that include the 2015 Renewal Term. ATCIC will use up to \$625,331.00 to purchase services from the network providers and community-based vendors in accordance with this Work Statement.

(Milburn Trust Funds)

ATCIC will negotiate contracts with fee-for-service rates or cost reimbursement rates with network service providers that include the 2015 Renewal Term. ATCIC will use up to a maximum of \$32,352.00 from the Milburn Trust Funds to purchase services from the network service providers and community-based vendors in accordance with this Work Statement.

Billing Documentation and Request for Payment

Per the terms and conditions of this Agreement, ATCIC will file a complete and correct (as reasonably determined by Department) Request for Payment and Status of Funds Report ("Request for Payment"), a Monthly Expenditure Report, and a Compliance Certification Form with the Department by the 30th of the month immediately following the month in which services have been rendered. The Request will itemize, in detail and per Department's reasonable specifications, services and supports provided to eligible clients and costs.

(Travis County General Fund)

During the 2015 Renewal Term, ATCIC will provide billing detail with each monthly Request for Payment showing the amount expended for direct services and supports, the client ID, and the service provided to the target populations. The Office of Children's Services (OCS) Prevention and Intervention Manager or their designee will review the billing detail to ensure that all services billed comply with the service eligibility specified in this Agreement for Travis County general revenue dollars.

(Milburn Trust Funds)

ATCIC will provide separate billing detail for Milburn Trust Fund clients with each monthly Request for Payment. The billing detail shall reflect the amount expended for direct services and supports the client name and the service provided to the target populations. The OCS Prevention and Intervention Manager or their designee will review the billing detail to ensure that all services billed comply with the service eligibility specified in this Agreement for Milburn Trust funding.

ATCIC will cooperate with the Department throughout the 2015 Renewal Term in allocating Contract Funds for the target populations, as reasonably required by County.

**ATTACHMENT C
FY'15 Budget System of Care MSO
PROGRAM BUDGET DETAIL - GENERAL FUND**

Agency: Austin-Travis County Mental Health and Mental Retardation Center d.b.a. Austin-Travis County Integral Care

	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL				
Salaries (insert total from attached worksheet)				\$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		625,331.00		625,331.00
Other: MSO FEE (.079429 of Specific Assistance to Individuals)		49,669.00		49,669.00
				0.00
C. TOTAL DIRECT ASSISTANCE	\$0.00	\$675,000.00	\$0.00	\$675,000.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (A + B + C + D)	\$0.00	\$675,000.00	\$0.00	\$675,000.00

Note: Grand Total does not include program income

**ATTACHMENT C.1
FY'15 Budget System of Care MSO
PROGRAM BUDGET DETAIL - MILBURN TRUST**

Agency: Austin-Travis County Mental Health and Mental Retardation Center d.b.a. Austin-Travis County Integral Care
Programs: Children F.I.R.S.T. and Healthy Families

	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	BALANCE - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL				
Salaries (insert total from attached worksheet)				\$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		32,352.00		32,352.00
Other: MSO FEE		0.00		0.00
				0.00
C. TOTAL DIRECT ASSISTANCE	\$0.00	\$32,352.00	\$0.00	\$32,352.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (A + B + C + D)	\$0.00	\$32,352.00	\$0.00	\$32,352.00

Note: Grand Total does not include program income

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 09/23/14
Name of Affiant: David Evans
Title of Affiant: CEO
Business Name of Proponent: Austin Travis County Integral Care
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.

[Signature]
Signature of Affiant
1430 Collier St. Austin TX 78704
Address

SUBSCRIBED AND SWORN TO before me by Iris Vanover on Sept 23, 2014.

[Signature]

Notary Public, State of TX

Typed or printed name of notary
My commission expires: May 8, 2018



EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
August 28, 2014

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	
Executive Assistant	Sue Spears	
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	Madison A. Gessner*	
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	
Interim County Executive, Planning & Budget	Leroy Nellis*	
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.	
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	Jennifer Kraber*	
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	Elaine Casas, J.D.*	

Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB
 Purchasing Agent Assistant IV.....CW Bruner, CTP, CPPB
 Purchasing Agent Assistant IV.....Lee Perry
 Purchasing Agent Assistant IV.....Jason Walker
 Purchasing Agent Assistant IV.....Richard Villareal
 Purchasing Agent Assistant IV.....Patrick Strittmatter, CPPB
 Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB, CTPE
 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, CPPB
 Purchasing Agent Assistant IV.....Angel Gomez
 Purchasing Agent Assistant IV.....Jesse Herrera, CPPB, CTPM, CTCM, CTP
 Purchasing Agent Assistant III.....Vacant
 Purchasing Agent Assistant III.....David Walch
 Purchasing Agent Assistant III.....Michael Long, CPPB
 Purchasing Agent Assistant III.....Sydney Ceder
 Purchasing Agent Assistant III.....Ruena Victorino
 Purchasing Agent Assistant III.....Rachel Fishback
 Purchasing Agent Assistant II.....L. Wade Laursen
 Purchasing Agent Assistant II.....Sam Francis
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Rosalinda Garcia
 HHSVS Financial Manager.....Kathleen Haas
 HHSVS Contract Compliance Spc.....John Bradshaw
 HHSVS Contract Compliance Spc.....Ladonna Brazel
 HHSVS Contract Compliance Spc.....San Juana Gonzales
 HHSVS Contract Compliance Spc.....Latrice Johnson
 HHSVS Financial Analyst Lead.....Lisa Glass
 HHSVS Division Director.....Jim Lehrman
 HHSVS Division Director.....Deborah Britton
 HHSVS Planning Manager.....Lawrence Lyman

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
Purchasing Business Analyst.....	Jennifer Francis	11/29/14
Executive Assistant	Barbara Smith.....	01/15/15
Attorney, Transactions Division	Jim Connolly	02/28/15
County Executive, Planning & Budget	Leslie Browder ...	03/31/15

* - Identifies employees who have been in that position less than a year.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: September 15, 2014

TO: Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

FROM: 
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Contract renewals

Proposed Motion:

Consider and take appropriate action to approve start dates for certain TCHHSVS contract renewals that have been drafted but are still in the process of being reviewed either by the vendor, a third party (ATCIC or the City of Austin) or one of the various county departments involved in the contracting process and will not be completed in time to be posted on the 9/30/14 Commissioners Court agenda. Final approval of the contracts will be based on the submitting of final documents to the Commissioners Court upon completion and execution by other parties.

Summary and Staff Recommendations:

1) Encompass Medical Management, Inc.
Contract Number: 4400000683
Contract Period: 9/30/14 – 9/29/15
Contract Amount: \$45,000

This contract is funded through the Parenting in Recovery (PIR) grant and provides database management and program evaluation for the PIR project. TCHHSVS is

waiting for the approval of a no-cost extension request that will fund the 9/30/14 – 9/29/15 grant year. The grantor has indicated that it will be late September or early October before a decision is made. While TCHHSVS fully expects to receive approval, it will not execute this contract if the grant funds are not awarded.

2) ATCIC SAMSO

Contract Number: 4400000372
 Contract Period: 10/1/14 – 9/30/15
 Contract Amount: \$1,277,720

Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

There is \$881,799 in the FY'15 TCHHSVS budget for this contract. The City of Austin is expected to contribute \$310,921 but has not yet confirmed this amount. The Parenting in Recovery (PIR) grant will contribute \$134,599 if the TCHHSVS request for a no-cost extension of the grant is approved. While TCHHSVS expects to receive approval of the no-cost extension request for the PIR funds, this money will be taken out of the contract if the extension is not approved.

3) ATCIC System of Care

Contract Number: 4400000374
 Contract Period: 10/1/14 – 9/30/15
 Contract Amount: \$707,352

TCHHSVS uses a contract with ATCIC to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. ATCIC acts as the managed services organization, overseeing the services provided by a network of vendors.

The FY'15 contract has money from the following sources:
 \$675,000 in General Fund money;
 \$32,352 from the Milburn Trust.

4) ATCIC Main

Contract Number: 4400000375
 Contract Period: 10/1/14 – 9/30/15
 Contract Amount: \$1,453,014

Under this Interlocal, ATCIC is required to serve as the lead in assessment, planning, and evaluation functions relative to mental health, intellectual/developmental disabilities, and substance abuse services in support of the Community Action Network process.

ATCIC also is responsible for the provision of certain mental health and intellectual/developmental disability services, either as a direct provider or through subcontracts with other providers, for the priority populations defined by the Texas Department of State Health Services. The priority populations include adult diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with severe and persistent mental illness, including those with current or previous involvement in the criminal justice system.

5) ATCIC Child Therapist

Contract Number: 4400001018

Contract Period: 10/1/14 – 9/30/15

Contract Amount: \$78,214

Also funded through the TCC grant, this contract funds 100% of a Child Therapist position at ATCIC. The therapist works with children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

6) City/County, Public Health Interlocal Agreement

Contract Number: 4400001726

Contract Period: 10/1/14 – 9/30/15

Contract Amount: \$3,122,526.

Contract provides thirteen different health related programs for Austin and Travis County residents. Services include: Community Health Improvement Planning, Chronic Disease Prevention and Control, Communicable Disease Prevention, Environmental Health Services, Epidemiology and Surveillance, Health Authority, Immunizations, Injury Prevention, Office of Vital Records and more.

7) City/County, Animal Services Interlocal Agreement

Contract Number: 4400001169

Contract Period: 10/1/14 – 9/30/15

Contract Amount: \$1,115,472

Contract provides animal control services including rabies and dispatch to the unincorporated areas of Travis County. Also provides prevention services, shelter services and spay and neuter clinics.

TCHHSVS staff recommends approving these renewals.

Budgetary and Fiscal Impact:

This information is included with each contract listed above.

Issues and Opportunities:

Once drafted by the Travis County Attorney's Office, these contracts are reviewed by TCHHSVS, the vendor, the City of Austin in the case of ATCIC SAMSO, the Travis

County Auditor's Office and the Travis County Purchasing Office. The review process can take several weeks or even months depending on the complexity of the contract and response time of other parties.

The services provided by these contracts need to be continued while the drafts are reviewed. Those contracts funded solely by PIR grant money will not be executed if the no-cost extension for the grant is not approved. Those contract partially funded by PIR money will have that funding removed from the contract if the no-cost extension is not approved.

Background:

TCHHSVS is working with all parties concerned to get these contracts reviewed and executed as soon as possible.

Cc: Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Pfaffenberger, Analyst, Planning and Budget Office
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 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: Ratify Contract Award to Advanced Trauma Solutions, Inc., for (TARGET) Program Training and Coaching Services

➤ **Purchasing Recommendation and Comments:**

This contract will allow Juvenile Probation staff to receive training and certification in the use of the Trauma Affect Regulation Guide for Education and Treatment (TARGET) program with juveniles. TARGET is designed to address trauma related symptoms.

With the complexity of meeting grant specific requirements in the development of the contracts scope of service, delays were experienced in the execution of this agreement. To meet the grant related time line training services began September 1, 2014; therefore, it is requested that the Court ratify and approve the contract effective September 1, 2014.

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

➤ **Contract-Related Information:**

Award Amount: As needed

Contract Type: Professional Service

Contract Period: September 1, 2014 – September 30, 2015

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

Modification Amount:

Modification Type:

Modification Period:

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

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

Award has been protested; interested parties have been notified.

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

Comments: Contracts in route for signatures from service provider

➤ **Funding Information:**

SAP Shopping Cart #: N/A

Funding Account(s): 1450010001/GL 512020

Comments:



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
Estela P. Medina
Chief Juvenile Probation Officer

RE: Advanced Trauma Solutions

DATE: September 3, 2014

The Travis County Juvenile Probation Department is requesting to renew the contract with Advanced Trauma Solutions. This contract provides TARGET (Trauma Affect Regulation: Guide for Education and Treatment) training as it relates to personnel issues that are related to Trauma. The training will include counselors, case managers, and juvenile probation officers with certification obtained at the end of training. The contract term will be extended from September 1, 2014 through September 30, 2015.

Vendor: 1000019271
IO# cost center: 1450010001
GL#: 512020

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Dr. Erin Foley
Darryl Beatty
Sylvia Mendoza

**PROFESSIONAL SERVICES
AGREEMENT**

BETWEEN

TRAVIS COUNTY

AND

ADVANCED TRAUMA SOLUTIONS, INC. (ATS)

FOR

TARGET PROGRAM TRAINING AND COACHING SERVICES

CONTRACT NO. 4400002264



Travis County Purchasing Office

TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term.....	4
3.0	Contractor’s Responsibilities	4
4.0	Compensation, Billing and Payment.....	6
5.0	Records, Confidentiality and Access	7
6.0	Modifications/Amendments	8
7.0	Other Provisions.....	8
	Approvals.....	13

Attachments

Attachment A – Scope of Services	14
Attachment B - Fee Schedule	17
Attachment C - Insurance Requirements.....	19
Attachment D – Ethics Affidavit including:.....	22
Exhibit 1-List of Key Contracting Persons.....	23
Attachment E – Certification regarding Debarment.....	25

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR TARGET PROGRAM TRAINING AND COACHING SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the “COUNTY”) and Advanced Trauma Solutions, Inc. (ATS), (the “CONTRACTOR”).

WHEREAS, COUNTY desires to obtain Trauma Affected Regulation (TARGET) Training and Coaching Services for the Juvenile Probation Department, and;

WHEREAS, CONTRACTOR has the professional ability and expertise to provide such 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 successor.
- 1.3 "County Auditor" means Travis County Auditor Nicky Riley, or successor.
- 1.4 "Parties" mean Travis County and Advanced Trauma Solutions, Inc.-ATS.
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or
 - 1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;
 - 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 Agreement and marked as Attachment D.
- 1.7 ""Director" means the Chief Juvenile Probation Officer of Travis County, who will administer this Agreement, or his/her designated representative.
- 1.8 "Client" means designated staff members of the Juvenile Probation Department who are referred to CONTRACTOR for services.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall begin September 1, 2014, and shall continue until September 30, 2015.

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 Agreement 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 her 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 duties that it has accepted as part of 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 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.

3.7 Contractor Requests for Information. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Director and may rely on all factual information supplied by the Director in response to his requests. However, the Director shall not serve as the agent of COUNTY or Commissioners Court or any elected official of COUNTY for any other purpose than conveying factual information.

3.8 Professional Licensure/Certification. CONTRACTOR shall maintain all necessary licenses and certifications related to the professional services being provided hereunder, and shall perform all services under this Agreement according to the applicable federal, state, and local rules and regulations. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.9 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.10 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of juveniles served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of chapter 261 of the Texas Family Code.

3.11 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.11.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.11.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR.

3.11.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where CONTRACTOR was the alleged or designated perpetrator.

3.12 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance of the services described in Attachment A, Scope of Services, by CONTRACTOR pursuant to the terms of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Cost for Training Services incorporated into the Scope of Services which is attached hereto as Attachment A and made a part hereof.

4.1.1 Not to exceed amount: Not applicable – As needed basis agreement

4.1.2 Additional Fees: Not applicable

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 Travis County Juvenile Probation Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. Payment is to be made monthly and CONTRACTOR shall submit an invoice to COUNTY no later than ten (10) days after the last day of the month for which payment is being requested. The invoice shall include such information as may be required by COUNTY, including at a minimum the service hours provided for which payment is requested and the following information:

4.4.1 the Agreement reference number;

4.4.2 an invoice number and invoice date;

4.4.3 the designation of the training as TARGET Program Training or Coaching Services;

4.4.4 the date(s) of training and a description of the training hours;

4.4.5 the staff members who received training and a calculation of the contracted hourly rate for each staff member;

4.4.6 the total training cost being requested for that month's payment.

In addition to the invoice, CONTRACTOR shall attach a training roster as supporting documentation that lists the name of each Client served along with the following information corresponding with each Client named and the dates of his/her participation.

Invoices may be e-mailed to Michael Williams, Accountant Lead at:
Michael.Williams@co.travis.tx.us,
or original invoices may be sent to:

Travis County Juvenile Probation Dept.
2515 South Congress Ave
Austin, Texas 78704
Attn: Financial Services

4.5 Overpayment. 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

4.6 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 and its rules and regulations before any Agreement funds are payable.

4.7 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.8 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 an Agreement for the purchase of personal or professional services.

4.9 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of COUNTY, COUNTY may terminate this Agreement after giving CONTRACTOR twenty (20) days written notice that this Agreement is terminated due to the failure to fund it.

4.10 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any Clients to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

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 Clients 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.

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 THE 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 Director 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 Agreement. 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 MISCELLANEOUS:

7.1 Copyrights, Patents and 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. CONTRACTOR 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.

7.2 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.

7.3 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 this Agreement is terminated, as provided herein.

7.4 Non-Waiver of Default

7.4.1 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.

7.4.2 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.

7.5 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement.

7.6 Entire Agreement

7.6.1 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.

7.6.2 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.

- 7.6.2.1 Attachment A -- Scope of Services
- 7.6.2.2 Attachment B -- Fee Schedule
- 7.6.2.3 Attachment C -- Insurance Requirements
- 7.6.2.4 Attachment D -- Debarment and Suspension

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):

Estela P. Medina (or her successor)
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
P.O. 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:

Advanced Trauma Solutions, Inc.
11 Melrose Drive
Farmington, Connecticut 06032
Office: 860.269.8663

7.8.4 Change of Address. Each party may change the address for providing notice 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.

7.9 Authority of the DIRECTOR. The DIRECTOR will act on behalf of the COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.10 Dispute Resolution. The Purchasing Agent will act as the County representative in disputes where the CONTRACTOR has been unable to successfully resolve such dispute with the Juvenile Probation Department. Any document, notice or correspondence in relation to the dispute at this stage not issued by or to the Purchasing Agent is void unless otherwise stated in this Agreement. 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 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 provide CONTRACTOR with a written response to the dispute containing the final resolution by County. If the matter is not resolved to the CONTRACTOR'S satisfaction in this final notice, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the final unsatisfactory reply. 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.

7.11 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, §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 must remain confidential as described in Tex. Civ. Prac. And Rem Code §154.073, unless both parties agree, in writing, to waive the confidentiality.

7.12 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.13 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.

7.14 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.

7.14.1 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.

7.14.2 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, Texas.

7.14.3 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.

7.15 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.

7.16 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 during 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.

7.17 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.

7.18 Interpretational Guidelines

7.18.1 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.

7.18.2 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.

7.18.3 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.

7.18.4 Contract/Agreement. As used in this document, the terms "Contract" and "Agreement" are synonymous.

7.19 Conflict of Interest:

If required by Chapter 176, Texas Local Government Code, CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. CONTRACTOR shall update this Questionnaire by September 1 of each year for the duration of this Agreement, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, CONTRACTOR shall submit an updated Questionnaire. CONTRACTOR should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Advanced Trauma Solutions, Inc.-ATS

Travis County

J Ford

By: Judith Ford, M.A., President
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 10/1/14

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

Trauma Affect Regulation: Guide for Education & Treatment (TARGET)

Scope of Services

Curriculum Description and Training Model

TARGET is designed to address the primary personal issues that are related to trauma, such as PTSD symptoms, rage, traumatic grief, survivor guilt, shame, interpersonal rejection, and existential/spiritual alienation. The seven core skills in TARGET are taught by coaching and guided practice, and are described by the acronym FREEDOM (i.e., Focus, Recognize triggers, Emotion self-check, Evaluate thoughts, Define goals, Options, Make a contribution). Advanced Trauma Solutions (ATS) provides an intensive training and rigorous quality assurance program for agencies interested in learning to use the TARGET treatment model in their programs. Training includes a series of components designed to guide administrators, clinical staff, and line staff through an intensive learning process that prepares them to implement TARGET concepts and skills in group, individual, and family settings, and the milieu.

I. ATS Training Services

All TARGET Training Courses are designed for counselors, case managers, line staff, juvenile probation officers, program directors and administrators. The training activities in the second contract year reinforce and expand on the foundation in TARGET concepts and skills that each trainee has acquired through a unique combination of facilitating groups, facilitating individual sessions, fidelity coaching, group consultation, skill reinforcement and the 3-Day Level 1 TARGET Training. The training activities to be completed in the second contract year of TARGET implementation are as follows:

Training Activities

1. TARGET On-Line Learning Course – 3 hours (*required for all program staff, program directors and supervisors*)
2. TARGET Booster Training – 1.5 Days (*required every 6 months for all program staff who have completed a 3-Day Level 1 TARGET Training and are currently, or preparing to, lead TARGET groups or individual sessions*)
3. TARGET T4 Booster Training- 1 Day (*required every 6 months for all program staff who have completed a 3-Day Level 1 TARGET Training and are currently, or preparing to, provide TARGET skill reinforcement*)
4. TARGET Skills Integration Training – 1/2 Day (*required every 6 months for all program staff conducting TARGET groups and individual sessions and all support staff who are participating in the TARGET program*)
5. Written Materials and Instructional Content (*included for program staff as needed*)

II. Quality Assurance – Coaching and Fidelity Monitoring

ATS has in place a quality assurance process designed to maximize fidelity/integrity of delivery of TARGET and adherence and competence by facilitators/counselors when implementing the intervention.

The components of this QA process are:

- Fidelity review of available taped sessions by a TARGET fidelity monitor for a minimum of one hour for each facilitator per month until achievement of the status, "Certified."
- A fidelity checklist comprised of discreet items keyed to engagement, group structure, and each of the concepts/skills in the 10 sessions of the group curriculum.
- A process for electronically delivering tapes of TARGET sessions to a secure and private on-line drop box where the TARGET coach can retrieve, review, and rate each tape for fidelity.

- Individual monthly fidelity coaching sessions for each facilitator who conducts TARGET groups. Certified TARGET facilitators may attend a monthly group coaching session as an alternative to an individual fidelity coaching session.
- Just-in-Time Consultation – ATS trainers will be available by phone and e-mail to clinicians, staff, or administrators who need just-in time trouble shooting, debriefing, and preparation for upcoming challenges. ATS staff will e-mail program directors, and program/residential/facility staff whenever an issue of immediate importance (e.g., child safety risks, boundary violations) is observed on a taped TARGET session as specified by Travis County Juvenile Probation Department Administration.

III. TARGET Proficiency and Certification Standards

Proficiency and Certification are processes that involve active participation in all training and QA activities and achievement of high standards of fidelity. Once an individual has achieved certification, they will be required to meet standards for recertification. These individuals will be able to retain certification with only minimal fidelity review and revised training and consultation expectations.

- All program staff members who facilitate groups or individual TARGET sessions for community-based and residential programs and detention facilities will have the opportunity to achieve certification status in TARGET. Certification means those individuals have met all ATS standards and will receive a certificate stating they are fully prepared and competent to conduct TARGET groups for a period of 1 year.
- Relevant data regarding progression towards TARGET proficiency, certification and recertification will be available to supervisors and program directors electronically on all program staff members who facilitate groups or individual TARGET sessions for community-based and residential and detention facilities.

Proficiency

Video record and submit all TARGET sessions

Of 16 rated sessions, 75% must meet proficiency standards

Attend at least 80% of TARGET consultations

Attend 100% of required trainings and achieve a score of 75% on written post test

Certification

Achieved the status of "Proficient"

Video record and submit all TARGET FREEDOM Step sessions

Of 8 rated sessions, 75% must meet certification standards

Attend at least 80% of TARGET consultations

Attend 100% of required trainings

Recertification

Achieved the status of "Certified"

Video record and submit a minimum of 8 FREEDOM Step sessions of TARGET per year

Of 8 rated sessions, 75% must meet certification standards

Attend at least 80% of TARGET consultations

Attend 100% of required trainings

ATTACHMENT B
FEE SCHEDULE

**Travis County Juvenile Probation Dept.
August 2014 - Rates**

Training (per day/per trainer)	\$3,175
Professional Services (per hour)	\$389.50

(Services include: Phone consultation groups, Fidelity Monitoring, Consultation to Leadership Team and any other services deemed necessary)

Materials

Group Manuals	\$184
Individual Manuals	\$184
Family Manuals	\$212.75
T4 Manuals	\$115
Training Packets	\$17.25
Mini-Manuals	\$40.25
Spanish Handouts	\$57.50
Stress Flash Cards	\$17.25
Stress Postcards	\$2.30
SOS Cards	\$2.30
FREEDOM Brochure	\$3.45
TARGET Stress Brochures	\$5.75
Thought Flashcards	\$17.25
Emotion Flashcards	\$17.25
Goals Flashcards	\$17.25
SOS Wristbands	\$1.75
FREEDOM Steps Poster	\$17.25
TARGET Online Course	\$172.50

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

The following requirements (II.A - II.E, inclusive) apply to the Contractor and 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. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a
\$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services 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

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, 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 dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a 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 §

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Contractor: _____
County of Contractor: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons 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 Contractor is doing business or has done business during the 365 day period immediately prior to the date on which Contractor executed the Contract.

Signature of Affiant

Address of Affiant

SUBSCRIBED AND SWORN TO before me by _____ on ____, 20__.

Notary Public, State of Texas

Typed or printed name of notary
My commission expires: ____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 17, 2014

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	
Executive Assistant.....	Cheryl Brown	
Executive Assistant.....	Melissa 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	
Executive Assistant.....	Sue Spears	
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.....	Madison A. Gessner*	
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	
Interim County Executive, Planning & Budget.....	Leroy Nellis*	
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.	
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.....	Jennifer Kraber*	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson	
Chief Juvenile Probation Officer.....	Estela P. Medina	
Attorney, Juvenile Probation.....	Chris Hubner	

Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Elaine Casas, J.D.*
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB
 Purchasing Agent Assistant IV CW Bruner, CTP, CPPB
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter, CPPB
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB, CTPE
 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, CPPB
 Purchasing Agent Assistant IV Angel Gomez
 Purchasing Agent Assistant IV Jesse Herrera, CPPB, CTPM, CTCM, CTP
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Sydney Ceder
 Purchasing Agent Assistant III Ruena Victorino
 Purchasing Agent Assistant III Rachel Fishback
 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 Rosalinda Garcia

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
Purchasing Business Analyst	Jennifer Francis	11/29/14
Executive Assistant.....	Barbara Smith	01/15/15
Attorney, Transactions Division.....	Jim Connolly.....	02/28/15
County Executive, Planning & Budget.....	Leslie Browder.....	03/31/15

* - 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:

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.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number: Jorge Talavera, CPPO, CPPB/854-9762;
Marvin Brice, CPPB/854-9765

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for the Ned Granger Building Renovation-County Attorney 3rd Floor, IFB No. 1408-004-JT, to the low bidder, AG Construction Management.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

This contract requires the Contractor to provide labor, equipment, materials and supervision necessary for the interior renovation of the Ned Granger Building third floor at 314 W. 11th Street, in Austin, Texas.

IFB 1408-004-JT was issued on September 3, 2014, to solicit bids for the project referenced above. After a total of seventy-eight (78) vendors were solicited, seven (7) bids were received (six electronically and one "paper" bid) in response to the solicitation when subject IFB opened on September 24, 2014 at 2:00 p.m. The apparent low bidder is AG Construction Management with a base bid of \$1,776,000.

Facilities Management recommends that a contract be awarded to AG Construction Management in the amount of \$1,776,000. FMD has determined that the price is fair and reasonable.

As a matter of interest to the Court, the Contractor being recommended for award is a Certified Historically Underutilized Businesses (HUB) and will be subcontracting 43% of the contract amount to Certified HUB's. Also, three (3) of the seven (7) bids received were from Certified HUB's.

- **Contract-Related Information:**

Award Amount: \$1,776,000.

Contract Type: Construction

Contract Period: 150 Calendar Days after NTP issuance

- **Solicitation-Related Information:**

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

Solicitations Sent: 78

Responses Received: 7

HUB Information: 3

% HUB Subcontractor: 43%

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300001479

Cost Center-G/L no'(s): 1148000001-522020 and 1140090001-511530

Comments:



FACILITIES MANAGEMENT DEPARTMENT

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

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: TCAB-28-12C-4R

FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

DATE: October 9, 2014

SUBJECT: Ned Granger Building Renovation- Third Floor County Attorney
IFB No.: B1408-004-JT

Facilities Management Department (FMD) recommends award of the Ned Granger 3rd Floor Renovation base bid in the amount of \$1,776,000 to the low bidder, AG Construction Management. Seven general contractors bid on the subject project. The bid was opened on September 24, 2014.

FMD has reviewed the attached bid tabulation and determined that the low bid is fair and reasonable. The construction schedule is for 150 calendar days after the issuance of the Notice to Proceed.

Funding for this Project is located in the Cost Center-G/L 1148000001-522020 and 1140090001-511530. Funds Reservation Document (FRD) 300001479 is in place for \$1,776,000. In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on October 21, 2014. If approved, please issue a fully executed contract to AG Construction Management. Please call Gabe Stock at extension 45240 if you have any questions.

ATTACHMENTS:

1. Bid tabulation form

COPY TO:

Leroy Nellis, Acting County Executive, PBO
Amy Draper, CPA, Financial Manager, FMD
Ken Gaede, AIA, Senior Project Manager, FMD
Gabriel Stock, AIA, LEED-AP, Senior Architectural Associate, FMD
Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
Jorge Talavera, CPPO, CPPB, Construction & A/E Services Procurement, TCPO

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2014 OCT -9 PM 4:25

**TRAVIS COUNTY PURCHASING
CONSTRUCTION CONTRACTS
BID TABULATION FORM**

BID NO.: B1408-004-JT **BID DATE:** September 24, 2014 **BIDS SOLICITED:** 78

DESCRIPTION: Ned Granger Building Renovation-County Attorney 3rd Floor **OPEN TIME:** 2:00 p.m. CST **BIDS RECEIVED:** 7

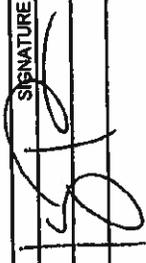
DEPARTMENT: Travis County Facilities Management Department **BIDS EXPIRE:** December 23, 2014 **HUBS SOLICITED:** 18

CONTACT/NO.: Gabriel Stock 512-854-5240 **HUBS RECEIVED:** 3

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	AGCM	\$1,776,000.00	X	X	X	X	X	Y	43.0%
2	Tegrity Contractors, Inc.	\$1,877,777.00	X	X	X	X	X	Y	0.0%
3	S&G Contracting, Inc.	\$1,930,000.00	X	X	X	X	X	N	1.0%
4	IE2 Construction, Inc.	\$1,949,000.00	X	X	X	X	X	N	4.0%
5	Kiewit Building Group	\$2,022,000.00	X	X	X	X	X	N	0.0%
6	Rodriguez Barr Inc. dba The Barr Company, AIA*	\$2,122,000.00		X	X	X	X	Y	0.0%
7	Southwest Corporation	\$2,123,299.72	X	X	X	X	X	N	38.0%

*Bidder did not submit all required bid documents and thus bid was deemed non-responsive.

Reviewed and Acknowledged By:

	DATE
JORGE TALAVERA	9/24/14

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400002273; IFB NO. B1408-004-JT

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and **AG Construction Management** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of **Ned Granger Building Renovation – County Attorney 3rd Floor** (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Agent), the Contractor's Bid (including the Bidding Documents, the Bid Form, any appendices to the Specifications addressing additional technical or other Project requirements, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **Ned Granger Building Renovation – County Attorney 3rd Floor, IFB No. B1408-004-JT**; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **Ned Granger Building Renovation – County Attorney 3rd Floor, IFB No. B1408-004-JT**, any appendices to the Specifications addressing additional technical or other Project requirements, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **150 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions or as expressly provided in the Construction Contract documents, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$700 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of the General Conditions, the total sum of \$1,776,000.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$1,576,000.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) \$200,000.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Facilities Management Department (TCFMD), the Contractor, the Purchasing Agent, and the Commissioners Court, as necessary.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

AG CONSTRUCTION MANAGEMENT

By: _____
Samuel T. Biscoe
Travis County Judge

By: Anthony Gutierrez
Name: ANTHONY GUTIERREZ

Date: _____

Title: OWNER

Date: 10-16-14

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, October 28, 2014

Prepared By/Phone Number: C.W. Bruner, 854-9760

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Approve twelve-month extension (Modification No. 6) to Contract No. 440000027 (HTE Contract No. 08T00263OJ), Frost Insurance Agency, for Excess Workers Compensation Insurance.

- **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 provides Excess Workers Compensation Insurance coverage for Travis County.

This Modification No. 6 extends the contract for an additional twelve (12) months, from November 1, 2014 through October 31, 2015.

The premium rate offered by Frost Insurance Agency with Midwest Employers Casualty Company as the carrier is \$0.0832 per \$100 of actual payroll based on an annual audit. The premium rate per \$100 of actual payroll increased 5% over the previous rate in FY14. The deposit premium will be \$240,062.00 with an additional flat charge of \$15,807.00 per helicopter due with the deposit premium. The final premium will be based on the actual payroll developed over the period and determined by audit.

- **Contract Modification Information:**

Modification Amount: \$303,290.00 (Estimated amount)

Modification Type: Bilateral / Requirements

Modification Period: November 1, 2014 to October 31, 2015

- **Funding Information:**

SAP Shopping Cart # / Funds Reservation #: 300001459

Comments:



Human Resources Management Department

700 Lavaca St. 4th Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-4203

Memorandum

September 19, 2014

To: Cyd Grimes, County Purchasing Agent

From: William Paterson, Risk Manager, HRMD

Re: Excess Workers Compensation Renewal Review

WFP

After reviewing the options from Frost Insurance Agency, Inc.:

It is the recommendation of Risk Management that Travis County exercise its option to renew the contract with Frost Insurance Agency, Inc. with Midwest Employers Casualty Company as the carrier. The recommendation is based on Renewal Option # 1 due to statutory limits and the catastrophic occurrence protection. The renewal rate as quoted under option #1 is \$.0832 per \$100, the deposit premium is \$303,290.00 based on an estimated payroll of \$288,536,524.00, and with a minimum premium of \$231,863.00. The line item from which the premium will be paid from is GL 515310 and cost center # 1110048955. If you have any questions please call me at 854-9650. Thank you.

CC: Leroy Nellis, County Executive Planning and Budget
Debbie Maynor, Director, HRMD
C.W Bruner/Purchasing

Funds Reservation 30001459

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	10/01/2014
FM area	1000	Posting date	10/01/2014
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	SOLANOM	Created on	10/01/2014
Last changed by		Last changed	
More Data			
Text	Excess Workers Compensation contract renew 103114		
Reference			
Overall Amount	303,290.00 USD		

Document item 001			
Text			
Commitment item	515310	Funds center	1110048955
Fund	8955	G/L account	515310
Cost center	1110048955	Due on	
Vendor	1000004612	Customer	
Amount	<i>FROST INSURANCE</i> 303,290.00 USD		

**MODIFICATION OF CONTRACT NUMBER: 08T00263OJ, Excess Workers Compensation PAGE 1 OF 2 PAGES
(SAP # 4400000027)**

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: October 7, 2014
ISSUED TO: 1000004612 Frost Insurance Agency Attn: Cyndi White 3611 Paesanos Parkway, Suite 100 San Antonio, TX 78231	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: October 28, 2008
ORIGINAL CONTRACT TERM DATES: November 1, 2008 – October 31, 2010 CURRENT CONTRACT TERM DATES: November 1, 2014 – October 31, 2015		

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$197,819.00 Current Modified Amount: \$278,187.00

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

This modification number six to Policy Number EWC007085 Issued to Travis County, Texas by Midwest Employers Casualty is made by the following parties: Frost Insurance Agency (“Contractor”) and Travis County, Texas (“County”).

RECITALS:

In 2008, County and Contractor entered into a contract for Excess Workers Compensation Insurance Coverage to be provided by Midwest Employers Casualty that began November 1, 2008 and ended October 31, 2010. Paragraph 7.0 of the Contract authorized County to extend the Contract for one additional two year period. County exercised its option for the period from November 1, 2010 to October 31, 2012.

In 2012, County issued RFP P120213-CW. Contractor submitted the best negotiated response. Modification 4 created the first novation this contract and the extension of Policy Number EWC007085 by Midwest Employers Casualty. Modification 5 exercised the first option period of the first novation this contract and the extension of Policy Number EWC007085 by Midwest Employers Casualty. This modification 6 exercise the second option period of the first novation this contract and the extension of Policy Number EWC007085 by Midwest Employers Casualty. During this additional term and the options, all other terms and conditions remain unchanged.

AMENDMENT

Contractor and County agree to amend the Contract as follows:

1.0 EXERCISE OF OPTION: Pursuant to 7.1 of the Contract as amended in Modification 4, Travis County exercises its option to extend this agreement for the second option to extend the Novation from November 1, 2014 through October 31, 2015.

Note to Vendor:
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

2.0 RETENTION LEVEL FOR NOVATION: Pursuant to 7.1 of the Contract as amended in Modification 4, Contractor has advised that the self retained retention level be retained at the amount set for the first novation option, thus section 3.3 of the Contract as amended in Modifications 5 is deleted and the following is inserted in its place:

3.3 Self-Retained Retention First and Subsequent Novation Options During the first and subsequent options to extend the Novation commencing November 1, 2013, the workers' compensation retention is \$700,000 per occurrence for all classification codes.

3.0 PREMIUM PAYABLE FOR NOVATION: Pursuant to 7.1 of the Contract as amended in Modification 4, section 8.1 of the Contract as amended in Modification 4 is deleted and the following is inserted in its place:

8.1 Premium During Initial Term of Novation: During the initial one year term of the Novation:

8.1.1 The annual premium rate shall be \$0.0733 per \$100 of actual payroll based on an annual audit.

8.1.2 The minimum premium shall be \$161,342.00

8.1.3 The amount of the Deposit Premium is \$179,269.00 based on an estimated payroll of \$244,568,541.

8.1.4 An additional flat charge of \$24,758 per Aircraft and totaling \$74,274 for three aircraft is payable in addition to and at the same time as the Deposit.

8.2 Premium During First Option to Extend Novation: During the First Option to Extend Novation:

8.2.1 The annual premium rate shall be \$0.0792 per \$100 of actual payroll based on an annual audit which is within ten percent (10%) of the rate stated for the Initial Term of the Novation.

8.2.2 The minimum premium shall be \$207,978.75.

8.2.3 The amount of the Deposit Premium is \$212,972.00 based on an estimated payroll of \$268,904,371.

8.2.4 An additional flat charge of \$16,303.75 per Aircraft and totaling \$65,215 for four aircraft is payable in addition to and at the same time as the Deposit.

8.3 Premium During Second Option to Extend Novation: During the Second Option to Extend Novation:

8.3.1 The annual premium rate shall be \$0.0832 per \$100 of actual payroll based on an annual audit which is within ten percent (10%) of the rate stated for the First Option of the Novation.

8.3.2 The minimum premium shall be \$231,863.00.

8.3.3 The amount of the Deposit Premium is \$240,062.00 based on an estimated payroll of \$288,536,524.00.

8.3.4 An additional flat charge of \$15,807.00 per Aircraft and totaling \$63,228 for four aircraft is payable in addition to and at the same time as the Deposit.



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By: Jose Luis Arriaga **Phone #:** (512) 854-7562

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a preliminary plan: El Pampero Preliminary Plan - Gregg Manor Road - Two Lots - City of Austin 2-mile ETJ in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The subject property consists of a preliminary plan, El Pampero. It is located in the City of Austin's 2-mile ETJ. It proposes two total lots on 28.8 acres. The property is bounded by Greg Manor Road on the west and has the extension of an arterial roadway, Wells Branch Parkway, traversing the subject property. The applicant is proposing to dedicate the right-of-way for this arterail roadway with the final plat. The owner of the property is proposing a large trucking facility to be built on one of the lots. Water will be provided by Manville Water Supply. Wastewater will be provided by a private on-site sewer system.

STAFF RECOMMENDATIONS:

As this preliminary plan has been approved by the City of Austin's Zoning and Platting Commission and barring any new information, TNR staff recommends the preliminary plan for approval.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from anyone concerning the preliminary plan.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Location Map

Plan

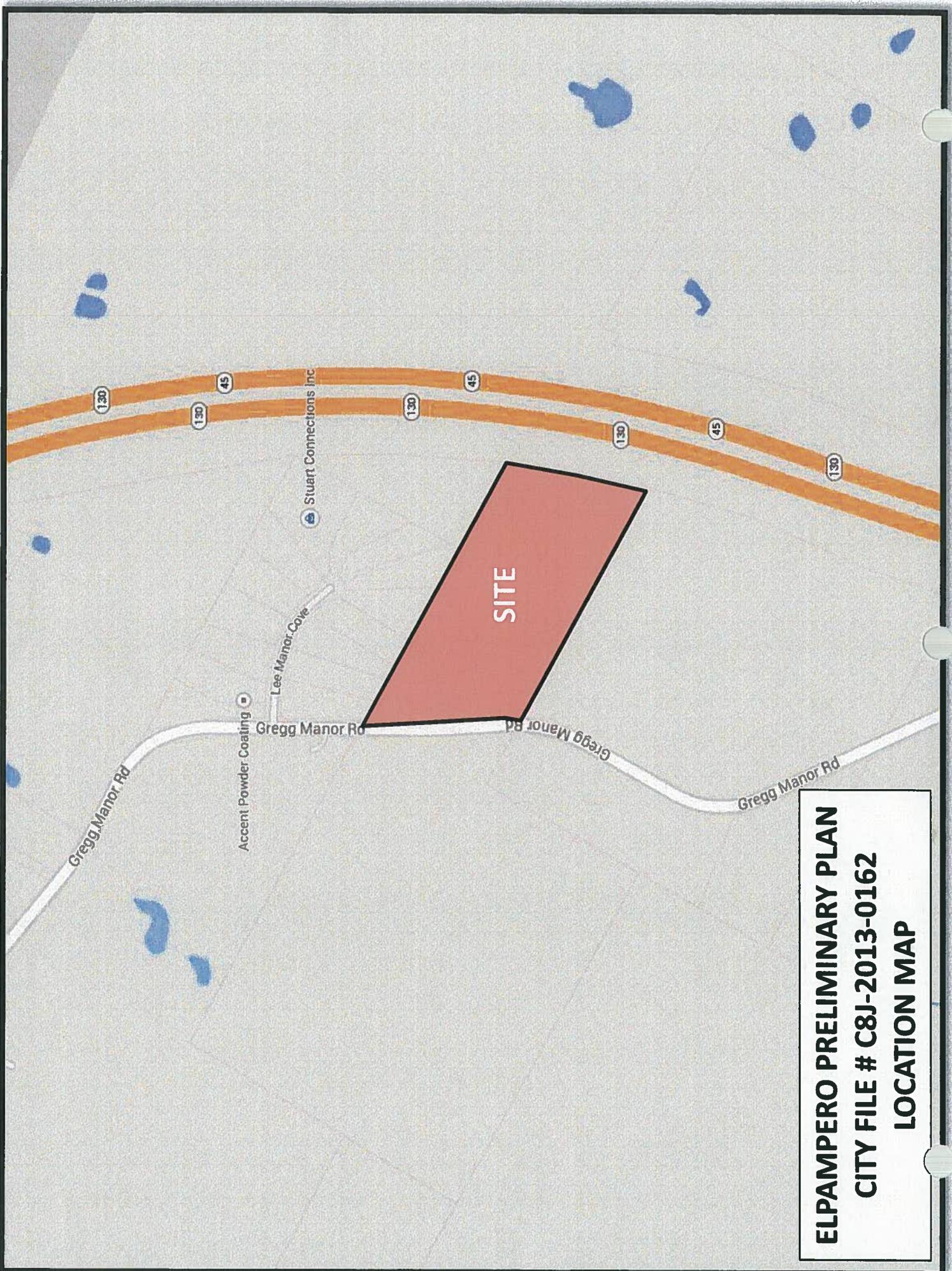
Precinct Map

REQUIRED AUTHORIZATIONS:

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

CC:

:
:
1101 - Development Services -



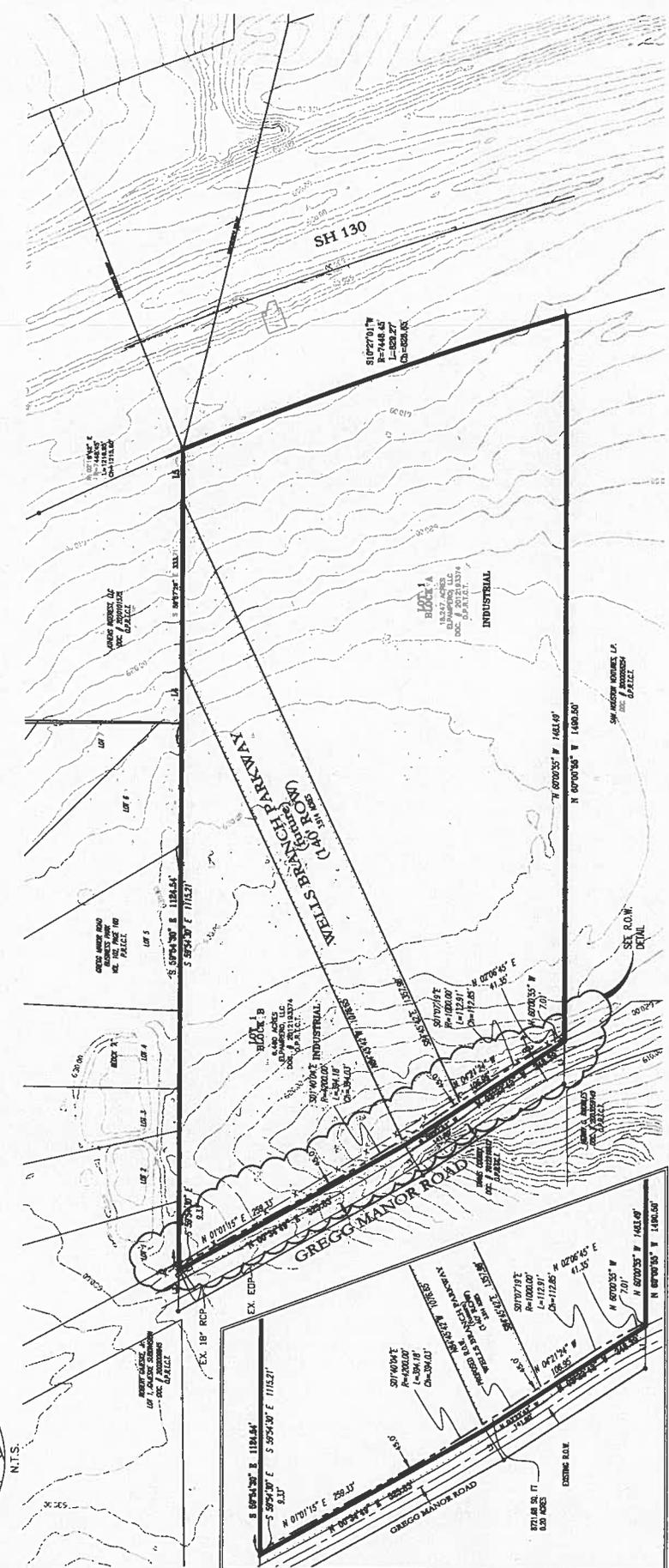
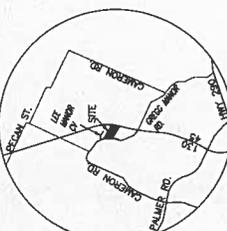
**ELPAMPERO PRELIMINARY PLAN
CITY FILE # C8J-2013-0162
LOCATION MAP**

PRELIMINARY PLAN FOR ELPAMPERO

LEGEND

- PROPERTY BOUNDARY
- IRON ROD SET
- IRON ROD FOUND
- CAPPED IRON ROD FOUND
- 1 LOT NUMBER
- APPROX. SIDEWALK LOCATION

SCALE: 1"=100'



GENERAL NOTES

THIS IS A PRELIMINARY PLAN. THE PROPERTY BOUNDARIES, LOT LINES, AND THE LOCATION OF THE IRON ROD SETS ARE BASED ON THE SURVEY DATA PROVIDED TO THE ENGINEER. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THE SURVEY DATA TO BE REASONABLY ACCURATE. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE TO VERIFY THE LOCATION OF THE IRON ROD SETS OR THE LOCATION OF THE PROPERTY BOUNDARIES. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE TO VERIFY THE LOCATION OF THE IRON ROD SETS OR THE LOCATION OF THE PROPERTY BOUNDARIES.



COA FILE# CB1-2013-0162

DATE: 10/10/10

BY: [Signature]

WELLS BRANCH PROPERTY TO BE FINISHED AND CONSTRUCTED BY TRAVIS COUNTY.

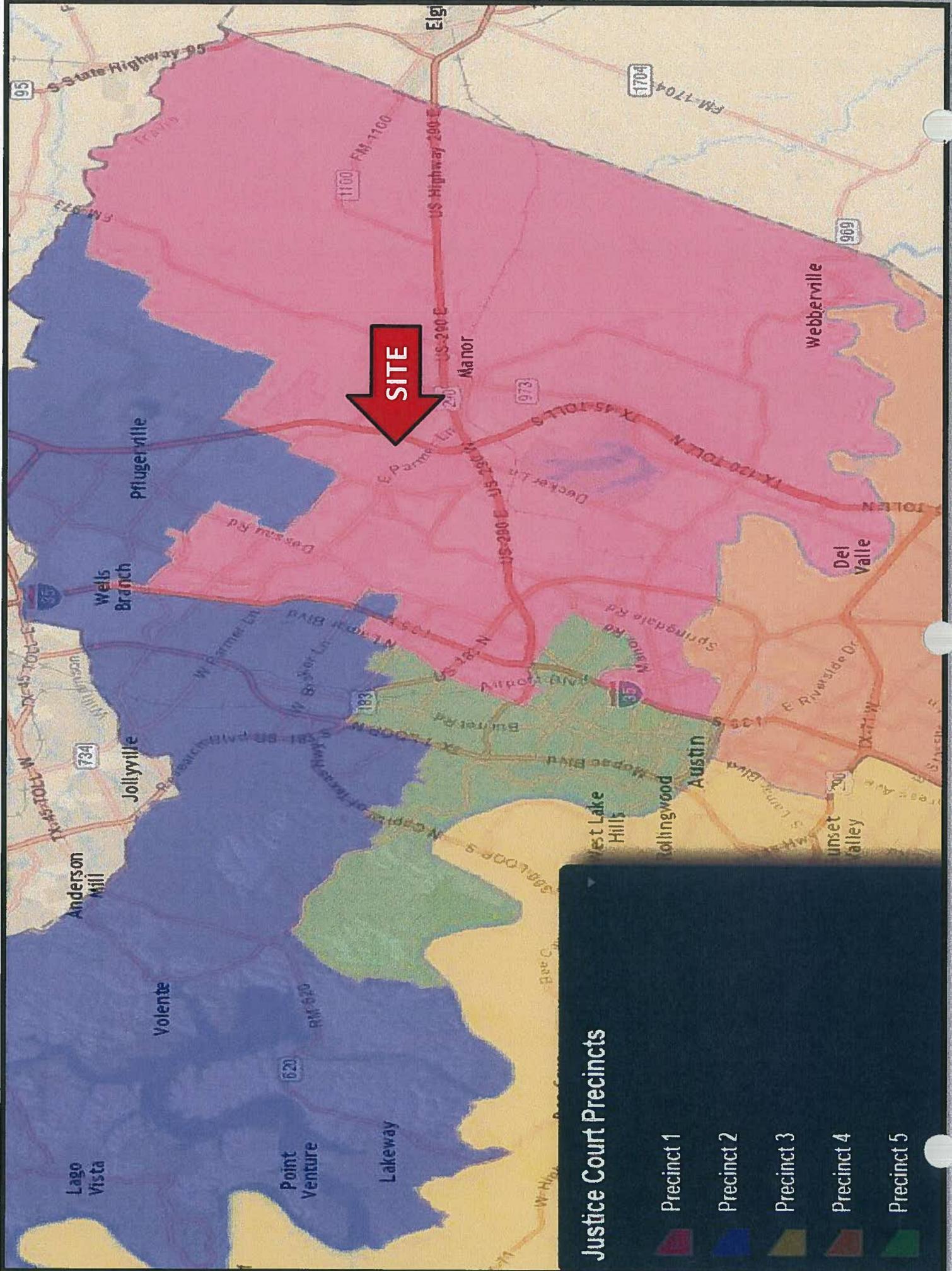
SIZE	ROW	LENGTH	CLASSIFICATION	SEWERSIDE WIDTH
14'	14'	120.15'	MASS	5'

LOT	ACRES
LOT 1, BLOCK A	15.17
LOT 2, BLOCK A	15.17
LOT 3, BLOCK A	15.17
LOT 4, BLOCK A	15.17
LOT 5, BLOCK A	15.17

LINE	LENGTH	BEARING
L1	87.49'	N59°27'27" W
L2	72.68'	S88°32'39" W
L3	84.03'	N59°18'16" W
L4	122.65'	S58°57'26" E
L5	105.10'	S58°57'26" E

PROPERTY OWNERS: ELPAMPERO, LLC
 10000 N. W. 100th St.
 Overland Park, MO 66214
 PHONE: (913) 461-1000 FAX: (913) 461-1001

ENGINEER AND SURVEYOR: CHARLES BRUNNEN & ASSOCIATES, INC.
 10000 N. W. 100th St., Suite 100
 Overland Park, MO 66214
 PHONE: (913) 461-1000 FAX: (913) 461-1001



Justice Court Precincts

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4
- Precinct 5





Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

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

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

AB

Carol B. Engle
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 a request to use an Alternative Fiscal Agreement for Commons at Rowe Lane, Phase V-A – Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivision requests to enter into an Alternative Fiscal Agreement with Travis County. Under this agreement, the plat will be held in abeyance while the street and drainage facilities are constructed.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff which finds that the use of the subject agreement meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

Under alternative fiscal, the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services and Long Range Planning authorizes the issuance of a Basic Development Permit for the construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

Restoration/Erosion Control Fiscal

The fiscal for the subdivision's restoration and improvements has been posted with Travis County as a bond. The amount of the restoration and other associated costs is \$144,348.00.

Access to Publicly Maintained Road

Commons at Rowe Lane, Phase V-A takes access from Commons at Rowe Lane, Phase IV-A. Commons at Rowe Lane, Phase IV-A is finishing up construction and is not maintained by Travis County at this time.

Wastewater Service

Wastewater service for this subdivision will be provided by the City of Pflugerville.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #14-3892. The estimated cost of the improvements is \$1,120,941.20. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

The developer has signed the attached statement acknowledging that this action does not imply nor guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternative fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Alternative Fiscal Acknowledgment

Exhibit "A" – Description

Extension of Sixty-Day Period

Proposed Plat

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 - Commons at Rowe Lane, Phase V-A

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Alternative Fiscal

Executed this 13th day of October, 2014

OWNER: Rowe Lane 285, L.P.

Address: 1301 Municipal Way

By: [Signature]

Suite 200, Grapevine, TX, 76051

Name: Cara Obert

Phone: (817) 835-0650

Title: Chief Financial Officer
Authorized Representative

Fax: (817) 835-0383

ACKNOWLEDGEMENT

STATE OF TEXAS §

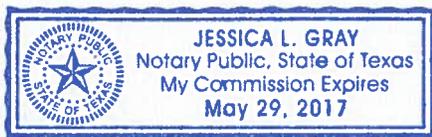
COUNTY OF Tarrant §
~~TRAVIS~~

This instrument was acknowledged before me on the 13th day of October, 2014, by Cara Obert in the capacity stated herein.

[Signature]
Notary Public in and for the State of Texas

Jessica L. Gray
Printed or typed name of notary

My Commission Expires: May 29, 2017



TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 20__, in the capacity stated herein.

Notary Public in and for the State of Texas

Printed or typed name of notary

My commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Alternative Fiscal



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**14.097 ACRES
JOHN KELSEY SURVEY (F/K/A JACOB CASNER SURVEY)
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 14.097 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 62.806 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO THE COMMONS AT ROWE LANE, L.P., DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 2007205045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 23.563 ACRE TRACT DESCRIBED IN VOLUME 11283, PAGE 443 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO ATLAN ERNEST PFLUGER, JR. AND PATRICIA MAE HOFFMAN BY ORDER ADMITTING WILL TO PROBATE AS A MUNIMENT OF TITLE IN CAUSE NO. C-1-PB-10-000051 IN THE PROBATE COURT NUMBER ONE OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A 42.009 TRACT DESCRIBED IN A WARRANTY DEED TO ATLAN ERNEST PFLUGER, JR., DATED JUNE 28, 1990 AND RECORDED IN VOLUME 11220, PAGE 172 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 14.097 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southwest corner of said 42.009 acre tract, same being the northwest corner of said 23.563 acre tract, also being in the east line of Lot 11, Rolling Hills, a subdivision recorded in Volume 76, Page 277 of the Plat Records of Travis County, Texas;

THENCE North 07°33'47" East, with the west line of said 42.009 acre tract, same being the east line of Lot 11 and Lot 12 of said Rolling Hills, a distance of 452.58 feet to a 1/2" rebar with "Chaparral" cap set, from which a 1/2" rebar found for the northwest corner of said 42.009 acre tract bears North 07°33'47" East, a distance of 716.68 feet;

THENCE crossing said 42.009 acre tract, said 23.563 acre tract and said 62.806 acre tract the following nineteen (19) courses and distances:

1. South 82°26'13" East, a distance of 169.64 feet to a 1/2" rebar with "Chaparral" cap set;
2. South 07°33'47" West, a distance of 22.55 feet to a 1/2" rebar with "Chaparral" cap set;
3. South 82°26'13" East, a distance of 290.00 feet to a 1/2" rebar with "Chaparral" cap set;

4. North 07°33'47" East, a distance of 3.65 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 82°26'13" East, a distance of 319.19 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 07°33'47" East, a distance of 24.42 feet to a 1/2" rebar with "Chaparral" cap set;
7. South 82°26'13" East, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
8. North 07°33'47" East, a distance of 7.08 feet to a 1/2" rebar with "Chaparral" cap set;
9. South 82°26'13" East, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
10. South 07°33'47" West, at a distance of 549.79 feet passing a 1/2" rebar with "Chaparral" cap set in the north line of said 62.806 acre tract, from which a 1/2" rebar found for an angle point in the aforementioned line bears South 82°32'02" East, a distance of 6.19 feet, and continuing, for a total distance of 555.00 feet to a 1/2" rebar with "Chaparral" cap set;
11. North 82°26'13" West, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
12. South 07°33'47" West, a distance of 2.66 feet to a 1/2" rebar with "Chaparral" cap set;
13. North 82°26'13" West, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
14. South 07°33'47" West, a distance of 35.41 feet to a 1/2" rebar with "Chaparral" cap set;
15. North 82°26'13" West, a distance of 489.19 feet to a 1/2" rebar with "Chaparral" cap set;
16. South 07°33'47" West, a distance of 35.41 feet to a 1/2" rebar with "Chaparral" cap set;
17. North 82°26'13" West, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;

18. South $07^{\circ}33'47''$ West, a distance of 34.13 feet to a 1/2" rebar with "Chaparral" cap set;

19. North $82^{\circ}26'13''$ West, a distance of 119.64 feet to a 1/2" rebar with "Chaparral" cap set in the west line of said 23.563 acre tract, same being the west line of said 62.806 acre tract, also being the east line of said Lot 11, from which a 1/2" rebar found for a corner of said 62.806 acre tract, same being the southeast corner of Lot 10 of said Rolling Hills, bears South $07^{\circ}33'47''$ West, a distance of 517.91 feet;

THENCE North $07^{\circ}33'47''$ East, with the west line of said 23.563 acre tract, in part being the west line of said 62.806 acre tract, same being the east line of said Lot 11, at a distance of 5.40 feet passing a 1/2" rebar with "ZWA" cap found for the northwest corner of said 62.806 acre tract, and continuing, for a total distance of 197.42 feet to the **POINT OF BEGINNING**, containing 14.097 acres of land, more or less.

Surveyed on the ground July 12, 2013. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on 1983/93 HARN values from the LCRA control network. Attachments: Drawing 697-011-PH V A.

eu 11/05/2013

Eric J. Dannheim
Registered Professional Land Surveyor
State of Texas No. 6075

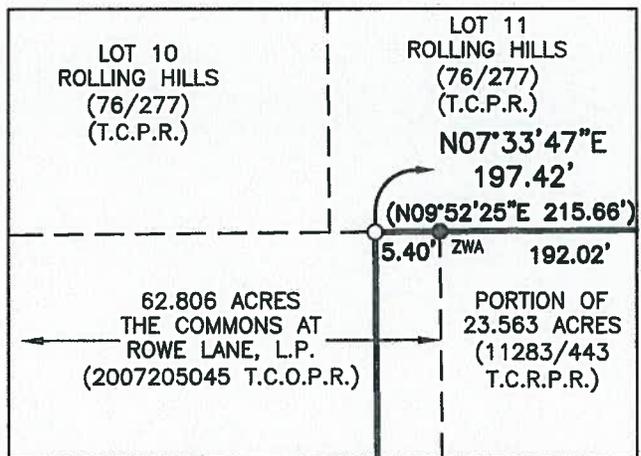


SKETCH TO ACCOMPANY A DESCRIPTION OF 14.097 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 62.806 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO THE COMMONS AT ROWE LANE, L.P., DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 2007205045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 23.563 ACRE TRACT DESCRIBED IN VOLUME 11283, PAGE 443 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO ATLAN ERNEST PFLUGER, JR. AND PATRICIA MAE HOFFMAN BY ORDER ADMITTING WILL TO PROBATE AS A MUNIMENT OF TITLE IN CAUSE NO. C-1-PB-10-000051 IN THE PROBATE COURT NUMBER ONE OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A 42.009 TRACT DESCRIBED IN A WARRANTY DEED TO ATLAN ERNEST PFLUGER, JR., DATED JUNE 28, 1990 AND RECORDED IN VOLUME 11220, PAGE 172 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND

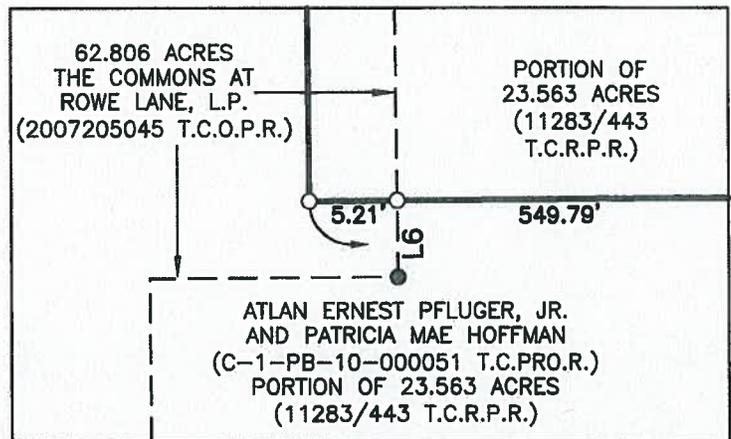
- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ZWA 1/2" REBAR WITH "ZWA" CAP FOUND

- T.C.R.P.R. TRAVIS COUNTY REAL PROPERTY RECORDS
- T.C.O.P.R. TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
- T.C.P.R. TRAVIS COUNTY PLAT RECORDS
- T.C.PRO.R. TRAVIS COUNTY PROBATE RECORDS
- () RECORD INFORMATION



DETAIL A
(N.T.S.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S82°26'13"E	169.64'
L2	S07°33'47"W	22.55'
L3	S82°26'13"E	290.00'
L4	N07°33'47"E	3.65'
L5	S82°26'13"E	319.19'
L6	S82°32'02"E	6.19'
L7	N07°33'47"E	24.42'
L8	S82°26'13"E	170.00'
L9	N07°33'47"E	7.08'
L10	S82°26'13"E	120.00'
L11	S07°33'47"W	555.00'
L12	N82°26'13"W	120.00'
L13	S07°33'47"W	2.66'
L14	N82°26'13"W	170.00'
L15	S07°33'47"W	35.41'
L16	N82°26'13"W	489.19'
L17	S07°33'47"W	35.41'
L18	N82°26'13"W	170.00'
L19	S07°33'47"W	34.13'
L20	N82°26'13"W	119.64'



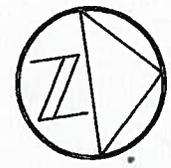
DETAIL B
(N.T.S.)

DATE OF SURVEY: 07/12/13
 PLOT DATE: 11/05/13
 DRAWING NO.: 697-011-PH V A
 PROJECT NO.: 697-011
 DRAWN BY: CWW
 SHEET 1 OF 2



Chaparral

EW 11/05/2013



1" = 200'

LOT 10
ROLLING HILLS
(76/277)
(T.C.P.R.)

LOT 11
ROLLING HILLS
(76/277)
(T.C.P.R.)

LOT 12
ROLLING HILLS
(76/277)
(T.C.P.R.)

S07°33'47"W 517.91'
(S07°34'09"W 523.15')

N07°33'47"E
197.42'

N07°33'47"E 452.58'
(N09°52'25"E
284.28')

N07°33'47"E 716.68'

(N09°50'40"E
479.82')

SEE DETAIL A
SHEET 1

ZWA
192.02'
5.40'

P.O.B.

L19
L18
L17

14.097 ACRES
APPROX. 614,050 SQ. FT.

L1
L2
L3



DETAIL
(N.T.S.)

62.806 ACRES
THE COMMONS AT ROWE
LANE, L.P.
(2007205045 T.C.O.P.R.)

PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

PORTION OF 23.563 ACRES
(11283/443 T.C.R.P.R.)

L15
L14
L13

DETAIL
(N.T.S.)

SEE DETAIL B
SHEET 1

L5
L7
L8
L9
L10

L11



eu
11/05/2013

ATLAN ERNEST PFLUGER, JR.
AND PATRICIA MAE HOFFMAN
(C-1-PB-10-000051 T.C.PRO.R.)
PORTION OF 23.563 ACRES
(11283/443 T.C.R.P.R.)

DATE OF SURVEY: 07/12/13
PLOT DATE: 11/05/13
DRAWING NO.: 697-011-PH V A
PROJECT NO.: 697-011
DRAWN BY: CWW
SHEET 2 OF 2

BEARING BASIS: GRID AZIMUTH FOR TEXAS
CENTRAL ZONE, 1983/93 HARN VALUES FROM
LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 697-011-PH V A

Chaparral

**§ EXHIBIT 82.201(C)
EXTENSION OF SIXTY-DAY PERIOD FOR
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: June 12 2014

Owner's Name and Address: Rowe Lane 285, L.P.
1301 Municipal Way, Ste. 200
Grapevine, Texas 76051

Proposed Subdivision Name and Legal Description (the "Property"):

THE COMMONS AT ROWE LANE, PHASE V-A, as more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein.

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and affective as of the date set forth below.

ROWE LANE 285, L.P.
A Texas limited partnership

By: Rowe Lane 285 GenPar, LLC,
a Texas limited partnership
its general partner

By: United Development Funding, L.P.,
a Delaware limited partnership
its sole member

By: United Development Funding, Inc.,
a Delaware corporation
its General Partner

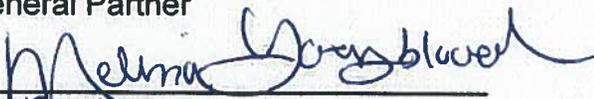
By: 
Name: Melissa Youngblood
Title: Vice President

EXHIBIT 82.201(C)

EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 3

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 12th day of June, 2014, by Melissa Youngblood, vice president of Rowe Lane 285, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

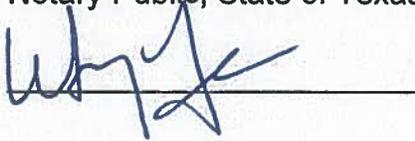


EXHIBIT 82.201(C)

EXTENSION OF SIXTY DAY PERIOD – PAGE 3 OF 3

Travis County

By: Carl B. Joffe
County Executive
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 17th day of October, 2014, by Steven M Manilla, P.E., County Executive of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas

CR Draper

Carolyn R. Draper
(Printed Name of Notary)



My Commission Expires:



EXHIBIT 'A'

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724

Fax: 512-389-0943

3500 McCall Lane

Austin, Texas 78744

14.097 ACRES

JOHN KELSEY SURVEY (F/K/A JACOB CASNER SURVEY)

TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 14.097 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 62.806 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO THE COMMONS AT ROWE LANE, L.P., DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 2007205045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 23.563 ACRE TRACT DESCRIBED IN VOLUME 11283, PAGE 443 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO ATLAN ERNEST PFLUGER, JR. AND PATRICIA MAE HOFFMAN BY ORDER ADMITTING WILL TO PROBATE AS A MUNIMENT OF TITLE IN CAUSE NO. C-1-PB-10-000051 IN THE PROBATE COURT NUMBER ONE OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A 42.009 TRACT DESCRIBED IN A WARRANTY DEED TO ATLAN ERNEST PFLUGER, JR., DATED JUNE 28, 1990 AND RECORDED IN VOLUME 11220, PAGE 172 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 14.097 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southwest corner of said 42.009 acre tract, same being the northwest corner of said 23.563 acre tract, also being in the east line of Lot 11, Rolling Hills, a subdivision recorded in Volume 76, Page 277 of the Plat Records of Travis County, Texas;

THENCE North 07°33'47" East, with the west line of said 42.009 acre tract, same being the east line of Lot 11 and Lot 12 of said Rolling Hills, a distance of 452.58 feet to a 1/2" rebar with "Chaparral" cap set, from which a 1/2" rebar found for the northwest corner of said 42.009 acre tract bears North 07°33'47" East, a distance of 716.68 feet;

THENCE crossing said 42.009 acre tract, said 23.563 acre tract and said 62.806 acre tract the following nineteen (19) courses and distances:

1. South 82°26'13" East, a distance of 169.64 feet to a 1/2" rebar with "Chaparral" cap set;
2. South 07°33'47" West, a distance of 22.55 feet to a 1/2" rebar with "Chaparral" cap set;
3. South 82°26'13" East, a distance of 290.00 feet to a 1/2" rebar with "Chaparral" cap set;

4. North 07°33'47" East, a distance of 3.65 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 82°26'13" East, a distance of 319.19 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 07°33'47" East, a distance of 24.42 feet to a 1/2" rebar with "Chaparral" cap set;
7. South 82°26'13" East, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
8. North 07°33'47" East, a distance of 7.08 feet to a 1/2" rebar with "Chaparral" cap set;
9. South 82°26'13" East, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
10. South 07°33'47" West, at a distance of 549.79 feet passing a 1/2" rebar with "Chaparral" cap set in the north line of said 62.806 acre tract, from which a 1/2" rebar found for an angle point in the aforementioned line bears South 82°32'02" East, a distance of 6.19 feet, and continuing, for a total distance of 555.00 feet to a 1/2" rebar with "Chaparral" cap set;
11. North 82°26'13" West, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
12. South 07°33'47" West, a distance of 2.66 feet to a 1/2" rebar with "Chaparral" cap set;
13. North 82°26'13" West, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
14. South 07°33'47" West, a distance of 35.41 feet to a 1/2" rebar with "Chaparral" cap set;
15. North 82°26'13" West, a distance of 489.19 feet to a 1/2" rebar with "Chaparral" cap set;
16. South 07°33'47" West, a distance of 35.41 feet to a 1/2" rebar with "Chaparral" cap set;
17. North 82°26'13" West, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;

18. South $07^{\circ}33'47''$ West, a distance of 34.13 feet to a 1/2" rebar with "Chaparral" cap set;

19. North $82^{\circ}26'13''$ West, a distance of 119.64 feet to a 1/2" rebar with "Chaparral" cap set in the west line of said 23.563 acre tract, same being the west line of said 62.806 acre tract, also being the east line of said Lot 11, from which a 1/2" rebar found for a corner of said 62.806 acre tract, same being the southeast corner of Lot 10 of said Rolling Hills, bears South $07^{\circ}33'47''$ West, a distance of 517.91 feet;

THENCE North $07^{\circ}33'47''$ East, with the west line of said 23.563 acre tract, in part being the west line of said 62.806 acre tract, same being the east line of said Lot 11, at a distance of 5.40 feet passing a 1/2" rebar with "ZWA" cap found for the northwest corner of said 62.806 acre tract, and continuing, for a total distance of 197.42 feet to the **POINT OF BEGINNING**, containing 14.097 acres of land, more or less.

Surveyed on the ground July 12, 2013. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on 1983/93 HARN values from the LCRA control network. Attachments: Drawing 697-011-PH V A.

fu 11/05/2013

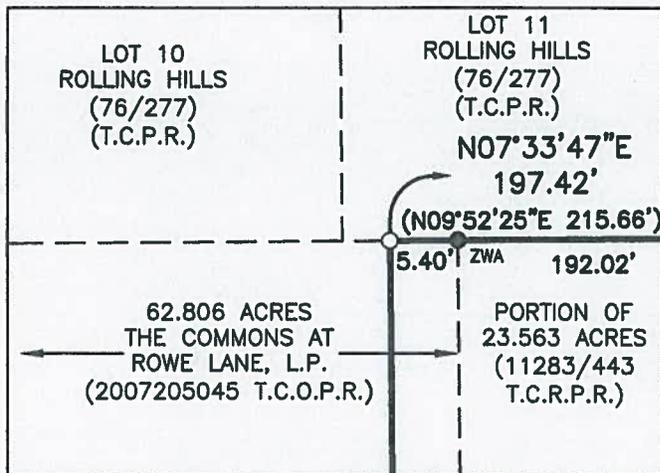
Eric J. Dannheim
Registered Professional Land Surveyor
State of Texas No. 6075



SKETCH TO ACCOMPANY A DESCRIPTION OF 14.097 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 62.806 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO THE COMMONS AT ROWE LANE, L.P., DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 2007205045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 23.563 ACRE TRACT DESCRIBED IN VOLUME 11283, PAGE 443 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO ATLAN ERNEST PFLUGER, JR. AND PATRICIA MAE HOFFMAN BY ORDER ADMITTING WILL TO PROBATE AS A MUNIMENT OF TITLE IN CAUSE NO. C-1-PB-10-000051 IN THE PROBATE COURT NUMBER ONE OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A 42.009 TRACT DESCRIBED IN A WARRANTY DEED TO ATLAN ERNEST PFLUGER, JR., DATED JUNE 28, 1990 AND RECORDED IN VOLUME 11220, PAGE 172 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

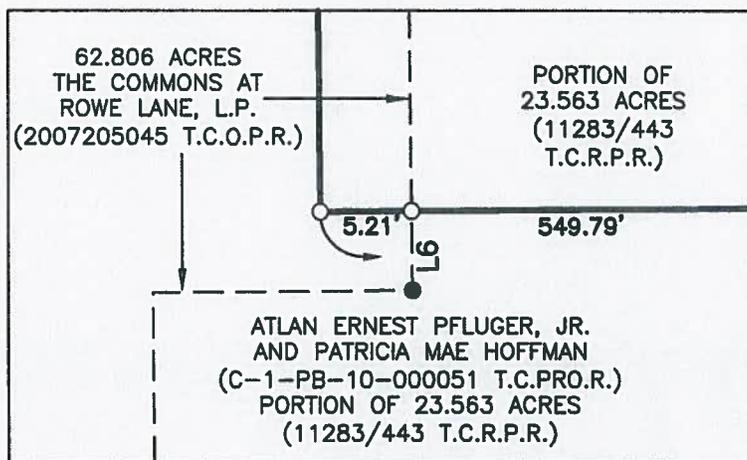
LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ZWA 1/2" REBAR WITH "ZWA" CAP FOUND
- T.C.R.P.R. TRAVIS COUNTY REAL PROPERTY RECORDS
- T.C.O.P.R. TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
- T.C.P.R. TRAVIS COUNTY PLAT RECORDS
- T.C.PRO.R. TRAVIS COUNTY PROBATE RECORDS
- () RECORD INFORMATION



DETAIL A
(N.T.S.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S82°26'13"E	169.64'
L2	S07°33'47"W	22.55'
L3	S82°26'13"E	290.00'
L4	N07°33'47"E	3.65'
L5	S82°26'13"E	319.19'
L6	S82°32'02"E	6.19'
L7	N07°33'47"E	24.42'
L8	S82°26'13"E	170.00'
L9	N07°33'47"E	7.08'
L10	S82°26'13"E	120.00'
L11	S07°33'47"W	555.00'
L12	N82°26'13"W	120.00'
L13	S07°33'47"W	2.66'
L14	N82°26'13"W	170.00'
L15	S07°33'47"W	35.41'
L16	N82°26'13"W	489.19'
L17	S07°33'47"W	35.41'
L18	N82°26'13"W	170.00'
L19	S07°33'47"W	34.13'
L20	N82°26'13"W	119.64'



DETAIL B
(N.T.S.)



DATE OF SURVEY: 07/12/13
 PLOT DATE: 11/05/13
 DRAWING NO.: 697-011-PH V A
 PROJECT NO.: 697-011
 DRAWN BY: CWW
 SHEET 1 OF 2

Chaparral

EW 11/05/2013



1" = 200'

LOT 10
ROLLING HILLS
(76/277)
(T.C.P.R.)

LOT 11
ROLLING HILLS
(76/277)
(T.C.P.R.)

LOT 12
ROLLING HILLS
(76/277)
(T.C.P.R.)

S07°33'47"W 517.91'
(S07°34'09"W 523.15')

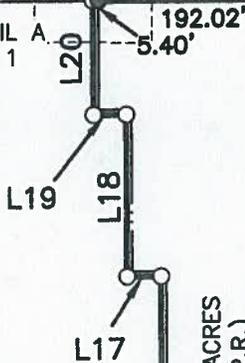
N07°33'47"E
197.42'

N07°33'47"E 452.58'
(N09°52'25"E
284.28')

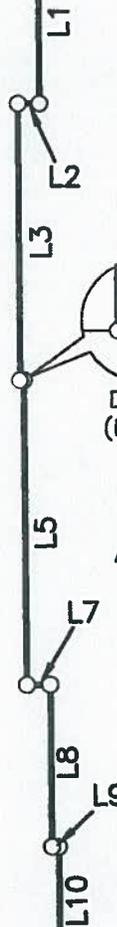
N07°33'47"E 716.68'

(N09°50'40"E
479.82')

SEE DETAIL A
SHEET 1



P.O.B.



14.097 ACRES
APPROX. 614,050 SQ. FT.

PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

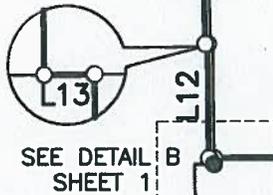
DETAIL
(N.T.S.)

PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

62.806 ACRES
THE COMMONS AT ROWE
LANE, L.P.
(2007205045 T.C.O.P.R.)

PORTION OF 23.563 ACRES
(11283/443 T.C.R.P.R.)

DETAIL
(N.T.S.)



ED
11/05/2013

ATLAN ERNEST PFLUGER, JR.
AND PATRICIA MAE HOFFMAN
(C-1-PB-10-000051 T.C.PRO.R.)
PORTION OF 23.563 ACRES
(11283/443 T.C.R.P.R.)

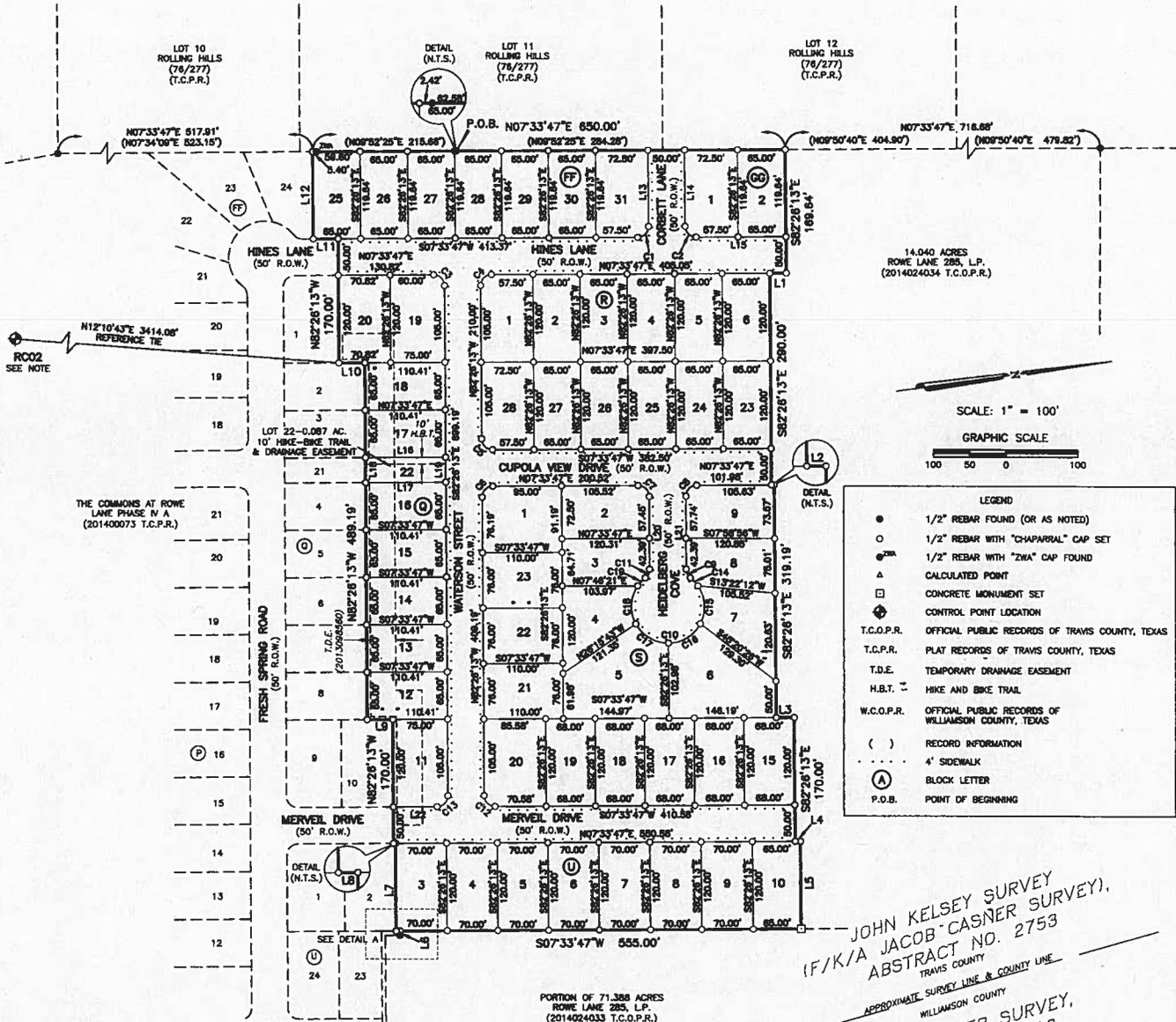
DATE OF SURVEY: 07/12/13
PLOT DATE: 11/05/13
DRAWING NO.: 697-011-PH V A
PROJECT NO.: 697-011
DRAWN BY: CWW
SHEET 2 OF 2

BEARING BASIS: GRID AZIMUTH FOR TEXAS
CENTRAL ZONE, 1983/93 HARN VALUES FROM
LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 697-011-PH V A

Chaparral

**FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE V A
TRAVIS COUNTY, TEXAS**



LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ◐ 1/2" REBAR WITH "ZMA" CAP FOUND
- △ CALCULATED POINT
- CONCRETE MONUMENT SET
- ◆ CONTROL POINT LOCATION
- T.C.O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- T.C.P.R. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- T.D.E. TEMPORARY DRAINAGE EASEMENT
- H.B.T. HIKE AND BIKE TRAIL
- W.C.O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- () RECORD INFORMATION
- ⋯ 4' SIDEWALK
- Ⓐ BLOCK LETTER
- P.O.B. POINT OF BEGINNING

OWNERS:
 ROWE LANE 285, L.P.
 1301 MUNICIPAL WAY, SUITE 200
 GRAPEVINE, TX 76051

TOTAL ACREAGE: 14.087 ACRES
 JOHN KELSEY SURVEY, ABSTRACT NO. 2753
 TOTAL NUMBER OF LOTS: 58
 SINGLE FAMILY LOTS: 57
 HIKE-BIKE TRAIL & DRAINAGE EASEMENT LOTS: 1

BLOCK FF: 7 LOTS (1,289 AC.)
 BLOCK GG: 2 LOTS (0,377 AC.)
 BLOCK Q: 11 LOTS (1,848 AC.)
 BLOCK R: 12 LOTS (2,188 AC.)
 BLOCK S: 18 LOTS (3,781 AC.)
 BLOCK U: 8 LOTS (1,529 AC.)

R.O.W. AREA: 3,087 AC.
 LINEAR FEET OF NEW ROADWAY: 2704 L.F.

HINES LANE: 616 L.F.
 CORBETT LANE: 145 L.F.
 HEDDELSBERG COVE: 191 L.F.
 WATKINSON STREET: 779 L.F.
 MERVEL DRIVE: 551 L.F.
 CUPOLA VIEW DRIVE: 422 L.F.

CHAPARRAL CONTROL POINT "TR002"
 4" ALUMINUM DISK SET IN ASPHALT, 4'
 NORTH OF CURB AT THE END OF A
 MEDIAN AT THE NORTH TERMINUS OF
 CASA NAVARRO DRIVE.

SURFACE COORDINATES:
 N 10151253.59
 E 3167499.84

TEXAS CENTRAL ZONE STATE
 PLANE COORDINATES:
 N 10150144.43
 E 3167144.39

ELEVATION = 652.44'
 VERTICAL DATUM: NAVD 88 (GEOID 99)

COMBINED SCALE FACTOR = 0.999887763
 (FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000112229
 (FOR GRID TO SURFACE CONVERSION)

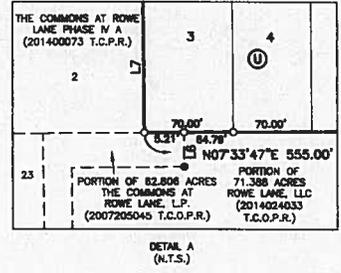
SCALED ABOUT 0,0
 TEXAS CENTRAL ZONE 4203
 THETA ANGLE: 1°25'25"

THIS IS A SURFACE DRAWING. BEARING
 BASIS: GRID AZIMUTH FOR TEXAS CENTRAL
 ZONE, 1983/83 HARN VALUES FROM
 LORA CONTROL NETWORK.

JOHN KELSEY SURVEY
 (F/K/A JACOB CASNER SURVEY),
 ABSTRACT NO. 2753
 TRAVIS COUNTY

APPROXIMATE SURVEY LINE & COUNTY LINE
 WILLIAMSON COUNTY

JACOB CASNER SURVEY,
 ABSTRACT NO. 918



EW 9/29/2014

GRAY ENGINEERING

6834 N. Capital of Texas Hwy.
 Austin, Texas 78759
 Suite 140
 (512)452-0371
 FAX (512)454-9933
 TBP# FIRM #2946

Chaparral
 Professional Land Surveying, Inc.
 Surveying and Mapping, Inc.

3500 McCall Lane
 Austin, Texas 78744
 512-443-1724
 TBP#s Firm No. 10124500

PROJECT NO.: 687-011
 DRAWING NO.: 687-011-PL-V A
 PLOT DATE: 9/29/2014
 PLOT SCALE: 1"=100'
 DRAWN BY: CWW
 SHEET 02 OF 04

**FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE V A
TRAVIS COUNTY, TEXAS**

LOT SUMMARY TABLES											
BLOCK FF		BLOCK GG		BLOCK Q		BLOCK R		BLOCK S		BLOCK U	
LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.
25	7,777	1	8,626	11	8,952	1	8,652	1	9,983	3	8,400
26	7,777	2	8,626	12	7,177	2	7,800	2	8,684	4	8,400
27	7,777			13	7,177	3	7,800	3	7,658	5	8,400
28	7,777			14	7,177	4	7,800	4	8,487	6	8,400
29	7,777			15	7,177	5	7,800	5	14,538	7	8,400
30	7,777			16	7,177	6	7,800	6	14,020	8	8,400
31	8,626			17	3,775	23	7,800	7	8,824	9	8,400
				18	7,177	24	7,800	8	8,248	10	7,800
				19	7,177	25	7,800	9	8,779		
				20	8,498	26	7,800	15	8,160		
				21	8,498	27	7,800	16	8,160		
				22	3,775	28	8,652	17	8,160		
								18	8,160		
								19	8,160		
								20	10,221		
								21	8,360		
								22	8,360		
								23	8,360		

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 14.097 ACRES IN THE JOHN NELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, CONVEYED TO ROWE LANE 285, L.P. BY DEED OF RECORD IN DOCUMENT NO. 2014024034 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 62.806 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO THE COMMONS AT ROWE LANE, L.P., DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 200705048 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 23.563 ACRE TRACT DESCRIBED IN VOLUME 11283, PAGE 443 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO ATLAN ERNEST PFLUGER, JR. AND PATRICIA MAE HOFFMAN BY ORDER ADMITTING WILL TO PROBATE AS A MUMENT OF TITLE IN CAUSE NO. C-1--PB-10-000051 IN THE PROBATE COURT NUMBER ONE OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A 42.009 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO ATLAN ERNEST PFLUGER, JR., DATED JUNE 28, 1990 AND RECORDED IN VOLUME 11220, PAGE 172 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 14.097 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for an angle point in the west line of said 14.097 acre tract, being the southwest corner of said 42.009 acre tract, same being the northwest corner of said 23.563 acre tract, also being in the east line of Lot 11, Rolling Hills, a subdivision recorded in Volume 76, Page 277 of the Plat Records of Travis County, Texas;

THENCE North 07°33'47" East, with the west line of said 14.097 acre tract and said 42.009 acre tract, same being the east line of Lot 11 and Lot 12 of said Rolling Hills, a distance of 452.56 feet to a 1/2" rebar with "Chaparral" cap set for the northwest corner of said 14.097 acre tract, same being the southwest corner of a 14.040 acre tract also described in said Document No. 2014024034, from which a 1/2" rebar found for the northeast corner of said 42.009 acre tract bears North 07°33'47" East, a distance of 716.66 feet;

THENCE crossing said 42.009 acre tract with the common line of said 14.097 acre tract and said 14.040 acre tract the following nine (9) courses and distances:

1. South 82°26'13" East, a distance of 189.84 feet to a 1/2" rebar with "Chaparral" cap set;
2. South 07°33'47" West, a distance of 22.55 feet to a 1/2" rebar with "Chaparral" cap set;
3. South 82°26'13" East, a distance of 290.00 feet to a 1/2" rebar with "Chaparral" cap set;
4. North 07°33'47" East, a distance of 3.85 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 82°26'13" East, a distance of 319.19 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 07°33'47" East, a distance of 24.42 feet to a 1/2" rebar with "Chaparral" cap set;
7. South 82°26'13" East, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
8. North 07°33'47" East, a distance of 7.08 feet to a 1/2" rebar with "Chaparral" cap set;
9. South 82°26'13" East, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set for the northeast corner of said 14.097 acre tract, same being the southeast corner of said 14.040 acre tract;

THENCE South 07°33'47" West, crossing said 42.009 acre tract, said 23.563 acre tract and said 62.806 acre tract, with the east line of said 14.097 acre tract, at a distance of 549.79 feet, passing a 1/2" rebar with "Chaparral" cap set in the north line of said 62.806 acre tract, from which a 1/2" rebar found for an angle point in the aforementioned line bears South 62°32'02" East, a distance of 6.19 feet, and continuing, for a total distance of 555.00 feet to a 1/2" rebar with "Chaparral" cap set for the southeast corner of said 14.097 acre tract, same being the northeast corner of Lot 2, Block U, The Commons at Rowe Lane Phase IV A, a subdivision recorded in Document No. 201400073 of the Official Public Records of Travis County, Texas;

THENCE crossing said 62.806 acre tract and said 23.563 acre tract with the south line of said 14.097 acre tract, same being the north line of The Commons at Rowe Lane Phase IV A, the following nine (9) courses and distances:

1. North 82°26'13" West, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
2. South 07°33'47" West, a distance of 2.68 feet to a 1/2" rebar with "Chaparral" cap set;
3. North 82°26'13" West, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
4. South 07°33'47" West, a distance of 35.41 feet to a 1/2" rebar with "Chaparral" cap set;
5. North 82°26'13" West, a distance of 489.19 feet to a 1/2" rebar with "Chaparral" cap set;
6. South 07°33'47" West, a distance of 35.41 feet to a 1/2" rebar with "Chaparral" cap set;
7. North 82°26'13" West, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
8. South 07°33'47" West, a distance of 34.13 feet to a 1/2" rebar with "Chaparral" cap set;
9. North 82°26'13" West, a distance of 119.84 feet to a 1/2" rebar with "Chaparral" cap set in the west line of said 23.563 acre tract, same being the west line of said 62.806 acre tract, also being the east line of said Lot 11, at the southwest corner of said 14.097 acre tract, same being the northwest corner of Lot 24, Block FF of The Commons at Rowe Lane Phase IV A, from which a 1/2" rebar found for a corner of said 62.806 acre tract, same being the southeast corner of Lot 10 of said Rolling Hills, bears South 07°33'47" West, a distance of 517.81 feet;

THENCE North 07°33'47" East, with the west line of said 14.097, being west line of said 23.563 acre tract, in part being the west line of said 62.806 acre tract, same being the east line of said Lot 11, at a distance of 5.40 feet, passing a 1/2" rebar with "CWA" cap found for the northwest corner of said 62.806 acre tract, and continuing, for a total distance of 197.42 feet to the POINT OF BEGINNING, containing 14.097 acres of land, more or less.

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	TANGENT
C1	15.00'	90°00'00"	23.56'	S37°26'13"E	21.21'	15.00'
C2	15.00'	90°00'00"	23.56'	S52°33'47"W	21.21'	15.00'
C3	15.00'	90°00'00"	23.56'	N82°26'13"E	21.21'	15.00'
C4	15.00'	90°00'00"	23.56'	N37°26'13"W	21.21'	15.00'
C5	15.00'	90°00'00"	23.56'	S52°33'47"W	21.21'	15.00'
C6	15.00'	90°00'00"	23.56'	N37°26'13"W	21.21'	15.00'
C7	15.00'	90°12'35"	23.62'	N52°40'04"E	21.25'	15.05'
C8	15.00'	89°47'25"	23.51'	N37°19'56"W	21.17'	14.95'
C9	15.00'	52°01'12"	13.62'	S71°45'45"W	13.16'	7.32'
C10	50.00'	284°02'25"	247.87'	N07°46'21"E	61.54'	39.04'
C11	15.00'	52°01'12"	13.62'	S56°13'02"E	13.16'	7.32'
C12	15.00'	90°00'00"	23.56'	S52°33'47"W	21.21'	15.00'
C13	15.00'	90°00'00"	23.56'	S37°26'13"E	21.21'	15.00'
C14	50.00'	17°18'39"	15.11'	S54°24'28"W	15.05'	7.61'
C15	50.00'	62°53'17"	54.88'	N85°29'33"W	52.17'	30.57'
C16	50.00'	61°36'41"	53.77'	N23°14'34"W	51.21'	29.81'
C17	50.00'	62°01'51"	54.13'	N38°34'42"E	51.53'	30.06'
C18	50.00'	62°53'17"	54.88'	S78°57'44"E	52.17'	30.57'
C19	50.00'	17°18'39"	15.11'	S38°51'46"E	15.05'	7.61'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°33'47"W	22.55'
L2	N07°33'47"E	3.85'
L3	N07°33'47"E	24.42'
L4	N07°33'47"E	7.08'
L5	S82°26'13"E	120.00'
L6	N82°32'02"W	6.19'
L7	N82°26'13"W	120.00'
L8	S07°33'47"W	2.68'
L9	S07°33'47"W	35.41'
L10	S07°33'47"W	35.41'
L11	S07°33'47"W	34.13'
L12	N82°26'13"W	119.84'
L13	S82°26'13"E	104.84'
L14	N82°26'13"W	104.84'
L15	S07°33'47"W	122.50'
L16	N07°33'47"E	110.41'
L17	S07°33'47"W	110.41'
L18	N82°26'13"W	34.19'
L19	N82°26'13"W	34.19'
L20	S82°13'39"E	99.83'
L21	N82°13'39"W	100.12'
L22	S07°33'47"W	60.00'



EV
9/29/2014



8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0971
FAX(512)454-9933
TBE FIRM #2946

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
TBPLS Firm No. 10124500

PROJECT NO.:
697-011
DRAWING NO.:
697-011-PL-V A
PLOT DATE:
9/29/2014
PLOT SCALE:
1"=100'
DRAWN BY:
CWW
SHEET
03 OF 04

**FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE V A
TRAVIS COUNTY, TEXAS**

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT ROWE LANE 285, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH MELISSA YOUNGBLOOD, VICE PRESIDENT OF ROWE COMMONS CORPORATION, A TEXAS CORPORATION, ITS GENERAL PARTNER, BEING OWNERS OF 14.097 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, IN TRAVIS COUNTY, TEXAS, CONVEYED TO ROWE LANE 285, L.P. BY DEED OF RECORD IN DOCUMENT NO. 2014024034 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 14.097 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 232.00, TO BE KNOWN AS

THE COMMONS AT ROWE LANE PHASE V A

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS ____ DAY OF _____ 20__ A.D.

ROWE LANE 285, L.P., A TEXAS LIMITED PARTNERSHIP

BY: ROWE COMMONS CORPORATION
A TEXAS CORPORATION
ITS GENERAL PARTNER
1301 MUNICIPAL WAY, STE. 200
GRAPEVINE, TEXAS 76051

BY: MELISSA YOUNGBLOOD, VICE PRESIDENT

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MELISSA YOUNGBLOOD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ____ DAY OF _____ 20__ A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME _____ MY COMMISSION EXPIRES _____

STATE OF TEXAS
CITY OF PFLUGERVILLE

APPROVED THIS ____ DAY OF _____ 20__ A.D., BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: _____
CHAIRPERSON

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

THIS PLAT IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE, TEXAS, THIS THE ____ DAY OF _____ 20__ A.D.

BY: _____
EMILY BARRON, PLANNING DIRECTOR

ATTEST:

KAREN THOMPSON, CITY SECRETARY

SURVEYOR'S CERTIFICATION

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ERIC J. DANNHEIM, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, ON SEPTEMBER 8, 2014, AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

Eric J. Dannheim 9/29/2014

ERIC J. DANNHEIM, R.P.L.S. 8075

SURVEYING BY:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
512-443-1724



ENGINEER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF TRAVIS

I, JOHN D. HINES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THE 100 YEAR FLOOD IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARY OF THE 100 YEAR FLOODPLAIN, AS SHOWN ON THE FEMA MAP COMMUNITY PANEL NO. 484530280A, DATED AUGUST 18, 2014.

John D. Hines

JOHN D. HINES, P.E. 90691

ENGINEERING BY:
GRAY ENGINEERING, INC.
8834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 140
AUSTIN, TEXAS 78759
512-443-0371
TBP# 8 2846



PLAT NOTES AND TRAVIS COUNTY STANDARD NOTES

- THIS PROPERTY IS OUTSIDE THE CITY OF PFLUGERVILLE CITY LIMITS, BUT WITHIN THE E.T.J.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING AND OTHER STRUCTURES SHALL BE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
- PROPERTY OWNER OR ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- 4' SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL LOCAL STREETS IN THIS SUBDIVISION. SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS UNLESS NOTED OTHERWISE.
- A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED PARALLEL WITH AND ADJACENT TO ALL STREET RIGHTS-OF-WAY.
- THE 25 AND 100 YEAR FLOOD PLAIN WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AND STREET RIGHTS-OF-WAY SHOWN HEREON.
- WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION AND THE CITY OF PFLUGERVILLE, RESPECTIVELY.
- THERE SHALL BE NO OCCUPANCY OF ANY LOT IN THIS SUBDIVISION UNTIL CONNECTION HAS BEEN MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- THERE SHALL BE NO OCCUPANCY OF ANY LOT IN THIS SUBDIVISION UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.
- ALL SINGLE FAMILY RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- ALL BUILDING SETBACK LINES WILL BE IN ACCORDANCE WITH THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKESIDE WOOD NO. 3, BETWEEN ROWE LANE DEVELOPMENT, LTD., H2H CORPORATION, ATLAN ERNEST PFLUGER, JR., RUBY MAE PFLUGER, PATRICIA PFLUGER HOFFMAN, AND THE CITY OF PFLUGERVILLE, TEXAS, EFFECTIVE DATE NOVEMBER 22, 2004.
- ALL (NEW) TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE PROVIDED.
- WHERE EXISTING OVERHEAD ELECTRIC SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
- ALL ELECTRIC, CABLE TELEVISION AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT-OF-WAY.
- THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO TREE CONSERVATION INCLUDING, BUT NOT LIMITED TO, THE CONSERVATION STANDARDS OUTLINED IN THE UNIFORM DEVELOPMENT CODE.
- THE ASSESSED IMPACT FEE RATE FOR THE CITY OF PFLUGERVILLE WASTEWATER SERVICE SHALL BE \$2414.00 AS STATED THROUGH THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKESIDE WOOD NO. 3 (THE DISTRICT) DATED NOVEMBER 22, 2004, AND RELATED SUPPORTING DOCUMENTS BETWEEN THE CITY AND THE DISTRICT; FOLLOWING CITY ORDINANCE 891-07-04-26 AND PAYABLE PER LOT AT THE TIME OF BUILDING PERMIT.
- STREET LIGHTS SHALL BE PROVIDED IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT CODE SUBCHAPTER 13 AND ANY OTHER PROVISIONS REQUIRED BY THE CITY OF PFLUGERVILLE. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
- PARKLAND DEDICATION FOR THIS SUBDIVISION IS SATISFIED BY ELIGIBLE PARKLAND PLATTED IN PHASE I (18,280 ACRES), PHASE II (1,822 ACRES), PHASE II B (3,287 ACRES), PHASE II B (13,068 ACRES), PHASE N-8 (0,087 ACRES), AND WITH THE ADDITION OF LOT 22, BLOCK Q.
- ALL STREETS IN THIS SUBDIVISION ARE PUBLIC.

TRAVIS COUNTY COMMISSIONERS COURT RESOLUTION

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____ 20__ A.D., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____ 20__ A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ 20__ A.D., AT _____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF _____ 20__ A.D., AT _____ O'CLOCK ____ M., PLAT RECORDS OF SAID COUNTY AND STATE IN

DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____ 20__ A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

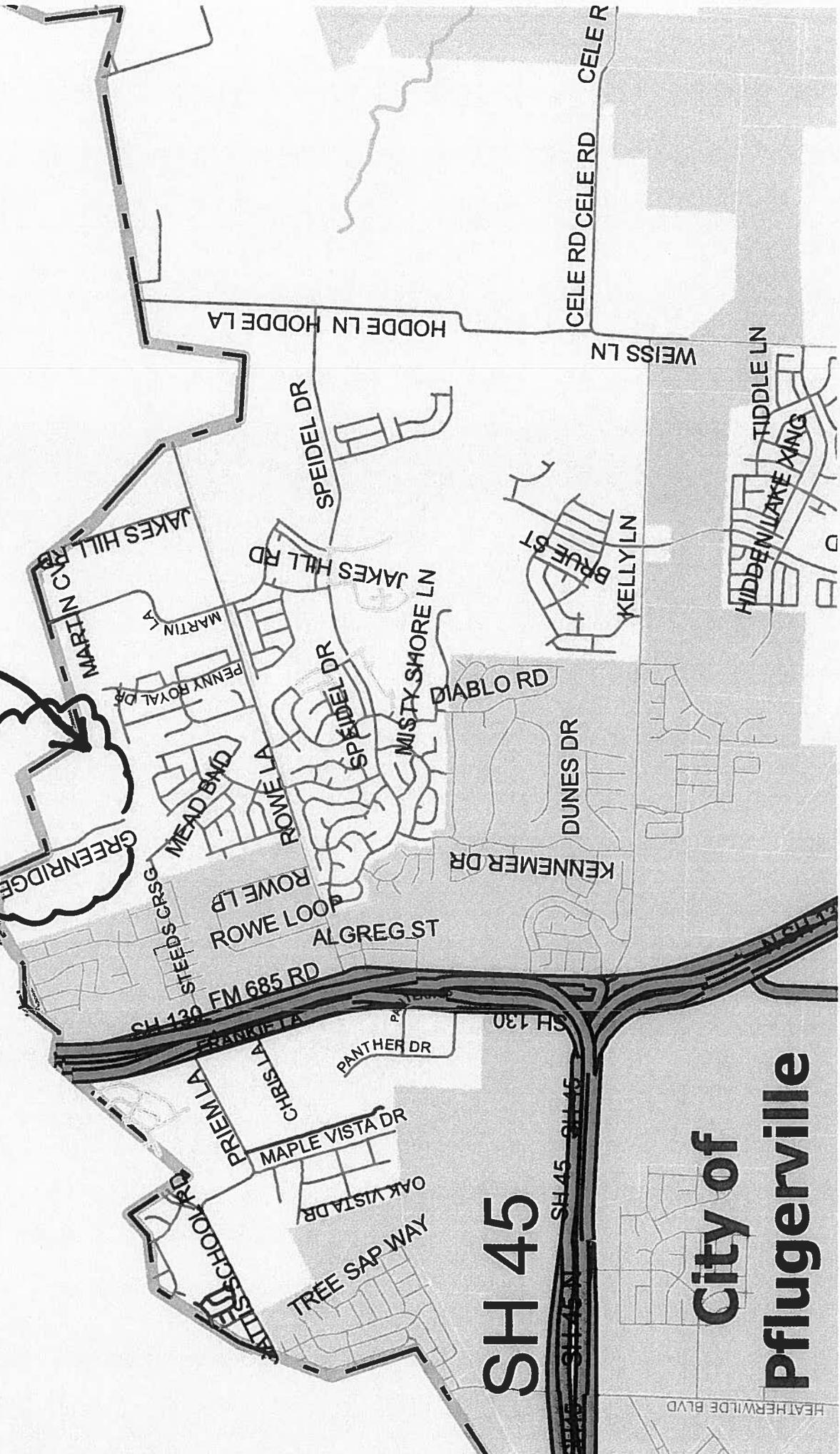
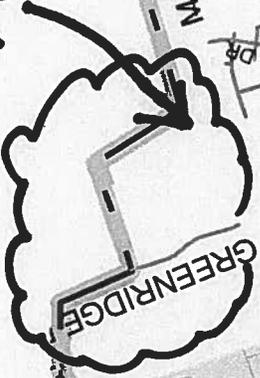
BY: _____
DEPUTY



8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)453-0371
FAX(512)454-9933
TBP# FIRM #2946

<p>Chaparral Professional Land Surveying, Inc. Surveying and Mapping</p> <p>3500 McCall Lane Austin, Texas 78744 512-443-1724 TBP# Firm No. 10124500</p>	PROJECT NO.: 687-011
	DRAWING NO.: 687-011-PL-V A
	PLOT DATE: 9/29/2014
	PLOT SCALE: 1"=100'
DRAWN BY: CWW	SHEET 04 OF 04

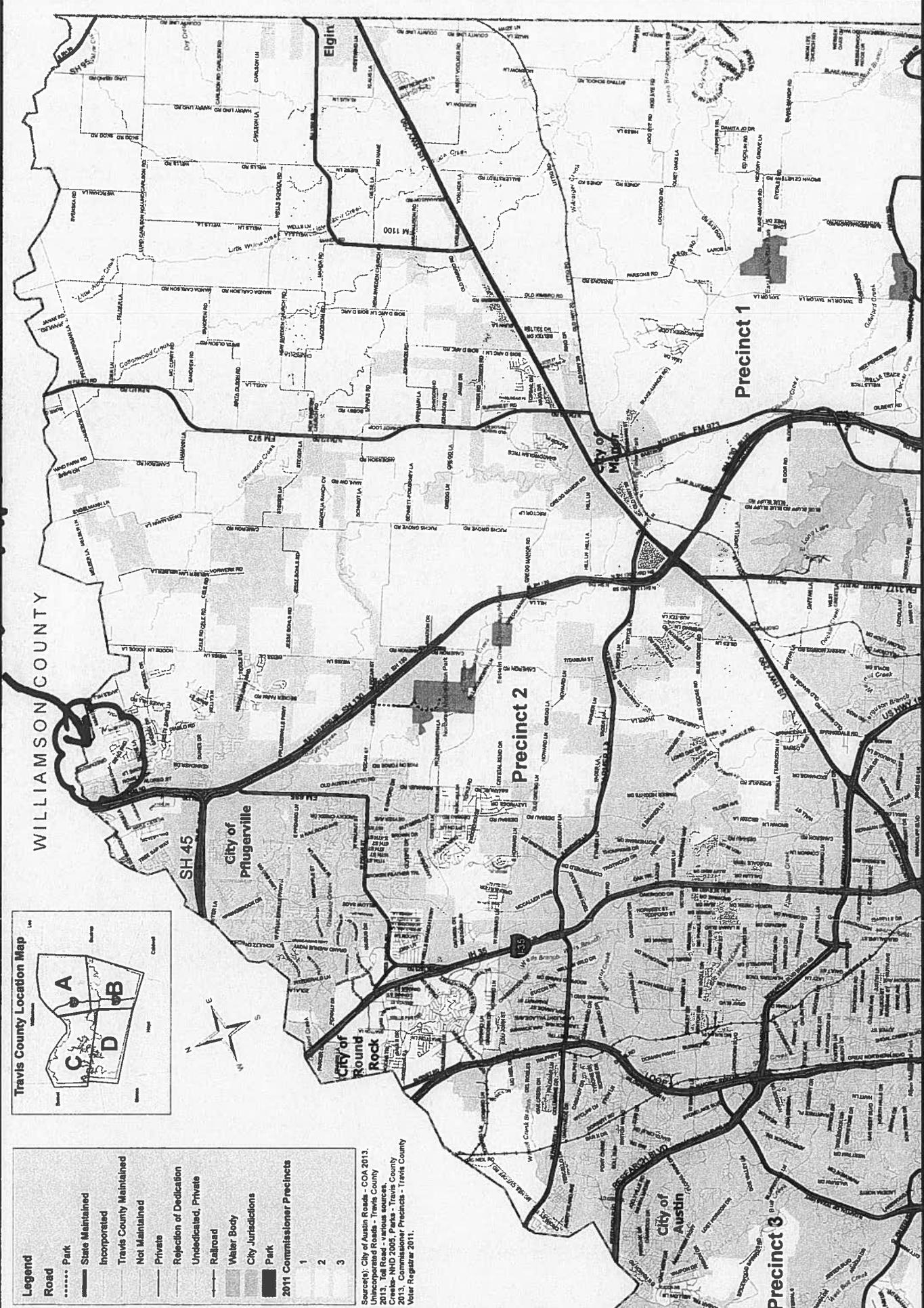
Site Area



SH 45

City of Pflugerville

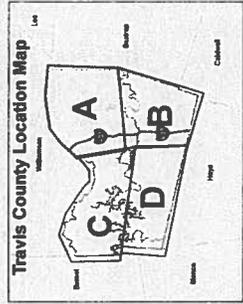
SITE AREA



Map Prepared by: Travis County
 Dept. of Transportation & Natural
 Resources. Date: 5/2/2013



Travis County Roadways, Map A



Legend	
Road	State Maintained
.....	Incorporated
-----	Travis County Maintained
-----	Not Maintained
-----	Private
-----	Rejection of Dedication
-----	Undedicated, Private
-----	Railroad
-----	Water Body
-----	City Jurisdictions
-----	Park
-----	2011 Commissioner Precincts
-----	1
-----	2
-----	3

Sources: City of Austin Roads - COA 2013.
 Unincorporated Roads - Travis County
 2013, Toll Road - various sources.
 Credits: NHD 2005, Parks - Travis County
 2013, Commissioner Precincts - Travis County
 Voter Registrar 2011.

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 Commissioners Court Agenda Request

Meeting Date: October 28, 2014

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

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

Carol B. Jorgensen
Department Head: Steven M. Marilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a request to use an Alternative Fiscal Agreement for Commons at Rowe Lane, Phase VI-A – Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivision requests to enter into an Alternative Fiscal Agreement with Travis County. Under this agreement, the plat will be held in abeyance while the street and drainage facilities are constructed.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff which finds that the use of the subject agreement meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

Under alternative fiscal, the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services and Long Range Planning authorizes the issuance of a Basic Development Permit for the construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

Restoration/Erosion Control Fiscal

The fiscal for the subdivision's restoration and improvements has been posted with Travis County as a bond. The amount of the restoration and other associated costs is \$143,302.50.

Access to Publicly Maintained Road

Commons at Rowe Lane, Phase VI-A takes access from Commons at Rowe Lane, Phase V-A. Commons at Rowe Lane, Phase V-A is also on today's agenda with a request to enter into an Alternative Fiscal Agreement.

Wastewater Service

Wastewater service for this subdivision will be provided by the City of Pflugerville.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #14-4276. The estimated cost of the improvements is \$701,739.50. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

The developer has signed the attached statement acknowledging that this action does not imply nor guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternative fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Alternative Fiscal Acknowledgment

Exhibit "A" – Description

Extension of Sixty-Day Period

Proposed Plat

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 - Commons at Rowe Lane, Phase VI-A

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Alternative Fiscal

Executed this 13th day of October, 2014.

OWNER: Rowe Lane 285, L.P.

Address: 1301 Municipal Way

By: [Signature]

Suite 200, Grapevine, Tx 76051

Name: Cara Obert

Phone: (817) 835-0650

Title: Chief Financial Officer
Authorized Representative

Fax: (817) 835-0383

ACKNOWLEDGEMENT

STATE OF TEXAS §

Tarrant

COUNTY OF ~~TRAVIS~~ §

This instrument was acknowledged before me on the 13th day of October, 2014, by Cara Obert in the capacity stated herein.

[Signature]
Notary Public in and for the State of Texas

Jessica L. Gray
Printed or typed name of notary

My Commission Expires: May 29, 2017



TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 20____, in the capacity stated herein.

Notary Public in and for the State of Texas

Printed or typed name of notary

My commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Alternative Fiscal



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**14.040 ACRES
JOHN KELSEY SURVEY (F/K/A JACOB CASNER SURVEY)
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 14.040 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 42.009 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO ATLAN ERNEST PFLUGER, JR., DATED JUNE 28, 1990 AND RECORDED IN VOLUME 11220, PAGE 172 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 14.040 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest corner of said 42.009 acre tract, same being the southwest corner of a 28.219 acre tract described in a deed to Robert E. Stanford and Pamela F. Stanford, recorded in Volume 863, Page 153 of the Deed Records of Williamson County, Texas, also being in the east line of Lot 14, Rolling Hills, a subdivision recorded in Volume 76, Page 277 of the Plat Records of Travis County, Texas;

THENCE South 81°46'12" East, with the common line of said 42.009 acre tract and said 28.219 acre tract, a distance of 562.41 feet to a 1/2" rebar found for an angle point in the north line of said 42.009 acre tract, same being the southeast corner of said 28.219 acre tract, also being an angle point in the west line of a 12.00 acre lease tract described in Document No. 2006028916 of the Official Public Records of Williamson County, Texas;

THENCE crossing said 42.009 acre tract with the west and south lines of said 12.00 acre tract, the following three (3) courses and distances:

1. South 81°44'54" East, a distance of 149.95 feet to a 1/2" rebar found;
2. South 07°43'34" West, a distance of 448.88 feet to a 1/2" rebar with plastic cap found for the southwest corner of said 12.00 acre tract;
3. South 82°15'56" East, a distance of 373.98 feet to a 1/2" rebar with "Chaparral" cap set, from which 1/2" rebar with plastic cap found in the east line of said 42.009 acre tract, for the southeast corner of said 12.00 acre tract, bears South 82°15'56" East, a distance of 296.51 feet;

THENCE departing the south line of said 12.00 acre tract and continuing across said 42.009 acre tract, the following twelve (12) courses and distances:

1. South $07^{\circ}44'04''$ West, a distance of 117.24 feet to a 1/2" rebar with "Chaparral" cap set;
2. North $82^{\circ}26'13''$ West, a distance of 15.82 feet to a 1/2" rebar with "Chaparral" cap set;
3. South $07^{\circ}33'47''$ West, a distance of 128.49 feet to a 1/2" rebar with "Chaparral" cap set;
4. North $82^{\circ}26'13''$ West, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
5. South $07^{\circ}33'47''$ West, a distance of 7.08 feet to a 1/2" rebar with "Chaparral" cap set;
6. North $82^{\circ}26'13''$ West, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
7. South $07^{\circ}33'47''$ West, a distance of 24.42 feet to a 1/2" rebar with "Chaparral" cap set;
8. North $82^{\circ}26'13''$ West, a distance of 319.19 feet to a 1/2" rebar with "Chaparral" cap set;
9. South $07^{\circ}33'47''$ West, a distance of 3.65 feet to a 1/2" rebar with "Chaparral" cap set;
10. North $82^{\circ}26'13''$ West, a distance of 290.00 feet to a 1/2" rebar with "Chaparral" cap set;
11. North $07^{\circ}33'47''$ East, a distance of 22.55 feet to a 1/2" rebar with "Chaparral" cap set;
12. North $82^{\circ}26'13''$ West, a distance of 169.64 feet to a 1/2" rebar with "Chaparral" cap set in the west line of said 42.009 acre tract, same being the east line of Lot 12 of said Rolling Hills, from which a 1/2" rebar found for the southwest corner of said 42.009 acre tract bears South $07^{\circ}33'47''$ West, a distance of 452.58 feet;

THENCE North $07^{\circ}33'47''$ East, with the west line of said 42.009 acre tract, being the east lines of said Lots 12, 13 and 14 of said Rolling Hills, a distance of 716.68 feet to the **POINT OF BEGINNING**, containing 14.040 acres of land, more or less.

Surveyed on the ground July 12, 2013. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on 1983/93 HARN values from the LCRA control network. Attachments: Drawing 697-011-PH VI A.

EW 11/05/2013

Eric J. Dannheim
Registered Professional Land Surveyor
State of Texas No. 6075



SKETCH TO ACCOMPANY A DESCRIPTION OF 14.040 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 42.009 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO ATLAN ERNEST PFLUGER, JR., DATED JUNE 28, 1990 AND RECORDED IN VOLUME 11220, PAGE 172 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
● CAP	1/2" REBAR WITH PLASTIC CAP FOUND
T.C.R.P.R.	TRAVIS COUNTY REAL PROPERTY RECORDS
T.C.P.R.	TRAVIS COUNTY PLAT RECORDS
W.C.O.P.R.	WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.D.R.	WILLIAMSON COUNTY DEED RECORDS
()	RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°26'13"W	15.82'
L2	N82°26'13"W	120.00'
L3	S07°33'47"W	7.08'
L4	S07°33'47"W	24.42'
L5	S07°33'47"W	3.65'
L6	N07°33'47"E	22.55'



Eric J. Dannheim
11/05/2013

DATE OF SURVEY: 07/12/13
 PLOT DATE: 11/05/13
 DRAWING NO.: 697-011-PH VI A
 PROJECT NO.: 697-011
 DRAWN BY: CWV
 SHEET 1 OF 2

BEARING BASIS: GRID AZIMUTH FOR TEXAS
 CENTRAL ZONE, 1983/93 HARN VALUES
 FROM LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS
 DESCRIPTION 697-011-PH VI A

Chaparral



1" = 200'

LOT 12
ROLLING HILLS
(76/277)
(T.C.P.R.)

LOT 13
ROLLING HILLS
(76/277)
(T.C.P.R.)

LOT 14
ROLLING HILLS
(76/277)
(T.C.P.R.)

S07°33'47"W
452.58'

(N09°50'40"E 404.90')

N07°33'47"E 716.68'
(N09°50'40"E 479.82')

P.O.B.

N82°26'13"W
169.64'

N82°26'13"W
290.00'

N82°26'13"W
319.19'

N82°26'13"W
170.00'

N82°26'13"W
170.00'

S07°33'47"W
128.49'

S07°44'04"W
117.24'

S82°15'56"E
373.98'

S82°15'56"E 296.51'
(S80°E 670.54')

S07°43'34"W 448.88'
(S10°00'W 448.88')

S81°46'12"E 562.41'
(S79°28'25"E 562.56')

S81°44'54"E
149.95'
(S79°28'25"E)
(150.00')

28.219 ACRES
ROBERT E. STANFORD
AND WIFE,
PAMELIA F. STANFORD
(863/153 W.C.D.R.)

14.040 ACRES
APPROX. 611,562 SQ. FT.

PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

12.00 ACRES
LEASE TRACT
(2006028916 W.C.O.P.R.)
PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

DATE OF SURVEY: 07/12/13
PLOT DATE: 11/05/13
DRAWING NO.: 697-011-PH VI A
PROJECT NO.: 697-011
DRAWN BY: CWW
SHEET 2 OF 2



Chaparral

EW
11/05/2013

**§ EXHIBIT 82.201(C)
EXTENSION OF SIXTY-DAY PERIOD FOR
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: June 12, 2014

Owner's Name and Address: Rowe Lane 285, L.P.
1301 Municipal Way, Ste. 200
Grapevine, Texas 76051

Proposed Subdivision Name and Legal Description (the "Property"):

THE COMMONS AT ROWE LANE, PHASE VI-A, as more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein.

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and affective as of the date set forth below.

ROWE LANE 285, L.P.
A Texas limited partnership

By: Rowe Lane 285 GenPar, LLC,
a Texas limited partnership
its general partner

By: United Development Funding, L.P.,
a Delaware limited partnership
its sole member

By: United Development Funding, Inc.,
a Delaware corporation
its General Partner

By: Melina Youngblood
Name: Melissa Youngblood
Title: Vice President

EXHIBIT 82.201(C)

EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 3

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 12th day of June, 2014, by Melissa Youngblood, vice president of Rowe Lane 285, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

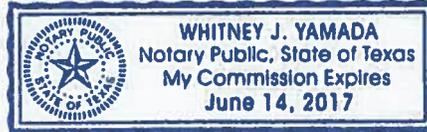


EXHIBIT 82.201(C)

EXTENSION OF SIXTY DAY PERIOD – PAGE 3 OF 3

Travis County

By: Carol B. Joseph
County Executive
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 17th day of October, 2014, by Steven M Manilla, P.E., County Executive of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas

CK Draper
Carolyn R. Draper
(Printed Name of Notary)



My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

Alternative Fiscal



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724

Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**14.040 ACRES
JOHN KELSEY SURVEY (F/K/A JACOB CASNER SURVEY)
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 14.040 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 42.009 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO ATLAN ERNEST PFLUGER, JR., DATED JUNE 28, 1990 AND RECORDED IN VOLUME 11220, PAGE 172 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 14.040 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest corner of said 42.009 acre tract, same being the southwest corner of a 28.219 acre tract described in a deed to Robert E. Stanford and Pamela F. Stanford, recorded in Volume 863, Page 153 of the Deed Records of Williamson County, Texas, also being in the east line of Lot 14, Rolling Hills, a subdivision recorded in Volume 76, Page 277 of the Plat Records of Travis County, Texas;

THENCE South 81°46'12" East, with the common line of said 42.009 acre tract and said 28.219 acre tract, a distance of 562.41 feet to a 1/2" rebar found for an angle point in the north line of said 42.009 acre tract, same being the southeast corner of said 28.219 acre tract, also being an angle point in the west line of a 12.00 acre lease tract described in Document No. 2006028916 of the Official Public Records of Williamson County, Texas;

THENCE crossing said 42.009 acre tract with the west and south lines of said 12.00 acre tract, the following three (3) courses and distances:

1. South 81°44'54" East, a distance of 149.95 feet to a 1/2" rebar found;
2. South 07°43'34" West, a distance of 448.88 feet to a 1/2" rebar with plastic cap found for the southwest corner of said 12.00 acre tract;
3. South 82°15'56" East, a distance of 373.98 feet to a 1/2" rebar with "Chaparral" cap set, from which 1/2" rebar with plastic cap found in the east line of said 42.009 acre tract, for the southeast corner of said 12.00 acre tract, bears South 82°15'56" East, a distance of 296.51 feet;

THENCE departing the south line of said 12.00 acre tract and continuing across said 42.009 acre tract, the following twelve (12) courses and distances:

1. South 07°44'04" West, a distance of 117.24 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 82°26'13" West, a distance of 15.82 feet to a 1/2" rebar with "Chaparral" cap set;
3. South 07°33'47" West, a distance of 128.49 feet to a 1/2" rebar with "Chaparral" cap set;
4. North 82°26'13" West, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 07°33'47" West, a distance of 7.08 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 82°26'13" West, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
7. South 07°33'47" West, a distance of 24.42 feet to a 1/2" rebar with "Chaparral" cap set;
8. North 82°26'13" West, a distance of 319.19 feet to a 1/2" rebar with "Chaparral" cap set;
9. South 07°33'47" West, a distance of 3.65 feet to a 1/2" rebar with "Chaparral" cap set;
10. North 82°26'13" West, a distance of 290.00 feet to a 1/2" rebar with "Chaparral" cap set;
11. North 07°33'47" East, a distance of 22.55 feet to a 1/2" rebar with "Chaparral" cap set;
12. North 82°26'13" West, a distance of 169.64 feet to a 1/2" rebar with "Chaparral" cap set in the west line of said 42.009 acre tract, same being the east line of Lot 12 of said Rolling Hills, from which a 1/2" rebar found for the southwest corner of said 42.009 acre tract bears South 07°33'47" West, a distance of 452.58 feet;

THENCE North 07°33'47" East, with the west line of said 42.009 acre tract, being the east lines of said Lots 12, 13 and 14 of said Rolling Hills, a distance of 716.68 feet to the **POINT OF BEGINNING**, containing 14.040 acres of land, more or less.

Surveyed on the ground July 12, 2013. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on 1983/93 HARN values from the LCRA control network. Attachments: Drawing 697-011-PH VI A.

Er 11/05/2013

Eric J. Dannheim
Registered Professional Land Surveyor
State of Texas No. 6075



SKETCH TO ACCOMPANY A DESCRIPTION OF 14.040 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 42.009 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO ATLAN ERNEST PFLUGER, JR., DATED JUNE 28, 1990 AND RECORDED IN VOLUME 11220, PAGE 172 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND	
⊙	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
● CAP	1/2" REBAR WITH PLASTIC CAP FOUND
T.C.R.P.R.	TRAVIS COUNTY REAL PROPERTY RECORDS
T.C.P.R.	TRAVIS COUNTY PLAT RECORDS
W.C.O.P.R.	WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.D.R.	WILLIAMSON COUNTY DEED RECORDS
()	RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°26'13"W	15.82'
L2	N82°26'13"W	120.00'
L3	S07°33'47"W	7.08'
L4	S07°33'47"W	24.42'
L5	S07°33'47"W	3.65'
L6	N07°33'47"E	22.55'



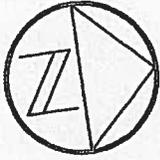
Eric J. Dannheim
11/05/2013

DATE OF SURVEY: 07/12/13
 PLOT DATE: 11/05/13
 DRAWING NO.: 697-011-PH VI A
 PROJECT NO.: 697-011
 DRAWN BY: CWW
 SHEET 1 OF 2

BEARING BASIS: GRID AZIMUTH FOR TEXAS
 CENTRAL ZONE, 1983/93 HARN VALUES
 FROM LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS
 DESCRIPTION 697-011-PH VI A

Chaparral



1" = 200'

LOT 12
ROLLING HILLS
(76/277)
(T.C.P.R.)

LOT 13
ROLLING HILLS
(76/277)
(T.C.P.R.)

LOT 14
ROLLING HILLS
(76/277)
(T.C.P.R.)

S07°33'47"W
452.58'

(N09°50'40"E 404.90')
N07°33'47"E 716.68'
(N09°50'40"E 479.82')

P.O.B.

N82°26'13"W
169.64'

N82°26'13"W
290.00'

N82°26'13"W
319.19'

N82°26'13"W
170.00'

N82°26'13"W
170.00'

S07°33'47"W
128.49'

S07°44'04"W
117.24'

S82°15'56"E
373.98'

S82°15'56"E 296.51'
(S80°E 670.54')

CAP

S07°43'34"W 448.88'
(S10°00'W 448.88')

S81°46'12"E 562.41'
(S79°28'25"E 562.56')

S81°44'54"E
149.95'
(S79°28'25"E)
(150.00')

28.219 ACRES
ROBERT E. STANFORD
AND WIFE,
PAMELIA F. STANFORD
(863/153 W.C.D.R.)

14.040 ACRES
APPROX. 611,562 SQ. FT.

PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

12.00 ACRES
LEASE TRACT
(2006028916 W.C.O.P.R.)
PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

DATE OF SURVEY: 07/12/13
PLOT DATE: 11/05/13
DRAWING NO.: 697-011-PH VI A
PROJECT NO.: 697-011
DRAWN BY: CWW
SHEET 2 OF 2



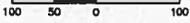
Chaparral

EW
11/05/2013

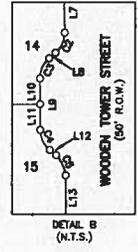
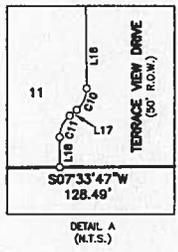
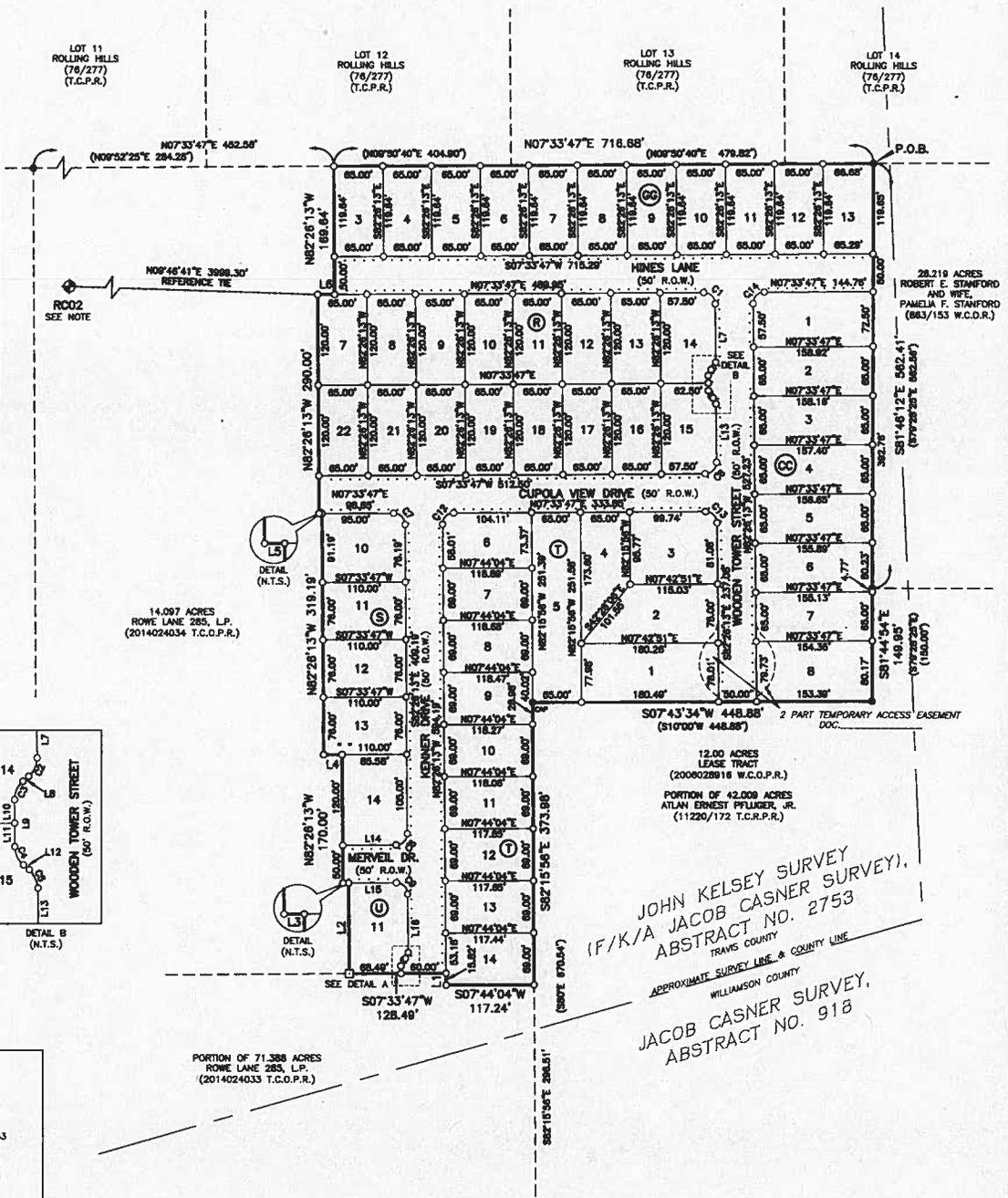
FINAL PLAT: THE COMMONS AT ROWE LANE PHASE VI A TRAVIS COUNTY, TEXAS

SCALE: 1" = 100'

GRAPHIC SCALE



LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
□	CONCRETE MONUMENT SET
⊕	CONTROL POINT LOCATION
T.C.R.P.R.	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
T.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
T.C.P.R.	PLAT RECORDS OF TRAVIS COUNTY, TEXAS
W.C.D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
()	RECORD INFORMATION
---	4' SIDEWALK
Ⓐ	BLOCK LETTER
P.O.B.	POINT OF BEGINNING



OWNERS:
 ROWE LANE 285, L.P.
 1301 MUNICIPAL WAY, SUITE 200
 GRAPEVINE, TX 75051

TOTAL ACREAGE: 14.040 ACRES
 JOHN KELSEY SURVEY, ABSTRACT NO. 2753
 TOTAL NUMBER OF LOTS: 58
 SINGLE FAMILY LOTS: 55
 DRAINAGE EASEMENT LOTS: 1

BLOCK CC: 9 LOTS (1,849 AC.)
 BLOCK GG: 11 LOTS (1,887 AC.)
 BLOCK R: 16 LOTS (2,883 AC.)
 BLOCK S: 5 LOTS (1,040 AC.)
 BLOCK T: 14 LOTS (3,110 AC.)
 BLOCK U: 1 LOT (0,211 AC.)

R.O.W. AREA: 2.888 AC.
 LINEAR FEET OF NEW ROADWAY: 2580 L.F.

HINES LANE: 715 L.F.
 CUPOLA VIEW DRIVE: 553 L.F.
 WOODEN TOWER STREET: 567 L.F.
 KENNER DRIVE: 634 L.F.
 MERVEL DRIVE: 111 L.F.

PORTION OF 71.388 ACRES
 ROWE LANE 285, L.P.
 (2014024033 T.C.O.P.R.)

CHAPARRAL CONTROL POINT "RC02"
 4" ALUMINUM DISK SET IN ASPHALT, 4"
 NORTH OF CURB AT THE END OF A
 MEDIAN AT THE NORTH TERMINUS OF
 CASA NAVARRO DRIVE.

SURFACE COORDINATES:
 N 10151283.59
 E 3167499.84

TEXAS CENTRAL ZONE STATE
 PLANE COORDINATES:
 N 10150144.45
 E 3167144.39

ELEVATION = 682.44'
 VERTICAL DATUM: NAVD 86 (GEOID 99)

COMBINED SCALE FACTOR = 0.999887783
 (FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000112229
 (FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0
 TEXAS CENTRAL ZONE 4203
 THETA ANGLE: 1°25'25"

THIS IS A SURFACE DRAWING. BEARING
 BASIS: GRID AZIMUTH FOR TEXAS CENTRAL
 ZONE. 1983/83 HARN VALUES FROM
 LCRA CONTROL NETWORK.

JOHN KELSEY SURVEY
 (F/K/A JACOB CASNER SURVEY),
 ABSTRACT NO. 2753
 TRAVIS COUNTY

APPROXIMATE SURVEY LINE & COUNTY LINE
 WILLIAMSON COUNTY

JACOB CASNER SURVEY,
 ABSTRACT NO. 918



Eric J. Danneberg
 9/29/2014

GRAY ENGINEERING

6834 N. Capital of Texas Hwy.
 Austin, Texas 78759
 Suite 140
 (512)452-0371
 FAX (512)454-9933
 TBE FIRM #2946

Chaparral
 Professional Land Surveying, Inc.
 Surveying and Mapping

3500 McCall Lane
 Austin, Texas 78744
 512-443-1724
 TBPLS Firm No. 10124500

PROJECT NO.: 697-011
 DRAWING NO.: 697-011-PL-VI A
 PLOT DATE: 9/29/2014
 PLOT SCALE: 1"=100'
 DRAWN BY: CWW
 SHEET 02 OF 04

**FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE VI A
TRAVIS COUNTY, TEXAS**

LOT SUMMARY TABLES											
BLOCK CC		BLOCK GG		BLOCK R		BLOCK S		BLOCK T		BLOCK U	
LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.
1	11,504	3	7,777	7	7,800	10	9,983	1	14,067	11	9,183
2	10,305	4	7,777	8	7,800	11	8,360	2	11,516		
3	10,256	5	7,777	9	7,800	12	8,360	3	10,972		
4	10,207	6	7,777	10	7,800	13	8,360	4	8,755		
5	10,158	7	7,777	11	7,800	14	10,221	5	16,346		
6	10,108	8	7,777	12	7,800			6	8,661		
7	10,058	9	7,777	13	7,800			7	8,196		
8	12,301	10	7,777	14	8,464			8	8,182		
		11	7,777	15	8,463			9	8,168		
		12	7,777	16	7,800			10	8,153		
		13	7,895	17	7,800			11	8,139		
				18	7,800			12	8,125		
				19	7,800			13	8,111		
				20	7,800			14	8,086		
				21	7,800						
				22	7,800						

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 14,040 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2733, TRAVIS COUNTY, TEXAS, CONVEYED TO ROWE LANE 285, L.P. BY DOCUMENT NO. 2014024034 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 42,009 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO ATLAN ERNEST PFLUGER, JR., DATED JUNE 28, 1990 AND RECORDED IN VOLUME 11220, PAGE 172 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 14,040 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest corner of said 14,040 acre tract, same being the northwest corner of said 42,009 acre tract, also being the southwest corner of a 28,219 acre tract described in a deed to Robert E. Stanford and Pamela F. Stanford, recorded in Volume 883, Page 153 of the Deed Records of Williamson County, Texas, also being in the east line of Lot 14, Rolling Hills, a subdivision recorded in Volume 76, Page 277 of the Plat Records of Travis County, Texas;

THENCE South 81°48'12" East, with the common line of said 14,040 acre tract, said 42,009 acre tract and said 28,219 acre tract, a distance of 582.41 feet to a 1/2" rebar found for an angle point in the north line of said 14,040 acre tract and said 42,009 acre tract, same being the southeast corner of said 28,219 acre tract, also being an angle point in the west line of a 12.00 acre lease tract described in Document No. 2008028916 of the Official Public Records of Williamson County, Texas;

THENCE crossing said 42,009 acre tract with the west and south lines of said 12.00 acre tract, being the east and north lines of said 14,040 acre tract, the following three (3) courses and distances:

1. South 81°44'34" East, a distance of 148.95 feet to a 1/2" rebar found;
2. South 07°43'34" West, a distance of 448.88 feet to a 1/2" rebar with plastic cap found for the southwest corner of said 12.00 acre tract;
3. South 82°19'56" East, a distance of 373.98 feet to a 1/2" rebar with "Chaparral" cap set for the northeast corner of said 14,040 acre tract, from which 1/2" rebar with plastic cap found in the east line of said 42,009 acre tract, for the southeast corner of said 12.00 acre tract, bears South 82°15'56" East, a distance of 288.51 feet;

THENCE departing the south line of said 12.00 acre tract and continuing across said 42,009 acre tract with the east line of said 14,040 acre tract, the following three (3) courses and distances:

1. South 07°44'04" West, a distance of 117.24 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 82°26'13" West, a distance of 15.82 feet to a 1/2" rebar with "Chaparral" cap set;
3. South 07°33'47" West, a distance of 128.49 feet to a 1/2" rebar with "Chaparral" cap set for the southeast corner of said 14,040 acre tract, same being the northeast corner of a 14,097 acre tract also described in said Document No. 2014024034;

THENCE with the south line of said 14,040 acre tract, same being the north line of said 14,097 acre tract, the following nine (9) courses and distances:

1. North 82°26'13" West, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
2. South 07°33'47" West, a distance of 7.08 feet to a 1/2" rebar with "Chaparral" cap set;
3. North 82°26'13" West, a distance of 170.00 feet to a 1/2" rebar with "Chaparral" cap set;
4. South 07°33'47" West, a distance of 24.42 feet to a 1/2" rebar with "Chaparral" cap set;
5. North 82°26'13" West, a distance of 319.19 feet to a 1/2" rebar with "Chaparral" cap set;
6. South 07°33'47" West, a distance of 3.65 feet to a 1/2" rebar with "Chaparral" cap set;
7. North 82°26'13" West, a distance of 290.00 feet to a 1/2" rebar with "Chaparral" cap set;
8. North 07°33'47" East, a distance of 22.55 feet to a 1/2" rebar with "Chaparral" cap set;
9. North 82°26'13" West, a distance of 189.84 feet to a 1/2" rebar with "Chaparral" cap set in the west line of said 42,009 acre tract, for the southwest corner of said 14,040 acre tract, same being the northwest corner of said 14,097 acre tract, also being in the east line of Lot 12 of said Rolling Hills, from which a 1/2" rebar found for the southwest corner of said 42,009 acre tract bears South 07°33'47" West, a distance of 452.58 feet;

THENCE North 07°33'47" East, with the west line of said 42,009 acre tract and said 14,040 acre tract, being the east line of Lots 12, 13 and 14 of said Rolling Hills, a distance of 716.88 feet to the POINT OF BEGINNING, containing 14,040 acres of land, more or less.

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	TANGENT
C1	15.00'	90°00'00"	23.56'	N52°33'47"E	21.21'	15.00'
C2	10.00'	90°58'13"	8.90'	S56°57'07"E	8.81'	4.77'
C3	10.00'	90°58'13"	8.90'	S56°57'07"E	8.81'	4.77'
C4	10.00'	90°58'11"	8.90'	N72°04'41"E	8.81'	4.77'
C5	12.99'	36°41'16"	8.77'	N72°04'39"E	8.81'	4.56'
C6	15.00'	90°00'00"	23.56'	S37°26'13"W	21.21'	15.00'
C7	15.00'	90°00'00"	23.56'	N52°33'47"E	21.21'	15.00'
C8	15.00'	90°00'00"	23.56'	S37°26'13"W	21.21'	15.00'
C9	15.00'	90°00'00"	23.56'	N52°33'47"E	21.21'	15.00'
C10	10.00'	90°58'13"	8.90'	N56°57'07"W	8.81'	4.77'
C11	10.00'	90°58'13"	8.90'	S56°57'07"E	8.81'	4.77'
C12	15.00'	90°00'00"	23.56'	N37°26'13"W	21.21'	15.00'
C13	15.00'	90°00'00"	23.56'	N52°33'47"E	21.21'	15.00'
C14	15.00'	90°00'00"	23.56'	N37°26'13"W	21.21'	15.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°26'13"W	15.82'
L2	N82°26'13"W	120.00'
L3	S07°33'47"W	7.08'
L4	S07°33'47"W	24.42'
L5	S07°33'47"W	3.65'
L6	N07°33'47"E	22.55'
L7	S82°26'13"E	77.43'
L8	S31°28'00"E	3.34'
L9	S82°26'13"E	19.86'
L10	S82°26'13"E	9.93'
L11	S82°26'13"E	9.93'
L12	S46°35'36"W	3.34'
L13	S82°26'13"E	77.43'
L14	S07°33'47"W	70.58'
L15	N07°33'47"E	63.49'
L16	S82°26'13"E	77.43'
L17	S31°28'00"E	3.34'
L18	S82°26'13"E	9.93'



EW
9/29/2014

8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512) 452-0371
FAX (512) 454-9933
TDEP FIRM #2946

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724
TBPLS Firm No. 10124500

PROJECT NO.: 897-011
DRAWING NO.: 897-011-PL-VI A
PLOT DATE: 9/29/2014
PLOT SCALE: 1"=100'
DRAWN BY: CWW
SHEET 03 OF 04

**FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE VI A
TRAVIS COUNTY, TEXAS**

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT ROWE LANE 285, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREBY BY AND THROUGH MELISSA YOUNGBLOOD, VICE PRESIDENT OF ROWE COMMONS CORPORATION, A TEXAS CORPORATION, ITS GENERAL PARTNER, BEING THE OWNER OF 14,940 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2783, IN TRAVIS COUNTY, TEXAS, CONVEYED TO ROWE LANE 285, L.P., BY DOCUMENT NO. 2014024034 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 14,040 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 232.00, TO BE KNOWN AS

THE COMMONS AT ROWE LANE PHASE VI A

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

ROWE LANE 285, L.P., A TEXAS LIMITED PARTNERSHIP

BY: ROWE COMMONS CORPORATION
A TEXAS CORPORATION
ITS GENERAL PARTNER
1301 MUNICIPAL WAY, STE. 200
GRAPEVINE, TEXAS 76051

BY: MELISSA YOUNGBLOOD, VICE PRESIDENT

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MELISSA YOUNGBLOOD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ____ DAY OF _____, 20__ AD.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME _____ MY COMMISSION EXPIRES _____

STATE OF TEXAS
CITY OF PFLUGERVILLE

APPROVED THIS ____ DAY OF _____, 20__ AD., BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: _____
CHAIRPERSON

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

THIS PLAT IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE, TEXAS, THIS THE ____ DAY OF _____, 20__ AD.

BY: EMILY BARRON, PLANNING DIRECTOR

ATTEST:

KAREN THOMPSON, CITY SECRETARY

SURVEYOR'S CERTIFICATION

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ERIC J. DANNEHEIM, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, ON SEPTEMBER 26, 2014, AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON. PURSUANT TRAVIS COUNTY CHAPTER 82 SUBDIVISION REGULATIONS.

Eric J. Danneheim 9/29/2014
ERIC J. DANNEHEIM, R.P.L.S. 6075



SURVEYING BY:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
512-443-1724

ENGINEER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF TRAVIS

I, JOHN D. HINES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, PURSUANT TRAVIS COUNTY CHAPTER 82 SUBDIVISION REGULATIONS.

THE 100 YEAR FLOOD IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARY OF THE 100 YEAR FLOODPLAIN, AS SHOWN ON THE FEMA MAP COMMUNITY PANEL NO. 4845300280A, DATED AUGUST 18, 2014.

John D. Hines
JOHN D. HINES, P.E. 96891



ENGINEERING BY:
GRAY ENGINEERING, INC.
8834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 140
AUSTIN, TEXAS 78759
512-452-0371
TBPE # 2948



8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPE Firm #2948

PLAT NOTES AND TRAVIS COUNTY STANDARD NOTES

1. THIS PROPERTY IS OUTSIDE THE CITY OF PFLUGERVILLE CITY LIMITS, BUT WITHIN THE E.T.A.
2. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING AND OTHER STRUCTURES SHALL BE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
3. PROPERTY OWNER OR ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
5. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
6. 4' SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL LOCAL STREETS IN THIS SUBDIVISION. SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS UNLESS NOTED OTHERWISE.
7. A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED PARALLEL WITH AND ADJACENT TO ALL STREET RIGHTS-OF-WAY.
8. THE 25 AND 100 YEAR FLOOD PLAIN WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AND STREET RIGHTS-OF-WAY SHOWN HEREON.
9. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION AND THE CITY OF PFLUGERVILLE, RESPECTIVELY.
10. THERE SHALL BE NO OCCUPANCY OF ANY LOT IN THIS SUBDIVISION UNTIL CONNECTION HAS BEEN MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
11. THERE SHALL BE NO OCCUPANCY OF ANY LOT IN THIS SUBDIVISION UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.
12. ALL SINGLE FAMILY RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
13. ALL BUILDING SETBACK LINES WILL BE IN ACCORDANCE WITH THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKESSIDE WOOD NO. 3, BETWEEN ROWE LANE DEVELOPMENT, L.T.O., K2N CORPORATION, ATLAN ERNEST PFLUGER, JR., RUBY MAE PFLUGER, PATRICIA PFLUGER HOFFMAN, AND THE CITY OF PFLUGERVILLE, TEXAS, EFFECTIVE DATE NOVEMBER 22, 2004. SETBACKS BEING 5-FT SIDE, 25-FT FRONT, 20-FT REAR, AND 15-FT SIDE STREET (CORNER LOT)
14. ALL (NEW) TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREBY PROVIDED.
15. WHERE EXISTING OVERHEAD ELECTRIC SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
16. ALL ELECTRIC, CABLE TELEVISION AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT-OF-WAY.
17. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO TREE CONSERVATION INCLUDING, BUT NOT LIMITED TO, THE CONSERVATION STANDARDS OUTLINED IN THE UNIFORM DEVELOPMENT CODE.
18. THE ASSESSED IMPACT FEE RATE FOR THE CITY OF PFLUGERVILLE WASTEWATER SERVICE SHALL BE \$2414.00 AS SET FORTH THROUGHOUT THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKESSIDE WOOD NO. 3 (THE DISTRICT) DATED NOVEMBER 22, 2004, AND RELATED SUPPORTING DOCUMENTS BETWEEN THE CITY AND THE DISTRICT; FOLLOWING CITY ORDINANCE 891-07-08-26 AND PAYABLE PER LOT AT THE TIME OF BUILDING PERMIT.
19. STREET LIGHTS SHALL BE PROVIDED WITH THE UNIFORM DEVELOPMENT CODE SUBCHAPTER 13 AND ANY OTHER PROVISIONS REQUIRED BY THE CITY OF PFLUGERVILLE. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
20. PARKLAND DEDICATION FOR THIS SUBDIVISION IS SATISFIED BY ELIGIBLE PARKLAND PLATTED IN PHASE I (18,280 ACRES), PHASE II A (1,882 ACRES), PHASE II B (5,287 ACRES), PHASE III B (13,089 ACRES), PHASE IV A (0,087 ACRES), AND PHASE V A (0,087 ACRES).
21. ALL STREETS IN THIS SUBDIVISION ARE PUBLIC.

TRAVIS COUNTY COMMISSIONERS COURT RESOLUTION

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNER(S) AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 20__ AD., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THIS ____ DAY OF _____, 20__ AD.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ AD., AT ____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF _____, 20__ AD., AT ____ O'CLOCK ____ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, 20__ AD.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

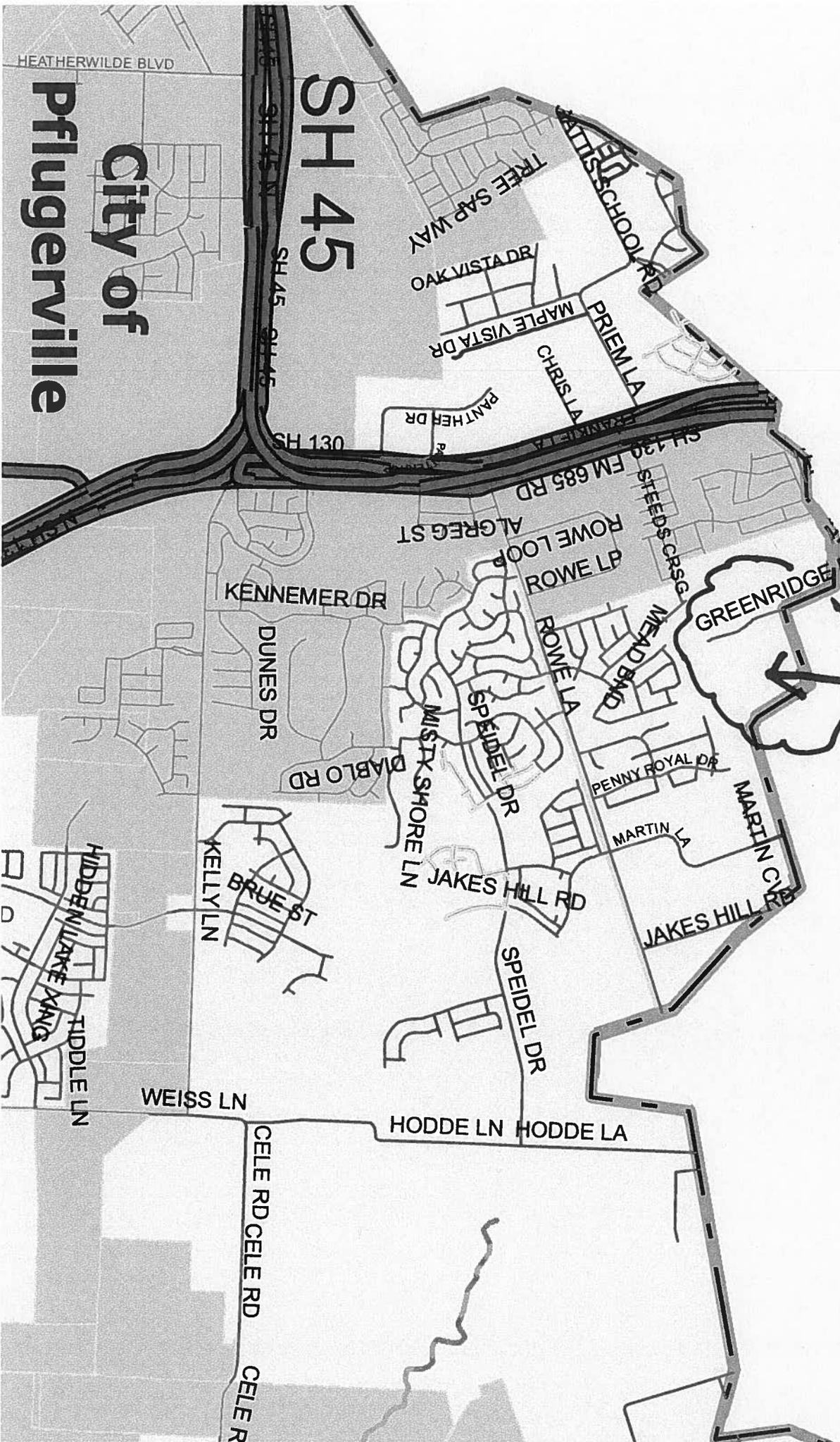
BY: _____
DEPUTY

<p>Chaparral Professional Land Surveying, Inc. Surveying and Mapping</p> <p>3500 McCall Lane Austin, Texas 78744 512-443-1724 TBPLS Firm No. 10124500</p>	PROJECT NO.: 697-011
	DRAWING NO.: 697-011-PL-VI A
	PLOT DATE: 9/29/2014
	PLOT SCALE: 1"=100'
DRAWN BY: CWW	SHEET 04 OF 04

HEATHERWILDE BLVD

City of Pflugerville

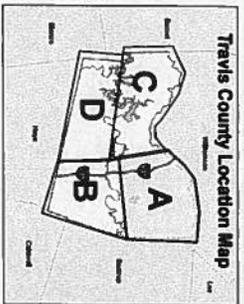
SH 45



Site Area

Site Area

WILLIAMSON COUNTY



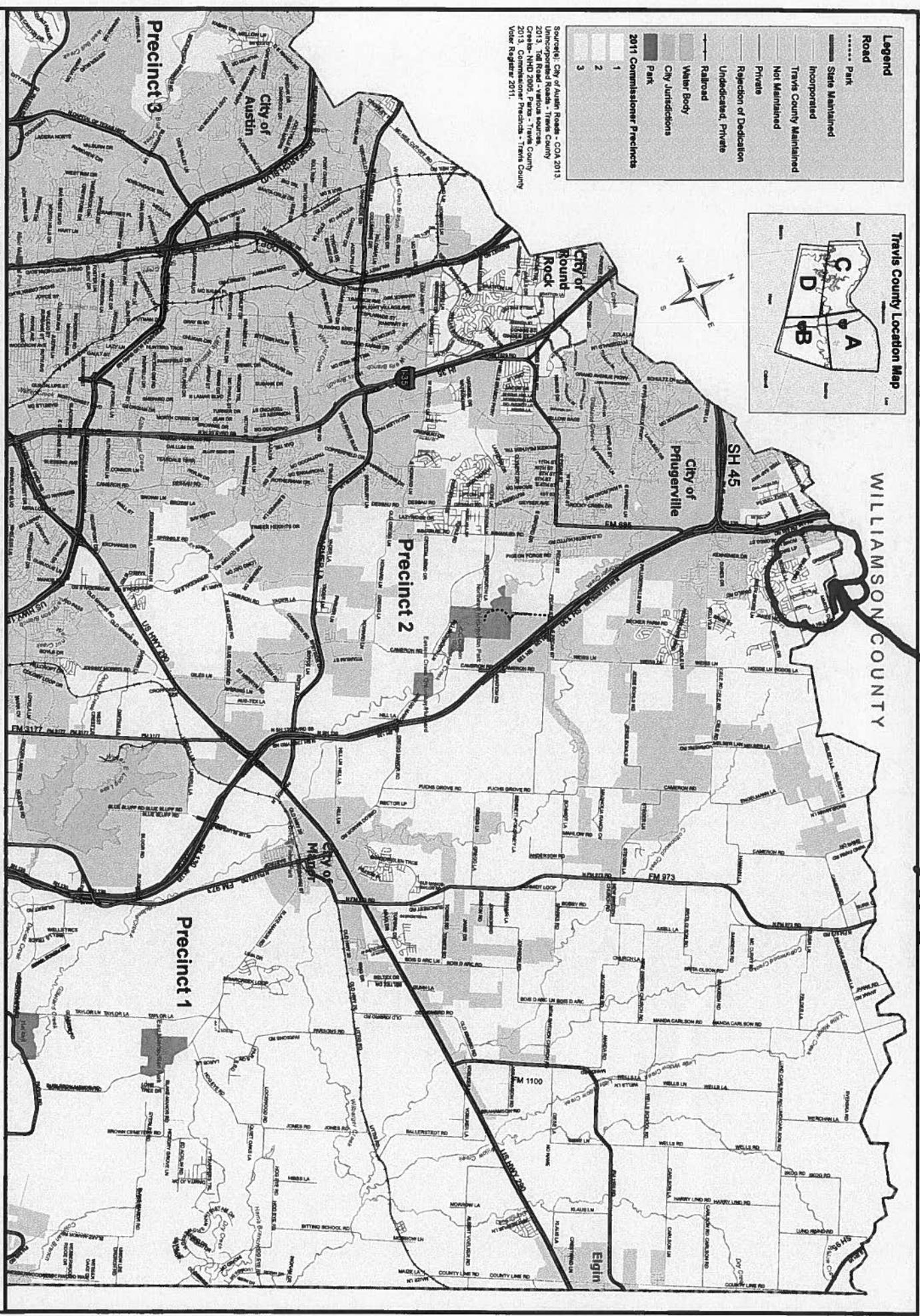
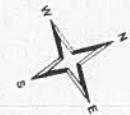
Legend

- Park
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undeclared, Private
- Railroad
- Water Body
- City Jurisdictions
- Park

2011 Commissioner Precincts

- 1
- 2
- 3

Source(s): City of Austin Roadway - COA 2013
 Unincorporated Roadway - Travis County
 2013 - NHD 2013
 2013 - NHD 2013
 2013 Commissioner Precincts - Travis County
 Voter Register 2011.



Travis County Roadways, Map A

0 1 Miles

Map Prepared by: Travis County,
 Dept. of Transportation & Natural
 Resources.
 Date: 5/21/2013

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. The user assumes all liability for any use of this product. The user has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By: Tim Pautsch **Phone #:** (512) 854-7689

Division Director/Manager: Anna Bowlin - Division Director Development Services 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 a Cash Security Agreement with Gehan Homes, LTD-Austin, for sidewalk fiscal for Commons At Rowe Lane Phase 4A for Lot 24 Block FF, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

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

STAFF RECOMMENDATIONS:

Gehan Homes, LTD-Austin, proposed to use this Cash Security Agreement, as follows: Commons At Rowe Lane Phase 4A for Lot 24 Block FF, \$941.55, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

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

ATTACHMENTS/EXHIBITS:

Cash Security Agreement

Map of Lot

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Commons At Rowe Lane Ph 4A

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 941.55

ADDRESS: 21312 Hines Lane LOT: 24 BLOCK: FF

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 26th Day of September, 20 14

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

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

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

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

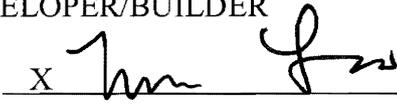
If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

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

Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes, LTD

PRINT: Nina Lozano

3815 S Capital of TX Hwy #275

TITLE: Purchasing Coordinator

Austin Texas 78704

PHONE: 512-330-9366 x 4216

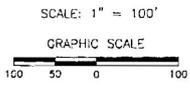
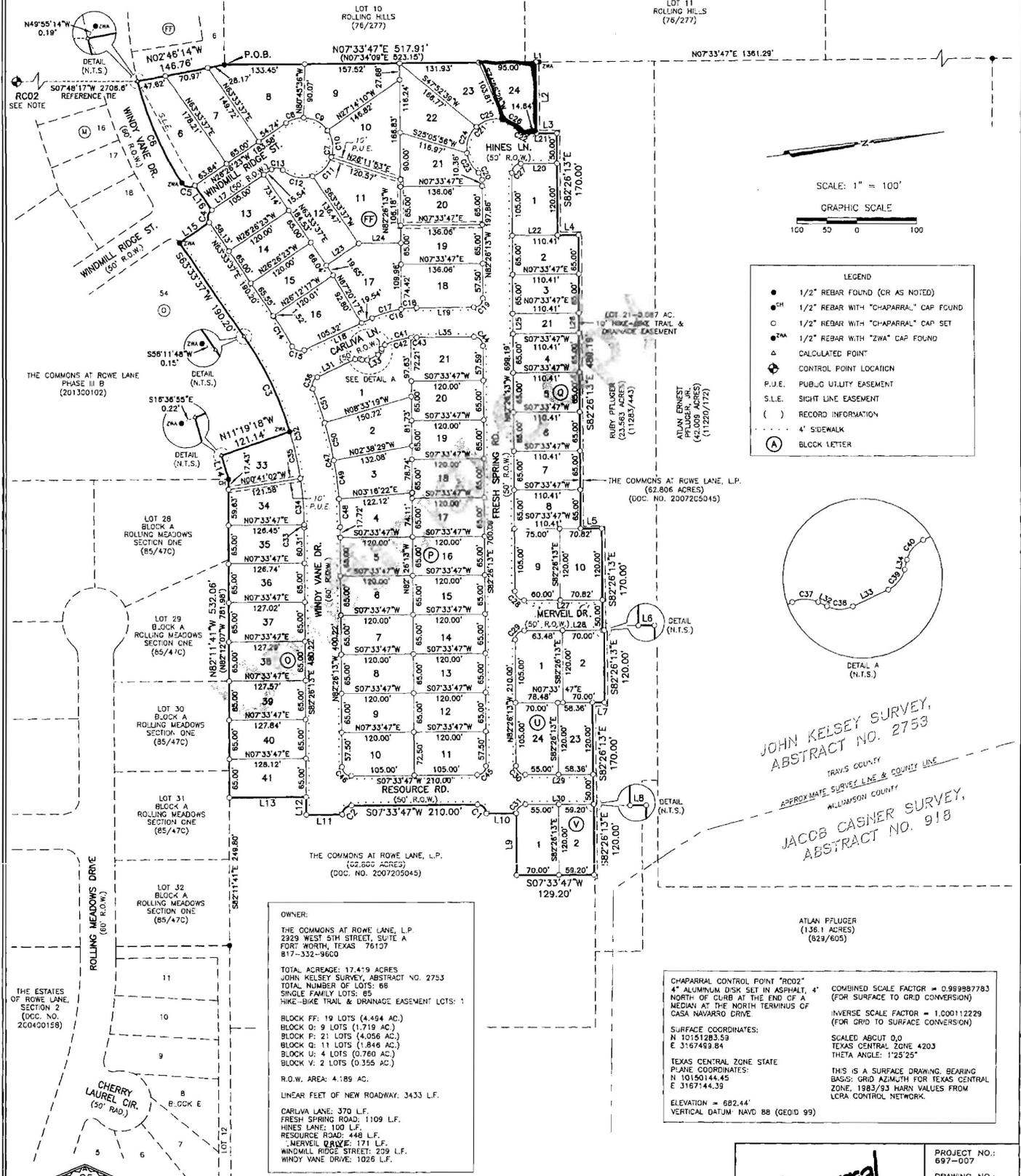
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

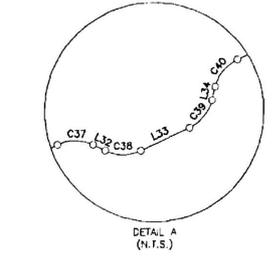
Date

201400073

FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE IV A
TRAVIS COUNTY, TEXAS



- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)
 - CH 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - ZMA 1/2" REBAR WITH "ZWA" CAP FOUND
 - △ CALCULATED POINT
 - ⊕ CONTROL POINT LOCATION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.L.E. SIGHT LINE EASEMENT
 - () RECORD INFORMATION
 - 8 4' SIDEWALK
 - Ⓐ BLOCK LETTER



JOHN KELSEY SURVEY,
ABSTRACT NO. 2753
TRAVIS COUNTY
APPROXIMATE SURVEY LINE & COUNTY LINE
WILLIAMSON COUNTY
JACOB CASNER SURVEY,
ABSTRACT NO. 918

OWNER:
THE COMMONS AT ROWE LANE, L.P.
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
817-332-9600

TOTAL ACRES: 17.419 ACRES
JOHN KELSEY SURVEY, ABSTRACT NO. 2753
TOTAL NUMBER OF LOTS: 65
SINGLE FAMILY LOTS: 85
HIKE-BIKE TRAIL & DRAINAGE EASEMENT LOTS: 1

BLOCK FF: 19 LOTS (4.494 AC.)
BLOCK D: 9 LOTS (1.719 AC.)
BLOCK F: 21 LOTS (4.056 AC.)
BLOCK Q: 11 LOTS (1.846 AC.)
BLOCK U: 4 LOTS (0.760 AC.)
BLOCK V: 2 LOTS (0.356 AC.)

R.O.W. AREA: 4.189 AC.
LINEAR FEET OF NEW ROADWAY: 3433 LF.

CARLYLA LANE: 370 LF.
FRESH SPRING ROAD: 1109 LF.
HINES LANE: 100 LF.
RESOURCE ROAD: 448 LF.
MERRYELL DRIVE: 171 LF.
WINDMILL RIDGE STREET: 239 LF.
WINDY VANE DRIVE: 1025 LF.

ATLUN PFLUGER
(136.1 ACRES)
(829/605)

CHAPARRAL CONTROL POINT "R002"
4" ALUMINUM DISK SET IN ASPHALT, 4'
NORTH OF CURB AT THE END OF A
MEDIAN AT THE NORTH TERMINUS OF
CASA NAVARRO DRIVE

COMBINED SCALE FACTOR = 0.989887783
(FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000112229
(FOR GRID TO SURFACE CONVERSION)

SURFACE COORDINATES:
N 10151283.59
E 3167459.84

TEXAS CENTRAL ZONE STATE
PLANE COORDINATES:
N 10150144.45
E 3167144.39

ELEVATION = 682.44'
VERTICAL DATUM: NAVD 88 (GEOID 99)

SCALED ABOUT 0.0
TEXAS CENTRAL ZONE 4203
THETA ANGLE: 1°25'25"

THIS IS A SURFACE DRAWING. BEARING
BASIS: GRID AZIMUTH FOR TEXAS CENTRAL
ZONE, 1983/93 HARN VALUES FROM
LCRA CONTROL NETWORK.

REVISION DATE:	DESCRIPTION

GRAY ENGINEERING

8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX (512)454-9933
TBPE FIRM #2946

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724

PROJECT NO.:	697-007
DRAWING NO.:	697-007-N-A
PLOT DATE:	1/17/2014
PLOT SCALE:	1"=100'
DRAWN BY:	EJD
SHEET	02 OF 05



EW 1/17/2014



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By: Tim Pautsch **Phone #:** (512) 854-7689

Division Director/Manager: Anna Bowlin - Division Director Development Services Long Range Planning

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

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Nalle Custom Homes, for sidewalk fiscal for Greenshores on Lake Austin Phase 3 Lot 11 Block 5, in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

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

STAFF RECOMMENDATIONS:

Nalle Custom Homes, proposed to use this Cash Security Agreement, as follows: Greenshores on Lake Austin Phase 3 Lot 11 Block 5, \$2,076.15, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

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

ATTACHMENTS/EXHIBITS:

Cash Security Agreement

Map of Lot

REQUIRED AUTHORIZATIONS:

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

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

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Greenshores on Lake Austin Ph 3

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Nalle Custom Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ \$2,076.15

ADDRESS: 7801 Lazy River LOT: 11 BLOCK: 5

SUBDIVISION: Green Shores Phase 3 Section _____

DATE OF POSTING: The 1 Day of October, 20 14

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

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

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

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

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

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

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: (Sign) 

Nalle Custom Homes

PRINT: Owen Nalle

105 Applewood Dr. Cedar Creek TX

TITLE: Owner

78612

PHONE: 512-985-6825

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

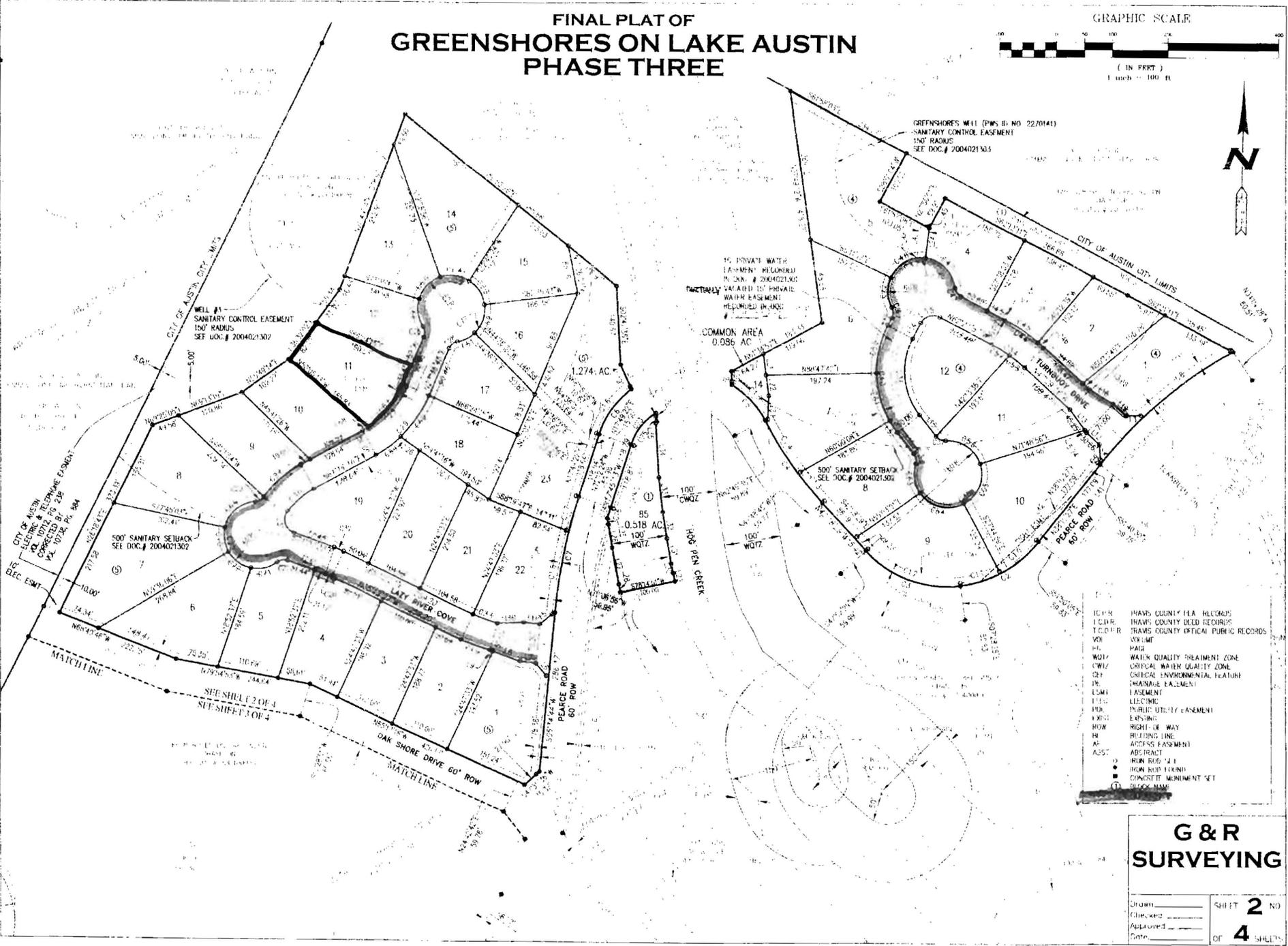
Date

FINAL PLAT OF GREENSHORES ON LAKE AUSTIN PHASE THREE

GRAPHIC SCALE



2005 000 34



- T.C.P.R. THAVIS COUNTY FEA RECORDS
- T.C.D.R. THAVIS COUNTY DEED RECORDS
- T.C.O.P.R. THAVIS COUNTY OPTICAL PUBLIC RECORDS
- W.E.U.F. WELLS EASEMENT
- W.Q.T.Z. WATER QUALITY TREATMENT ZONE
- C.W.Q.Z. CRITICAL WATER QUALITY ZONE
- C.E.F. CRITICAL ENVIRONMENTAL FEATURE
- P.E. EASEMENT
- E.S.M. EASEMENT
- E.L.C. ELECTRIC
- P.U.E. PUBLIC UTILITY EASEMENT
- E.S. EXISTING
- R.O.W. RIGHT OF WAY
- R.L. RIGHT OF LINE
- A.E. ACCESS EASEMENT
- A.S. ABSTRACT
- IRON ROD FOUND
- CONCRETE MONUMENT SET
- BLOCK NAME

**G & R
SURVEYING**

Drawn _____ SHEET **2** NO
 Checked _____
 Approved _____
 Date _____ OF **4** SHEETS



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By: Tim Pautsch **Phone #:** (512) 854-7689

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Austin Enve LLC, for sidewalk fiscal for Lake Pointe Section 7 Lot 21 Block B, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

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

STAFF RECOMMENDATIONS:

Austin Enve LLC, proposed to use this Cash Security Agreement, as follows: Lake Pointe Section 7 Lot 21 Block B, \$1,418.10, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

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

ATTACHMENTS/EXHIBITS:

Cash Security Agreement
Map of lot

REQUIRED AUTHORIZATIONS:

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

Stacey Scheffel 	Permits Program Manager Floodplain Administrator	TNR	(512) 854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Lake Pointe Section 7

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: AUSTIN ENVE LLC

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 1,418.10

ADDRESS: 11909 PLEASANT PANORAMA VIEW LOT: 21 BLOCK: B

SUBDIVISION: LAKE POINTE Phase - Section 7

DATE OF POSTING: The 13th Day of October, 20 14

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

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

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

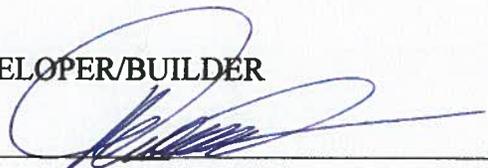
This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that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

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

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

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY:  _____

Austin Enve LLC _____

PRINT: David Burton _____

4807 Spicewood Springs Road _____

TITLE: President _____

Building Two, Suite 110 _____

PHONE: 512.971.3078 _____

Austin, TX 78759 _____

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By: Stacey Scheffel, Permits Program Manager **Phone #:** (512) 854-7565

Division Director/Manager: Anna Bowlin, Division Director of Development Services 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 on a request for a variance to county on-site sewage facility (OSSF) regulations to allow two dwellings to be placed on less than two acres of land at 545 Canyon Rim Drive in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The owners of the property at 545 Canyon Rim Drive wish to install two homes on the 1.0345 acre property for single-family use. In order to do so, there must be one acre per dwelling 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 one acre per dwelling use 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, groundwater, and the demand for larger homes, more area is required to install or replace an OSSF. In addition, the reduced density of OSSF was intended to protect the Trinity and other environmentally sensitive aquifers. In the next updated rule, staff will be recommending that the Court allow a maximum of 600 gallons per day per acre of effluent to be disposed of. The proposal for this site is a total of 580 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 Long Range Planning	TNR	(512) 854-7561

CC:

Rodney Sherrill	OSSF Engineer	TNR	(512) 854-7581

SM:RS:rs
1501 - OSSF/Floodplain - 1705

545 Canyon Rim Dr, Austin, TX 78746

Street View - Search nearby

Mark At on Creek

R Daniel Selek

on Creek Blvd

Barton Creek

Barton Creek Blvd

Canyon Rd
Canyon Rim Dr

Barton Creek Blvd

Lancelot Way

King Arthur Ct

545 Canyon Rim Dr

Falcon Lodge Dr

Newhall Cove

Furlong Dr

Barton Creek Blvd

Westlake Hills Presbyterian Church

2244

Transfiguration Greek Orthodox Church

Kings Row
Bee Caves Rd

Bee Caves Medical

2244

Stonewall Ridge Ln

St. Stephen

Cannon Wien Dr

Ehrlich Rd

Wild Basin Rd S

360

S Capital of Texas Hwy

Yallop Valley Rd

The Vista On Seward Hill

County Line Barbeque in Austin on the Hill

Bee Caves Rd

2244

The Grove Wine Bar & Kitchen

Kivellwood Dr

Toreau Hills Dr

Dimensional

360

Flintridge R

S Capital of Texas Hwy

Westlake Medical Center

2244

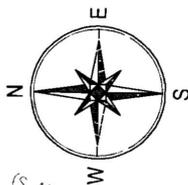
360

The Village at Westlake

Lupe Tortilla - Westlake

H-E-B

EXISTING DRIVEWAY TO BE REMOVED 12" OF SOIL MUST BE CONFINED BELOW RECLAIMED AREA AND AVAILABLE FOR INSPECTION BY TRAVIS COUNTY TNR



Know what's below.
Call before you dig.

NNETA FIM BIOLINE

.61 GPH @ 24"

Q = 600 / .1 =

6000 SF MIN

6000 / 2 =

3000 LF MIN

L1 300'

L2 300'

L3 300'

L4 300'

L5 300'

L6 300'

L7 300'

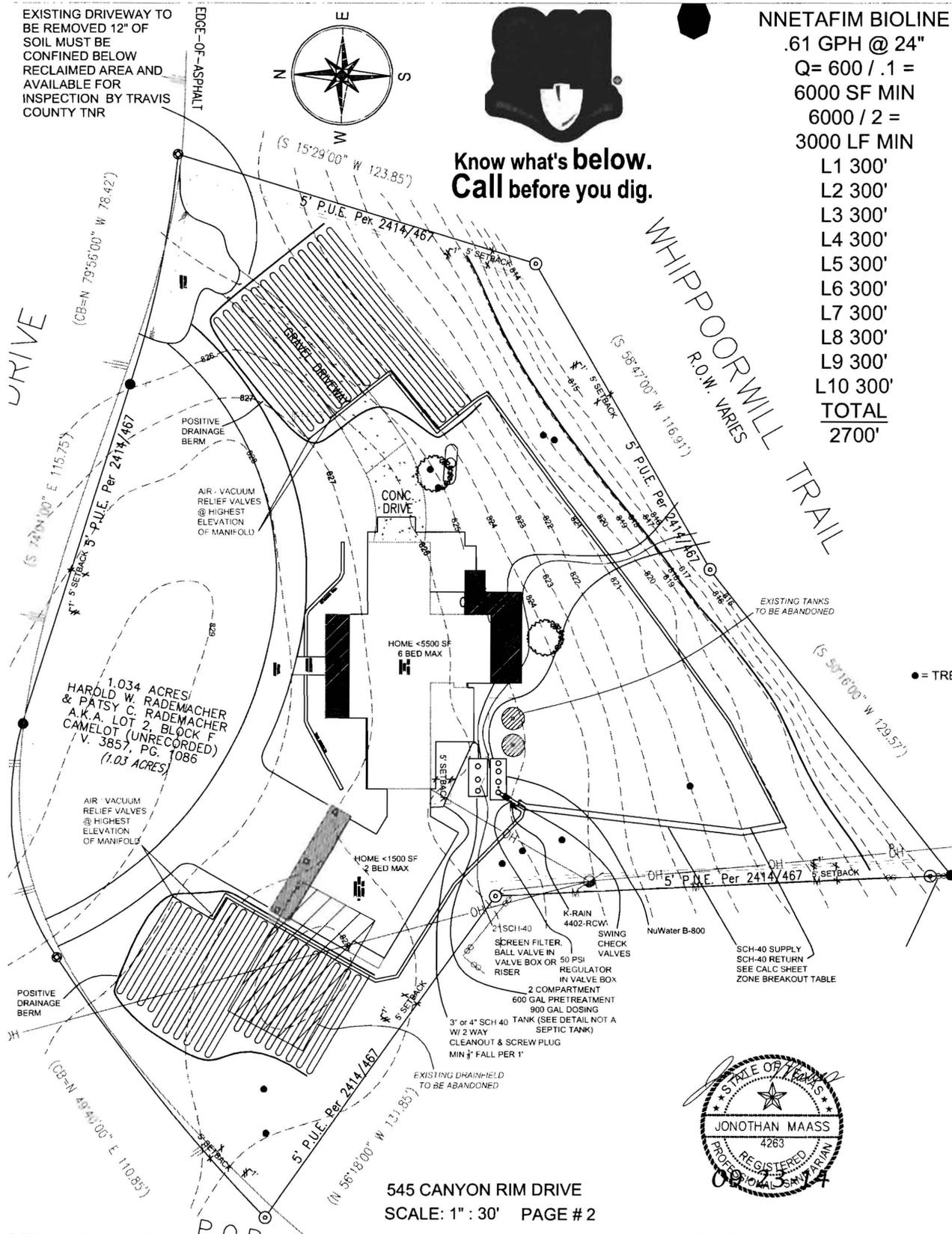
L8 300'

L9 300'

L10 300'

TOTAL

2700'



DRIVE

WHIPPOORWILL TRAIL
R.O.W. VARIES

1.034 ACRES/
HAROLD W. RADEMACHER
& PATSY C. RADEMACHER
A.K.A. LOT 2, BLOCK F
CAMELOT (UNRECORDED)
V. 3857, PG. 1086
(1.03 ACRES)

545 CANYON RIM DRIVE
SCALE: 1" : 30' PAGE # 2



AFFIDAVIT OF PERSONAL RELATIONSHIP

I, Sarah Jarrell, do make this statement in all honesty and sincerity in regards to the two homes located at 545 Canyon Rim Drive.

A variance is requested from Table XII of Travis County Code Chapter 48 in order to allow two homes to be placed on less than two (2) acres of land that is served by a public water source. The subject property is 1.034 acres and meets the sizing requirements 30 TAC Chapter 285. Both homes will only be occupied by family members related by the third degree of consanguinity. We will indemnify and release Travis County of any liability that may result from the issuance of this variance.

Sarah Jarrell
Sarah Jarrell

10/9/14
Date

State of Texas

County of Harris

Before me, on this day personally appeared Sarah Jarrell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of October, 2014.



Rachel Delafuente
Notary Signature
Rachel Delafuente
Print Name
October 03, 2016
My Commission Expires



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By: Stacey Scheffel, Permit Program Manager **Phone #:** (512) 854-7565

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

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) Public involvement process for the proposed Chapter 48, Rules of Travis County, Texas for On-Site Sewage Facilities; and
- B) Approve the setting of a public hearing on Tuesday, December 2, 2014 regarding the proposed Chapter 48, Rules of Travis County, Texas for On-Site Sewage Facilities.

BACKGROUND/SUMMARY OF REQUEST:

The State of Texas has adopted basic statewide rules for the installation and maintenance of On-Site Sewage Facilities (OSSFs). Travis County is an Authorized Agent of the state for OSSFs and as such is required to enforce the state rules. The county can adopt more stringent rules in order to protect public health and the environment. In fact, the county adopted more stringent rules in 2000, but the rules are in need of updating.

In order to adopt more stringent requirements, the state requires that a public hearing be held, but not before they approve a draft of the proposed rule. TNR and County Attorney staff prepared a draft based on what we have heard from our customers over the years on what they would like to see in our rules. The state has approved the draft. While staff believes it has done a good job listening to our customers, it is customary for the Court to allow the public a period of time to comment on draft regulations prior to a public hearing and eventual adoption. Staff recommends allowing the month of November as the public comment period ending with an official public hearing on December 2, 2014. Staff will post the proposed rules on the County web site and notify customers of the draft via e-mail. Written comments can be sent to OSSF@traviscountytexas.gov or Travis County TNR, Attention OSSF Program, P.O. Box 1748, Austin TX 78767. Citizens can also contact Stacey Scheffel, Permit Program Manager, at (512) 854-7565 with any question or concerns.

STAFF RECOMMENDATIONS:

Staff recommends allowing the month of November as the public comment period ending with an official public hearing held on December 2, 2014.

ISSUES AND OPPORTUNITIES:

Although staff incorporated many suggestions of our customers into the draft, we anticipate that there will be some comments that will require revising the draft and getting the state to approve the revisions prior to adoption. As such, staff does not recommend posting the proposed rule for action on the date of the public hearing. Staff will request that the Court take action once a revised draft is approved by the state.

Although not required in order to adopt new OSSF rules, the County Attorney’s Office completed a Takings Impact Analysis for the proposed rules. The analysis found that the rules do not constitute a taking.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

EXHIBITS/ATTACHMENTS:

Proposed Chapter 48, Rules of Travis County, Texas for On-Site Sewage Facilities More Stringent Requirements Justification Memo
TCEQ Approval Letter
Takings Impact Analysis

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

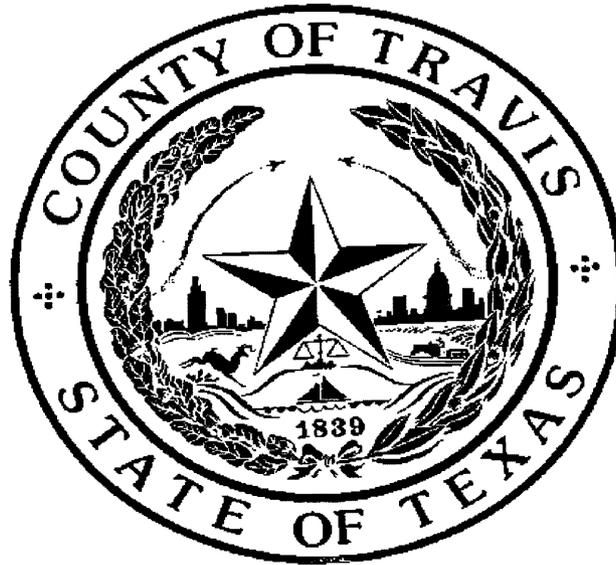
Rodney Sherrill	Engineer	TNR	(512) 854-7581
Brandon Couch	Engineer Associate	TNR	(512) 854-6435
Julie Joe	Assistant County Attorney	County Attorney	(512) 854-9415

SM:AB:ss

1701 - Private Sewage Facilities- 1705

**TRAVIS
CODE
48**

**COUNTY
CHAPTER**



Chapter 48. Rules of Travis County, Texas for On-Site Sewage Facilities

Subchapter A

- 48.001 Policy and Purpose
- 48.002 Definitions and Acronyms
- 48.003 Conflicts
- 48.004 On-Site Sewage Facility Regulation and Enforcement
- 48.005 Jurisdictional Area/Applicability
- 48.006 Compliance with On-Site Sewage Facility Rules
- 48.007 TCEQ Rules Adopted; Incorporation by Reference
- 48.008 Authority to Act
- 48.009 Adoption of Rules that are More Stringent
- 48.010 Additional Findings
- 48.011 Local Administrative Procedures
- 48.012 Duties and Powers of Designated Representatives
- 48.013 Collections of Fees
- 48.014 Appeals
- 48.015 Enforcement Plan
- 48.016 Severability
- 48.017 Relinquishment of Order
- 48.018 Effective Date

Subchapter B

- 48.031 Travis County's More Stringent Rules
- 48.032 Facility Planning (Section 285.4)
- 48.033 Application and Permitting Procedures (Sections 285.3 and 285.6)
- 48.034 Maintenance Requirements (Section 285.7)
- 48.035 Site Evaluation (Section 285.30)
- 48.036 Criteria for Sewage Treatment Systems (Section 285.32)
- 48.037 Criteria for Sewage Disposal Systems (Section 285.33)

Subchapter C

- 48.051 Local Administrative Procedures
- 48.052 Enforcement
- 48.053 Notice
- 48.054 Permit to Construct and License to Operate
- 48.055 Variance Procedures
- 48.056 Submission of Planning Materials
- 48.057 Planning Material Review Procedures
- 48.058 Permit to Construct
- 48.059 License to Operate
- 48.060 Affidavit Forms
- 48.061 Recording of Designated Representative's License Number

CHAPTER 48. RULES OF TRAVIS COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES

Subchapter A

48.001 Policy and Purpose

(a) Background and Policy.

- (1) The Texas Commission on Environmental Quality has established rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and to minimize environmental pollution.
- (2) The Legislature has enacted legislation, codified as Texas Health and Safety Code Chapter 366, which authorizes a local governmental entity to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities.
- (3) Due notice was given of a public meeting to determine whether the Commissioners Court of Travis County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in Travis County, Texas.
- (4) The Commissioners Court of Travis County, Texas finds that the use of on-site sewage facilities in Travis County, Texas is causing or may cause pollution, and is injuring or may injure the public health.
- (5) The Commissioners Court of Travis County, Texas has considered the matter and deems it appropriate to enact an order adopting rules regulating on-site sewage facilities to abate or prevent pollution or injury to public health in Travis County, Texas.

(b) Findings and Adoption of Rules. The Commissioners Court of Travis County, Texas finds that:

- (1) The matters and facts recited in subsection (a) are true and correct;
- (2) The use of on-site sewage facilities in Travis County, Texas, is causing or may cause pollution and is injuring or may injure the public health; and
- (3) It is necessary and appropriate to adopt this chapter of the Travis County Code, which is to be entitled "Rules of Travis County, Texas for On-Site Sewage Facilities.

48.002. Definitions and Acronyms.

Words and phrases in this chapter have the same meaning they have in Chapter 366 (On-Site Sewage Disposal Systems) of the Texas Health and Safety Code and Chapter 285 (On-Site Sewage Facilities) of Title 30 of the Texas Administrative Code. The following words and terms in this section, when used in this chapter, have the following meanings:

- (1) "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.
- (2) "Accessory structure" means a structure which is on the same parcel of property as the principal structure to be insured and which is incidental to the use of the principal structure.
- (3) "Authorized Agent" means the Travis County Commissioners Court or its designee, the Travis County Transportation and Natural Resources Department.
- (4) "Commissioners Court" means the Travis County Commissioners Court.
- (5) "County Executive" means the county executive of the Travis County Transportation and Natural Resources Department or his designee.
- (6) "Development" means any man-made change to improved or unimproved real estate, including, but not limited to, the construction of buildings or other structures, a change in the use of improved or unimproved real estate, mining, dredging, filling, grading, paving, surfacing, excavation operations, drilling operations, the storage of equipment or materials, and the clearing of land for the purpose of preparing a site for any man-made change to improved or unimproved real estate.
- (7) "License to Operate" means written permission from the Permitting Authority to operate an on-site sewage facility.
- (8) "Lot" or "site" means the unit of land area served by an on-site sewage facility.
- (9) "Maintenance" means required or routine performance checks, examinations, upkeep, cleaning, or mechanical adjustments to an on-site sewage facility, including replacement of pumps, filters, aerator lines, valves, or electrical components. Maintenance does not include alterations.
- (10) "On-site sewage facility" or "OSSF" means a system that:
 - (a) does not treat or dispose of more than 5,000 gallons of sewage each day; and
 - (b) is used only for disposal of sewage produced on a site where any part of the system is located.
- (11) "Permit to Construct" means written permission from the Permitting Authority to construct an on-site sewage facility showing the date the permission was granted.

- (12) "Permitting Authority" means the Travis County Commissioners Court or its designee, the Travis County Transportation and Natural Resources Department.
- (13) "Person" means an individual, association, partnership, corporation, organization, business trust, political subdivision, state or federal agency, or an agent or employee thereof.
- (14) "Repair" means to replace any components of an on-site sewage facility in situations not included under emergency repairs according to 30 TAC § 285.35 (relating to emergency repairs), excluding maintenance. The replacement of tanks or drainfields is considered a repair and requires a permit for the entire OSSF system.
- (15) "Residential unit" means a structure that is used for habitation.
- (16) "Sewage" means waste that:
 - (a) is primarily organic and biodegradable or decomposable; and
 - (b) generally originates as human, animal, or plant waste from certain activities, including the use of toilet facilities, washing, bathing, and preparing food.
- (17) "TAC" means the Texas Administrative Code.
- (18) "TCEQ" means the Texas Commission for Environmental Quality or its successive agencies.
- (19) "TCEQ Rules" means the rules promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities in Title 30 Texas Administrative Code Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions to those rules.

48.003 Conflicts

- (a) This chapter repeals and replaces any other on-site sewage facility orders or parts of orders of Travis County, Texas.
- (b) All Codes or policies, or parts of Codes or policies of Travis County related to this chapter that are in conflict with the provisions of this chapter are hereby repealed.

48.004 On-Site Sewage Facility Regulation and Enforcement

Travis County, Texas clearly understands there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the Texas Health and Safety Code, Chapters 7 and 37 of the Texas Water Code, and associated rules referenced in section 48.006 of this chapter.

48.005 Jurisdictional Area/Applicability

This chapter applies to:

- (a) the unincorporated areas of Travis County, Texas except:
 - (1) the areas regulated under an order adopted by a local governmental entity other than Travis County; and
 - (2) the areas have been annexed by the City of Austin for the limited purpose of public health;
- (b) areas within the corporate limits of Webberville and San Leanna;
- (c) areas within the corporate limits of Leander located within Travis County; and
- (d) areas within the territorial limits of a local governmental entity located in whole or in part in Travis County that:
 - (1) has been delegated the authority by the TCEQ executive director to implement and enforce the rules adopted under Texas Health and Safety Code, Chapter 366; and
 - (2) has entered into an interlocal agreement with Travis County for the enforcement of that local governmental entity's OSSF rules.

48.006 Compliance with On-Site Sewage Facility Rules

- (a) Any person who has an ownership interest in an on-site sewage facility or who participates in any activity relating to the development of planning materials, construction, installation, alteration, repair, extension, operation, maintenance, permitting, inspection, or investigation of an on-site sewage facility within the jurisdictional area of Travis County, Texas must comply with the TCEQ Rules and all applicable provisions of this chapter.
- (b) A person must obtain a Permit to Construct from the County in accordance with this chapter before the person constructs, installs, alters, repairs, extends, or modifies an OSSF unless the OSSF is excluded or exempted under State law or this chapter.
- (c) Any person who has an ownership interest in an on-site sewage facility within the jurisdictional area of Travis County must obtain a License to Operate from the County before the person operates or allows any person to operate the on-site sewage facility.

48.007 TCEQ Rules Adopted; Incorporation by Reference

- (a) Travis County adopts the rules promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities in Title 30 Texas Administrative Code Chapter 30, Subchapters A and G, and Chapter 285.
- (b) The TCEQ Rules and all future amendments and revisions to them are incorporated by reference and made a part of this chapter.

48.008 Authority to Act

All officials and employees of Travis County, Texas who have duties under the TCEQ Rules are authorized to perform those duties as are required of them under the TCEQ Rules and the provisions of this chapter.

48.009 Adoption of Rules that are More Stringent

- (a) Travis County, Texas adopts certain OSSF rules that are more stringent than those adopted by the TCEQ.
- (b) The more stringent rules adopted by the Travis County Commissioners Court shall take precedence over any less stringent rules adopted by TCEQ.
- (c) Travis County's more stringent rules are set forth in subchapter B.

48.010 Additional Findings

The Travis County Commissioners Court finds that it is proper and necessary to adopt OSSF standards that are more stringent than the standards adopted by TCEQ because:

- (a) Protecting water resources is vital to human health, and some residents within Travis County depend heavily upon groundwater for their drinking water;
- (b) The population of Travis County is projected to double by the year 2050;
- (c) A significant amount of the projected future growth within the unincorporated areas of Travis County is expected to rely on on-site sewage facilities;
- (d) The adoption of OSSF regulations that are more stringent within the Recharge Zone of the Edwards Aquifer (including those land areas situated above the Trinity Aquifer Recharge Zones) and other aquifers which have environmentally sensitive rapid recharge conditions is necessary and appropriate to avert public health hazards resulting from the projected increased use of on-site sewage facilities and the increased usage of water; and
- (e) The more stringent rules will provide greater public health and safety protection for the residents of Travis County.

48.011 Local Administrative Procedures

The County's local administrative procedures are set forth in subchapter C.

48.012 Duties and Powers of Designated Representatives

- (a) The Transportation and Natural Resources Department of Travis County, Texas will ensure that each individual who acts as a designated representative for Travis County within Travis County's jurisdictional area is certified by the Texas

Commission on Environmental Quality before that individual assumes duties and responsibilities as a designated representative of Travis County, Texas.

- (b) Each of Travis County's designated representatives is authorized to review permit applications, site evaluations, and planning materials and to conduct inspections of on-site sewage facilities.

48.013 Collection of Fees

- (a) All fees collected under this chapter must be made payable to Travis County, Texas and must be paid in accordance with fee schedules adopted by the Commissioners Court as authorized by law.
- (b) Each fee collected by Travis County for an application for a Permit to Construct must include a fee of \$10 that Travis County must forward to the TCEQ Water Resources Management Account in accordance with Chapter 367 of the Texas Health and Safety Code.

48.014 Appeals

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision by mailing, within 30 days of the action or decision, a written appeal to the Travis County Commissioners Court.

48.015 Enforcement Plan

- (a) Travis County, Texas clearly understands that, as a minimum, it must follow the requirements in 30 TAC Section 285.71 (Authorized Agent Enforcement of OSSFs).
- (b) This chapter adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the Texas Health and Safety Code, Chapters 7, 26, and 37 of the Texas Water Code, 30 TAC Chapter 30, Subchapters A and G, and 30 TAC Chapter 285.
- (c) At the request of the Commissioners Court, the County Attorney or other prosecuting attorney for the County may file an action in a court of competent jurisdiction to do one or more of the following:
 - (1) Enjoin the violation or threatened violation of a requirement established by or adopted by the Commissioners Court under this chapter;
 - (2) Seek civil or criminal penalties as provided by law; and
 - (3) Take all actions or seek any penalty authorized under law, including the penalties and enforcement provisions of Chapters 341 and 366 of the Texas Health and Safety Codes, Chapters 7 and 26 of the Texas Water Code, 30 TAC Chapter 285, and the provisions of this chapter.

48.016 Severability

It is the intention of the Commissioners Court of Travis County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this chapter are severable, and if any phrase, clause, sentence, paragraph, or section of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this chapter, since the same would have been enacted by the Commissioners Court without incorporation in this chapter of such unconstitutional phrases, clause, sentence, paragraph, or section. If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the validity of the remainder of this chapter and the application thereof to other persons and circumstances shall not be affected.

48.017 Relinquishment of Order

- (a) If the Commissioners Court of Travis County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Commissioners Court, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC Section 285.10 (d) (1) through (4).
- (b) After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC Section 285.10(d)(5) and Section 285.14 after the date that delegation has been relinquished.

48.018 Effective Date

This chapter shall be in full force and effect from and after its date of approval as required by law and upon the approval of the Texas Commission on Environmental Quality.

Subchapter B

48.031 Travis County's More Stringent Rules

This subchapter sets forth the more stringent rules adopted by Travis County, Texas.

48.032 Facility Planning [285.4]

- (a) All property that will use an on-site sewage facility for sewage disposal must be evaluated for overall site suitability.
- (b) Unless the lot or tract is exempted under 30 TAC Section 285.4(b)(1), the minimum lot size for a structure served by an OSSF, regardless of whether the lot or tract is served by a public water supply, is one acre.
- (c) Residential Structures Served by OSSFs.
 - (1) Each residential unit served by an OSSF is considered a separate structure. Except as provided in Paragraph (2), multiple residential units may be on a single lot or site only if the lot or site contains at least one acre of land for each residential unit.
 - (2) A lot or site of at least one acre in size that was created before TCEQ's approval of this chapter and that has a single-family dwelling located on it may have one additional residential unit placed on the lot or site as an accessory structure for accessory use if:
 - (A) having more than one residential unit on the lot or site does not violate restrictions in a plat, deed, or restrictive covenant for the lot;
 - (B) all other requirements of Chapter 285 of Title 30 of the Texas Administrative Code and the Travis County Code are met; and
 - (C) the lot or site owner files a restrictive covenant in the Official Public Records of Travis County, Texas that:
 - (i) prohibits the addition of any more habitable structures on the lot or site without approval by the local entity having OSSF jurisdiction over the lot;
 - (ii) prohibits the residential units from being conveyed or transferred to separate owners without approval by the local entity having OSSF jurisdiction over the lot;
 - (iii) prohibits any further subdivision of the lot or site without approval by the local entity having OSSF jurisdiction over the lot; and
 - (iv) provides that the restrictive covenant is enforceable by the owners of adjacent land, TCEQ, and the local governmental entity having OSSF jurisdiction over the lot.

- (3) If the County Executive determines that having more than one residential unit on the lot or site will not adversely affect public health, safety, or welfare, the County Executive may waive the requirement that a plat be approved for structures and a lot or site meeting the requirements of this subsection.
- (d) **Review of Planning Materials.** Persons proposing single-family residential developments, condominium developments, multi-unit residential developments, manufactured housing communities, commercial developments, or any other type of development with structures served by OSSFs must submit planning materials for these developments to the Permitting Authority as set forth in Subchapter C, Travis County Local Administrative Procedures, and obtain the Permitting Authority's written approval of the planning materials before submitting an OSSF application.
- (e) **Notice in Deed and Plat Records.**
 - (1) Where approval of on-site sewage facilities in a development will be granted based on conditions that restrict lots with regard to on-site sewage facilities, those conditions shall be reflected by appropriate plat notes or restrictive covenants filed in the Official Public Records of Travis County, Texas. The County will not issue a Permit to Construct or a License to Operate unless a property owner has recorded all plat notes and restrictive covenants required by the County.
 - (2) In addition to the requirements set forth in 30 TAC Chapter 285, on each new plat, the following note shall be included (along with any specific restrictions imposed):
 - This subdivision is subject to all the terms and conditions of Chapter 48, Travis County Code, Rules of Travis County, Texas for On-Site Sewage Facilities. These rules require, among other things, that a construction permit be obtained from Travis County before an on-site sewage facility can be constructed, altered, modified, or repaired in the subdivision and that a license to operate be obtained from Travis County before an on-site sewage facility can be operated in the subdivision.

48.033 Application and Permitting Procedures (§§285.3, 285.5 and 285.6)

- (a) **No Exemptions.** All OSSFs in the jurisdictional area of Travis County are subject to the provisions of this chapter regardless of the size of the lot on which the OSSF is located.
 - (1) Except for emergency repairs that are authorized by 30 TAC Section 285.35, a person must obtain a Permit to Construct from the County before constructing, installing, altering, extending, or repairing an OSSF.

- (2) An individual who makes an emergency repair to an OSSF must notify the Permitting Authority, in writing, within 72 hours after starting the emergency repair. The notice must include a detailed description of the methods and materials used in the repairs.
 - (3) The Permitting Authority has discretion to require an inspection of the emergency repairs.
- (b) Local Procedures. Local Administrative Procedures to be used in Travis County in administering 30 TAC Section 285.5 are set forth in Subchapter C.
 - (c) Time Limit on Applications. An application for an OSSF Permit to Construct expires one year after the date the application fee is paid for if the applicant has been unable to obtain an OSSF Permit to Construct from the County during that one-year period. After an application has expired, an applicant for an OSSF Permit to Construct must submit a new application and pay a new application fee.
 - (d) Permit to Construct/License to Operate. Under Travis County procedures, the licensing of an on-site sewage facility is separated into two parts: the Permit to Construct, which is a permit that is issued by Travis County for construction of an onsite wastewater system specifically designed for a specific use, and the License to Operate, which is a license that is issued by Travis County that allows an onsite wastewater system constructed in accordance with the Permit to Construct to be operated as designed, to actively put through, treat, and dispose of sewage waste being generated by the use for which the system is designed.
 - (1) A Permit to Construct expires 12 months from the date of issuance, or upon completion of construction, whichever is sooner. The County may grant a 30-day permit extension if there have been no changes to the design plan approved by the Permitting Authority and the owner applies for the extension at least 30 days prior to the expiration of the Permit to Construct. A fee will be charged towards the cost of the extension and re-issuance of permits. After a Permit to Construct has expired, a person who seeks to construct an OSSF must submit a new application and pay a new application fee in order to obtain a new Permit to Construct.
 - (2) Certification by Designer. The Permitting Authority will not issue a License to Operate for an OSSF that was designed by a professional engineer or registered sanitarian until the owner provides the Permitting Authority with:
 - (A) the engineer or sanitarian's written assurance that the engineer or sanitarian has inspected the OSSF and determined that it has been installed as designed and specified; and
 - (B) an accurate as-built drawing of the OSSF.
 - (3) A License to Operate is limited to authorization to operate an OSSF in accordance with the design and use approved by the Permitting Authority.

- (4) Termination of License to Operate. A License to Operate issued under this chapter or previous OSSF rules adopted by the County may be revoked by the Permitting Authority if:
 - (A) the OSSF fails;
 - (B) the OSSF receives more sewage than the amount for which it was approved;
 - (C) the OSSF receives non-sewage wastewater;
 - (D) a structure connected to the OSSF exceeds or violates the terms of the License to Operate;
 - (E) the property on which the OSSF is located is used for a purpose other than that described in the original application for the Permit to Construct the OSSF; or
 - (F) the OSSF is operated in a manner that does not conform to the design and use approved by the Permitting Authority.
- (5) It is a violation of this Chapter for any person to operate or allow any person to operate an OSSF for which the License to Operate has been terminated or for which a License to Operate has not been issued by the Permitting Authority.
- (6) An owner of an OSSF for which a License to Operate has been terminated may apply in writing to the Permitting Authority to have the License to Operate re-instated. The Permitting Authority may re-instate a License to Operate if the owner of the OSSF has paid all applicable fees, and the Permitting Authority determines, after conducting an inspection of the OSSF, that the OSSF is functioning properly and that the owner of the OSSF has taken affirmative steps to ensure that the OSSF will be operated only in accordance with the design and use previously approved by the Permitting Authority.
- (e) The County will not issue a suitability letter for a TCEQ stormwater pollution prevention plan permit until the Permitting Authority determines that an application for an OSSF Permit to Construct is administratively complete.

48.034 Maintenance Requirements (§285.7)

- (a) This section applies to OSSFs for which maintenance is required as specified in Table XII of 30 TAC Section 285.91 and that serve single-family dwellings.
- (b) At the end of the initial two-year service policy, a homeowner may perform maintenance activities for an OSSF that serves the homeowner's single family dwelling only if the homeowner:
 - (1) has taken the training and passed the test required for a TCEQ registered

- maintenance technician, as required in 30 TAC Section 30.245(b), and has provided the results of the test and proof of attendance at the training to the County; or
- (2) has taken equivalent training specifically for homeowners, as determined by the County, has passed any tests that were required as part of the training, and has provided to the County the results of any tests that were part of the training and proof of attendance at the training.
- (c) A homeowner who performs maintenance activities for an OSSF that serves the homeowner's single family dwelling must comply with the testing and reporting requirements set forth in 30 TAC Section 285.7(e)(1)-(3) for maintenance providers.
- (d) Notwithstanding any provision to the contrary, the owner of a single-family dwelling who has been personally maintaining the OSSF for the single-family dwelling must obtain a maintenance contract for the OSSF and provide a copy of the contract to the County within ten days after the County notifies the owner that:
- (1) The owner has violated Texas Health and Safety Code Chapter 366, a rule adopted pursuant to Texas Health and Safety Code Chapter 366, or this chapter, and the owner chooses to enter into a contract for the maintenance of the system instead of personally correcting the violation; or
 - (2) The owner has, within three years of a previous violation, committed another violation of Texas Health and Safety Code Chapter 366, a rule adopted pursuant to Texas Health and Safety Code Chapter 366, or this chapter.
- (e) In addition to the information required by 30 TAC Chapter 285, all maintenance/inspection reports, including reports prepared by homeowners who provide maintenance on their own OSSFs, must include the following:
- (1) the reporting of any alterations to the OSSF that have not been authorized by the County;
 - (2) the condition of the spray area (if applicable);
 - (3) the permit number for the Permit to Construct;
 - (4) the printed name and signature of the maintenance provider or homeowner/property owner if the homeowner is submitting the report;
 - (5) the physical address of the OSSF location; and
 - (6) the physical address, business address, business telephone number, and emergency phone number of the maintenance provider.
- (f) In addition to the information required by 30 TAC Chapter 285, all

maintenance/inspection contracts must include the following:

- (1) the permit number for the Permit to Construct;
- (2) the printed name and signature of the maintenance provider or homeowner if the homeowner is submitting the report;
- (3) the physical address of the OSSF location; and
- (4) the physical address, business address, business telephone number, and emergency phone number of the maintenance provider.

48.035 Site Evaluation (§285.30)

Travis County requires that backhoe pits be excavated to a depth of two feet below the bottom of the proposed excavation or to a restrictive horizon, whichever is less for soil evaluations. Profile holes are required to be excavated and soil analysis reports must be submitted with all applications for Permits to Construct on-site sewage facilities.

48.036 Criteria for Sewage Treatment Systems (§285.32)

- (a) Testing of Tanks. Following installation and prior to final backfilling, all tanks in the system, including but not limited to septic tanks, pump tanks, trash tanks, and aerobic treatment units, shall be tested by being filled to the outlet with clean water and checked 24 hours later for leaks and structural integrity.
- (b) Non-residential Treatment Requirements - Non-residential systems shall have a minimum of six-day retention time in a septic tank, or in a pre-treatment tank prior to a treatment unit; or provide equalization tanks per 30 TAC Section 285.34
(b)(4)

48.037 Criteria for Sewage Disposal Systems (§285.33)

- (a) Limits on Daily Application Rate – Except as provided in Paragraphs (1) and (2), the total daily application of effluent from an OSSF may not exceed 60 gallons per tenth of an acre of the lot or site. Fractional acreage shall be rounded down to the nearest tenth of an acre.
 - (1) For parcels that were legally platted before TCEQ's approval of this chapter and that are less than or equal to four-tenths of an acre, up to 240-gallons per day may be allowed.
 - (2) For proposed developments with less than 50% total impervious cover, including OSSF drainfield as impervious cover, an exemption may be granted to allow a higher effluent application rate.
- (b) Disposal Processes - Proprietary - Drip Irrigation.
 - (1) There shall be a minimum of two feet of soil between the drip emitter and

groundwater; however, only one foot of soil is required where secondary treatment is used.

- (2) Drip irrigation systems shall be designed using a maximum application rate of 0.15 gallon per square foot per day.
 - (3) Drip irrigation systems shall provide a minimum of two feet per second flushing velocity.
 - (4) There shall be a minimum of one foot of soil between the drip emitter and solid or fractured rock.
- (c) Disposal Processes - Non-Standard - Low Pressure Dosed Drainfield - Drainfield Criteria.
- (1) There shall be a minimum of three feet of undisturbed soil between the sidewalls of multiple excavations.
 - (2) Low pressure dose designs shall include consideration for elevation changes between laterals and friction losses in manifold piping between lateral lines.
 - (3) When on sloping ground, supply manifolds shall connect to the highest lateral in a drainfield zone.
- (d) Disposal Processes - Non-standard - Surface Irrigation Systems.
- (1) Surface irrigation shall be conducted during the night-time hours, preferably just before sunrise.
 - (2) Consideration must be given towards controlling run-off from the disposal area during rain events.
 - (3) The minimum setback to a property line is 25 feet.
- (e) Disposal Processes - Non-Standard - Soil Substitution Drainfields. Soil Substitution beds are required to use pressure dose application. Pipe and orifice spacing for the distribution piping is to be the same as for current mound design requirements.
- (f) Pipe Bedding – Pipes such as sewer pipes from the structure to the treatment facility and from the treatment facility to the disposal component shall be bedded with four inches of Class Ib, Class II, or Class III soil with less than 30% gravel. The bedding soil shall be free of organic material and any rocks or grains larger than ½ inch.
- (g) Pump Tank Sizing – Pump tank shall be sized to provide at least one full day of flow above the alarm on setting unless dual pumps are used per requirements of 30 TAC 285.34(b)(3).
- (h) Installations on Slopes Exceeding 10% - Drainfields with finished grades exceeding 10% shall either provide erosion control matting or 80% vegetative cover prior to final inspection.

Subchapter C.

48.051 Local Administrative Procedures

- (a) This Subchapter sets forth procedures that must be followed by persons who are applying for a Permit to Construct or a License to Operate an OSSF. This Subchapter also sets out the County's enforcement authority.
- (b) The Local Administrative Procedures set forth in this Subchapter are designed to further the ability of the Permitting Authority in assuring that a person does not:
 - (1) install, construct, alter, extend, or repair an OSSF without obtaining a Permit to Construct from the Permitting Authority;
 - (2) operate or maintain an OSSF or discharge (includes deposit, conduct, drain, throw or otherwise release or dispose of wastewater or effluent, or to allow any of these acts) sewage or sewage effluent into an OSSF without obtaining a License to Operate from the Permitting Authority; or
 - (3) cause, permit or allow the operation of or the maintenance of an OSSF in a manner that will cause, or may tend to cause pollution, injury to the public health, or nuisance conditions.

48.052 Enforcement

In order to enforce this chapter, the Permitting Authority is authorized to:

- (a) enter private property to inspect or monitor incipient or existing OSSFs at all reasonable times and at any time there is reasonable cause to believe a violation of this chapter has been committed or is being committed. Notwithstanding the foregoing, the Permitting Authority or TCEQ may inspect an on-site sewage system using aerobic treatment at any time.
- (b) order the work being done on an OSSF in violation of this chapter to be stopped by notice in writing of the suspension or revocation of the permit to the person doing or causing the work to be done.
- (c) issue a written order to a person to immediately cease using any OSSF causing pollution or constituting a nuisance, or otherwise operating in violation of this chapter, and may seek legal process to enforce its orders.
- (d) revoke a License to Operate an individual onsite wastewater system if the system for which it has been issued is being operated in violation of this chapter, is not being operated within the manufacturer's specifications, does not have a valid maintenance contract when one is required, or becomes a public nuisance. A Notice of Violation for inappropriate operation shall first be issued by Travis County. If the violation for which the property owner is cited is not corrected within the time specified in the Notice of Violation, Travis County may revoke the

License to Operate.

- (e) take any other action authorized by law to enforce local, state, and federal rules relating to OSSFs within the County's jurisdictional area.

48.053 Notice

- (a) Unless otherwise specified, any notice prepared by the County may be given by hand delivery or by US Mail. Notice by the County may also be accomplished by posting a sign on the property to which the notice refers.
- (b) Any notice that is required to be sent to the County must be given by:
 - (1) hand delivery or overnight courier to the Permitting Authority at 700 Lavaca, Suite 500, Austin, Texas 78701,
 - (2) United States Mail, postage prepaid, return receipt requested, to the following address:
Travis County Transportation and Natural Resources Department
On-Site Wastewater Program
P.O. Box 1748
Austin, Texas 78767

48.054 Permit to Construct and License to Operate.

To facilitate the efficient implementation of this chapter:

- (a) The Permit to Construct is limited to the authorization to install, construct, alter, extend, or repair an OSSF in accordance with the planning materials approved by the Permitting Authority. It does not include authorization to operate the OSSF.
- (b) The License to Operate is not included in the Permit to Construct, but will be issued upon certification by the designer of record and final approval of construction by the Permitting Authority. The License to Operate will allow an OSSF to be operated in accordance with the approved planning materials for the discharging of sewage into the facility for treatment and disposal or reuse.
- (c) Because wastewater collection systems provide greater public health protection than OSSFs, the Permitting Authority may elect to not issue a Permit to Construct if the Permitting Authority determines that any portion of the proposed OSSF is located within 500 feet of the boundary of an area served by a private or public wastewater collection system that would, in the opinion of the Permitting Authority, be legally and technically feasible for the OSSF to connect to.

48.055 Variance Procedures

Variations from this chapter may be granted as provided in this subsection.

- (a) Requests for variations from this chapter shall be considered on an individual basis in accordance with the criteria specified in 30 TAC Section 285.3(c) and where site conditions (such as lot size, separation distance and setbacks) are such that no alternative that complies with this chapter can be found.
- (b) The Commissioners Court authorizes the Permitting Authority to grant variations involving exceptions to technical construction standards or local setback and separation distances more stringent than State standards as long as the variance granted results in a system which ensures public health protection equivalent to that provided under the TCEQ Rules. The Permitting Authority is authorized to grant administrative variations, including, for example, a variance to allow the construction of an OSSF in a drainage easement if the applicant has taken concrete steps to vacate the easement and there is no known opposition to the vacation of the drainage easement. The Permitting Authority may refer any request for variance to the Commissioners Court for direction.
- (c) A person desiring a variance to any requirement of this chapter shall file a written request with the Permitting Authority, stating the specific provision from which a variance is requested, and including any information which the requestor feels is pertinent to the request.
- (d) In granting a variance, the Commissioners Court or the Permitting Authority may specify terms and conditions determined to be necessary or advisable to ensure equivalent public health protection, such as requiring certain treatment levels, monitoring equipment, and procedures for design and/or operating and/or maintenance. The owner of the property shall allow the Permitting Authority to enter the property for the purpose of inspecting the facility at any reasonable time to ascertain that conditions are met.
- (e) Requests for variations requiring approval by the Commissioners Court will be submitted for Court consideration as follows:
 - (1) The Permitting Authority shall review the request within 30 days of the completed request, formulate a recommendation to the Court, and make a written reply either requesting additional information or notifying the applicant of a Court date and of the Permitting Authority's recommendation to the Court.
 - (2) Notwithstanding any other provision of this chapter, if the variance request is made in conjunction with an application for final plat approval under Chapter 82, Travis County Code, the request must be reviewed, acted on, and appealed within the time periods established under Chapter 82 in lieu of this chapter.

- (f) Procedures for consideration of requests for variances that may be granted by the Permitting Authority will be as follows:
- (1) Not later than 30 days after the receipt of a complete request for variance, the Permitting Authority shall review the request and reply to the applicant in writing, granting or denying the request, or requesting additional information. If the Permitting Authority does not reply in writing to an applicant within 30 days after receiving the applicant's request for variance, the request is denied.
 - (2) A person aggrieved by an action or decision of the Permitting Authority regarding the person's request for a variance may, within 30 days after the date of the document giving notice of the action or decision, or within 30 days after the action if no document is given, appeal to the Commissioners Court. The appeal shall be initiated by filing a written objection with the Permitting Authority. The written objection shall state the specific action or decision being appealed, the relief requested, the person's reasons for requesting the relief, and a copy of the document, if any, giving notice of the action or decision appealed.
 - (3) The Permitting Authority shall notify the County Judge who shall place the matter on the agenda of the Commissioners Court in accordance with usual Court procedures. The Permitting Authority shall provide written notice of the time and place of the hearing before the Court to the person making the appeal.
 - (4) The Commissioners Court shall review the matter in the scheduled hearing, considering the materials submitted by the Permitting Authority and the person seeking the appeal, as well as any information and evidence that it considers relevant. The Commissioners Court shall render its decision no later than ten days after the conclusion of the hearing. If the Commissioners Court does not approve a request for variance within ten days after the hearing, the request is denied unless the Commissioners Court schedules an additional hearing and approves the variance at the subsequent hearing.
- (g) The Permitting Authority shall keep complete records of variances granted. The Permitting Authority shall make periodic reports to the Commissioners Court including locations, descriptions of the variances requested, the reasons for the variances, and Permitting Authority's justifications for the granting of the variances, as specified by the Court.

48.056 Submission of Planning Materials

The following planning materials, which must be prepared by a professional engineer or registered sanitarian, must be submitted with an application for a preliminary plan, final plat, or when proposing a manufactured housing community, condominium

development, multi-unit residential development, business park, or other similar use that will use OSSFs for sewage disposal:

- (a) An accurate plan that complies with all applicable State of Texas and County standards and that shows each existing or proposed lot, its size, source of water, and the area available for disposal fields.
- (b) The geographic location of the development or subdivision and its proximity to streams and lakes.
- (c) Identification on the plan of the location of recharge features, which features must be indicated on the final plat.
- (d) Identification on the plan of planned or existing well locations and a sanitary zone with a 100-foot radius around private wells, and a 150-foot radius around public wells, within which no effluent disposal fields may be sited as set forth in this chapter.
- (e) A comprehensive drainage and 100-year floodplain impact plan.
- (f) Identification on the topographic map or plan of the 100-year floodplain and the floodway.
- (g) A report detailing the types of OSSFs to be considered and their compatibility with area-wide drainage and groundwater.
- (h) Results of a site evaluation for soil suitability in accordance with section 48.035 of this chapter based upon a number of soil profile holes which will provide a representative sample of soils. Profile holes shall be to a depth of five feet or to a limiting condition, whichever is shallower. Test locations shall be evenly distributed throughout the development and be representative of the soils within the development. Where soil conditions are variable, additional soil profile hole testing may be required in test sites determined by the Permitting Authority. An analysis of each soil layer in each profile hole shall be provided including soil classification, structure, gravel content percentage, and presence of mottles and/or groundwater.
- (i) Depiction on the plan of the areas and depths of scalping or fill and road cuts for the purpose of addressing setback requirements.
- (j) Notification on the plan of the presence of mottled soils or water in soil profile holes indicating the groundwater table is less than five feet below the surface as the surface exists or as it will be after grading and filling that may be required in the development.
- (k) Depiction on the plan of areas of greater than 30% slope with a cumulative total of areas with greater than 30% per lot.
- (l) Any additional planning materials that the Permitting Authority and/or staff of the Permitting Authority determine are necessary to demonstrate the applicant's compliance with the requirements of this chapter.

48.057 Procedures for Reviewing Planning Materials

- (a) Preliminary Review. Preliminary review may be requested by the applicant, including scheduling an on-site inspection by the Permitting Authority. To obtain preliminary review, an applicant shall submit at least the materials listed in Section 48.056(a), (b), (d), and (f).
- (b) Final Review. The Permitting Authority shall review the final planning materials for compliance with this chapter and recommendations made for the preliminary review, if any. Changes in the planning materials may require additional review. Survey and staking of individual lots is required before the final review.
- (c) Final Plat Approval. If reviewed in conjunction with an application for final plat approval, the Permitting Authority shall make a written recommendation to the Commissioners Court within 45 days of a proper and complete submittal of planning materials.
 - (1) Approval. If the recommendation is for approval of the subdivision as proposed for use with OSSFs, the Permitting Authority shall continue to process the plat, preliminary plan, or basic development permit for approval.
 - (2) Approval with Conditions or Denial. If the recommendation is for approval with conditions or for denial, the applicant may appeal as provided in Chapter 82, Travis County Code.
- (d) Limits of Approval. An approval recommendation under this subsection does not constitute either a Permit to Construct or a License to Operate for a specific OSSF.

48.058 Permit to Construct

- (a) Application.
 - (1) Except for making emergency repairs that are authorized by 30 TAC Section 285.35, no person may construct, install, repair, alter, or extend an OSSF unless the person has first obtained a Permit to Construct from the Permitting Authority.
 - (2) In addition to other requirements, a property owner who seeks to have an OSSF constructed, installed, repaired, altered, or extended on that person's property shall submit a complete "Application for On-Site Sewage Facility Permit to Construct" to the Permitting Authority. The owner or an agent of the owner may seek information and/or assistance pertaining to the requirements for design of an OSSF for a specific property once application has been made.

- (3) To be considered administratively complete, an application must include all the information specified in the "Application for On-Site Sewage Facility Permit to Construct," including:
 - (A) construction planning materials that demonstrate that the proposed OSSF complies with this chapter. Construction planning materials that are prepared by a registered sanitarian or licensed professional engineer must include the signature and official seal of the professional as well as the date of preparation.
 - (B) the results of a site evaluation as required by section 48.035 of this chapter.
 - (C) the floor plan of all the structures serving as the generating unit shall be included with the application for a permit to construct an onsite wastewater system. Square footages, labels, and dimensions must be included for clarity.
 - (D) a statement stating that the site has been marked by a sign, visible from the road frontage, that is at least 12" x 24", bearing the street address.
- (4) An application must be accompanied by payment of required fees.
- (b) Site Inspection.
 - (1) After an administratively complete application has been received by the County, the Permitting Authority shall conduct an inspection of the site on which the OSSF is to be constructed, and shall make a finding on the issuance of a Permit to Construct, based upon the information in the complete application and any other information available to the Permitting Authority.
 - (A) Upon a finding by the Permitting Authority that construction may begin, the County will issue a Permit to Construct to the applicant. The applicant must post the permit in a conspicuous manner at the site at all times during construction.
 - (B) If the Permitting Authority determines that a Permit to Construct cannot be issued, the Permitting Authority shall notify the applicant in writing of the reasons why the permit cannot be issued.
 - (2) The construction, installation, extension, or repair of an OSSF shall be made in accordance with the approved design and requirements of the Permit to Construct.
- (c) Construction Inspections.
 - (1) The Permitting Authority shall inspect installations of OSSFs in accordance with the inspection schedule established in the Permit to Construct. Each type of system will have an included number of

inspections given in the inspection schedule. Any additional inspections required will incur an additional fee per inspection.

- (2) Components of an OSSF may not be installed or covered until required inspections have been made and approval has been obtained from the Permitting Authority for that stage of construction.
- (3) The applicant or installer shall notify the Permitting Authority that an inspection is desired at least two working days, excluding weekends and County-designated holidays, before the need for each inspection.
- (4) The applicant or installer shall provide whatever reasonable assistance the Permitting Authority requests in order to make each inspection.
- (5) The inspection of drip emitters in place and uncovered is required except where drip emitters are installed by the "plowed-in" method. When "plowed-in" the connections of all drip emitter tubing to the header piping will be uncovered for inspection.

48.059 License to Operate

- (a) New OSSFs. After final inspection of a newly installed OSSF, the Permitting Authority shall make a finding on whether to issue a License to Operate, based upon the information obtained from the inspections and any other information available to the Permitting Authority.
- (b) Upon a finding that the use of the new OSSF will not cause pollution, injury to the public health, or nuisance conditions and is not in conflict with this chapter, other provisions of the Travis County Code, the Permitting Authority will issue a License to Operate the OSSF.
- (c) Upon a finding that a License to Operate cannot be issued, the Permitting Authority shall notify the applicant in writing and shall include the reasons for denying the issuance of a license.

48.060 Affidavit Forms

Sample affidavit forms for use under this chapter will be provided by the Permitting Authority. The maintenance affidavit must include the following language:

The OSSF shall be covered by a continuous service policy for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

48.061 Recording of Designated Representative's License Number

The Designated Representative must record the Designated Representative's license

number on all items prepared by the Designated Representative.

COUNTY OF TRAVIS §

STATE OF TEXAS §

AFFIDAVIT

Before me, the undersigned authority, personally appeared Dana DeBeauvoir, who, being by me duly sworn, deposed as follows:

My name is Dana DeBeauvoir. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerk's office for the County of Travis, Texas. Attached hereto are _____ pages of records known as ""Order Adopting Rules of Travis County, Texas, for On-Site Sewage Facilities." The records are kept by me as County Clerk, County of Travis, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

Dana DeBeauvoir
Travis County Clerk

Before me, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and having acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

(SEAL)

Notary Public, State of Texas
My commission expires:

Chapter 48- Travis County Code, Rules of Travis County, Texas for On-site Sewage Facilities

This is an outline of the material contained in Chapter 48. For details regarding the more stringent items refer to the entire document.

The Texas Commission on Environmental Quality has established rules for on-site sewage facilities (OSSFs) in Title 30 TAC Chapter 285. Travis County has adopted Chapter 285 in its entirety, but has also adopted more stringent requirements. Travis County Transportation and Natural Resources (TNR) believes the more stringent rules are necessary to protect the public health and environment in the unique geologic and groundwater conditions of Travis County, Texas.

Items that are more stringent than the requirements of Chapter 285 are as follows:

- Addition of definitions of “accessory use,” “accessory structure,” and “development”
- Enforcement Plan
- Lot size requirements have been increased
- Additional Requirements for placement of additional residence(s) on lot or site (exemption to minimum lot size).
- Requirement for planning materials for single family, multi-family, condominium, commercial, or other developments when served by OSSF
- Notice of OSSF conditions for developments in deed records
- All OSSF’s in jurisdiction must follow rules (regardless of lot size)
- Application and Permitting Procedures (timelines, expiration, designer certification, licensing, and revocation)
- Maintenance requirements to require credentials for homeowner maintenance
- Terms for termination of homeowner maintenance
- Additional maintenance report requirements
- Requirements for test holes for site evaluation
- Requirement for filling and leak testing tanks prior to backfill
- Requirement for additional retention time on non-residential OSSF
- Daily application rate limit in terms of gallons per area of lot
- Drip irrigation soil depth requirements
- Drip irrigation at minimum of 0.15 gallons per sq. ft. per day
- Drip irrigation to require minimum of 2-feet per second flushing velocity
- Drip irrigation emitter requirement for 1-foot separation to fractured or solid rock
- Low Pressure Dose (LPD) to require 3-feet between sidewalls of excavation
- LPD design materials to include friction losses in manifold between laterals and elevation change between laterals
- LPD supply manifold to connect at highest lateral on sloping ground
- Surface Irrigation to be at night time
- Surface Irrigation to provide consideration for rainfall runoff from disposal area
- Minimum setback from surface irrigation area to property line at 25-feet
- Soil substitution drainfields shall require same distribution piping requirements as mound
- Pipe bedding requirements for piping outside of disposal areas
- Pump tank sizing to require one full day flow above alarm (except when duplexed)
- Erosion controls for disposals areas on slopes exceeding 10% (erosion matting or 80% vegetative cover)

(More stringent requirement.) (Each new more stringent requirement must be justified (in a separate document) based on greater public health and safety protection.)

Note: Format was updated to match other Travis County Codes
48.002 (Definitions and Acronyms) New Section for Clarification of Terms

Subchapter B

48.032 (Previously 48.010.2(a))

(Facility Planning)

(a) Added: As much of the land being developed were previously areas either too remote or difficult to allow for OSSF; the additional challenges must be carefully considered to ensure public health is protected.

(b) Larger lot sizes are necessary to protect the public health and environment in Travis County because of the predominance of unsuitable soils, steep rocky slopes, and the demand for construction of larger than normal size houses. Research of the literature reveals that many jurisdictions increase lot size requirements to protect groundwater through the reduction of septic tank densities (GA Extension Service, Septic Systems Handbook, Kaplan). "The range of [minimum] lot sizes ... appears to be from 1/2 to 1 acre, based on reported data, and from 3/4 to 1 acre based on theory." (Bauman and Schafer 1985) Estimating groundwater quality impacts from on-site sewage treatment systems. (ASAE Pub. 007-85, pp. 285-295. ASAE St. Joseph, M.I.)

Additional space is needed for lots utilizing both individual and wells and on-site wastewater systems to ensure that groundwater quality is protected by providing adequate buffer space around the wells without having to encroach onto adjacent properties. Additionally, many areas of western Travis County have rapidly recharging conditions, with thin soils and karst rock or layered limestone. These conditions are particularly vulnerable to well contamination from either surface sources or OSSF's. Larger lot sizes will reduce the potential for contamination in these sensitive areas, thus providing additional protection for the public health and environment.

Since small lots are commonly cited as the number one problem with siting on-site sewage systems, future health hazards can be averted by adhering to minimum required lot sizes, providing greater protection to the public health and environment. Once a minimum lot size standard is set, there should be only rare occasions when a new subdivision would be created with lots smaller than those required. A pre-existing single lot that has never been legally platted is an example of such an occasion.

Western Travis County requires the additional protection to public health and the environment afforded by this requirement because its topography typically has steep rocky slopes with thin soils which are not favorable for on-site sewage disposal. Each lot in new subdivisions should initially be created with an area suitable for a sewage disposal field and a replacement area in order to prevent health and pollution problems resulting from poorly sited sewage systems or from the inability to relocate a new system in case of failure. Each newly created lot should have an area with flat enough slopes (30% or less) to allow the installation of a variety of on-site sewage systems in most soil conditions, giving the owner the maximum options for types of facilities which will provide protection to the public health and environment equivalent to the State Rules.

(c) Per AG opinion No. GA-1007 Travis County Attorneys have interpreted subdivision to include additional uses which includes additional residences. A second residence on same site or lot may constitute lower threshold for review of subdivision and provides specifics for exemption.

(d) Local review procedures to be used in Travis County in administering 30 TAC §285.4(c),

"Facility Planning — Review of subdivision or development plans," are set forth in Attachment A, Local Administrative Procedures. Aligns order with other Travis County codes.

(e) This provision ensures that purchasers are informed that lots in a subdivision require an OSSF and are subject to certain OSSF-related requirements. In addition, adding restrictions as plat notes or covenants enhances the county's legal ability to enforce the restrictions.

48.033 (Application and Permitting Procedures)

(a) All new sewage systems need to be permitted and inspected to ensure protection of public health and the environment in every situation. Site-specific needs which must be met to ensure protection of the public health and environment can only be determined if every system receives regulatory attention.

(a)(3) Addition protection to public health by having confirmation of repair and completion.

(c) Prolonged archiving of inactive applications and permits unnecessarily waste and consume the County's limited resources. Utilization of resources in that manner detracts from our ability to focus on our primary mission of protecting the public health by diverting resources from enforcement to record-keeping, the result being the increased exposure of the public to health and environmental damage.

(d)(1) (see (c) above)

(d)(2) Requiring this additional certification would provide additional protection to the public health and environment by having the professional who designed the system also monitor the on-going installation of the designed system to be certain that it was constructed as specified. Designers who know that they will be certifying that the final product is consistent with the design will be more cautious to ensure that the construction has been accomplished such, that the system will function according to design. Inspections by the designer throughout the installation process will also expand the review process beyond that which can be provided by the limited required inspections by the Permitting Authority.

(d)(3) A stated license with specific use limitations provides clarity to both private and public sector as to the legitimacy and continued operation of an OSSF.

(d)(4) Provides means for regulatory and enforcement enhancement to ensure compliance and protect public health by administrative removal of license

(d)(5) Clarifies and enhances enforcement of order regarding forbidden use of OSSF

(d)(6) Provides enhanced protection of public health by ensuring failed systems are properly remediated and licensed.

(e) It places an undue burden on Travis County staff to issue statement on suitability without first having a formal submittal that provides justification for such a statement

(48.034)(Maintenance Requirements)

(a-g)-Due to the density and quantity of OSSF's throughout Travis County, it is important to ensure properly certified/qualified persons are properly inspecting and reporting on the operation of OSSF's requiring maintenance. Contact for information requirements allows for improved communication with regulatory staff to more quickly remedy issues.

(48.035) (Site Evaluation)

- Requiring a backhoe pit for evaluation and soil analysis report for all OSSFs ensures a substantial profile of the soil for evaluation and opportunity for inspection by Travis County Staff which increases the likelihood of an appropriate OSSF for the site and thereby provides a higher protection to public health.

(48.036)(Criteria for Sewage Treatment Systems)

(a) Leaking septic tanks are a common cause of failure. The additional testing will ensure protection of public health by requiring better quality control at the time of initial installation, resulting in fewer failures in the fixture. Literature supports this requirement by showing that there are other states which test all tanks to ensure better quality, and thus increased public health protection.

(b) Non-standard treatment units are individually designed systems generally utilizing

mechanical components in systems designed to provide a higher level of sewage treatment on a given site due to unsuitable site conditions. Unsuitable site conditions and additional mechanical components increase the need for assurance of proper functioning and performance monitoring of these units which is provided by a more stringent maintenance requirement. Increased public health and environment protection is the result of this additional ongoing upkeep of the more complex systems needed to serve in less than ideal conditions.

(48.037)(Criteria for Sewage Disposal Systems)

(a) With increasing home sizes and densities over the rapid recharge areas of western Travis County and poorly draining soils of eastern Travis County, there is concern with the organic loading of the soils, infiltration of harmful nitrogen compounds (nitrate and ammonia), potassium, and other trace chemicals into groundwater. By limiting the total daily volume loading based on acreage, the concentration can be evenly limited.

(b)(1) The State has established 1 foot as the base minimum soil depth to achieve adequate land treatment using drip emitters. Due to the fluctuating depth of seasonal groundwater conditions, the 'factor of safety' provided by the increased soil is required to ensure adequate separation between the sewage disposal fields and groundwater. The requirement is reduced where a higher quality effluent through secondary treatment is provided before discharge to the disposal area.

(b)(2) Due to variation in recommended hydraulic loading rates for soils in the Class III zone of the USDA Soil Textural Classifications (30 TAC §285.91 Table VI), generally poor site conditions (rocky soils and slopes of areas with Class III soils), and historic failure rates of many drip irrigation systems using the loading rate for Class III soils, the minimum requirement of 0.15 gallons per day per square foot provides a protection to the public health by decreasing the total loading per square foot and potentially reducing the frequency of system failures.

(b)(3) By ensuring drip emitter systems are providing adequate flushing when serviced, the frequency of failure can be reduced and allow optimal service life of emitters to be achieved.

(b)(4) By required additional volume of suitable material below the emitter lines, additional protections are provided by decreasing the likelihood for effluent to travel along shallow restrictive horizons. Further it is felt the inclusion of soils with up to 60% gravel as suitable greatly reduces the soil pore space and requiring additional soil depth will aid in ensuring sufficient hydraulic capabilities are met.

(c)(1) As low pressure dosed drainfields are credited sidewalls as absorptive area, it is desired the sidewall area be given the necessary protection and volume to allow for absorption. A 1' absorption area is assumed along each sidewall with a central foot area to be considered as compacted during installation. This consideration will prevent a less than optimal sidewall between excavations to ensure intended operation.

(c)(2) As demonstrated by the locally accepted and developed 'Travis County Method' hydraulic friction losses due to flow along manifolds between laterals can affect the head in low pressure dosed systems and thereby the consistent and even distribution. By requiring the consideration of this loss in the design, a more accurate hydraulic loading can be achieved thereby reducing the potential for over loading an area causing a failure.

(c)(3) As demonstrated by the locally accepted and developed 'Travis County Method', bottom loading of a low pressure dose system on sloping ground is more likely to overload lower trenches and thereby increase potential for failures.

(d)(1) Irrigation is limited to the period of least human activity to minimize the likelihood of human contact. Night time irrigation provides for greater protection of public health since it is generally the period of least human activity.

(d)(2) In order to protect public health and environment, the design of all surface irrigation systems should address some means of providing control of effluent runoff onto neighboring properties which can increase during rain events; in addition, this practice will aid in the prevention of the creation of nuisance conditions.

(d)(3) Due to an average wind speed of 8.5 mph (NOAA National Climatic Data Center. Comparative Climatic Data Publication.), an increase setback to property lines can decrease the likelihood of wind induce carriage of irrigation effluent across property lines.

(e) To prevent pooling and uneven distribution that can lead to failure, low pressure dosed soil-substitution systems maintain even distribution.

(f) Fewer broken lines due to shifting clay soils and improper backfill (rocks, debris).

(g) The state minimum pump tank volume only provides 1/3 of a day volume. This requires immediate attention and does not allow the owner opportunity to wait for service or parts. By requiring additional alarm volume the owner may be afforded more time to make repairs and reduce the likelihood of surfacing.

(h) As less "ideal" building sites are available, development of sloping property is becoming more prevalent. In order to minimize erosion that could lead to exposed media and or lines in the drainfield. Erosion controls and establishing vegetation can significantly reduce the likelihood of this type of file drainfield failure.

(48.051) (Local Administrative Procedures) Local procedures may be used to provide a clear path for permitting, enforcement, review, inspection, and licensing. (applies for 48.051-48.061)

(48.052) (Enforcement) – Providing clear and defined enforcement policies and criteria will aid in protecting public health by enhancing abilities to address situations that violate 30 TAC 285 and this order. Codified policy can provide constituents with clear expectations of actions and penalties should they violate this order.

(48.053) (Notice)

(48.054) (Permit to Construct and License to Operate)

(48.055) (Variance Procedures)

(48.056) (Submission of Planning Materials)

(48.057) (Planning Materials)

(48.058) (Permit to Construct)

(48.059) (License to Operate)

(48.060) (Affidavit Forms)

(48.061) (Recording of Designated Representative's License Number)

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 1, 2014

Brandon Couch, R.S., D.R.
Travis County TNR
On-Site Wastewater Program
PO Box 1748
Austin, Texas 78767

Re: County of Travis On-site Sewage Facility Order

Dear Brandon:

The TCEQ staff has reviewed the proposed County of Travis' On-Site Sewage Facility Order. Based on our review of your draft proposal submitted September 30, 2014, this order meets minimum State requirements. Please proceed with the adoption process as outlined in Title 30 TAC Chapter 285, Section 285.10 (b)(5)(A)-(C) and 285.0 (b)(6)(A)-(D), with particular consideration of the following items:

1. Publish notice of a public meeting at least 72 hours before the public meeting, but not more than 30 days before the meeting. The notice must appear in a regularly published newspaper(s) of general circulation in the area of jurisdiction and the notice must include the time, date and location of the public meeting.
2. After the public meeting is held, submit a copy of the following items:
 - * A public notice as it appeared in the newspaper(s);
 - * A publisher's affidavit from the newspaper(s) in which the public notice appeared;
 - * A certified copy of the minutes of the meeting when the order was adopted; and
 - * A certified copy of the order that was adopted by the County of Travis Commissioner's Court.

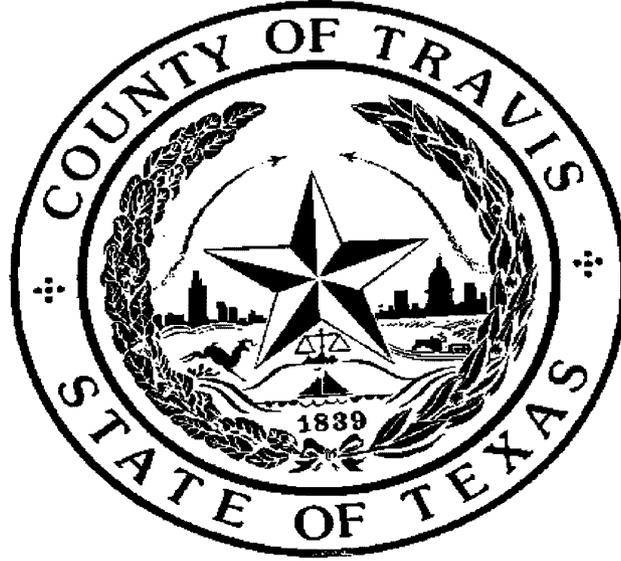
Please remove all cross references to the model order. The otherwise approved draft order is enclosed. If further information or assistance is needed, please contact me at (512) 239-2150 or by email at mike.price@tceq.texas.gov.

Sincerely,


Michael Price
On-site Sewage Facility Program

Enclosure

TRAVIS COUNTY CODE CHAPTER 48



Chapter 48. Rules of Travis County, Texas for On-Site Sewage Facilities

Subchapter A

- 48.001 Policy and Purpose
- 48.002 Definitions and Acronyms
- 48.003 Conflicts
- 48.004 On-Site Sewage Facility Regulation and Enforcement
- 48.005 Jurisdictional Area/Applicability
- 48.006 Compliance with On-Site Sewage Facility Rules
- 48.007 TCEQ Rules Adopted; Incorporation by Reference
- 48.008 Authority to Act
- 48.009 Adoption of Rules that are More Stringent
- 48.010 Additional Findings
- 48.011 Local Administrative Procedures
- 48.012 Duties and Powers of Designated Representatives
- 48.013 Collections of Fees
- 48.014 Appeals
- 48.015 Enforcement Plan
- 48.016 Severability
- 48.017 Relinquishment of Order
- 48.018 Effective Date

Subchapter B

- 48.031 Travis County's More Stringent Rules
- 48.032 Facility Planning (Section 285.4)
- 48.033 Application and Permitting Procedures (Sections 285.3 and 285.6)
- 48.034 Maintenance Requirements (Section 285.7)
- 48.035 Site Evaluation (Section 285.30)
- 48.036 Criteria for Sewage Treatment Systems (Section 285.32)
- 48.037 Criteria for Sewage Disposal Systems (Section 285.33)

Subchapter C

- 48.051 Local Administrative Procedures
- 48.052 Enforcement
- 48.053 Notice
- 48.054 Permit to Construct and License to Operate
- 48.055 Variance Procedures
- 48.056 Submission of Planning Materials
- 48.057 Planning Material Review Procedures
- 48.058 Permit to Construct
- 48.059 License to Operate
- 48.060 Affidavit Forms
- 48.061 Recording of Designated Representative's License Number

**CHAPTER 48. RULES OF TRAVIS COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES
[with references to the TCEQ's Model Order**

Subchapter A

48.001 Policy and Purpose

- (a) Background and Policy. [Preamble in Model Order, page 2]
- (1) The Texas Commission on Environmental Quality has established rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and to minimize environmental pollution. [First recital in Model Order, page 2]
 - (2) The Legislature has enacted legislation, codified as Texas Health and Safety Code Chapter 366, which authorizes a local governmental entity to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities. [Second recital in Model Order, page 2]
 - (3) Due notice was given of a public meeting to determine whether the Commissioners Court of Travis County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in Travis County, Texas. [Third recital in Model Order, page 2]
 - (4) The Commissioners Court of Travis County, Texas finds that the use of on-site sewage facilities in Travis County, Texas is causing or may cause pollution, and is injuring or may injure the public health. [Fourth recital in Model Order, page 2]
 - (5) The Commissioners Court of Travis County, Texas has considered the matter and deems it appropriate to enact an order adopting rules regulating on-site sewage facilities to abate or prevent pollution or injury to public health in Travis County, Texas. [Fifth recital in Model Order, page 2]
- (b) Findings and Adoption of Rules. The Commissioners Court of Travis County, Texas finds that:
- (1) The matters and facts recited in subsection (a) are true and correct; [Section 1 of Model Order, page 2]
 - (2) The use of on-site sewage facilities in Travis County, Texas, is causing or may cause pollution and is injuring or may injure the public health; and [Section 2 of Model Order, page 2]
 - (3) It is necessary and appropriate to adopt this chapter of the Travis County Code, which is to be entitled "Rules of Travis County, Texas for On-Site Sewage Facilities. [Section 3 of Model Order, page 2]

48.002. Definitions and Acronyms.

Words and phrases in this chapter have the same meaning they have in Chapter 366 (On-Site Sewage Disposal Systems) of the Texas Health and Safety Code and Chapter 285 (On-Site Sewage Facilities) of Title 30 of the Texas Administrative Code. The following words and terms in this section, when used in this chapter, have the following meanings:

- (1) "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.
- (2) "Accessory structure" means a structure which is on the same parcel of property as the principal structure to be insured and which is incidental to the use of the principal structure.
- (3) "Authorized Agent" means the Travis County Commissioners Court or its designee, the Travis County Transportation and Natural Resources Department.
- (4) "Commissioners Court" means the Travis County Commissioners Court.
- (5) "County Executive" means the county executive of the Travis County Transportation and Natural Resources Department or his designee.
- (6) "Development" means any man-made change to improved or unimproved real estate, including, but not limited to, the construction of buildings or other structures, a change in the use of improved or unimproved real estate, mining, dredging, filling, grading, paving, surfacing, excavation operations, drilling operations, the storage of equipment or materials, and the clearing of land for the purpose of preparing a site for any man-made change to improved or unimproved real estate.
- (7) "License to Operate" means written permission from the Permitting Authority to operate an on-site sewage facility.
- (8) "Lot" or "site" means the unit of land area served by an on-site sewage facility.
- (9) "Maintenance" means required or routine performance checks, examinations, upkeep, cleaning, or mechanical adjustments to an on-site sewage facility, including replacement of pumps, filters, aerator lines, valves, or electrical components. Maintenance does not include alterations.
- (10) "On-site sewage facility" or "OSSF" means a system that:
 - (a) does not treat or dispose of more than 5,000 gallons of sewage each day; and
 - (b) is used only for disposal of sewage produced on a site where any part of the system is located.
- (11) "Permit to Construct" means written permission from the Permitting Authority to construct an on-site sewage facility showing the date the permission was granted.

- (12) "Permitting Authority" means the Travis County Commissioners Court or its designee, the Travis County Transportation and Natural Resources Department.
- (13) "Person" means an individual, association, partnership, corporation, organization, business trust, political subdivision, state or federal agency, or an agent or employee thereof.
- (14) "Repair" means to replace any components of an on-site sewage facility in situations not included under emergency repairs according to 30 TAC § 285.35 (relating to emergency repairs), excluding maintenance. The replacement of tanks or drainfields is considered a repair and requires a permit for the entire OSSF system.
- (15) "Residential unit" means a structure that is used for habitation.
- (16) "Sewage" means waste that:
 - (a) is primarily organic and biodegradable or decomposable; and
 - (b) generally originates as human, animal, or plant waste from certain activities, including the use of toilet facilities, washing, bathing, and preparing food.
- (17) "TAC" means the Texas Administrative Code.
- (18) "TCEQ" means the Texas Commission for Environmental Quality or its successive agencies.
- (19) "TCEQ Rules" means the rules promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities in Title 30 Texas Administrative Code Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions to those rules.

48.003 Conflicts [Section 4 of Model Order, page 3]

- (a) This chapter repeals and replaces any other on-site sewage facility orders or parts of orders of Travis County, Texas.
- (b) All Codes or policies, or parts of Codes or policies of Travis County related to this chapter that are in conflict with the provisions of this chapter are hereby repealed.

48.004 On-Site Sewage Facility Regulation and Enforcement [Section 5 of Model Order, page 3]

Travis County, Texas clearly understands there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the Texas Health and Safety Code, Chapters 7 and 37 of the Texas Water Code, and associated rules referenced in section 48.006 of this chapter.

9-29-2014 revisions to draft sent to TCEQ
317403

48.005 Jurisdictional Area/Applicability [Section 6 of Model Order, page 3]

This chapter applies to:

- (a) the unincorporated areas of Travis County, Texas except:
 - (1) the areas regulated under an order adopted by a local governmental entity other than Travis County; and
 - (2) the areas have been annexed by the City of Austin for the limited purpose of public health;
- (b) areas within the corporate limits of Webberville and San Leanna;
- (c) areas within the corporate limits of Leander located within Travis County; and
- (d) areas within the territorial limits of a local governmental entity located in whole or in part in Travis County that:
 - (1) has been delegated the authority by the TCEQ executive director to implement and enforce the rules adopted under Texas Health and Safety Code, Chapter 366; and
 - (2) has entered into an interlocal agreement with Travis County for the enforcement of that local governmental entity's OSSF rules.

48.006 Compliance with On-Site Sewage Facility Rules [Section 7 of Model Order, page 3]

- (a) Any person who has an ownership interest in an on-site sewage facility or who participates in any activity relating to the development of planning materials, construction, installation, alteration, repair, extension, operation, maintenance, permitting, inspection, or investigation of an on-site sewage facility within the jurisdictional area of Travis County, Texas must comply with the TCEQ Rules and all applicable provisions of this chapter.
- (b) A person must obtain a Permit to Construct from the County in accordance with this chapter before the person constructs, installs, alters, repairs, extends, or modifies an OSSF unless the OSSF is excluded or exempted under State law or this chapter.
- (c) Any person who has an ownership interest in an on-site sewage facility within the jurisdictional area of Travis County must obtain a License to Operate from the County before the person operates or allows any person to operate the on-site sewage facility.

48.007 TCEQ Rules Adopted; Incorporation by Reference [Sections 8 and 9 of Model Order, page 3]

- (a) Travis County adopts the rules promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities in Title 30 Texas Administrative Code Chapter 30, Subchapters A and G, and Chapter 285. [Section 8 of Model Order, page 3]

- (b) The TCEQ Rules and all future amendments and revisions to them are incorporated by reference and made a part of this chapter. [Section 9 of Model Order, page 3]

48.008 Authority to Act [Section 8 of Model Order, page 3]

All officials and employees of Travis County, Texas who have duties under the TCEQ Rules are authorized to perform those duties as are required of them under the TCEQ Rules and the provisions of this chapter.

48.009 Adoption of Rules that are More Stringent [Section 10 of Model Order, Page 4]

- (a) Travis County, Texas adopts certain OSSF rules that are more stringent than those adopted by the TCEQ.
- (b) The more stringent rules adopted by the Travis County Commissioners Court shall take precedence over any less stringent rules adopted by TCEQ.
- (c) Travis County's more stringent rules are set forth in subchapter B.

48.010 Additional Findings [Section 10 of Model Order, Page 4]

The Travis County Commissioners Court finds that it is proper and necessary to adopt OSSF standards that are more stringent than the standards adopted by TCEQ because:

- (a) Protecting water resources is vital to human health, and some residents within Travis County depend heavily upon groundwater for their drinking water;
- (b) The population of Travis County is projected to double by the year 2050;
- (c) A significant amount of the projected future growth within the unincorporated areas of Travis County is expected to rely on on-site sewage facilities;
- (d) The adoption of OSSF regulations that are more stringent within the Recharge Zone of the Edwards Aquifer (including those land areas situated above the Trinity Aquifer Recharge Zones) and other aquifers which have environmentally sensitive rapid recharge conditions is necessary and appropriate to avert public health hazards resulting from the projected increased use of on-site sewage facilities and the increased usage of water; and
- (e) The more stringent rules will provide greater public health and safety protection for the residents of Travis County.

48.011 Local Administrative Procedures

The County's local administrative procedures are set forth in subchapter C.

48.012 Duties and Powers of Designated Representatives [Section 10 or 11]

Model Order, Page 4]

- (a) The Transportation and Natural Resources Department of Travis County, Texas will ensure that each individual who acts as a designated representative for Travis County within Travis County's jurisdictional area is certified by the Texas Commission on Environmental Quality before that individual assumes duties and responsibilities as a designated representative of Travis County, Texas.
- (b) Each of Travis County's designated representatives is authorized to review permit applications, site evaluations, and planning materials and to conduct inspections of on-site sewage facilities.

48.013 Collection of Fees [Section 11 or 12 of Model Order, Page 4]

- (a) All fees collected under this chapter must be made payable to Travis County, Texas and must be paid in accordance with fee schedules adopted by the Commissioners Court as authorized by law.
- (b) Each fee collected by Travis County for an application for a Permit to Construct must include a fee of \$10 that Travis County must forward to the TCEQ Water Resources Management Account in accordance with Chapter 367 of the Texas Health and Safety Code.

48.014 Appeals [Section 12 or 13 of Model Order, Page 4]

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision by mailing, within 30 days of the action or decision, a written appeal to the Travis County Commissioners Court.

48.015 Enforcement Plan [Section 13 or 14 of Model Order, Page 4]

- (a) Travis County, Texas clearly understands that, as a minimum, it must follow the requirements in 30 TAC Section 285.71 (Authorized Agent Enforcement of OSSFs).
- (b) This chapter adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the Texas Health and Safety Code, Chapters 7, 26, and 37 of the Texas Water Code, 30 TAC Chapter 30, Subchapters A and G, and 30 TAC Chapter 285.
- (c) At the request of the Commissioners Court, the County Attorney or other prosecuting attorney for the County may file an action in a court of competent jurisdiction to do one or more of the following:
 - (1) Enjoin the violation or threatened violation of a requirement established by or adopted by the Commissioners Court under this chapter;
 - (2) Seek civil or criminal penalties as provided by law; and

- (3) Take all actions or seek any penalty authorized under law, including the penalties and enforcement provisions of Chapters 341 and 366 of the Texas Health and Safety Codes, Chapters 7 and 26 of the Texas Water Code, 30 TAC Chapter 285, and the provisions of this chapter.

48.016 Severability [Section 14 or 15 of Model Order, Page 5]

It is the intention of the Commissioners Court of Travis County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this chapter are severable, and if any phrase, clause, sentence, paragraph, or section of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this chapter, since the same would have been enacted by the Commissioners Court without incorporation in this chapter of such unconstitutional phrases, clause, sentence, paragraph, or section. If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the validity of the remainder of this chapter and the application thereof to other persons and circumstances shall not be affected.

48.017 Relinquishment of Order [Section 15 or 16 of Model Order, Page 5]

- (a) If the Commissioners Court of Travis County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Commissioners Court, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC Section 285.10 (d) (1) through (4).
- (b) After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC Section 285.10(d)(5) and Section 285.14 after the date that delegation has been relinquished.

48.018 Effective Date [Section 16 or 17 of Model Order, Page 5]

This chapter shall be in full force and effect from and after its date of approval as required by law and upon the approval of the Texas Commission on Environmental Quality.

Subchapter B

48.031 Travis County's More Stringent Rules

This subchapter sets forth the more stringent rules adopted by Travis County, Texas.

48.032 Facility Planning [285.4]

- (a) All property that will use an on-site sewage facility for sewage disposal must be evaluated for overall site suitability.
- (b) Unless the lot or tract is exempted under 30 TAC Section 285.4(b)(1), the minimum lot size for a structure served by an OSSF, regardless of whether the lot or tract is served by a public water supply, is one acre.
- (c) Residential Structures Served by OSSFs.
 - (1) Each residential unit served by an OSSF is considered a separate structure. Except as provided in Paragraph (2), multiple residential units may be on a single lot or site only if the lot or site contains at least one acre of land for each residential unit.
 - (2) A lot or site of at least one acre in size that was created before TCEQ's approval of this chapter and that has a single-family dwelling located on it may have one additional residential unit placed on the lot or site as an accessory structure for accessory use if:
 - (A) having more than one residential unit on the lot or site does not violate restrictions in a plat, deed, or restrictive covenant for the lot;
 - (B) all other requirements of Chapter 285 of Title 30 of the Texas Administrative Code and the Travis County Code are met; and
 - (C) the lot or site owner files a restrictive covenant in the Official Public Records of Travis County, Texas that:
 - (i) prohibits the addition of any more habitable structures on the lot or site without approval by the local entity having OSSF jurisdiction over the lot;
 - (ii) prohibits the residential units from being conveyed or transferred to separate owners without approval by the local entity having OSSF jurisdiction over the lot;
 - (iii) prohibits any further subdivision of the lot or site without approval by the local entity having OSSF jurisdiction over the lot; and
 - (iv) provides that the restrictive covenant is enforceable by the owners of adjacent land, TCEQ, and the local governmental entity having OSSF jurisdiction over the lot.
 - (3) If the County Executive determines that having more than one residential

unit on the lot or site will not adversely affect public health, safety, or welfare, the County Executive may waive the requirement that a plat be approved for structures and a lot or site meeting the requirements of this subsection.

- (d) **Review of Planning Materials.** Persons proposing single-family residential developments, condominium developments, multi-unit residential developments, manufactured housing communities, commercial developments, or any other type of development with structures served by OSSFs must submit planning materials for these developments to the Permitting Authority as set forth in Subchapter C, Travis County Local Administrative Procedures, and obtain the Permitting Authority's written approval of the planning materials before submitting an OSSF application.
- (e) **Notice in Deed and Plat Records.**
 - (1) Where approval of on-site sewage facilities in a development will be granted based on conditions that restrict lots with regard to on-site sewage facilities, those conditions shall be reflected by appropriate plat notes or restrictive covenants filed in the Official Public Records of Travis County, Texas. The County will not issue a Permit to Construct or a License to Operate unless a property owner has recorded all plat notes and restrictive covenants required by the County.
 - (2) In addition to the requirements set forth in 30 TAC Chapter 285, on each new plat, the following note shall be included (along with any specific restrictions imposed):

This subdivision is subject to all the terms and conditions of Chapter 48, Travis County Code, Rules of Travis County, Texas for On-Site Sewage Facilities. These rules require, among other things, that a construction permit be obtained from Travis County before an on-site sewage facility can be constructed, altered, modified, or repaired in the subdivision and that a license to operate be obtained from Travis County before an on-site sewage facility can be operated in the subdivision.

48.033 Application and Permitting Procedures (§§285.3, 285.5 and 285.6)

- (a) **No Exemptions.** All OSSFs in the jurisdictional area of Travis County are subject to the provisions of this chapter regardless of the size of the lot on which the OSSF is located.
 - (1) Except for emergency repairs that are authorized by 30 TAC Section 285.35, a person must obtain a Permit to Construct from the County before constructing, installing, altering, extending, or repairing an OSSF.
 - (2) An individual who makes an emergency repair to an OSSF must notify the Permitting Authority, in writing, within 72 hours after starting the

emergency repair. The notice must include a detailed description of the methods and materials used in the repairs.

- (3) The Permitting Authority has discretion to require an inspection of the emergency repairs.
- (b) Local Procedures. Local Administrative Procedures to be used in Travis County in administering 30 TAC Section 285.5 are set forth in Subchapter C.
- (c) Time Limit on Applications. An application for an OSSF Permit to Construct expires one year after the date the application fee is paid for if the applicant has been unable to obtain an OSSF Permit to Construct from the County during that one-year period. After an application has expired, an applicant for an OSSF Permit to Construct must submit a new application and pay a new application fee.
- (d) Permit to Construct/License to Operate. Under Travis County procedures, the licensing of an on-site sewage facility is separated into two parts: the Permit to Construct, which is a permit that is issued by Travis County for construction of an onsite wastewater system specifically designed for a specific use, and the License to Operate, which is a license that is issued by Travis County that allows an onsite wastewater system constructed in accordance with the Permit to Construct to be operated as designed, to actively put through, treat, and dispose of sewage waste being generated by the use for which the system is designed.
 - (1) A Permit to Construct expires 12 months from the date of issuance, or upon completion of construction, whichever is sooner. The County may grant a 30-day permit extension if there have been no changes to the design plan approved by the Permitting Authority and the owner applies for the extension at least 30 days prior to the expiration of the Permit to Construct. A fee will be charged towards the cost of the extension and re-issuance of permits. After a Permit to Construct has expired, a person who seeks to construct an OSSF must submit a new application and pay a new application fee in order to obtain a new Permit to Construct.
 - (2) Certification by Designer. The Permitting Authority will not issue a License to Operate for an OSSF that was designed by a professional engineer or registered sanitarian until the owner provides the Permitting Authority with:
 - (A) the engineer or sanitarian's written assurance that the engineer or sanitarian has inspected the OSSF and determined that it has been installed as designed and specified; and
 - (B) an accurate as-built drawing of the OSSF.
 - (3) A License to Operate is limited to authorization to operate an OSSF in accordance with the design and use approved by the Permitting Authority.
 - (4) Termination of License to Operate. A License to Operate issued under this chapter or previous OSSF rules adopted by the County may be revoked by the Permitting Authority if:

- (A) the OSSF fails;
 - (B) the OSSF receives more sewage than the amount for which it was approved;
 - (C) the OSSF receives non-sewage wastewater;
 - (D) a structure connected to the OSSF exceeds or violates the terms of the License to Operate;
 - (E) the property on which the OSSF is located is used for a purpose other than that described in the original application for the Permit to Construct the OSSF; or
 - (F) the OSSF is operated in a manner that does not conform to the design and use approved by the Permitting Authority.
- (5) It is a violation of this Chapter for any person to operate or allow any person to operate an OSSF for which the License to Operate has been terminated or for which a License to Operate has not been issued by the Permitting Authority.
- (6) An owner of an OSSF for which a License to Operate has been terminated may apply in writing to the Permitting Authority to have the License to Operate re-instated. The Permitting Authority may re-instate a License to Operate if the owner of the OSSF has paid all applicable fees, and the Permitting Authority determines, after conducting an inspection of the OSSF, that the OSSF is functioning properly and that the owner of the OSSF has taken affirmative steps to ensure that the OSSF will be operated only in accordance with the design and use previously approved by the Permitting Authority.
- (e) The County will not issue a suitability letter for a TCEQ stormwater pollution prevention plan permit until the Permitting Authority determines that an application for an OSSF Permit to Construct is administratively complete.

48.034 Maintenance Requirements (§285.7)

- (a) This section applies to OSSFs for which maintenance is required as specified in Table XII of 30 TAC Section 285.91 and that serve single-family dwellings.
- (b) At the end of the initial two-year service policy, a homeowner may perform maintenance activities for an OSSF that serves the homeowner's single family dwelling only if the homeowner:
 - (1) has taken the training and passed the test required for a TCEQ registered maintenance technician, as required in 30 TAC Section 30.245(b), and has provided the results of the test and proof of attendance at the training to the County; or
 - (2) has taken equivalent training specifically for homeowners, as determined

by the County, has passed any tests that were required as part of the training, and has provided to the County the results of any tests that were part of the training and proof of attendance at the training.

- (c) A homeowner who performs maintenance activities for an OSSF that serves the homeowner's single family dwelling must comply with the testing and reporting requirements set forth in 30 TAC Section 285.7(e)(1)-(3) for maintenance providers.
- (d) Notwithstanding any provision to the contrary, the owner of a single-family dwelling who has been personally maintaining the OSSF for the single-family dwelling must obtain a maintenance contract for the OSSF and provide a copy of the contract to the County within ten days after the County notifies the owner that:
 - (1) The owner has violated Texas Health and Safety Code Chapter 366, a rule adopted pursuant to Texas Health and Safety Code Chapter 366, or this chapter, and the owner chooses to enter into a contract for the maintenance of the system instead of personally correcting the violation; or
 - (2) The owner has, within three years of a previous violation, committed another violation of Texas Health and Safety Code Chapter 366, a rule adopted pursuant to Texas Health and Safety Code Chapter 366, or this chapter.
- (e) In addition to the information required by 30 TAC Chapter 285, all maintenance/inspection reports, including reports prepared by homeowners who provide maintenance on their own OSSFs, must include the following:
 - (1) the reporting of any alterations to the OSSF that have not been authorized by the County;
 - (2) the condition of the spray area (if applicable);
 - (3) the permit number for the Permit to Construct;
 - (4) the printed name and signature of the maintenance provider or homeowner/property owner if the homeowner is submitting the report;
 - (5) the physical address of the OSSF location; and
 - (6) the physical address, business address, business telephone number, and emergency phone number of the maintenance provider.
- (f) In addition to the information required by 30 TAC Chapter 285, all maintenance/inspection contracts must include the following:
 - (1) the permit number for the Permit to Construct;
 - (2) the printed name and signature of the maintenance provider or homeowner if the homeowner is submitting the report;
 - (3) the physical address of the OSSF location; and

- (4) the physical address, business address, business telephone number, and emergency phone number of the maintenance provider.

48.035 Site Evaluation (§285.30)

Travis County requires that backhoe pits be excavated to a depth of two feet below the bottom of the proposed excavation or to a restrictive horizon, whichever is less for soil evaluations. Profile holes are required to be excavated and soil analysis reports must be submitted with all applications for Permits to Construct on-site sewage facilities.

48.036 Criteria for Sewage Treatment Systems (§285.32)

- (a) Testing of Tanks. Following installation and prior to final backfilling, all tanks in the system, including but not limited to septic tanks, pump tanks, trash tanks, and aerobic treatment units, shall be tested by being filled to the outlet with clean water and checked 24 hours later for leaks and structural integrity.
- (b) Non-residential Treatment Requirements - Non-residential systems shall have a minimum of six-day retention time in a septic tank, or in a pre-treatment tank prior to a treatment unit; or provide equalization tanks per 30 TAC Section 285.34 (b)(4)

48.037 Criteria for Sewage Disposal Systems (§285.33)

- (a) Limits on Daily Application Rate – Except as provided in Paragraphs (1) and (2), the total daily application of effluent from an OSSF may not exceed 60 gallons per tenth of an acre of the lot or site. Fractional acreage shall be rounded down to the nearest tenth of an acre.
 - (1) For parcels that were legally platted before TCEQ's approval of this chapter and that are less than or equal to four-tenths of an acre, up to 240-gallons per day may be allowed.
 - (2) For proposed developments with less than 50% total impervious cover, including OSSF drainfield as impervious cover, an exemption may be granted to allow a higher effluent application rate.
- (b) Disposal Processes - Proprietary - Drip Irrigation.
 - (1) There shall be a minimum of two feet of soil between the drip emitter and groundwater; however, only one foot of soil is required where secondary treatment is used.
 - (2) Drip irrigation systems shall be designed using a maximum application rate of 0.15 gallon per square foot per day.
 - (3) Drip irrigation systems shall provide a minimum of two feet per second flushing velocity.

- (4) There shall be a minimum of one foot of soil between the drip emitter and solid or fractured rock.
- (c) Disposal Processes - Non-Standard - Low Pressure Dosed Drainfield - Drainfield Criteria.
 - (1) There shall be a minimum of three feet of undisturbed soil between the sidewalls of multiple excavations.
 - (2) Low pressure dose designs shall include consideration for elevation changes between laterals and friction losses in manifold piping between lateral lines.
 - (3) When on sloping ground, supply manifolds shall connect to the highest lateral in a drainfield zone.
- (d) Disposal Processes - Non-standard - Surface Irrigation Systems.
 - (1) Surface irrigation shall be conducted during the night-time hours, preferably just before sunrise.
 - (2) Consideration must be given towards controlling run-off from the disposal area during rain events.
 - (3) The minimum setback to a property line is 25 feet.
- (e) Disposal Processes - Non-Standard - Soil Substitution Drainfields. Soil Substitution beds are required to use pressure dose application. Pipe and orifice spacing for the distribution piping is to be the same as for current mound design requirements.
- (f) Pipe Bedding – Pipes such as sewer pipes from the structure to the treatment facility and from the treatment facility to the disposal component shall be bedded with four inches of Class Ib, Class II, or Class III soil with less than 30% gravel. The bedding soil shall be free of organic material and any rocks or grains larger than ½ inch.
- (g) Pump Tank Sizing – Pump tank shall be sized to provide at least one full day of flow above the alarm on setting unless dual pumps are used per requirements of 30 TAC 285.34(b)(3).
- (h) Installations on Slopes Exceeding 10% - Drainfields with finished grades exceeding 10% shall either provide erosion control matting or 80% vegetative cover prior to final inspection.

Subchapter C.

48.051 Local Administrative Procedures

- (a) This Subchapter sets forth procedures that must be followed by persons who are applying for a Permit to Construct or a License to Operate an OSSF. This Subchapter also sets out the County's enforcement authority.
- (b) The Local Administrative Procedures set forth in this Subchapter are designed to further the ability of the Permitting Authority in assuring that a person does not:
 - (1) install, construct, alter, extend, or repair an OSSF without obtaining a Permit to Construct from the Permitting Authority;
 - (2) operate or maintain an OSSF or discharge (includes deposit, conduct, drain, throw or otherwise release or dispose of wastewater or effluent, or to allow any of these acts) sewage or sewage effluent into an OSSF without obtaining a License to Operate from the Permitting Authority; or
 - (3) cause, permit or allow the operation of or the maintenance of an OSSF in a manner that will cause, or may tend to cause pollution, injury to the public health, or nuisance conditions.

48.052 Enforcement

In order to enforce this chapter, the Permitting Authority is authorized to:

- (a) enter private property to inspect or monitor incipient or existing OSSFs at all reasonable times and at any time there is reasonable cause to believe a violation of this chapter has been committed or is being committed. Notwithstanding the foregoing, the Permitting Authority or TCEQ may inspect an on-site sewage system using aerobic treatment at any time.
- (b) order the work being done on an OSSF in violation of this chapter to be stopped by notice in writing of the suspension or revocation of the permit to the person doing or causing the work to be done.
- (c) issue a written order to a person to immediately cease using any OSSF causing pollution or constituting a nuisance, or otherwise operating in violation of this chapter, and may seek legal process to enforce its orders.
- (d) revoke a License to Operate an individual onsite wastewater system if the system for which it has been issued is being operated in violation of this chapter, is not being operated within the manufacturer's specifications, does not have a valid maintenance contract when one is required, or becomes a public nuisance. A Notice of Violation for inappropriate operation shall first be issued by Travis County. If the violation for which the property owner is cited is not corrected within the time specified in the Notice of Violation, Travis County may revoke the License to Operate.

- (e) take any other action authorized by law to enforce local, state, and federal rules relating to OSSFs within the County's jurisdictional area.

48.053 Notice

- (a) Unless otherwise specified, any notice prepared by the County may be given by hand delivery or by US Mail. Notice by the County may also be accomplished by posting a sign on the property to which the notice refers.
- (b) Any notice that is required to be sent to the County must be given by:
 - (1) hand delivery or overnight courier to the Permitting Authority at 700 Lavaca, Suite 500, Austin, Texas 78701,
 - (2) United States Mail, postage prepaid, return receipt requested, to the following address:
Travis County Transportation and Natural Resources Department
On-Site Wastewater Program
P.O. Box 1748
Austin, Texas 78767

48.054 Permit to Construct and License to Operate.

To facilitate the efficient implementation of this chapter:

- (a) The Permit to Construct is limited to the authorization to install, construct, alter, extend, or repair an OSSF in accordance with the planning materials approved by the Permitting Authority. It does not include authorization to operate the OSSF.
- (b) The License to Operate is not included in the Permit to Construct, but will be issued upon certification by the designer of record and final approval of construction by the Permitting Authority. The License to Operate will allow an OSSF to be operated in accordance with the approved planning materials for the discharging of sewage into the facility for treatment and disposal or reuse.
- (c) Because wastewater collection systems provide greater public health protection than OSSFs, the Permitting Authority may elect to not issue a Permit to Construct if the Permitting Authority determines that any portion of the proposed OSSF is located within 500 feet of the boundary of an area served by a private or public wastewater collection system that would, in the opinion of the Permitting Authority, be legally and technically feasible for the OSSF to connect to.

48.055 Variance Procedures

Variances from this chapter may be granted as provided in this subsection.

- (a) Requests for variances from this chapter shall be considered on an individual basis in accordance with the criteria specified in 30 TAC Section 285.3(c) and where site conditions (such as lot size, separation distance and setbacks) are such that no alternative that complies with this chapter can be found.
- (b) The Commissioners Court authorizes the Permitting Authority to grant variances involving exceptions to technical construction standards or local setback and separation distances more stringent than State standards as long as the variance granted results in a system which ensures public health protection equivalent to that provided under the TCEQ Rules. The Permitting Authority is authorized to grant administrative variances, including, for example, a variance to allow the construction of an OSSF in a drainage easement if the applicant has taken concrete steps to vacate the easement and there is no known opposition to the vacation of the drainage easement. The Permitting Authority may refer any request for variance to the Commissioners Court for direction.
- (c) A person desiring a variance to any requirement of this chapter shall file a written request with the Permitting Authority, stating the specific provision from which a variance is requested, and including any information which the requestor feels is pertinent to the request.
- (d) In granting a variance, the Commissioners Court or the Permitting Authority may specify terms and conditions determined to be necessary or advisable to ensure equivalent public health protection, such as requiring certain treatment levels, monitoring equipment, and procedures for design and/or operating and/or maintenance. The owner of the property shall allow the Permitting Authority to enter the property for the purpose of inspecting the facility at any reasonable time to ascertain that conditions are met.
- (e) Requests for variances requiring approval by the Commissioners Court will be submitted for Court consideration as follows:
 - (1) The Permitting Authority shall review the request within 30 days of the completed request, formulate a recommendation to the Court, and make a written reply either requesting additional information or notifying the applicant of a Court date and of the Permitting Authority's recommendation to the Court.
 - (2) Notwithstanding any other provision of this chapter, if the variance request is made in conjunction with an application for final plat approval under Chapter 82, Travis County Code, the request must be reviewed, acted on, and appealed within the time periods established under Chapter 82 in lieu of this chapter.
- (f) Procedures for consideration of requests for variances that may be granted by

the Permitting Authority will be as follows:

- (1) Not later than 30 days after the receipt of a complete request for variance, the Permitting Authority shall review the request and reply to the applicant in writing, granting or denying the request, or requesting additional information. If the Permitting Authority does not reply in writing to an applicant within 30 days after receiving the applicant's request for variance, the request is denied.
 - (2) A person aggrieved by an action or decision of the Permitting Authority regarding the person's request for a variance may, within 30 days after the date of the document giving notice of the action or decision, or within 30 days after the action if no document is given, appeal to the Commissioners Court. The appeal shall be initiated by filing a written objection with the Permitting Authority. The written objection shall state the specific action or decision being appealed, the relief requested, the person's reasons for requesting the relief, and a copy of the document, if any, giving notice of the action or decision appealed.
 - (3) The Permitting Authority shall notify the County Judge who shall place the matter on the agenda of the Commissioners Court in accordance with usual Court procedures. The Permitting Authority shall provide written notice of the time and place of the hearing before the Court to the person making the appeal.
 - (4) The Commissioners Court shall review the matter in the scheduled hearing, considering the materials submitted by the Permitting Authority and the person seeking the appeal, as well as any information and evidence that it considers relevant. The Commissioners Court shall render its decision no later than ten days after the conclusion of the hearing. If the Commissioners Court does not approve a request for variance within ten days after the hearing, the request is denied unless the Commissioners Court schedules an additional hearing and approves the variance at the subsequent hearing.
- (g) The Permitting Authority shall keep complete records of variances granted. The Permitting Authority shall make periodic reports to the Commissioners Court including locations, descriptions of the variances requested, the reasons for the variances, and Permitting Authority's justifications for the granting of the variances, as specified by the Court.

48.056 Submission of Planning Materials

The following planning materials, which must be prepared by a professional engineer or registered sanitarian, must be submitted with an application for a preliminary plan, final plat, or when proposing a manufactured housing community, condominium development, multi-unit residential development, business park, or other similar use that will use OSSFs for sewage disposal:

9-29-2014 revisions to draft sent to TCEQ
317403

- (a) An accurate plan that complies with all applicable State of Texas and County standards and that shows each existing or proposed lot, its size, source of water, and the area available for disposal fields.
- (b) The geographic location of the development or subdivision and its proximity to streams and lakes.
- (c) Identification on the plan of the location of recharge features, which features must be indicated on the final plat.
- (d) Identification on the plan of planned or existing well locations and a sanitary zone with a 100-foot radius around private wells, and a 150-foot radius around public wells, within which no effluent disposal fields may be sited as set forth in this chapter.
- (e) A comprehensive drainage and 100-year floodplain impact plan.
- (f) Identification on the topographic map or plan of the 100-year floodplain and the floodway.
- (g) A report detailing the types of OSSFs to be considered and their compatibility with area-wide drainage and groundwater.
- (h) Results of a site evaluation for soil suitability in accordance with section 48.035 of this chapter based upon a number of soil profile holes which will provide a representative sample of soils. Profile holes shall be to a depth of five feet or to a limiting condition, whichever is shallower. Test locations shall be evenly distributed throughout the development and be representative of the soils within the development. Where soil conditions are variable, additional soil profile hole testing may be required in test sites determined by the Permitting Authority. An analysis of each soil layer in each profile hole shall be provided including soil classification, structure, gravel content percentage, and presence of mottles and/or groundwater.
- (i) Depiction on the plan of the areas and depths of scalping or fill and road cuts for the purpose of addressing setback requirements.
- (j) Notification on the plan of the presence of mottled soils or water in soil profile holes indicating the groundwater table is less than five feet below the surface as the surface exists or as it will be after grading and filling that may be required in the development.
- (k) Depiction on the plan of areas of greater than 30% slope with a cumulative total of areas with greater than 30% per lot.
- (l) Any additional planning materials that the Permitting Authority and/or staff of the Permitting Authority determine are necessary to demonstrate the applicant's compliance with the requirements of this chapter.

48.057 Procedures for Reviewing Planning Materials

- (a) Preliminary Review. Preliminary review may be requested by the applicant, including scheduling an on-site inspection by the Permitting Authority. To obtain preliminary review, an applicant shall submit at least the materials listed in Section 48.056(a), (b), (d), and (f).
- (b) Final Review. The Permitting Authority shall review the final planning materials for compliance with this chapter and recommendations made for the preliminary review, if any. Changes in the planning materials may require additional review. Survey and staking of individual lots is required before the final review.
- (c) Final Plat Approval. If reviewed in conjunction with an application for final plat approval, the Permitting Authority shall make a written recommendation to the Commissioners Court within 45 days of a proper and complete submittal of planning materials.
 - (1) Approval. If the recommendation is for approval of the subdivision as proposed for use with OSSFs, the Permitting Authority shall continue to process the plat, preliminary plan, or basic development permit for approval.
 - (2) Approval with Conditions or Denial. If the recommendation is for approval with conditions or for denial, the applicant may appeal as provided in Chapter 82, Travis County Code.
- (d) Limits of Approval. An approval recommendation under this subsection does not constitute either a Permit to Construct or a License to Operate for a specific OSSF.

48.058 Permit to Construct

- (a) Application.
 - (1) Except for making emergency repairs that are authorized by 30 TAC Section 285.35, no person may construct, install, repair, alter, or extend an OSSF unless the person has first obtained a Permit to Construct from the Permitting Authority.
 - (2) In addition to other requirements, a property owner who seeks to have an OSSF constructed, installed, repaired, altered, or extended on that person's property shall submit a complete "Application for On-Site Sewage Facility Permit to Construct" to the Permitting Authority. The owner or an agent of the owner may seek information and/or assistance pertaining to the requirements for design of an OSSF for a specific property once application has been made.
 - (3) To be considered administratively complete, an application must include all the information specified in the "Application for On-Site Sewage Facility Permit to Construct," including:
 - (A) construction planning materials that demonstrate that the proposed

OSSF complies with this chapter. Construction planning materials that are prepared by a registered sanitarian or licensed professional engineer must include the signature and official seal of the professional as well as the date of preparation.

- (B) the results of a site evaluation as required by section 48.035 of this chapter.
 - (C) the floor plan of all the structures serving as the generating unit shall be included with the application for a permit to construct an onsite wastewater system. Square footages, labels, and dimensions must be included for clarity.
 - (D) a statement stating that the site has been marked by a sign, visible from the road frontage, that is at least 12" x 24", bearing the street address.
- (4) An application must be accompanied by payment of required fees.
- (b) Site Inspection.
- (1) After an administratively complete application has been received by the County, the Permitting Authority shall conduct an inspection of the site on which the OSSF is to be constructed, and shall make a finding on the issuance of a Permit to Construct, based upon the information in the complete application and any other information available to the Permitting Authority.
 - (A) Upon a finding by the Permitting Authority that construction may begin, the County will issue a Permit to Construct to the applicant. The applicant must post the permit in a conspicuous manner at the site at all times during construction.
 - (B) If the Permitting Authority determines that a Permit to Construct cannot be issued, the Permitting Authority shall notify the applicant in writing of the reasons why the permit cannot be issued.
 - (2) The construction, installation, extension, or repair of an OSSF shall be made in accordance with the approved design and requirements of the Permit to Construct.
- (c) Construction Inspections.
- (1) The Permitting Authority shall inspect installations of OSSFs in accordance with the inspection schedule established in the Permit to Construct. Each type of system will have an included number of inspections given in the inspection schedule. Any additional inspections required will incur an additional fee per inspection.
 - (2) Components of an OSSF may not be installed or covered until required inspections have been made and approval has been obtained from the Permitting Authority for that stage of construction.

- (3) The applicant or installer shall notify the Permitting Authority that an inspection is desired at least two working days, excluding weekends and County-designated holidays, before the need for each inspection.
- (4) The applicant or installer shall provide whatever reasonable assistance the Permitting Authority requests in order to make each inspection.
- (5) The inspection of drip emitters in place and uncovered is required except where drip emitters are installed by the "plowed-in" method. When "plowed-in" the connections of all drip emitter tubing to the header piping will be uncovered for inspection.

48.059 License to Operate

- (a) New OSSFs. After final inspection of a newly installed OSSF, the Permitting Authority shall make a finding on whether to issue a License to Operate, based upon the information obtained from the inspections and any other information available to the Permitting Authority.
- (b) Upon a finding that the use of the new OSSF will not cause pollution, injury to the public health, or nuisance conditions and is not in conflict with this chapter, other provisions of the Travis County Code, the Permitting Authority will issue a License to Operate the OSSF.
- (c) Upon a finding that a License to Operate cannot be issued, the Permitting Authority shall notify the applicant in writing and shall include the reasons for denying the issuance of a license.

48.060 Affidavit Forms

Sample affidavit forms for use under this chapter will be provided by the Permitting Authority. The maintenance affidavit must include the following language:

The OSSF shall be covered by a continuous service policy for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

48.061 Recording of Designated Representative's License Number

The Designated Representative must record the Designated Representative's license number on all items prepared by the Designated Representative.

COUNTY OF TRAVIS §

STATE OF TEXAS §

AFFIDAVIT

Before me, the undersigned authority, personally appeared Dana DeBeauvoir, who, being by me duly sworn, deposed as follows:

My name is Dana DeBeauvoir. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerk's office for the County of Travis, Texas. Attached hereto are _____ pages of records known as ""Order Adopting Rules of Travis County, Texas, for On-Site Sewage Facilities." The records are kept by me as County Clerk, County of Travis, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

Dana DeBeauvoir
Travis County Clerk

Before me, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and having acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

(SEAL)

Notary Public, State of Texas
My commission expires:

TAKINGS IMPACT ASSESSMENT: REVISION OF TRAVIS COUNTY'S RULES FOR ON-SITE SEWAGE FACILITIES

This takings impact assessment is prepared using the series of questions in the Private Real Property Rights Preservation Act Guidelines ("Guidelines") promulgated by the Attorney General's Office under Chapter 2007 of the Texas Government Code (the "Act"). The proposed action is Travis County's adoption of revisions to rules regarding on-site sewage facilities ("OSSFs"), Chapter 48 of the Travis County Code. Some of the revisions are substantive, and some of them are procedural.

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 burden on private real property, the amendments are not subject to the requirement in §2007.042 to perform a takings impact assessment.

b. §2007.003(b)(11)(B) of the Act.

The revisions to the County's OSSF regulations are exempt under §2007.003(b)(11)(B) because they constitute an action taken by a political subdivision to regulate on-site sewage facilities.

c. §2007.003(b)(13) of the Act.

The substantive and procedural amendments are exempt under §2007.003(b)(13) because the amendments 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. The purpose of the amendments is to eliminate and prevent health hazards by regulating and properly planning the location, design, construction, installation, operation, and maintenance of on-site sewage disposal systems in the unincorporated areas of Travis County.

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?

Yes. The proposed action burdens private real property because it may cause some property owners to delay plans for developing their property for certain uses. The proposed revisions include lot size requirements and other safety standards that are more stringent than the minimum standards required by the Texas Commission on Environmental Quality ("TCEQ"). On the other hand, the proposed revisions allow property owners greater flexibility because they would allow the construction, under certain circumstances, of an additional residential unit on a lot that already has an existing single-family dwelling located on it. The proposed revisions also include a process through which property owners can request variances.

Guidelines Questions 4 and 6: What is the specific purpose of the proposed action? How does it benefit society?

Texas Health and Safety Code Section 366.002(7) defines an on-site sewage disposal system (also known as an on-site sewage facility) as:

- [O]ne or more systems of treatment devices and disposal facilities that:
- (A) produce not more than 5,000 gallons of waste each day; and
 - (B) are used only for disposal of sewage produced on a site on which any part of the system is located.

Every on-site sewage disposal system in the unincorporated areas of Travis County must comply with the minimum safety standards established by the TCEQ. On-site sewage disposal systems that are improperly located, designed, constructed, installed, operated, or maintained can cause sewage to be discharged or exposed in a manner that contaminates groundwater and makes the sewage a potential instrument or medium in the transmission of disease to or between persons. Compliance with the proposed revisions will help OSSF owners to abate or prevent pollution or injury to their real property and to help abate or prevent pollution or injury to public health in Travis County.

As an authorized agent designated by the TCEQ, Travis County is a local governmental entity that has the legal authority to regulate the use of on-site sewage disposal systems in its jurisdiction and has been doing so for almost two decades. The County's most recent OSSF rules were adopted in June 2000. Since that time, the County's population has continued to grow, and the TCEQ has revised some of its rules regarding OSSFs.

The purpose of the substantive and procedural revisions is to clarify and strengthen the standards for the location, design, construction, installation, operation, and maintenance of on-site sewage disposal systems in Travis County in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities.

It is proper and necessary for the County to adopt OSSF standards that are more stringent than the standards adopted by TCEQ because:

- (a) Protecting water resources is vital to human health, and some residents within Travis County depend heavily upon groundwater for their drinking water;
- (b) The population of Travis County is projected to double by the year 2050;
- (c) A significant amount of the projected future growth within the unincorporated areas of Travis County is expected to rely on on-site sewage facilities;
- (d) The adoption of OSSF regulations that are more stringent within the Recharge Zone of the Edwards Aquifer (including those land areas situated above the Trinity Aquifer Recharge Zones) and other aquifers which have environmentally sensitive rapid recharge conditions is necessary and appropriate to avert public health hazards resulting from the projected increased use of on-site sewage facilities and the increased usage of water; and
- (e) The more stringent rules will provide greater public health and safety protection for the residents of Travis County.

Strengthening the County's standards protects the public's health and safety. Clarifying the County's standards makes them easier for property owners to comply with them and for the County to enforce them.

Guidelines Question 7: Will the proposed action constitute a taking?

Even if the amendments are not exempt, they do not constitute a taking. The amendments do not eliminate all viable uses of any private real property.

Guidelines Question 8: Are there reasonable alternatives to the proposed action that would accomplish its purpose?

An alternative to the amendments would be to leave unchanged the current provisions of Chapter 48, including provisions that are outdated and provisions that need clarification.



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number: Debra Hale, 854-9432

Elected/Appointed Official/Dept. Head: Julie Kocurek, 390th District Court

Commissioners Court Sponsor:

AGENDA LANGUAGE:

Consider and take appropriate action to approve the Capital Area Private Defender Service written report entitled Plan of Operation

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

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

Date: October 20, 2014

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

From: Debra Hale, Court Management Director

Re: Capital Area Private Defender Service Plan of Operation

On September 16, 2014, Travis County entered into a contract with the Capital Area Private Defender Service (CAPDS) to administer the Travis County Fair Defense Plan and improve the quality of indigent defense through a managed assigned counsel program. On November 8, 2014, the CAPDS Board of Directors hired Austin attorney Ira Davis as the Executive Director.

As per the stipulations of the contract with CAPDS as well as the requirements of Code of Criminal Procedure Art. 26.047 (c), Mr. Davis has developed a written plan of operation for the agency, which is attached for the Commissioners Court's review and approval. The statute states that the Commissioners Court "shall require a written plan of operation..." and specifies information that must be included.

The CAPDS Oversight Committee, which is comprised of county officials, has reviewed and approved the Plan of Operation. The Oversight Committee includes: Presiding District Judge Julie Kocurek; Carlos Barrera, County Court Judge; Kameron Johnson, Juvenile Probation Chief; Roger Jefferies, County Executive and Commissioners Court designee; Jeanette Kinard, Mental Health Public Defender Chief; and Debra Hale, Court Administration Director. Please contact me if you have any questions at (512) 854-9432.

CAPITAL AREA PRIVATE DEFENDER SERVICE

816 CONGRESS AVENUE – SUITE 700 • AUSTIN, TEXAS 78701

(O) 512.472.0279

(F) 512.473.2720

WWW.CAPDS.ORG

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

Travis County Oversight Committee
c/o Honorable Julie Kocurek
Debra Hale, Program Manager

From: Ira Davis
Capital Area Private Defender Service

Date: October 15, 2014

Re: Plan of Operation

The attached Plan of Operation is submitted in compliance with the requirements of the Texas Code of Criminal Procedure Article 26.047(c) and pursuant to contract requirements between the parties in Section 3.4 of the executed contract.

BRADLEY E. HARGIS
DEPUTY DIRECTOR

IRA L. DAVIS
EXECUTIVE DIRECTOR

TRUDY STRASSBURGER
DEPUTY DIRECTOR

CAPITAL AREA PRIVATE DEFENDER
SERVICE

PLAN OF OPERATION

OCTOBER 15, 2014

INTRODUCTION

The mission of the Capital Area Private Defender Service (“CAPDS”) is to enhance the quality of representation provided to indigent adult defendants in Travis County. We achieve this by establishing meaningful standards for quality representation, ensuring assigned counsel exceed these standards, overseeing the work of assigned counsel, and by providing education and mentoring services to support those assigned to represent indigent clients.

This initial operating plan is provided pursuant to our contract obligation in Section 3.4 of the approved contract between the CAPDS and Travis County. This report addresses the requirements of Texas Code of Criminal Procedure Article 26.047(c) and contract requirements 3.4.1 – 3.4.9. The plan includes: (1) a budget for the program, including salaries; (2) a description of each personnel position, including the program’s director; (3) the maximum allowable caseload for each attorney assigned by the program; (4) provisions for training personnel of the program and attorneys assigned under the program; (5) a description of anticipated overhead costs for the program; (6) a policy regarding licensed investigators and expert witnesses used by attorneys assigned under the program; (7) a policy to ensure that appointments are reasonably and impartially allocated among qualified attorneys; (8) a policy to ensure that an attorney assigned under the program does not accept appointment in a case which involves a conflict of interest for the attorney that has not been waived by all affected clients; and (9) a policy to ensure that all board and committee volunteers and staff are not on the assigned counsel list.

This Operating Plan contains an outline of the CAPDS basic plans and procedures. The CAPDS will publish a Policies and Procedures Manual by January 1, 2015. The policy manual will be consistent with this Operating Plan, but will contain detailed procedures for how the CAPDS will operate, including but not limited to, the function of the review committee, procedures for requesting investigator or expert assistance, policies on voucher submissions, guidelines for the mentorship program, and other relevant topics.

The CAPDS looks forward to working with the Travis County Commissioners' Court, the Travis County Criminal Judiciary, court administration, and others dedicated to providing indigent defendants in Travis County with a quality defense.

THE OPERATING PLAN OF CAPDS:

(1) THE BUDGET

<u>CAPDS PERSONNEL BUDGET</u>	<u>Amount</u>
Attorney - Executive Director of CAPDS*	\$160,000
Attorney - Deputy Director of CAPDS*	\$120,000
Attorney - Deputy Director of CAPDS*	\$120,000
Investigator	\$80,000
Administrative Assistant	\$50,000
Part-time Financial Analyst	\$35,000
SALARY EXPENSE	\$565,000
Fringe Benefits - Medical, Retirement, Long-Term Disability, Parking, etc.	\$104,060
Taxes @7.65% up to base salary of \$113,700	\$38,434
TOTAL PERSONNEL COSTS	\$707,494
<u>CAPDS OPERATING EXPENSES</u>	
INSURANCE	\$4,000
Professional insurance coverage for Director and/or Board of Directors:	
TRAINING AND PROFESSIONAL MEMBERSHIPS	\$10,500
Travel/training for professional development and memberships, including bar dues:	
PROFESSIONAL SERVICES	\$5,000
Accounting/Tax-CPA to file non-profit tax returns and other financial documents:	

OFFICE SPACE¹	\$0
Office space provided by the Austin Bar Association through September 2015:	
MENTORSHIP PROGRAM	\$30,000
Mentoring for new and current attorneys seeking to increase levels on the list:	
OFFICE SUPPLIES/MISC.	\$11,100
CAPDS PERSONNEL AND OPERATING BUDGET TOTAL	\$768,094

CAPITAL/EQUIPMENT **\$1,800**

Funds for one-time office startup cost.

CAPDS CONTRACT BUDGET TOTAL **\$769,894**

* Current salaries are less than maximum funded to create additional operating funds

Positions currently unfilled

(2) STAFF POSITIONS

The CAPDS currently employs an Executive Director and two Deputy Directors. In the near future we will expand our team to include an investigator, an administrative assistant, and a part-time financial analyst. Descriptions of each position are listed below.

A. The Executive Director

Under the direction of the Board of Directors, the Executive Director is responsible for the provision of indigent legal defense services to all eligible persons in Travis County according to the terms of the Professional Services Contract for Management of Assigned Counsel between

the CAPDS and Travis County, Texas. The Executive Director formulates the CAPDS's mission, goals, objectives, and related policies and is responsible for their implementation. The Executive Director oversees the legal representation of indigent criminal defendants in Travis County. The Executive Director will work closely with elected officials, committees, and policy-making entities in accomplishing the mission of the CAPDS.

The Executive Director provides guidance, mentoring, and legal advice to assigned counsel; manages administrative functions of the office including budgeting, human resources, purchasing, and resource planning. He will direct these activities through the Deputy Directors.

The Executive Director will have fiscal and administrative duties in the management of the CAPDS. His duties include preparing the written plan of operation as required by Texas Code of Criminal Procedure Article 26.047(c), and directing the administrative and operational functions of the office consistent with the CAPDS goals and objectives. The Executive Director oversees staff, including hiring, training, performance evaluations, disciplinary actions, and dismissals.

The Executive Director prepares and presents an annual report on the operation of the office to the Travis County Commissioners. He also prepares and presents quarterly operational and monthly financial reports on the expenditures of indigent resources to the Oversight Committee and the Board of Directors. Along with reporting, the Executive Director establishes policies and procedures relating to the administration of indigent defense in conjunction with the Board of Directors and develops recommendations for the compensation of assigned attorneys.

The Executive Director implements the appropriate quantitative and qualitative metrics for evaluating assigned counsel, ensures compliance with appointment procedures as set forth by law, the Travis County Fair Defense Plan and the Board of Directors, and maintains positive relationships with other components of the criminal justice system and indigent defense organizations.

The Executive Director will facilitate the development, training and education of assigned counsel by providing Continuing Legal Education (“CLE”) programs, implementing a training curriculum consistent with current trial and investigative techniques, and establishing a mentoring program. He will also assemble and maintain the following: expert database, witness/officer files, motion and brief banks, legal research file, CLE materials and performance measures for the office and for assigned counsel.

With the Board of Directors and the Review Committee, the Executive Director develops the process for application, renewal, and advancement of assigned counsel. He will consult with the Review Committee concerning the placement of attorneys on the assigned counsel panels based on the applicant’s qualifications and experience. He will observe assigned counsel in court to evaluate their performance, and consult with assigned counsel concerning defense strategies. The Executive Director will meet with the Review Committee as warranted to address the performance of assigned counsel. He will also respond to inquiries and complaints from members of the public, clients, and judiciary, and investigate such complaints. The Executive Director will refer complaints to the Review Committee when appropriate.

The Executive Director represents the office on various commissions, committees, and boards, and participates in community outreach at various governmental, judicial, and community functions. He will also research and review legislative updates and legal opinions, and adapt existing policies and procedures to address legislative changes.

Beyond the above responsibilities, the Executive Director also performs other duties as assigned by the Board of Directors.

B. Deputy Directors

The CAPDS Deputy Directors will share responsibility for assisting the Executive Director in formulating and implementing the CAPDS’s mission, goals, objectives, and related policies. They will oversee the legal representation of indigent criminal defendants in Travis County. The Deputy Directors

will work closely with the Executive Director and the Board of Directors, elected officials, committees, and policy-making entities in furtherance of the CAPDS mission. They will provide guidance, mentoring, and legal counsel to assigned counsel, and manage administrative functions of the office including budgeting, human resources, purchasing, and resource planning. The Deputy Directors will assist the Executive Director in all fiscal and administrative activities of the CAPDS. They will assist the Executive Director as directed by the Executive Director and the CAPDS Board of Directors in the execution of all of the duties and functions of the CAPDS.

C. Investigator

The CAPDS investigator performs advanced investigative work that involves researching, reviewing, and investigating criminal cases. These duties include gathering, analyzing, and interpreting business, financial and medical documentation. He will collect and examine evidence, including witness interviews, and assist in analyzing the complex records of individuals, associates and corporations. The CAPDS investigator will document his investigative process by preparing records and comprehensive, detailed reports. He will obtain and prepare affidavits and statements, participate in executing court orders and subpoenas, and respond to oral and written inquiries to provide customer support if needed.

Other primary responsibilities of the investigator include reviewing requests for investigative assistance, determining the viability and feasibility of such requests, and assisting in researching, reviewing, and overseeing the investigations conducted by approved panel investigators when appropriate. The investigator will assist in compiling, evaluating, overseeing, and managing a panel of approved investigators to be used by assigned counsel. He will advise, coordinate, and lead investigative teams if required. He will periodically review samples of

completed cases to ensure the consistent and correct application of the CAPDS investigative policy by approved investigators on the assigned counsel panel.

D. Administrative Assistant

Under the direction and supervision of the Executive Director, the administrative assistant provides professional administrative support to the Executive Director and Deputy Directors in implementing the CAPDS mission, goals, objectives, and policies. The administrative assistant will provide administrative support in the management of the day-to-day operations of the CAPDS staff.

The administrative assistant serves as a liaison between the CAPDS and the Board of Directors, prepares agendas for Board of Directors' meetings as required, and assists in the preparation of, and distribution of, the Board of Directors meeting packets. The administrative assistant will transcribe minutes of Board of Directors' meetings, assist in the preparation of materials for County hearings, and will schedule and secure meeting locations for the Board of Directors. The administrative assistant performs additional duties as requested by the Executive Director or the CAPDS Board of Directors.

E. Financial Analyst (part-time)

The Financial Analyst performs complex accounting and fiscal planning work, with the direction and supervision of the Executive Director, including compiling any required weekly, monthly, quarterly, and annual reports. The analyst also assists in the oversight of all expenditures to ensure conformity to contract obligations.

The analyst responds to financial inquiries from the CAPDS office management and staff, other Travis County and State of Texas fiscal representatives, and public inquiries as appropriate. The analyst provides technical assistance to the CAPDS office staff in developing and maintaining grants, contracts, payroll, and other operations having financial implications. The analyst assists in developing strategic and tactical financial plans and may assist in the development and implementation of the CAPDS office financial policies, procedures, and

strategies.

(3) CASELOAD LIMITS

The CAPDS believes appropriate caseload limits will help ensure assigned counsel have the necessary time and resources to effectively advocate and provide quality representation to indigent clients in Travis County. The current caseload limit, as outlined in the Travis County Fair Defense Plan, requires all assigned counsel exceeding either a total of 90 felony cases or a total of 100 misdemeanor cases be suspended from further assignments. These limits include all of the assigned counsel's cases, both assigned and retained, in every county of Texas and in Federal Court. The CAPDS will monitor the caseloads of assigned counsel to ensure compliance, and may further lower the caseload limits if it appears that assigned counsel are unable to be zealous advocates under the current limits. The current caseload monitoring provide by the Travis County courts checks caseload limits in Travis County; however, the CAPDS will monitor caseloads in additional counties to ensure compliance with our policies and the Travis County Fair Defense Plan.

(4) **TRAINING**

A. **Personnel Training.**

1. **Staff Attorney Training.**

As part of our mission to raise the quality of indigent defense in Travis County, the Executive Director and Deputy Directors will remain current on the laws and standards of criminal practice and will be knowledgeable about the intricacies of indigent defense practice. In order to achieve this goal, the staff attorneys will attend trainings that address these issues, educate themselves through the reading of indigent defense articles and manuals, and conduct one-on-one talks with experts in the field of indigent defense.

All the CAPDS staff attorneys will be trained by the Office of Court Administration in the use of the Attorney Management Portal (“AMP”) and Indigent Defense Application (“IDA”). The CAPDS staff attorneys will exceed the CLE requirements set for assigned counsel.

2. **Investigator Training.**

The CAPDS strives to ensure that the cases of all indigent defendants in Travis County are thoroughly and professionally investigated when appropriate. The CAPDS will train the staff investigator in issues specifically relating to indigent defense investigation. The investigator must continue to fulfill the requirements of continuing education as required by the Texas Board of Investigators and Security Officers. The CAPDS will train the investigator to monitor other investigators, how to conduct effective trainings for investigators and will train the investigator how to manage the assigned investigator list.

3. Support Staff Training

All support staff will be trained in the policies and procedures of the CAPDS.

B. Assigned Counsel Training

One mission of the CAPDS is to provide assigned counsel in Travis County quality training and support. As part of that mission, the CAPDS will ensure that assigned counsel are current on legal issues, have the opportunity to attend trainings, and have available to them the resources they need to be zealous advocates. The CAPDS will also provide specialized training in areas relating specifically to indigent defense, including the collateral consequences of convictions, immigration consequences of convictions, and handling mental health issues in the indigent client.

The CAPDS has partnered with ACDLA to provide for 30 hours of free CLE per year. The CAPDS will also offer CLE in the specific areas required for yearly recertification. The CAPDS will make appropriate CLE available electronically for assigned counsel to view as time permits.

The CAPDS will administer a mentorship program to allow assigned counsel to benefit from the valuable resource provided by the mentorship of a more experienced attorney. A goal of the mentorship program is to help new attorneys gain the experience and skills needed for the assigned counsel program and to advance through the assigned counsel program. After the first quarter of 2015, the CAPDS will determine how the mentorship program will function.

The CAPDS will work with individual attorneys, as needed, providing feedback, advice and court observation. The CAPDS will maintain an expert database, witness/officer files, motion and brief banks, legal research files, and CLE materials that will be available for the use of all assigned counsel.

(5) OVERHEAD COSTS

See detailed budget description.

(6) **INVESTIGATOR AND EXPERT WITNESS POLICIES**

A. **Licensed Investigators**

Investigators serving with assigned counsel must possess a state license as a private investigator issued by the Texas Board of Investigators and Security Officers and the Department of Public Safety, pursuant to Texas Occ. Code § 1702.

Investigators must comply with the requirements of continuing education and renewal procedures of the Texas Board of Investigators and Security Officers.

Investigators must demonstrate experience, or document training prior to appointment, in the important areas of defense investigation such as: locating witnesses, obtaining witness statements, including complaining witness statements, and in collecting mitigating evidence.

B. **Expert Witnesses**

An expert in a field in which licenses and/or certifications are required must be licensed or certified and a member in good standing with the licensing and/or certifying agency.

An expert in a field in which licenses or certifications are not required must demonstrate competence as an expert in that field through work experience, experience as a consultant in prior cases or in prior testimony. References will be used to assist in evaluating the expert's competency.

If assigned counsel expects to call an expert as a witness at trial or in a hearing, the expert must be able to demonstrate that his expertise and his methodology are reasonably likely to be accepted as admissible, under Article VII, Texas Rules of Evidence and pertinent case law, including Daubert v. Merrell Dow Pharms., 509 U.S. 579(1993).

(7) **ALLOCATION OF ASSIGNMENTS POLICY**

The CAPDS policy will ensure that assignments are reasonably and impartially allocated among qualified assigned counsel.

Assignments shall be made using a rotation system following an alphabetical listing of the names of eligible counsel (taking into account the type of assignments they may receive).

In misdemeanor cases, a joint jail reduction docket will be held daily by the county courts at law. Assignments will be made on a rotating basis, in alphabetical order. Cases in which assigned counsel does not appear will be reassigned in court from the alphabetical rotation.

Assignments for Spanish speaking cases shall be made using a separate rotation system following an alphabetical listing of the names of counsel eligible to receive Spanish-speaking clients.

Assignments for Mental Health Attorneys and the Misdemeanor Mental Health Public Defender shall be made using a separate rotation system. Eligible counsel will be assigned following an alphabetical listing of their names. In mental health cases involving misdemeanors, counsel will be assigned from the misdemeanor mental health attorney rotation including the Mental Health Public Defender. In mental health cases involving state jail, 2nd or 3rd degree felony offenses, counsel will be assigned from the felony mental health attorney rotation.

In felony cases, counsel may receive an assignment for the highest level of offense for which he is qualified and for any lower level offense in which he has qualified. If a case is enhanced above an assigned counsel panel level, assigned counsel shall notify the CAPDS to ensure the appropriate level counsel is assigned.

In the event a Judge needs to appoint counsel from the bench the CAPDS will provide a qualified attorney from the appropriate assigned counsel panel selected from a rotation system of eligible on-call counsel.

(8) CONFLICT OF INTEREST POLICY FOR ASSIGNED COUNSEL

No assigned counsel may accept representation or continue with the representation of an indigent client with whom he has a conflict of interest as set out below.

No assigned counsel may represent more than one of the defendants in a multi-defendant case. No assigned counsel may represent or agree to represent any co-defendant of an already assigned defendant in any legal capacity on any other legal matter. No assigned counsel may represent a defendant in any case in which the complainant or a material witness for the prosecution was a former client of the assigned counsel.

All counsel assigned by the CAPDS to represent indigent defendants in Travis County shall be aware of and abide by the rules governing conflicts of interest as set out in Rules 1.06, 1.07, 1.08 and 1.09 of the Texas Disciplinary Rules of Professional Conduct.

All counsel assigned by the CAPDS to represent indigent defendants in Travis County must notify the CAPDS in writing of any actual or potential conflict of interest which might disqualify them from representing any indigent defendant to which they may have been assigned or from accepting an assignment to represent any indigent defendant.

(9) INTERNAL CONFLICT OF INTEREST STATEMENT

The CAPDS affirms that no assigned counsel on the CAPDS's Indigent Defendant Assigned Counsel Panels or accepting assignment by the CAPDS for the representation of indigent defendants in Travis County serves on the Oversight Committee, on the Review Committee or as a voting member of the Board of Directors. The CAPDS further affirms that no assigned counsel on the CAPDS's Indigent Defendant Assigned Counsel Panels or accepting assignment by the CAPDS for the representation of indigent defendants in Travis County will be eligible to serve as a voting member on any board or committee of the CAPDS that provides day-to-day oversight, policy creation, or determines or influences the selection or appointment process established by the CAPDS.

**Travis County Commissioners Resolution Approving
Capital Area Private Defender Service's Plan of Operation
and Incorporating it into Contract 4400002180**

Recitals

Travis County entered into Contract 4400002180 for the Management of Assigned Counsel with the Capital Area Private Defender Service on September 16, 2014.

Section 3.4 of Contract 4400002180 outlined a written report that would be submitted to Commissioners Court for approval, and when approved, attached to that Contract as Exhibit 2 to Attachment A.

The Capital Area Private Defender Service has provided that written report in the document entitled Plan of Operation; and that Plan of Operation is attached to this Resolution.

The Commissioners Court authorizes Judge Biscoe to execute this Resolution.

Resolution

The Commissioners Court of Travis County approves the attached Plan of Operation and includes it as Exhibit 2 to Attachment A of Contract 4400002180.

Signed and entered this _____ day of October, 2014.

Samuel T. Biscoe
County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 10/28/2014

Prepared By/Phone Number: Nyralin Kline, 4-7807

Elected/Appointed Official/Dept. Head: Tanya Acevedo, 4-8685

Commissioners Court Sponsor: Commissioner Bruce Todd

AGENDA LANGUAGE: Consider and take appropriate action on follow up questions regarding proposed pilot program for Video Conferencing in Commissioners Court

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: A video conferencing pilot that would allow employees to participate in Commissioner Court from an available County facility.

STAFF RECOMMENDATIONS:

Approve proof of concept program in order to validate efficiencies of remote participation technologies.

ISSUES AND OPPORTUNITIES:

- ▶ Allows Travis County employees that work in remote locations to participate in Commissioners Court from locations within the County network reducing travel time to downtown campus allowing for better use of employee time.
- ▶ Contributes to efficiencies in government by opening up other avenues for employees to join Commissioners Court when needed.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Video Conferencing PowerPoint Presentation will be provided to the Judge's office and to media services for presentation by 10/24/2014.

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Acting County Executive for Planning and Budget, 4-9066

Walter LaGrone, Information Technology Services, 4-4890

David Lampl, Information Technology Services, 4-6083



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number: Beverly Evans/854-9522

Elected/Appointed Official/Dept. Head: Rosemary Lehmborg, District Attorney

Commissioners Court Sponsor: Judge Biscoe

*Beverly Evans
for PL*

AGENDA LANGUAGE:

Consider and take appropriate action on the District Attorney's Fiscal Year 2014 Chapter 59 Asset Forfeiture Report.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Chapter 59.06 of the Code of Criminal Procedure requires all law enforcement agencies and attorneys representing the state who receive proceeds or property under this chapter to account for the seizure, receipt and specific expenditure of all such proceeds and property in an audit. The audit is to be performed annually by the Commissioners Court or governing body of a municipality, as appropriate, and completed on a form provided by the Office of the Attorney General.

STAFF RECOMMENDATIONS:

The staff recommends approval.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

The report was audited by the Travis County Auditor's Office.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@traviscountytexas.gov by Tuesdays at 5:00 p.m. for the next week's meeting.



Rosemary Lehmborg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

MEMORANDUM

TO: Travis County Judge and Commissioners

FROM: Beverly Evans, District Attorney's Office *like*

DATE: October 20, 2014

SUBJECT: FY2014 Chapter 59 Asset Forfeiture Report by Attorney Representing the State

The District Attorney's Office requests approval of the FY2014 Chapter 59 Asset Forfeiture Report.

Chapter 59.06 of the Code of Criminal Procedure requires all law enforcement agencies and attorneys representing the state who receive proceeds or property under this chapter to account for the seizure, forfeiture, receipt and specific expenditure of all such proceeds and property in an audit. The audit is to be performed annually by the Commissioners Court or governing body of a municipality, as appropriate, and completed on a form provided by the Office of the Attorney General. The attached report was audited by the Travis County Auditor's Office.

cc: Jennifer Kraber, Assistant County Attorney
David Jungerman, Auditor's Office

**FY 2014
CHAPTER 59 ASSET FORFEITURE REPORT
BY ATTORNEY REPRESENTING THE STATE**

<p>Agency Name: <u>Travis County District Attorney</u></p> <p>Agency Mailing Address: <u>P.O. BOX 1748</u> <u>Austin, Texas 78767</u></p> <p>Phone Number: <u>(512) 854-9400</u></p> <p>County: <u>Travis</u></p> <p>Email Address: <u>district.attorney@traviscountytx.gov</u></p>	<p>Reporting Period: (local fiscal year) <u>09/01/13 to 08/31/14</u></p> <p>example: 09/01/13 to 08/31/14</p> <p>This should be a permanent agency email address</p>
---	--

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$ 821,411
B) Seizures During Reporting Period:	
1) Amount seized by employees of your agency:	-0-
2) Amount seized by other agencies:	\$ 1,921,164
C) Forfeiture Petitions Filed for All Agencies You Represent:	\$ 1,900,836
D) Forfeitures Pending For All Agencies You Represent:	\$ 1,429,319
E) Interest Earned on Seized Funds During Reporting Period:	\$ 464
F) Amount Returned to Defendants/Respondents:	\$ 254,232
G) Amount Transferred to Forfeiture Account:	\$ 378,778
H) Other Reconciliation Items: Non-Filed Seizures (no forfeiture petition filed)	\$ <20,328>
I) Ending Balance: Instructions: Add lines A, B(1), B(2) E and H, subtract lines F and G, put total in line I.	\$ 2,089,701

II. FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$ 964,693
B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement:	
1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement:	657,179
2) Amount forfeited and Received by Your Agency:	\$ 378,778
C) Interest Earned on Forfeited Funds During Reporting Period :	\$ 674

D) Amount Awarded For All Agencies You Represent Pursuant to 59.022 (f)(1):	
1) Amount Awarded and Transferred to all Agencies Pursuant to 59.022 (f)(1):	\$ -0-
2) Amount Awarded and Received by Your Agency Pursuant to 59.022 (f)(1):	\$ -0-
E) Amount Awarded For All Agencies You Represent Pursuant to 59.023(a):	
1) Amount Awarded and Transferred to all Agencies Pursuant to 59.023(a):	\$ -0-
2) Amount Awarded and Received by Your Agency Pursuant to 59.023(a):	\$ -0-
F) Proceeds Received by Your Agency From Sale of Forfeited Property:	\$ -0-
G) Amount Returned to Crime Victims:	\$ -0-
H) Other Reconciliation Items:	\$ -0-
I) Total Expenditures of Forfeited Funds During Reporting Period:	\$ 515,940
J) Ending Balance: Instructions: Add lines A, B(2), C, D(2), E(2), F, and H, subtract lines G and I, place total in line J.	\$ 828,205

III. OTHER PROPERTY

Please Note: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions, etc....	MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	REAL PROPERTY (Count each parcel seized as one item)	COMPUTERS Include computer and attached system components, such as printers and monitors as one item)	FIREARMS (Include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER (Include description)
Pending for all agencies at beginning of reporting period:	-0-				
Seized by your agency during reporting period:	-0-				
New petitions filed for all agencies during reporting period:	4				
Forfeited to your agency during reporting period:	-0-				
Put into service by your agency during reporting period:	-0-				
Pending for all agencies at end of reporting period:	2				

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A) Motor Vehicles:	#
B) Real Property:	#
C) Computers:	#

D)	Firearms:	#
E)	Other:	#
V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY		
A)	Motor Vehicles:	#
B)	Real Property:	#
C)	Computers:	#
D)	Firearms:	#
E)	Other:	#
VI. EXPENDITURES		
A) SALARIES		
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$
2.	Salary Budgeted Solely From Forfeited Funds:	\$ 500,847
3.	Number of Employees Paid Using Forfeiture Funds:	# 11
4.	TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	\$ 500,847
B) OVERTIME		
1.	For Employees Budgeted by Governing Body:	\$
2.	For Employees Budgeted Solely out of Forfeiture Funds:	\$
3.	Number of Employees Paid Using Forfeiture Funds:	#
4.	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	\$ -0-
C) EQUIPMENT		
1.	Vehicles:	\$
2.	Computers:	\$
3.	Firearms, Protective Body Armor, Personal Equipment:	\$
4.	Furniture:	\$
5.	Software:	\$
6.	Maintenance Costs:	\$
7.	Uniforms:	\$
8.	K9 Related Costs:	\$
9.	Visual Aid Equipment for Litigation:	\$
10.	Other (Provide Detail on Additional Sheet): Investigation Equip, Pager Rental	\$ 7445
11.	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$ 7445
D) SUPPLIES		
1.	Office Supplies:	\$

2.	Mobile Phone and Data Account Fees:	\$ 256
3.	Internet:	\$
4.	Legal Library Supplies and Access Fees:	\$
5.	Other (Provide Detail on Additional Sheet) : Web Site Hosting	\$ 87
6.	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:	\$ 343
E)	TRAVEL	
1.	In State Travel	
	a) Transportation:	\$
	b) Meals & Lodging:	\$
	c) Mileage:	\$
	d) Incidental Expenses:	\$
	e) Total In State Travel	\$
2.	Out of State Travel	
	a) Transportation:	\$
	b) Meals & Lodging:	\$
	c) Mileage:	\$
	d) Incidental Expenses:	\$
	e) Total Out of State Travel	\$
3.	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:	\$ -0-
F)	TRAINING	
1.	Fees (Conferences, Seminars):	\$
2.	Materials (Books, CDs, Videos, etc.):	\$
3.	Other (Provide Detail on Additional Sheet): Professional Memberships	\$ 2750
4.	TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS	\$ 2750
G)	INVESTIGATIVE COSTS	
1.	Informant Costs:	\$
2.	Buy Money:	\$
3.	Lab Expenses:	\$
4.	Other (Provide Detail on Additional Sheet) : TWC Investigative Services	\$ 2000
5.	TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ 2000
H)	PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS (pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o) (d-2)):	
1.	Total Prevention/Treatment Programs (pursuant to 59.06(d-3(6)), (h), (j)):	\$
2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	\$

3.	Total Donations (pursuant to Articles 59.06 (d-2)):	\$ -0-
4.	TOTAL PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS (pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o) (d-2)):	\$ -0-
I)	FACILITY COSTS	
1.	Building Purchase:	\$
2.	Lease Payments:	\$
3.	Remodeling:	\$
4.	Maintenance Costs:	\$
5.	Utilities:	\$
6.	Other (Provide Detail on Additional Sheet):	\$
7.	TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$
J)	MISCELLANEOUS FEES	
1.	Court Costs:	\$ <373>
2.	Filing Fees:	\$
3.	Insurance:	\$
4.	Witness Fees (including travel and security):	\$ 2778
5.	Audit Costs and Fees (including audit preparation and professional fees):	\$
6.	State Bar Dues and Legal Association Dues:	\$
7.	Legal Library Supplies and Access Fees:	\$
8.	Other (Provide Detail on Additional Sheet): Victim/Witness Dialogue Service	\$ 150
9.	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:	\$ 2555
K)	PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION:	
1.	Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (a):	\$
2.	Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1):	\$
3.	Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public Safety only):	\$
4.)	Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p):	\$
5)	TOTAL PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:	\$ -0-
L)	TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:	\$ -0-
M)	TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES (provide detailed descriptions on additional sheet(s) and attach to this report):	\$ -0-

N) TOTAL EXPENDITURES:

\$ 515,940

NOTE: BOTH CERTIFICATIONS MUST BE COMPLETED

**AUDITOR / TREASURER / ACCOUNTING PROFESSIONAL / RESPONSIBLE OFFICIAL
CERTIFICATION**

I swear or affirm that the Commissioners Court, City Council or Agency Head (if no governing body) has requested that I conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the information contained in this report is true and correct.

AUDITOR, TREASURER,
ACCOUNTING PROFESSIONAL or
RESPONSIBLE OFFICIAL (Printed
Name):

David Jungerman

TITLE:

Chief Assistant County Auditor I

SIGNATURE:



DATE:

10/17/14

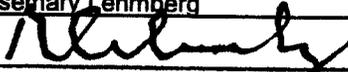
AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

ATTORNEY REPRESENTING THE
STATE (Elected Official) (Printed
Name):

Rosemary Lehmborg

SIGNATURE:



DATE:

10-20-14

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)463-1591
Chapter59AuditReport@texasattorneygeneral.gov

**WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED,
ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.**



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, October 28, 2014

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE APPOINTMENT OF CENTRAL COUNTING STATION PERSONNEL, RECEIVING SUBSTATION PERSONNEL, PRESIDING JUDGE, ALTERNATE PRESIDING JUDGE AND EARLY VOTING BALLOT BOARD MEMBERS AND PRESIDING AND ALTERNATE ELECTION PRECINCT JUDGES FOR THE NOVEMBER 4, 2014 JOINT ELECTIONS FOR THE GENERAL, STATE CONSTITUTIONAL AMENDMENT, AND VARIOUS LOCAL ENTITY ELECTIONS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

ORDER APPOINTING CENTRAL COUNTING STATION PRESIDING JUDGE, ALTERNATE PRESIDING JUDGE, MANAGER, ASSISTANT MANAGER, AND TABULATION SUPERVISOR, RECEIVING SUBSTATION PRESIDING JUDGES, AND EARLY VOTING BALLOT BOARD PRESIDING JUDGE, ALTERNATE PRESIDING JUDGE, AND MEMBERS, INCLUDING ORDER TO FILL EXISTING VACANCIES FOR THE PRESIDING AND ALTERNATE ELECTION PRECINCT JUDGES FOR THE NOVEMBER 4, 2014 JOINT ELECTIONS FOR THE GENERAL, STATE CONSTITUTIONAL AMENDMENT, AND VARIOUS LOCAL ENTITY ELECTIONS.

EXHIBIT A- LIST OF CENTRAL COUNTING STATION PRESIDING JUDGE, ALTERNATE PRESIDING JUDGE, MANAGER, ASSISTANT MANAGER AND TABULATION SUPERVISOR, RECEIVING SUBSTATION PRESIDING JUDGES, AND EARLY VOTING BALLOT BOARD PRESIDING JUDGE, ALTERNATE PRESIDING JUDGE, AND MEMBERS AND A LIST OF PRESIDING AND ALTERNATE ELECTION PRECINCT JUDGES.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**ORDER APPOINTING CENTRAL COUNTING STATION PRESIDING JUDGE,
ALTERNATE PRESIDING JUDGE, MANAGER, ASSISTANT MANAGER, AND
TABULATION SUPERVISOR, RECEIVING SUBSTATION PRESIDING JUDGES,
AND EARLY VOTING BALLOT BOARD PRESIDING JUDGE, ALTERNATE
PRESIDING JUDGE, AND MEMBERS, INCLUDING ORDER TO FILL EXISTING
VACANCIES FOR THE PRESIDING AND ALTERNATE ELECTION PRECINCT
JUDGES FOR THE NOVEMBER 4, 2014 JOINT ELECTIONS FOR THE GENERAL,
STATE CONSTITUTIONAL AMENDMENT, AND VARIOUS LOCAL ENTITY
ELECTIONS**

WHEREAS, pursuant to Section 127.001, Texas Election Code, the Travis County Commissioners Court has established a Central Counting Station for Travis County; and,

WHEREAS, pursuant to Section 127.002, Texas Election Code, the Travis County Commissioners Court shall appoint the Manager of the Central Counting Station; and,

WHEREAS, pursuant to Section 127.003, Texas Election Code, the Travis County Commissioners Court shall appoint a Tabulation Supervisor of the Central Counting Station; and,

WHEREAS, pursuant to Section 127.005, Texas Election Code, the Travis County Commissioners Court shall appoint a Presiding Judge and Alternate Presiding Judge of the Central Counting Station; and,

WHEREAS, pursuant to Section 87.002, Subsection (b), Texas Election Code, the Travis County Commissioners Court shall appoint a Presiding Judge of the Early Voting Ballot Board in the same manner as Presiding Election Judges are appointed under Section 32.002 of the Texas Election Code; and,

WHEREAS, pursuant to Section 32.002, Texas Election Code, the county appointed election judges to serve a two-year term in all its precincts on July 29, 2014. These appointments will end on August 1, 2016. In the meantime, there are vacancies in certain precincts; and,

WHEREAS, pursuant to Section 32.002(e), Texas Election Code, the commissioners court shall fill a vacancy in the position of presiding judge or alternate presiding judge for the remainder of the position's unexpired term; however, because of recent line changes impacted by redistricting, this request to appoint vacancies for election precinct judges and clerks is limited to the November 4, 2014 election only. This same section requires the court to fill the vacancies from a list of names of persons eligible to be an appointee that the county clerk will provide, if names have not been submitted by the chair of the same political party with which the original judge was affiliated or aligned. Attached and incorporated into this order as Exhibit A is the Clerk's list of names.

NOW, THEREFORE, the Travis County Commissioners Court hereby appoints as Presiding Judge, Alternate Presiding Judge, Manager, Assistant Manager, and Tabulation Supervisor of the Central Counting Station, and as Presiding Judges of the Receiving Substations, and as Presiding Judge, Alternate Presiding Judge, and Members of the Early Voting Ballot Board, and the Presiding and Alternate Election Precinct Judges for those vacancies that exist only for the

November 4, 2014 election only, those named individuals so designated in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes, as if fully copied and set forth herein at length.

The Presiding Judge, Alternate Presiding Judge, Manager, Assistant Manager, and Tabulation Supervisor of the Central Counting Station, the Presiding Judges of the Receiving Substations, and the Presiding Judge, the Alternate Presiding Judge, the Members of the Early Voting Ballot Board, and the Presiding and Alternate Election Precinct Judges for those vacancies that exist shall serve in the November 4, 2014 Joint Elections for the General, State Constitutional Amendment, and any local elections that the county is conducting.

The Alternate Presiding Judge of the Central Counting Station shall serve as Presiding Judge of the Central Counting Station if the Presiding Judge appointed hereunder cannot serve in the election. In the alternative, the Alternate Presiding Judge of the Central Counting Station may serve in another position established under Chapter 127, Subchapter A, Texas Election Code.

BE IT SO ORDERED on this, the _____ day of _____, 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

EXHIBIT A

Central Counting Station Personnel

Presiding Judge	Maria Jiminez
Alternate Presiding Judge	Grace Germany
Manager	Michael Winn
Assitant Manager	Michelle Parker
Tabulation Supervisor	Bob Trautman

Receiving Substation Personnel

Anderson High School	Davia Hicks
Covington Middle School	Frank Roberts
Dobie Middle School	Katonya Williams
Travis High School	Alexa Buxkemper

Early Voting Ballot Board Personnel

Presiding Judge	Maria Jiminez
Alternate Presiding Judge	Grace Germany

Republican

Sheila Glass
Diane Fulton
Carla Birk
Sharon Leach
Joy Ann Vostatek
Susan Friedrich
Ramona Callaway Koehl
Vernona Thornton
Helen Hall
Carolyn Isbell
Lauren Isbell
Adam Cahn
James Ritter
Jayent Sheth
Alice Sheth
Emmy McDaniel
Deidre Faye Hebert
Murlene D Johnston
Jennifer McClurg
Claire Smith
Mary Ruth Allison
Mary Eichner
Genie Sorensen
Patricia Dollar
Wanda O'Leary

Democrat

Dale Albright
Gloria Alva
Ronald Ellis
Margaret Ellis
Frederick Fox
Bill Hamilton
Colleen Kain
Viola Lee
Janelle Ligarde
Ramoma Padilla
David Rawlins
Patrice Schexnayder
May Schmidt
Scott Stewart
Kate Whitaker
Bunny Joubert
Cora Hillard
Anna Hearn-Darst
Herman Prager
Jay Stein
Rachel Havens
Theresa Alvarez
Nancy Podio
Caroline Reynolds
Ida Jeppesen

EXHIBIT A Con't

Richard Jacobsen	Margaret Kaylor
Roy Hill	Deborah Johnson
Michael Morris	Vivian Willis
Charlene Morris	Martha Renfroe
Mary Beaver	Judy Hughes
Shirley Brinkman	Kathy Rose-Ray
Glen Hertenberger	Mark Carpenter
Julie Hertenberger	Leonard Baumel
Kay Crawley	Debra Price
Doris Walls	Ann Calvert
	Sam Mehra

Presiding Judge and Alternate Presiding Judge

Precinct	Position	First Name
102	Presiding Judge	Eloise Brooks
106	Presiding Judge	Thomas West
107	Alternate Presiding Judge	Marilyn Samuelson
109	Alternate Presiding Judge	James Binneboese
110	Presiding Judge	Alma Dames
112	Presiding Judge	Robert Vitray
112	Alternate Presiding Judge	Carolyn Rolan
117	Alternate Presiding Judge	Vernona Thornton
122	Alternate Presiding Judge	Bertha Scott
123	Presiding Judge	Barbara Egliht
123	Alternate Presiding Judge	Sonya Hicks
124	Alternate Presiding Judge	Luz Escoto
126	Alternate Presiding Judge	Emma Stanley
132	Alternate Presiding Judge	Evelyn Odem
133	Alternate Presiding Judge	Rose Heard
135	Alternate Presiding Judge	Theresa Ali
136	Presiding Judge	Brian Looman
136	Alternate Presiding Judge	Abby Grant
137	Alternate Presiding Judge	Emmy McDaniel
139	Alternate Presiding Judge	Bonnie Patton
142	Alternate Presiding Judge	Mary Guerrero
148	Presiding Judge	Barbara McCracken
148	Alternate Presiding Judge	Ervin Jackson
149	Alternate Presiding Judge	Rose Hampton
150	Alternate Presiding Judge	Larry Ivy
151	Alternate Presiding Judge	Hayward Bethel
152	Alternate Presiding Judge	Ursela Carter
152	Presiding Judge	Emma Jacobs
152	Alternate Presiding Judge	Joel Irby
153	Presiding Judge	Walter Horton

EXHIBIT A Con't

153	Alternate Presiding Judge	Peggy Horton
154	Alternate Presiding Judge	Neomi Delgado
164	Alternate Presiding Judge	Mary O'Brien
200	Presiding Judge	Paul DeLaRosa
200	Alternate Presiding Judge	Teresa Aleman
202	Presiding Judge	Dana Bartholomew
203	Presiding Judge	Annie Behrens
203	Alternate Presiding Judge	Eloise Foster
210	Alternate Presiding Judge	Michael Coroso
211	Presiding Judge	Ronald Rector
214	Alternate Presiding Judge	Toland Johnson
216	Presiding Judge	Elpidio Buantello
216	Alternate Presiding Judge	Janice Roling
217	Presiding Judge	Shanta Odu
217	Alternate Presiding Judge	Herbert Adams
221	Presiding Judge	William Walker
225	Alternate Presiding Judge	Mary Lado
231	Presiding Judge	Joseph Oliveri
232	Presiding Judge	Brad Ellis
232	Alternate Presiding Judge	Janis Snead
233	Alternate Presiding Judge	Ben Carsow
234	Alternate Presiding Judge	Richard Coppola
237	Presiding Judge	Louis Hornung
237	Alternate Presiding Judge	Sylvia Huntsman
240	Presiding Judge	Joan Brook
240	Alternate Presiding Judge	Betty Blomquist
242	Presiding Judge	Jack Porter
242	Alternate Presiding Judge	Laura Humphrey
243	Alternate Presiding Judge	Frank Jennings
244	Presiding Judge	Steve Martin
244	Alternate Presiding Judge	Lynn Taylor
245	Alternate Presiding Judge	Rajnikant Patel
246	Presiding Judge	Martha Renfroe
246	Alternate Presiding Judge	Paul McClain
248	Presiding Judge	Scott Keyes
250	Alternate Presiding Judge	Thomas Kozy
253	Presiding Judge	Laurie Najjar
254	Presiding Judge	Bernie Young
256	Presiding Judge	James Thomas
256	Alternate Presiding Judge	Gloria Rogers
258	Alternate Presiding Judge	Zenobia Joseph
259	Alternate Presiding Judge	Richard White
260	Alternate Presiding Judge	Sean Price
268	Alternate Presiding Judge	Dolores Rumpf
273	Presiding Judge	Robert Guerra

EXHIBIT A Con't

273	Alternate Presiding Judge	Melissa Cooper
275	Presiding Judge	Kate Graham
275	Alternate Presiding Judge	Raquel Pineda
301	Alternate Presiding Judge	Teresa Baird
303	Alternate Presiding Judge	Walter Hill
304	Presiding Judge	Sharon Dismore
310	Alternate Presiding Judge	Lori Decker
311	Presiding Judge	Helen Garman
311	Alternate Presiding Judge	Jacqueline Bailey
314	Presiding Judge	Claire Smith
314	Alternate Presiding Judge	Irene Cameron
315	Alternate Presiding Judge	Velena White
317	Presiding Judge	Loyal Freeman
317	Alternate Presiding Judge	Rise Blackwell
319	Presiding Judge	Doris Law
319	Alternate Presiding Judge	Jan Hanz
320	Presiding Judge	Sharon Williams
320	Alternate Presiding Judge	John Dolliver
323	Presiding Judge	William Lutz
323	Alternate Presiding Judge	Louis Strubble
323	Presiding Judge	Richard Jacobsen
323	Alternate Presiding Judge	Gayle Ashley
324	Presiding Judge	Jo Ann Richmond
324	Alternate Presiding Judge	Jean Dowdy
326	Presiding Judge	Linda Becker
327	Alternate Presiding Judge	Kandis Hoover
329	Alternate Presiding Judge	Virginia Gregory
330	Presiding Judge	Becky Stone
331	Alternate Presiding Judge	Lori Snider
332	Presiding Judge	Kelton Dillard
332	Alternate Presiding Judge	Steven Labinski
333	Presiding Judge	Tamika Estes
333	Alternate Presiding Judge	Sylvia Ward
334	Presiding Judge	Kathleen Manning
334	Alternate Presiding Judge	Laurey Boyd
336	Presiding Judge	Daniel Sieczkowski
338	Alternate Presiding Judge	Byron Gifford
339	Presiding Judge	William Stephens
339	Alternate Presiding Judge	Marilyn Stephens
343	Alternate Presiding Judge	Mary Childs
344	Presiding Judge	Leslie Wimberly
344	Alternate Presiding Judge	Esther Scott
347	Presiding Judge	Linda Stewart
349	Alternate Presiding Judge	Tina Haggard
350	Presiding Judge	Rosa Hatfield

EXHIBIT A Con't

350	Alternate Presiding Judge	Paulette Hendrix
351	Presiding Judge	Julie Hertenberger
351	Alternate Presiding Judge	Lole Nunez
351	Presiding Judge	Herminia Salinas
351	Alternate Presiding Judge	Rita Harris
354	Presiding Judge	Alice Bell
358	Alternate Presiding Judge	Donna Peddie
359	Presiding Judge	James Coney
360	Presiding Judge	Charlotte Maxwell
360	Alternate Presiding Judge	Antonio Ronquillo
363	Presiding Judge	Barbara Whitlock
363	Alternate Presiding Judge	Donald Redmon
364	Presiding Judge	Barbara Harris
364	Alternate Presiding Judge	Diane Morrisett
365	Alternate Presiding Judge	Terry Dorsey
366	Presiding Judge	Catherine Crossland
367	Presiding Judge	Marcy Salazar
367	Alternate Presiding Judge	Shirley Tignor
370	Presiding Judge	Mary Delaware
372	Presiding Judge	Patricia Wilkinson
375	Presiding Judge	Calvin Rogers
401	Presiding Judge	Daniel Biering
401	Alternate Presiding Judge	Gricelda Diaz
402	Alternate Presiding Judge	Sandra Alvarez
403	Alternate Presiding Judge	Martin Alonzo
404	Alternate Presiding Judge	Pam Williams
405	Presiding Judge	Jorita Wegner
405	Alternate Presiding Judge	Lula Coleman
407	Presiding Judge	Linda Klemett
409	Alternate Presiding Judge	Jacob Acosta
410	Alternate Presiding Judge	April Vuorijarvi
414	Alternate Presiding Judge	Tamara Miller
415	Presiding Judge	Shirley Howe
416	Presiding Judge	Michael Brooks
416	Alternate Presiding Judge	Olivia Morales
421	Alternate Presiding Judge	Mariana Maduell
422	Presiding Judge	Vanessa Martin
422	Alternate Presiding Judge	Rebecca Turrubiarte
423	Presiding Judge	Brittany McIntyre
423	Alternate Presiding Judge	Anita Redix
424	Presiding Judge	Rothko Hauschildt
424	Alternate Presiding Judge	Debra Frehrenkamp
424	Alternate Presiding Judge	Agapita Limon
426	Presiding Judge	Mario Carathers
426	Alternate Presiding Judge	Vincent West

EXHIBIT A Con't

426	Presiding Judge	Evelyn Herbert
426	Alternate Presiding Judge	Armisha Gibson-Williams
429	Alternate Presiding Judge	Steven Heath
431	Alternate Presiding Judge	Bonnie Wences
433	Presiding Judge	Mel Landers
433	Alternate Presiding Judge	Susan Geller
435	Presiding Judge	James Klier
437	Alternate Presiding Judge	Deanna Dicuffa
439	Presiding Judge	Rachel Forti
439	Alternate Presiding Judge	Marco Ramirez
440	Presiding Judge	Tina Gipson
440	Alternate Presiding Judge	Deborah Simmons
441	Presiding Judge	Magdalena Rodriguez
441	Alternate Presiding Judge	Kristen Kelly
441	Alternate Presiding Judge	Frances Castilleja
443	Alternate Presiding Judge	Helen Haas
446	Alternate Presiding Judge	Maria Flores
447	Alternate Presiding Judge	Dorothy Ruhl
448	Presiding Judge	George Reyna
450	Presiding Judge	Jesse Aleman Jr.
450	Alternate Presiding Judge	Lee Innmon
451	Presiding Judge	Ola Freeman
452	Presiding Judge	Sarah Speck
452	Alternate Presiding Judge	Richard Quinonez
454	Presiding Judge	Tracy Smith
454	Alternate Presiding Judge	Andrea Maxwell
460	Alternate Presiding Judge	Nancy Paine
461	Alternate Presiding Judge	Beverly Deutsch
463	Presiding Judge	Ellien Navarro
463	Alternate Presiding Judge	Diana Garcia



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number: Sherine Thomas, 854-9513

Elected/Appointed Official/Dept. Head: David A. Escamilla

Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE:

RECEIVE BRIEFING FROM OUTSIDE COUNSEL AND TAKE APPROPRIATE ACTION REGARDING *STEVEN BRAND V. TRAVIS COUNTY*; CAUSE NO. 1:14-CV-00658-LY. (EXECUTIVE SESSION PURSUANT TO GOV'T. CODE sec. 551.071, CONSULTATION WITH ATTORNEY).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: September 23, 2014

Prepared By/Phone Number: Elizabeth Montgomery, 512-854-3124

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE: Receive briefing and authorize County Attorney to enter into contract for expert study and witness for tax challenge. (Executive Session pursuant to Gov't Code Ann. 551.071).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A

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