DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

October 21, 2003

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**FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION**

Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**
MEMORANDUM

TO: COMMISSIONERS' COURT

FROM: Betty Culbreath, Director
Health and Human Services Department

DATE: October 21, 2003

SUBJECT: AMENDMENT AND EXTENSION TO THE PROFESSIONAL SERVICES CONTRACT WITH SCHLUMBERGERSEMA, INC.

BACKGROUND

On September 23, 2003, the Commissioners Court approved the Texas Department of Health contract Attachment No. 16B: Immunization Division - Local, which provides contractual funds for Dallas County Health and Human Services (DCHHS) to contract with the Dallas County IT vendor. DCHHS is requesting approval to extend the professional contract with SchlumbergerSema, Inc. to provide (1) one LAN/WAN administrator. The new effective date of the SchlumbergerSema contract will be from September 1, 2003 to December 31, 2003.

OPERATIONAL IMPACT

There is no operational impact to Dallas County.

FINANCIAL IMPACT

There is no financial impact to Dallas County. The funding is being provided by the TDH Immunization Local grant. SchlumbergerSema, Inc. agrees to provide (1) one LAN/WAN administrator to provide technical support for Immunization, ICES/TWICES, Housing, STD and TB divisions at a cost not to exceed $12,780.00.

LEGAL IMPACT

The County Judge is required to sign the agreement after approval by the Commissioners Court. The District Attorney’s Office, Civil Section has reviewed and modified the contract content and the contract has been approved as to form.
RECOMMENDATION

It is recommended that the Dallas County Commissioners Court does hereby approve extending the professional services contract with SchlumbergerSema, Inc. to provide (1) one LAN/WAN administrator, and authorize the County Judge to sign the Agreement on behalf of Dallas County.

Recommended by: Betty Culbreath, Director

C: J. Allen Clemson, Court Administrator
   Virginia Porter, Auditor’s Office
   Ryan Brown, Budget Officer
STATE OF TEXAS

COUNTY OF DALLAS

PROFESSIONAL SERVICES

AGREEMENT NO. 16 BETWEEN

DALLAS COUNTY ON BEHALF

OF DALLAS COUNTY HEALTH AND

HUMAN SERVICES, AND

SCHLUMBERGERSEMA, INC.

AMENDMENT AND EXTENSION AGREEMENT

This Agreement is made by and between Dallas County, Texas ("County"), on behalf of Dallas County Health and Human Services, and SchlumbergerSema, Inc. ("Service Provider").

Whereas, County and Service Provider ("the Parties") executed Professional Services Agreement No. 16 ("Original Agreement") concerning Dallas County Health and Human Services on June 10, 2003, Commissioners Court Order No. 2003-1013; and

Whereas, the Original Agreement was effective from September 1, 2002 until August 31, 2003.

NOW THEREFORE, County and Service Provider agree as follows:

It is agreed by the Parties that the Original Agreement is hereby extended for a period of four (4) months beginning September 1, 2003 and ending December 31, 2003 at a cost of Twelve Thousand Seven Hundred Eighty Dollars and 00/100 ($12,780.00).

The Parties hereby adopt and reaffirm the terms and conditions of the Original Agreement which is incorporated by reference as if fully set forth.

The individuals signing below on behalf of the parties represent and warrant that each has the authority to bind his/her respective party to the terms of this Amendment and Extension.

EXECUTED THIS THE ____________ DAY OF __________________, 2003.

DALLAS COUNTY:

BY: Margaret Keliher
    Dallas County Judge

SERVICE PROVIDED:

BY: SchlumbergerSema, Inc.

Approved as to form:

BY: Janet Ferguson
    Chief, Civil Section
STATE OF TEXAS § PROFESSIONAL SERVICES AGREEMENT
§ NO. 16 BETWEEN DALLAS COUNTY, ON
§ BEHALF OF DALLAS COUNTY HEALTH
§ AND HUMAN SERVICES, AND
COUNTY OF DALLAS § SCHLUMBERGERSEMA, INC.

1. PARTIES

Whereas, This Professional Services Agreement No. 16 ("Agreement 16") is entered into by and between Dallas County ("County") and SchlumbergerSema, Inc. ("Service Provider"), a Delaware corporation, and is expressly incorporated by reference to that Master Information Technology Services Agreement ("Master Agreement") executed between County and Service Provider on May 21, 2002.

Whereas, the County is represented by and through the Dallas County Health and Human Services ("DCHHS"), a governmental entity, in this Agreement 16; and

Whereas, DCHHS desires, for the preservation and protection of the County's public health and safety, to have the abilities to secure, survey, collect, manipulate and immediately exchange critical health data (including but not limited to information relating to contacts, laboratories, clinics, and personnel) between DCHHS and its public health partners (including but not limited to DCHHS personnel, business associates, clinical partners, public health agencies, relevant laboratories, as well as appropriate city, state and federal programs or agencies); and

Whereas, Service Provider has the resources and knowledge to support the operations of the ICES/TWICES System ("System") in order to ensure day to day operation and maintenance of the System, to achieve DCHHS’ goals of securing, surveying, managing, collecting and immediately exchanging critical health data.

Now therefore, this Agreement 16 is entered into by and between the County, for DCHHS, and the Service Provider, pursuant to Part II, Section B, Provision 8 on page 9 of the Master Agreement that allows Service Provider to add new services, and pursuant to the authorization of Government Code Sections 2254.002 and 2254.003, for services relating to the ICES/TWICES System for the security, collection, management and immediate exchange of critical health data between DCHHS and its public health partners.

2. DCHHS’ RESPONSIBILITIES

Conditional upon full funding from the Texas Department of Health (TDH), DCHHS shall be responsible for the following:

A. Acquiring all the necessary hardware and software for this project;

B. Providing to Service Provider access to available documentation, essential subject matter material and resources (including personnel for purposes of interviews and audits, facilities, workspace, desk phones, as well as appropriate secured areas) to collect relevant information
needed to assess and complete project tasks;

C. Assigning appropriate personnel, including data analyst, entry personnel, system administration personnel, subject matter experts, who will cooperate and use reasonable efforts to assist Service Provider;

D. Assigning a DCHHS Contact Person with overall responsibility for the project, who will act as Service Provider’s primary contact and who will have the decision-making authority regarding day to day management as well as have immediate access to all decision-makers;

E. Developing a time line for the completion of the tasks/deliverables to be performed by Service Provider.

3. SERVICES TO BE PERFORMED BY SERVICE PROVIDER

A. Service Provider shall provide a qualified local and/or wide area computer network (LAN/WAN) administrator who will also manage and migrate the proposed System for DCHHS (“Coordinator”);

1. The Coordinator shall have the following minimum qualifications:

   a) Education and experience equivalent to a Bachelor’s degree from an accredited college or university in computer science or in a job related field of study;

   b) Two (2) years experience in computer network administration and systems applications and analysis;

   c) Appropriate knowledge of and skill in (including but not limited to):

      i. Network design concepts,

      ii. Troubleshooting techniques on computer hardware and software,

      iii. Client/server system concepts,

      iv. Installing and configuring of computer equipment,

      v. Analyzing, diagnosing, and resolving software and hardware problems and their interrelationships,

      vi. Communicating orally and in writing with all levels of people on both general administrative and technical levels, and

      vii. Evaluating and making recommendations on communications service
options;

B. Service Provider shall coordinate with the DCHHS Contact Person to review the performance of the Coordinator on a Quarterly basis;

C. Service Provider shall provide technical support for the following groups within DCHHS: Housing, STD and TB;

D. Service Provider may, in addition, also perform reasonably related tasks/deliverables that are mutually agreed upon by both DCHHS and Service Provider;

E. Service Provider shall provide technical support for the following specifications of the System:

1. ICES, which is the program in current use;

2. The new program “TWICES,” which may require the purchase of additional network equipment, network cabling, and additional or upgraded access to the Internet;

3. Migration of the ICES system to the TWICES system;

4. Coordinate on behalf of DCHHS as Contact Administrator for administering and supporting various functions of ICES/TWICES as well as assess and maintain hardware needs and provide support of the local network infrastructure.

F. Service Provider shall provide appropriate levels of twenty-four hour day and seven-day week (24/7) Service Desk and hardware and software support as the system becomes operational and as outlined in the Master Agreement.

4. TERM

The term of this Agreement 16 shall be conditional on full funding from TDH.

This Agreement 16 shall begin September 01, 2003 and end December 31, 2003.

The Agreement 16 may be renewed annually for the next four (4) years upon mutual agreement. The Agreement 16 shall terminate at the earlier of the end of five (5) years, August 31, 2007, or at the time full or partial funding from TDH is discontinued.

In the event that the funding from TDH is reduced, the parties may enter into another Agreement based on the reduced funding.
5. TERMS AND CONDITIONS OF PAYMENT

Notwithstanding any provision contained in this Agreement 16, and subject to availability of full funding from TDH, County agrees to compensate Service Provider for each month during the original term and any extension thereto on a monthly basis at the monthly pro-rated amount of Three Thousand One Hundred Ninety - Five Dollars and 00/100 ($3,195.00); for a total not-to-exceed the amount of Twelve Thousand Seven Hundred Eighty Dollars and 00/100 ($12,780.00). Service for a partial month shall be pro-rated on a daily basis.

6. HIPAA

A. Definitions:

Service Provider is considered a “business associate” of the County under the Health Care Portability and Accountability Act of 1996, Pub. L. No. 104-191. The terms used, but not otherwise defined, in this section shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information, or the Privacy Rule at 45 C.F.R. Parts 160, 162 and 164.

B. Obligations and Activities of Service Provider under HIPAA

1. Service Provider agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement 16 or as Required By Law.

2. Service Provider agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement 16.

3. Service Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Service Provider of a use or disclosure of Protected Health Information by Service Provider in violation of the requirements of this Agreement 16.

4. Service Provider agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement 16 of which it becomes aware.

5. Service Provider agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Service Provider on behalf of County agrees to the same restrictions and conditions that apply through this Agreement 16 to Service Provider with respect to such information.

6. Service Provider agrees to provide access, at the request of County, and in a timely manner, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45
7. Service Provider agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that County directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of County or an Individual, and in a timely manner.

8. Service Provider agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Service Provider on behalf of County available to County, or an authorized representative of the County, or to the Secretary, in a timely manner or designated by the Secretary, for purposes of the Secretary determining County’s compliance with the Privacy Rule.

9. Service Provider agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

10. Service Provider agrees to provide to County or an Individual, in a timely manner, information collected in accordance with this Agreement 16, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. Permitted Uses and Disclosures by Service Provider

1. General Use and Disclosure Provision: Except as otherwise limited in this Agreement 16, Service Provider may use or disclose Protected Health Information on behalf of, or to provide services to, County for the purposes as provided in this Agreement 16, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by County or the minimum necessary policies and procedures of County.

2. Specific Use and Disclosure Provisions:

a) Except as otherwise limited in this Agreement 16, Service Provider may use Protected Health Information for the proper management and administration of the Service Provider or to carry out the legal responsibilities of the Service Provider.

b) Except as otherwise limited in this Agreement 16, Service Provider may disclose Protected Health Information for the proper management and administration of the Service Provider, provided that disclosures are Required By Law, or Service Provider obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it
was disclosed to the person, and the person notifies the Service Provider of any instances of which it is aware in which the confidentiality of the information has been breached.

c) Except as otherwise limited in this Agreement 16, Service Provider may use Protected Health Information to provide Data Aggregation services to County as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

d) Service Provider may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

D. Obligations of County

1. County shall notify Service Provider of any limitation(s) in its notice of privacy practices of County in accordance with 42 C.F.R. § 164.520, to the extent that such limitation may affect Service Provider's use or disclosure of Protected Health Information.

2. County shall notify Service Provider of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes that such changes may affect Service Provider's use or disclosure of Protected Health Information.

3. County shall notify Service Provider of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Service Provider's use or disclosure of Protected Health Information.

E. Permissible Requests by COUNTY:

County shall not request Service Provider to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, except that Service Provider may use and disclose protected health information for data aggregation and management and administrative activities of Service Provider as provided in this Agreement 16.

F. Term and Termination

1. Term. The Term of this Agreement 16 shall be effective as of April 14, 2003, and shall terminate when all of the Protected Health Information provided by County to Service Provider, or created or received by Service Provider on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon County's knowledge of a material breach by Service Provider, County shall either:
   
a) Provide an opportunity for Service Provider to cure the breach or end the violation and terminate this Agreement 16 if Service Provider does not cure the breach or end the violation within the time specified by County;

   b) Immediately terminate this Agreement 16 if Service Provider has breached a material term of this Agreement 16 and cure is not possible; or

   c) If neither termination nor cure is feasible, County shall report the violation to the Secretary.

3) Effect of Termination.
   
a) Except as provided in paragraph (2) of this section, upon termination of this Agreement 16, for any reason, Service Provider shall return or destroy all Protected Health Information received from County, or created or received by Service Provider on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Service Provider. Service Provider shall retain no copy of the Protected Health Information.

   b) In the event that Service Provider determines that returning or destroying the Protected Health Information is infeasible, Service Provider shall provide to County notification of the conditions that make return or destruction infeasible. Service Provider shall extend the protections of this Agreement 16 to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Service Provider maintains such Protected Health Information.

G. Miscellaneous

1. Regulatory References. A reference in this Agreement 16 to a section in the Privacy Rule means the section as in effect or as amended.

2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement 16 from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

3. Survival. The respective rights and obligations of Service Provider under this Agreement 16 shall survive the termination of this Agreement 16.
4. **Interpretation.** Any ambiguity in this Agreement 16 shall be resolved to permit County to comply with the Privacy Rule.

EXECUTED THIS _______________ DAY OF ___________________________ 2003.

COUNTY: ________________________  

BY: Margaret Keliher  
    * Dallas County Judge  

SERVICE PROVIDER: ____________________________

BY: SchlumbergerSema, Inc.

RECOMMENDED: ____________________________

BY: Betty Culbreath, Director  
    Dallas County Health & Human Svcs.

*APPROVED AS TO FORM: ____________________________

BY: Janet R. Ferguson  
    Chief, Civil Section  
    Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
TO: The Honorable Commissioners Court
FROM: Gloria Reyes, Buyer
SUBJECT: SOFTWARE MAINTENANCE AGREEMENT WITH VISION AIR FOR DALLAS COUNTY SHERIFF’S DEPARTMENT

BACKGROUND/ISSUE
The Dallas County Sheriff’s Department has submitted a request for renewal of the annual software maintenance agreement with Vision Air for their Computer Aided Dispatch (CAD), Records Management System (RMS) and Mobile Data Computer (MDC) System.

The CAD/RMS/MDC system was originally awarded and purchased in January 1999 from Vision Software (Court Order #99-080). Due to the fact that the software has been established as proprietary and is copyright protected, only Vision Software can furnish maintenance and support services to the licensed software.

FINANCIAL IMPACT
The total estimated expenditures for Fiscal Year 2004 would be $73,477.11 for software maintenance and support services and is available in the Sheriff’s Department General Fund.

RECOMMENDATION
Texas Local Government code 262.024(a)(7)(A) authorizes an exemption to items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies. Therefore, it is recommended that the Dallas Commissioners Court approve the maintenance and support services agreement with Vision Software (Vision Air) for FY2004 and subsequent years as long as this software maintenance package is required and is considered a sole source product.

Should the Court concur with this recommendation, a Court Order will be scheduled for the next formal agenda.

Recommended for Approval:

Phillip J. Vasquez, Purchasing Director/grr
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: October 15, 2003
To: Members of Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D., Director
Subject: Medical Benefit Stop Loss Insurance

Background
The renewal for stoploss insurance for Dallas County’s self-insured medical benefits is due January 1, 2004. Currently, the County has a specific deductible of $275,000 per claim with an aggregate deductible of $165,000. Maintaining these deductible amounts for 2004 would increase the premium an estimated 9.5% as shown in Option 1 of the Attachment. Electing higher specific deductibles, as shown in Options 2 and 3, can negate this increase. However, the selection of higher deductibles may expose the County to greater expense if claims reach beyond the current deductible level. The County’s five-year history of premium and stop loss reimbursement is shown in the following chart.

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>1999</th>
<th>2000</th>
<th>2001</th>
<th>2002</th>
<th>2003 (to 10/03)</th>
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<td>Premium</td>
<td>$185,569</td>
<td>$242,613</td>
<td>$359,409</td>
<td>$338,404</td>
<td>$352,530</td>
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<td>Stop Loss Receipt</td>
<td>$146,411</td>
<td>$167,206</td>
<td>$628,767</td>
<td>$18,924</td>
<td>$0</td>
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</table>

This year’s claims experience suggests one claim will exceed our current deductible and two others will approach the deductible. It appears unlikely that this year’s stop loss receipts will exceed the difference in premium offered by increasing the stop loss specific deductible for Plan Year 2004 to $300,000 per claim and lowering the aggregate stop loss deductible to $155,000. As previously discussed, selecting a higher specific stop loss deductible and lower aggregate deductible (Option 2 or 3 in the Attachment) can produce an annual premium estimated to be $76,705 to $138,380 less than that produced by maintaining the current deductible levels (Option 1 in the Attachment). Selecting Option 2 or Option 3 lowers the County’s annual premium for stop loss insurance by 4.7 or 16.1%.

Impact on Operations
None anticipated

Financial Impact
The stoploss insurance will limit the County’s financial loss exposure in its self-insured medical benefit programs. The estimated $516,207 premium for Option 2 in the Attachment is budgeted in, and will be paid from, the Benefit Trust.
Recommendation
Based on previous discussions, the Human Resources/Civil Service Department recommends Commissioners Court approve the renewal of the stop loss insurance for the County’s self-insured Medical Benefits Program with a $300,000 deductible per claim and a specific aggregate deductible of $155,000, and authorize the County Judge to sign the renewal application and contract on behalf of the County.

Recommended by:  
Mattie Maudlin-Taylor, Ph.D.

Attachment
### Dallas County - AGGREGATING SPECIFIC DEDUCTIBLE

<table>
<thead>
<tr>
<th></th>
<th>Current 2003 - $275,000 Deductible</th>
<th>Option 1 2004 - No Change to Deductibles $275,000 Deductible</th>
<th>% over 2003</th>
<th>Option 2 2004 - $300,000 Deductible</th>
<th>% over 2003</th>
<th>Option 3 2003- $325,000 Deductible</th>
<th>% over 2003</th>
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<tr>
<td><strong>Specific Coverage</strong></td>
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<tr>
<td>EE Eligibility Census 8/01</td>
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<td><strong>Specific Deductible</strong></td>
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<td>$300,000</td>
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<tr>
<td>Composite Specific Rate</td>
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<td>$10.44</td>
<td>9.9%</td>
<td>$8.96</td>
<td>-5.7%</td>
<td>$7.77</td>
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<td><strong>Aggregating Specific Deductible</strong></td>
<td>$165,000</td>
<td>$181,000</td>
<td>$155,000</td>
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<td>Annual Specific Premium at 8/01</td>
<td>$492,366</td>
<td>$541,084</td>
<td>9.9%</td>
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<td>$402,704</td>
<td>-18.2%</td>
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<td>Elig Census</td>
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<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
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<td>Specific Lifetime Maximum(per person)</td>
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<td><strong>Aggregate Coverage</strong></td>
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<tr>
<td>*Aggregate Composite Factor</td>
<td>$710.37</td>
<td>$751.56</td>
<td>5.8%</td>
<td>$759.08</td>
<td>6.9%</td>
<td>$766.67</td>
<td>7.9%</td>
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<tr>
<td>Aggregate Rate Per EE</td>
<td>$0.95</td>
<td>$1.00</td>
<td>5.3%</td>
<td>$1.00</td>
<td>5.3%</td>
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<td>5.3%</td>
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<td><strong>Minimum Attachment Point at 8/01</strong></td>
<td>$36,817,056</td>
<td>$38,951,852</td>
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<tr>
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<tr>
<td>Maximum Reimbursement</td>
<td>$49,237</td>
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<tr>
<td>Annual Aggregate Premium at 8/01</td>
<td>$541,603</td>
<td>$592,912</td>
<td>9.5%</td>
<td>$516,207</td>
<td>-4.7%</td>
<td>$454,532</td>
<td>-16.1%</td>
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<td>Total Specific+Aggregate Premium Annualized</td>
<td>$45,134</td>
<td>$49,409</td>
<td>9.5%</td>
<td>$43,017</td>
<td>-4.7%</td>
<td>$37,878</td>
<td>-16.1%</td>
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<tr>
<td><strong>Total Specific+Aggregate Premium Monthly</strong></td>
<td>$45,134</td>
<td>$49,409</td>
<td>9.5%</td>
<td>$43,017</td>
<td>-4.7%</td>
<td>$37,878</td>
<td>-16.1%</td>
</tr>
</tbody>
</table>

All coverage basis is 12/15; rates and quote subject to claims activity thru 12/31

**Minimum Attachment Point is 12 x the aggregate monthly factor x # of covered units based on effective date actual enrollment. (1/1/04)**
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: October 15, 2003

To: Members of the Commissioners Court

From: Mattye Mauldin Taylor, Ph.D., Director

Subject: Policy Exception – Public Works
Compensation for New Hire at the Maximum of the Structure Range

Background
Donald Holzwarth, P.E., Director of the Public Works Department, requests authorization to compensate a potential candidate for the position of Field Survey Technician, grade FM, at $55,446.96 per year. This salary is above the maximum in-hire rate of $44,360.04 and is the maximum for the range of this job title. In accordance with the Dallas County Code, Section 86-134, the Human Resources/Civil Service Department can approve starting salaries up to the maximum in-hire rate. Any salary requests above this rate must be approved in advance by Commissioners Court.

The position posted on August 19, 2003. It was advertised in the Dallas Morning News and The Texas Surveyor and on various websites, including sites specific to the field. These efforts resulted in the recruiting of seven applicants, with only this candidate having the relevant experience and certification.

Impact on Operations
The Public Works Department states that the failure to hire a potential applicant may further delay projects and increase consulting costs.

Financial Impact
The additional financial impact is $12,877.45 plus benefits.

Recommendation
The current Dallas County Code does not allow approval of this request because it does not comply with Section 86-134 of the Dallas County Code regarding maximum hiring rates. However, the Human Resources/Civil Service Department respectfully submits this request to Commissioners Court for further consideration.

Recommended by: Mattye Mauldin-Taylor, Ph.D.

Attachment:

509 Main Street
Records Building
Dallas, Texas
Equal Opportunity Employer
214.653.7638
MEMORANDUM

DATE: October 13, 2003

TO: Mattye Mauldin-Taylor, Ph.D., Director of Human Resources

FROM: Donald R. Holzwarth, P.E., Director of Public Works

SUBJECT:

Based on statements of education, experience and being licensed by the State of Texas as a Registered Professional Land Surveyor (RPLS), we are requesting to offer the position of Field Survey Technician (Party Chief, RPLS) at an annual salary of $55,446.91.

In June 2002, we requested authorization to compensate either of two candidates for the Field Survey Technician position at a salary of $53,832 (with the 3% structure increase, this amount is now $55,446.96). was one of these individuals. This request was approved by the Commissioners Court under your recommendations due to the inability to get qualified applicants for this position. Attached is the briefing information for your use.

Both candidates had to meet the residency requirements and, with Commissioners Court approval, previously selected candidate was given one year to comply. However, due to family constraints and our inability to offer him a higher salary, the previous employee decided to remain outside the county. Therefore, his employment was terminated after the one-year was up. has since moved within Dallas County and is now employed making an amount of $55,000 annually.

As mentioned, this position is crucial in accomplishing the survey requirements for many in-house and Countywide projects. In order to minimize any impact to projects it is imperative that this position be filled as soon as possible. Therefore your assistance in this matter is appreciated.

We also request your assistance in getting this position classified correctly to reflect the recent legislative change impacting RPLS certificates requirements that now include a 4-year degree. As we predicted, we have not been able to attract and retain qualified RPLS surveyors at the currently approved grade.

[Signature]

Don Holzwarth, P.E., Director

xc: Urmit B. Graham, Human Resource Compensation Analyst
MEMORANDUM

TO: Commissioners Court

THROUGH: Jim Barrett, Assistant Director
          Facilities Management

FROM: Ed Bailey
      Facilities / Space Planner

SUBJECT: FCCB/LSJC Parking Facility
         Venture Parking
         2004 Operating Budget

BACKGROUND

Dallas County entered into a five year Management Services Contract with Venture Parking by Court Order No. 99-1913 dated October 5, 1999. This is a five-year contract, which began on November 1, 1999 and ends October 31, 2004. The contract provides for the reimbursement of approved expenses based on an annual operating budget approved by the Commissioners Court. As required by the contract, the attached 2004 Annual Operating Budget has been submitted for approval. Venture is entering the fifth and final year of the contract and has thus far performed the management function in a satisfactory manner.

Venture Parking has presented their proposed 2004 budget of $337,491.39, which represents an increase of $34,221.10, or 11.3% as compared to the 2003 budget of $303,270.29.

The purpose of this briefing is to present to Commissioners Court the proposed Annual Operating Budget submitted by Venture Parking for approval.
IMPACT ON OPERATIONS/FINANCIAL

Gross revenues for FY2004 are estimated at $1,719,559 as compared to FY2003 gross revenues of $1,446,205, an increase of $273,354 or 19%. The majority of this increase is attributed to the parking rate increase, which was approved by Commissioners Court that went into effect on July 1, 2003.

As indicated, Venture proposed budget for FY2004 in the amount of $337,491.39 is a $34,221.10 increase or 11.3% compared to the FY2003 budget of $303,270.29. The majority of this increase is based on:

1. Adding $17,000 to the budget to power wash Garages "C" and "D"

2. Increase in the repair/maintenance line item from $4,500 to $7,000 and increase of $2,500. The equipment is aging and is beginning to require additional maintenance. The parking garage manager indicated that $6,500 has been spent on repairs and maintenance under the current budget.

Staff has reviewed the budget and recommends the increases. The facility has not powered washed in over five years. However, before any work is done a market comparison will be conducted to insure that the charges are reasonable.

RECOMMENDATION

It is recommended that the 2004 Annual Operating Budget for Venture Parking/DBA Ace parking in the amount of $337,491.39 (Attachment A) be approved by Commissioners Court beginning November 1, 2003 and ending October 31, 2004 for the FCCB/LSJC Parking Facilities.

Approved by:

Dan Savage
Assistant Administrator for Operations

Attachment
fcbc/park/brief

600 Commerce, Suite 900
George L. Allen Sr., Courts Building    Dallas, Texas 75202    (214) 653-7175
Fax(214)653-6822
"Attachment A"

Venture Parking
2004 Annual Operating Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>YR2004</th>
<th>YR2003</th>
<th>Change</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Manager</td>
<td>$31,089.24</td>
<td>$29,893.50</td>
<td>$1,195.74</td>
<td>4%</td>
</tr>
<tr>
<td>Wages/Cashier</td>
<td>$105,682.70</td>
<td>$101,968.64</td>
<td>$3,714.06</td>
<td>3.7%</td>
</tr>
<tr>
<td>Overtime</td>
<td>$1,731.12</td>
<td>$1,668.11</td>
<td>$63.01</td>
<td>3.8%</td>
</tr>
<tr>
<td>Wages/Janitorial</td>
<td>$15,328.60</td>
<td>$14,747.20</td>
<td>$581.40</td>
<td>4%</td>
</tr>
<tr>
<td>Wages/Clerical</td>
<td>$21,010.08</td>
<td>$20,202.00</td>
<td>$808.08</td>
<td>4%</td>
</tr>
<tr>
<td>Vacation</td>
<td>$6,924.46</td>
<td>$6,672.45</td>
<td>$252.01</td>
<td>3.8%</td>
</tr>
<tr>
<td><strong>Sub-Total Payroll</strong></td>
<td>$181,766.20</td>
<td>$175,151.90</td>
<td>$6,614.30</td>
<td>3.8%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>YR2004</th>
<th>YR2003</th>
<th>Change</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll Taxes (9.49%)</td>
<td>$17,249.71</td>
<td>$16,621.92</td>
<td>$627.79</td>
<td>3.8%</td>
</tr>
<tr>
<td>Workmans Comp (12.08%)</td>
<td>$21,957.48</td>
<td>$20,142.47</td>
<td>$1,815.01</td>
<td>9%</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>$33,984.00</td>
<td>$28,320.00</td>
<td>$5,664.00</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Sub Total Benefits</strong></td>
<td>$73,191.19</td>
<td>$65,084.39</td>
<td>$8,106.80</td>
<td>12.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>YR2004</th>
<th>YR2003</th>
<th>Change</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repairs/Maintenance</td>
<td>$7,000.00</td>
<td>$4,500.00</td>
<td>$2,500.00</td>
<td>55.6%</td>
</tr>
<tr>
<td>Mechanized Sweeping</td>
<td>$4,944.00</td>
<td>$4,944.00</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Parking Tickets/PAC'S</td>
<td>$4,100.00</td>
<td>$4,100.00</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Printing</td>
<td>$2,900.00</td>
<td>$2,900.00</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$41,500.00</td>
<td>$41,500.00</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Postage</td>
<td>$1,650.00</td>
<td>$1,650.00</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Supplies</td>
<td>$3,440.00</td>
<td>$3,440.00</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Power Washing</td>
<td>$17,000.00</td>
<td>-</td>
<td>$17,000.00</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Sub Total Other Expenses</strong></td>
<td>$82,534.00</td>
<td>$63,034.00</td>
<td>$19,500.00</td>
<td>30.9%</td>
</tr>
</tbody>
</table>

Total Annual Expenses        | $337,491.39 | $303,270.29 | $34,221.10 | 11.3%|
October 14, 2003

TO: Commissioners Court

THROUGH: Rick Loessberg, Director of Planning & Development

FROM: Rosalinda Adame, Housing Coordinator

SUBJECT: Award of Bid #2003-159-1412, 4329 W. Clarendon, Cockrell Hill

BACKGROUND:

On September 29, bids were opened for the demolition and reconstruction of a residential property located at 4329 W. Clarendon, Cockrell Hill, Texas. Three (3) vendors submitted proposals for this project with Lee's Construction submitting the lowest bid. At the time that staff was preparing the award recommendation sheet, Lee's Construction had three (3) active contracts with the County (which is the most that the County will allow any contractor to have at one time per Housing Replacement program policies); therefore, staff recommended awarding the project to the second-lowest bidder, Sterling Projects, Inc. (copies of the Bid Recommendation and Bid Tabulation Sheets are enclosed for your review).

However, the bid award for this project inadvertently named the lowest bidder, and as a result, this item was removed from the County's October 14 agenda. Now that the correction has been made, Lee's Construction has completed one of its three previously existing projects. So that the bid can be awarded for 4329 W. Clarendon, this item is being briefed.

IMPACT ON FINANCE/OPERATIONS:

The County provides up to $70,000 in assistance to demolish and replace a dilapidated structure under its Replacement Housing Program. The bids received for this project were within the program's maximum limit and within 15% of staff's cost estimate. The difference between lowest and second-lowest bids for this project is $6000 and sufficient funds are available in the program to complete it.

Lee's Construction has participated in the County's Housing Rehab/Replacement Housing programs since their inception and has performed satisfactorily. This project is the first time that Sterling Projects has bid on a County housing rehab/replacement contract. Staff has verified the references provided by Sterling Projects, Inc., and these have checked out satisfactory. This firm is prepared to start immediately and feels confident that it can complete the project within the 90-day time-frame.
The County has always had a policy in its replacement housing program of allowing contractors to have no more than three active contracts at a time. This provision was originally adopted for the County’s rehab program so that contractors would not become over-extended and so that contracting opportunities for other firms could be increased.

Because the County does not provide displacement funds for homeowners that participate in this program while the new structure is built, and especially since this homeowner has begun the moving process and will move into temporary accommodations on November 1, staff requests that a court order be approved on the same day as this briefing.

M/WBE INFORMATION:

Listed below is the M/WBE information on each of the program’s certified contractors:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Race/Ethnicity</th>
<th>NCTRCA#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lee’s Construction</td>
<td>Asian</td>
<td>PMSD5752</td>
</tr>
<tr>
<td>S.R.S.R., Inc.</td>
<td>Anglo</td>
<td>N/A</td>
</tr>
<tr>
<td>Sterling Projects, Inc.</td>
<td>Anglo</td>
<td>N/A</td>
</tr>
</tbody>
</table>

RECOMMENDATION:

Since Lee’s Construction had three active projects at the time the Bid Award Recommendation for Bid Number 2003-159-1412 was prepared, it is recommended that the Dallas County Commissioners Court award this bid to the second-lowest bidder, Sterling Projects, Inc., in the amount of $64,500.

Recommended by:

Rick Loessberg, Director of Planning & Development

Attachments

cc: Phillip Vasquez, Purchasing Director  
    Virginia Porter, Auditor  
    Irvin Hicks, MWBE Coordinator  
    Lee’s Construction  
    Sterling Projects, Inc.

411 Elm Street, 3rd Floor  
Dallas, Texas 75202  
Radame@dallascounty.org  

214-653-6884
DALLAS COUNTY
COMMISSIONERS COURT-Planning & Development
REPLACEMENT HOUSING PROGRAM

AWARD SHEET FOR BID #2003-159-1412

PROJECT: Demolition and Reconstruction of Residential Property located at 4329 W. Clarendon, Cockrell Hill, Texas (LARA)

RECOMMENDATION:

Lowest bidder for this project is Lee's Construction, however, per program policies, contractors may have no more than three active reconstruction contracts at one time. At present, Lee's Construction has three active contracts with Dallas County therefore, staff recommends award of this project to Sterling Projects, Inc. (second lowest compliant bidder) in the amount of $64,500.00.

Replacement Housing Department Number: 00466-06620-2003-09735-$64,500.00

Contractor's Insurance Expiration Date: 06/15/2004

Date HUD Debarred List Checked: 10/03/2003

Edition Date: 09/30/2003

Date Limited Denial of Participation Checked: 10/03/2003

Edition Date: 09/30/2003

I, David W. Mackey, Housing Inspector for Dallas County Texas, hereby certify that I have reviewed the bid submitted and find it to be cost reasonable. I also certify that the proposed methods of construction and the materials to be used are satisfactory and in compliance with all applicable program guidelines and standards, and that the above work is sufficient to bring the property into compliance with all applicable Federal and/or local standards.

David W. Mackey
Housing Inspector

10-7-03
Date

APPROVED BY:

Rick Loessberg
Director, Planning & Development

10/7/2003
Date

411 Elm Street, 3rd Floor
Dallas, Texas 75202
Radame@dallascounty.org
214-653-6884
DALLAS COUNTY REPLACEMENT HOUSING PROGRAM
BID TABULATION SHEET

HOMEOWNER:
Magda Lara
4329 W. Clarendon
Cockrell Hill, Texas

Bid No: 2003-159-1412

<table>
<thead>
<tr>
<th>VENDOR #1</th>
<th>VENDOR #2</th>
<th>VENDOR #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lee's Construction</td>
<td>Sterling Projects, Inc.</td>
<td>S.R.S.R., Inc.</td>
</tr>
<tr>
<td>3711 Everton Drive</td>
<td>8235 Douglas Ave., Suite 800</td>
<td>P.O. Box 421423 WTC</td>
</tr>
<tr>
<td>Flower Mound, Texas 75028</td>
<td>Dallas, Texas 75225</td>
<td>Dallas, Texas 75342</td>
</tr>
<tr>
<td>214-837-5000</td>
<td>214-696-3970</td>
<td></td>
</tr>
</tbody>
</table>

MBE

$58,500

$64,500

$69,900

DALLAS COUNTY'S COST ESTIMATE (Based on Means Construction Data): $66,500
FOR DEMOLITION AND RECONSTRUCTION OF EXISTING STRUCTURE ACCORDING TO PLANS
AND SPECIFICATIONS.

I, David W. Mackey, Housing Replacement Inspector for Dallas County, Texas, hereby certify that
I have reviewed the above bids submitted and find them to be cost reasonable.

David W. Mackey, Housing Replacement Inspector
October 14, 2003

TO: Commissioners Court

FROM: Donald Holzwarth, Public Works Director
       Betty Culbreath, Health & Human Services Director
       Rick Loessberg, Director of Planning & Development

SUBJECT: Proposed Revisions to County Floodplain Regulations/Proposed Enforcement Signage

BACKGROUND

Dallas County adopted its first set of floodplain regulations in 1981. Modeled on FEMA regulations, they govern all floodplain development within the County’s unincorporated area. So as to improve compliance with these regulations, staff has recently developed revisions which prescribe a process for citing non-compliant development and a strategy for posting floodplain notice signs in areas where non-compliant development has taken place.

IMPACT ON OPERATIONS

A copy of the proposed revisions, which affect Article 4 of the County’s floodplain regulations and which are based, in part, on the County’s nuisance abatement policies, is attached. Under these proposed revisions:

(1) It is clarified that the County’s Floodplain Administrator (i.e., the Director of Public Works), who has always been specifically responsible for ensuring that proposed floodplain development is compliant with the County’s regulations, is also responsible for monitoring existing development to ensure that it is also in compliance. It is also clarified that when other County departments observe or learn of what might be non-compliant development, they are to report this information to the Floodplain Administrator.

(2) When a violation is confirmed, the violator will be given a warning by the Floodplain Administrator (or his designee) and will be instructed to either remove or bring the development into compliance within thirty days.

(3) A violator may appeal his warning to the Floodplain Administrator within ten days if he believes that the development is either located outside of the floodplain or is
compliant with these regulations. This appeal must be in writing and must be accompanied with appropriate data that supports the violator's contention that the development is compliant or located outside the floodplain.

(4) If, within thirty days of the first warning, a violator does not either remove the violation, appeal the warning, or apply for a development permit from the County, then the Floodplain Administrator (or his designee) shall issue a citation and a second warning and instruct the violator that unless the violation is removed within the next thirty days (which will be sixty days after the first warning was issued), the County will seek an injunction.

(5) If a violator either appeals the warning, which is then subsequently denied, or applies for and is denied a development permit or variance from the County, then the Floodplain Administrator (or his designee) will inform the violator that he will have sixty days to remove the violation. In the event the violation is not removed, then the County will seek an injunction.

(6) If a violator applies for and receives a development permit from the County, but does not bring the property into compliance before the development permit expires (such permits remain in effect for one year), then he shall receive a warning letter and be given thirty days to either remove the violation or to submit a satisfactorily complete application for a second permit. If, after thirty days, the violator has not removed the violation or submitted an appropriate renewal application, then the County will seek an injunction.

If adopted, these revisions will be administered by current staff. Public Works will be responsible for determining/confirming whether a development is in compliance with the County's floodplain regulations. Health & Human Services will serve as the Floodplain Administrator's designee under these revisions since its nuisance abatement officer, which is already deployed in the unincorporated area and handles similar situations, is a certified peace officer and thus has the authority to issue citations.

If it is determined that a violation exists, then Public Works will inform Health & Human Services, and the nuisance abatement officer will issue the required warning/citations. Following the issuance of these warnings/citations, Public Works will determine whether the development has been suitably removed or brought into compliance. Should a violation continue to exist after the allotted time-period, then Public Works will inform the District Attorney who will seek injunctive relief.

In addition to these revisions, it is proposed that floodplain notice signage be posted in areas where floodplain development, whether authorized or not, frequently occurs. Because Sandbranch is the County's largest unincorporated floodplain community and because it has been detected that unauthorized structures have been brought into the area in the last year, it is proposed that these signs
be initially posted within this community. Should similar situations occur in other areas, then additional signage can be installed in these locations as well.

Two different sizes of signs would be installed in Sandbranch. 30" x 40" signs would be posted on the edge of the community along Beltline Road in both directions. Smaller 24" x 30" signs would also be posted at the entrance to each of the community’s residential streets. Both sets of signs would contain the following wording:

FLOODPLAIN AREA NOTICE

NO BUILDINGS, STRUCTURES, ADDITIONS, OR MOBILE HOMES SHALL BE LOCATED, CONSTRUCTED, OR IMPROVED WITHIN THIS AREA WITHOUT THE PERMISSION OF DALLAS COUNTY

CALL DALLAS COUNTY PUBLIC WORKS AT (214) 653-7151 FOR MORE INFORMATION

It is thought that these revisions and this signage, when combined with a meeting held within each community, should help decrease the incidence of non-compliant floodplain development.

IMPACT ON FINANCE

The financial impact of adopting these revisions and installing such signage is minimal. As mentioned earlier, existing staff will be used to administer the revised floodplain regulations. It has been projected that $695 will be needed to initially install signage within Sandbranch (two 30" x 40" signs at $110 per sign and six 24" x 30" signs at $75 per sign); in addition, Public Works would like to have three of the larger signs and four of the smaller signs held in reserve for replacement. The cost of these replacement signs will be $630, thus making the total amount of funding needed for both the initial signs and the replacement signage being $1325.

All of the funding needed for the signage is available from the $215,020 in CDBG funding that has previously been budgeted for Sandbranch improvements.
LEGAL INFORMATION

The proposed revisions have been developed in conjunction with the Civil Section and have been approved by that office.

RECOMMENDATION

It is recommended that the proposed revisions to the County’s floodplain regulations be adopted and that $1325 in CDBG funding be allocated to install floodplain notification signs in Sandbranch so as to help enforce these regulations.

Recommended by:

Don Holzwarth, P.E.  Betty Culbreath, Director  Rick Loessberg
Director of Public Works  Health & Human Services  Director of Planning & Development

attachment

cc:  Joel Winful, Civil Section
     Bob Grant, Fire Marshal
     Road & Bridge Superintendents
     Larry Williams, Sheriff’s Office
ARTICLE 4
ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Director of the Dallas County Public Works Department is hereby appointed the Floodplain Administrator to administer and implement the provisions of these Regulations and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of these Regulations.

2. Review permit application to determine whether proposed building site will be reasonably safe from flooding.

3. Review, approve or deny all applications for development permits required by adoption of these Regulations.

4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency, which is the Texas Natural Resources Conservation Commission on Environmental Quality, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

7. Assure that the flood carrying capacity within the altered or relocated portion or any watercourse is maintained.
8. When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

11. The Floodplain Administrator shall be responsible for the monitoring of development and enforcement of these Regulations in the County’s floodplain areas to ensure that no structure or land is located, altered, or had its use changed without full compliance with the terms of these Regulations and other applicable regulations. All other Dallas County Departments that observe or otherwise learn of non-compliance with these Regulations are to inform the Floodplain Administrator as soon as possible.

12. The designee of the Floodplain Administrator for assistance with enforcement actions and issuance of citations to violators of these Regulations will be the Environmental Health Division of the Dallas County Health and Human Services Department.

SECTION C. PERMIT PROCEDURES

1. Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

   a. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

   b. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

   c. A certificate from a registered professional engineer or architect that the
nonresidential flood proofed structure shall meet the floodproofing criteria of Article 5, Section B(2);

d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

e. Maintain a record of all such information in accordance with Article 4, Section (B)(1).

2. Approval or denial of a Development Permit by the Floodplain Administrator shall be based on the provisions of these Regulations and the following relevant factors:

a. The danger to life and property due to flooding or erosion damage;

b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

c. The compatibility of the proposed use with existing and anticipated development;

d. The safety of access to the property in times of flood for ordinary and emergency vehicles;

e. The danger that materials may be swept onto other lands to the injury of others;

f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

h. The necessity to the facility of a waterfront location, where applicable;

i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

j. The relationship of the proposed use to the comprehensive plan for that area.

3. Pursuant to Sections 16.311 et seq. of the Texas Water Code, Dallas County will collect reasonable fees, as set by the Commissioners Court, to cover the cost of administering the local floodplain management program.
SECTION D. VARIANCE PROCEDURES

1. The Dallas County Commissioners Court shall hear and render judgement on requests for variances from the requirements of these Regulations.

2. The Dallas County Commissioners Court shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of these Regulations.

3. Any person or persons aggrieved by the decision of the Dallas County Commissioners Court may appeal such decision in the courts of competent jurisdiction.

4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of these Regulations.

6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below one foot above the base flood level, providing the relevant factors in Section C(2) of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

7. Upon consideration of the factors noted above and the intent of these Regulations, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of these Regulations (Article 1, Section C).

8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

10. Prerequisites for granting variances:
   
   a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

   b. Variances shall only be issued upon:
(i) showing a good and sufficient cause;

(ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and

(iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, or conflict with existing local laws or ordinances.

c. Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below one foot above the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

a. the criteria outlined in Article 4, Section D(1)-(9) are met, and

b. the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

SECTION E. ENFORCEMENT: PENALTIES FOR NONCOMPLIANCE

1. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of these Regulations and other applicable regulations. Violation of the provisions of these Regulations by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall be punishable by the following:

a. Criminal Penalty: Pursuant to Sections 16.311 et seq. of the Texas Water Code, any violation of these Regulations is a Class C misdemeanor. Each violation of these Regulations and each day of a continuing violation is a separate offense.

b. Civil Penalty: Pursuant to Sections 16.311 et seq. of the Texas Water Code, a person who violates these Regulations is subject to a civil penalty of not more than $100 for each act of violation and for each day of violation.
c. Civil Suit for Injunction: Pursuant to Sections 16.311 et seq. of the Texas Water Code, if it appears that a person has violated, is violating, or is threatening to violate these Regulations Dallas County may institute a civil suit in the appropriate court for:

(i) injunctive relief to restrain the person from continuing the violation or threat of violation, including an order directing the person to remove illegal improvements and restore preexisting conditions;

(ii) the assessment and recovery of the civil penalty provided by Article 4, Section E (1)(a); or

(iii) both the injunctive relief and the civil penalty.

2. Nothing contained herein shall prevent Dallas County from taking other lawful action as is necessary to prevent or remedy any violation.

3. Upon an initial discovery that a structure or land is in violation of these Regulations, the Floodplain Administrator and/or his designee shall issue a 30-day written warning to the owner, lessee, occupant, agent and/or person in charge of the premises (collectively, the “violator”). Within 30 days from the initial warning, the violator must either:

   a. Appeal the violation within the first 10 days by submitting appropriate data in writing to the Floodplain Administrator that proves that either the structure is in compliance with these Regulations or is not actually located within the floodplain;

   b. Restore the land to its prior condition and/or remove the illegal structure from the floodplain; or

   c. Attempt to bring the violation into compliance with these Regulations by submitting a complete application for a Development Permit as described in Article 4, Section C, along with any required fees.

4. If after 30 days from an initial written warning given under Article 4, Section E(3), the violation still exists, no appeal has been made, and the violator has not applied for a Development Permit:

   a. A citation will be issued to the violator along with a second warning to restore the land or remove the illegal structure within 30 days.

   b. If a violator has not complied with a second warning after 30 days, the Floodplain Administrator shall inform the District Attorney who will seek an injunction against the violator.
5. If an appeal under Article 4, Section E(3) (a) is made to and subsequently denied by the Floodplain Administrator:
   
a. A second warning letter shall be issued to the violator including notice to restore the land or remove the illegal structure from the floodplain within 60 days.

   b. If the violator has not complied with the second warning after 60 days, the Floodplain Administrator shall inform the District Attorney who will seek an injunction against the violator.

6. If an application for a Development Permit is submitted to, but not approved by, the Floodplain Administrator, the violator may request a variance from these Regulations from the County Commissioners Court under Article 4, Section D. This request must be submitted in writing to the Commissioners Court within ten days of written notification from the Floodplain Administrator that the Development Permit has been denied.

7. If an application for a Development Permit is submitted to, but not approved by, the Floodplain Administrator:
   
a. A second warning letter shall be issued to the violator including notice to restore the land or remove the illegal structure from the floodplain within 60 days.

   b. If the violator has not complied with the second warning after 60 days, the Floodplain Administrator shall inform the District Attorney who will seek an injunction against the violator.

8. If a variance is requested, but not granted by the Commissioners Court:
   
a. A second warning letter shall be issued to the violator including notice to restore the land or remove the illegal structure from the floodplain within 60 days.

   b. If the violator has not complied with the second warning after 60 days, the Floodplain Administrator shall inform the District Attorney who will seek an injunction against the violator.

9. If a Development Permit is granted, but the violation is not brought into compliance before the Development Permit expires:
   
a. A warning letter shall be issued to the violator including notice to either restore the land, remove the illegal structure from the floodplain or to submit a satisfactorily complete application for another Development Permit within 30 days.

   b. If, after the aforementioned 30 days, the violator has not either restored the land, removed the illegal structure from the floodplain, or submitted a satisfactorily complete application for another Development Permit, the County will seek an injunction against the violator.
10. A violator, as described in Article 4, Section E(3), will be considered in continuing violation of these Regulations if the violator removes a structure from one location within the floodplain in Dallas County and places the structure in a non-compliant manner within another Dallas County floodplain location within one year of the initial violation.
DATE: October 15, 2003

TO: Commissioners Court

THROUGH: Rick Loessberg, Director of Planning and Development

FROM: Rachel Brown, Community Development Assistant

SUBJECT: Emergency Shelter Grant (ESG) Funding

BACKGROUND

Because of its participation in the CDBG program, Dallas County received $79,000 in Emergency Shelter Grant (ESG) funding from HUD on October 1, 2003. So that the County can consider how to allocate these ESG funds, the following briefing memo has been prepared.

DESCRIPTION OF ESG PROGRAM

ESG was originally created so that homeless shelters could be established and operated. A person is considered to be homeless under ESG regulations if the individual:

(1) Resides within a place not meant for human habitation (i.e., a car, sidewalk, etc.);

(2) Resides within an emergency shelter;

(3) Resides within transitional housing for homeless persons who originally came from emergency shelters or places not meant for human habitation;

(4) Is being evicted within a week from a private dwelling unit, has no subsequent residence identified and lacks the resource and the support networks needed to obtain housing; or

(5) Is fleeing a domestic violence situation, has no subsequent residence identified, and lacks the resources and the support networks needed to obtain housing.

ESG funds may be used for one or more of the following homeless-related activities:

(1) Renovation, major rehabilitation, or conversion of buildings for use as emergency shelters;
IMPACT ON OPERATIONS continued

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<th>CRITERIA</th>
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<td>Capacity/Experience</td>
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<td><strong>TOTAL</strong></td>
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A list containing the non-profits that will receive the proposed request for proposals is attached. This list is based on information collected by staff and information provided by the City of Dallas.

PROJECT SCHEDULE

HUD regulations require that the County contractually obligate its ESG funds by March 31, 2004 and that these obligated funds must be expended by September 30, 2005. So that the County can meet these requirements, the following schedule has been proposed.

- January 13, 2004: Brief Court on funding recommendations
- January 27, 2004: Court order funding awards

RECOMMENDATION

It is recommended that the County’s $79,000 in ESG assistance be used to provide funding for the operating utilities of emergency shelters located anywhere within the County and that the $79,000 be allocated on the basis of competitively-evaluated proposals.

Recommended by:

J. Allen Clemson, Administrator

attachment

cc: Ryan Brown, Budget Office
    Virginia Porter, County Auditor
    Betty Culbreath-Lister, Health & Human Services Director
    Phillip Vasquez, Purchasing Department
DESCRIPTION OF ESG PROGRAM continued:

(2) Provision of essential services for the homeless, which include services concerned with employment, health, drug abuse, education, housing, transportation, child care, and obtaining other federal, state, or local assistance/benefits;

(3) Shelter operating costs, such as maintenance, insurance, utilities, rent, and furnishings; and

(4) Homeless prevention efforts, which include short-term subsides to defray delinquent rent and utility charges for families that have received eviction or utility termination notices, security deposits or first month’s rent to permit a homeless family to move into its own apartment, mediation programs for landlord-tenant disputes, legal services programs for the representation of indigent tenants in eviction proceedings, and payments to prevent foreclosure on a home.

In the event ESG funds are used for homeless prevention activities, ESG assistance can only complement and not supplant funding from pre-existing sources. Other significant ESG rules include limiting the funding of shelter staff to no more than 10% of the County’s total ESG award, limiting the funding of homeless prevention efforts to no more than 30% of the County’s award, and limiting the funding of essential services to no more than 30% of the County’s award. These latter two requirements (i.e., collectively limiting homeless prevention and essential services to no more than 60% of the County’s award) are particularly important since, in effect, require the County to spend at least 40% of its award on homeless shelter operating costs or on the renovation/physical creation of such shelters.

IMPACT ON OPERATIONS

This represents the third year in which the County has directly received ESG funding from HUD. Since the County has to spend at least 40% of its ESG award on homeless shelters and since it does not directly operate such shelters, the County will have to allocate at least 40% of its ESG award to outside organizations.

So that it can allocate all of its new ESG funding, it is proposed that the same process be used as has been employed in allocating the County’s two previous ESG awards. Accordingly, it is proposed that the County will utilize a formal request for proposal process, that it will only consider proposals that will fund a non-profit organization’s operating utilities, that the non-profits can be located anywhere within the County (while the County receives ESG assistance because of the fourteen cities that participate in the County’s CDBG Program, there are very few homeless organizations operating within these cities), and that these proposals be evaluated by a committee consisting of a representative from the representative from the County’s CDBG program, the Budget Office, Purchasing, Planning & Development, Health & Human Services, and the M/WBE program using the following 100-point scoring criteria:
List of Local Non-Profits for Emergency Shelters/Homeless Providers/ Contact Persons

1. Vogel Alcove  
   Attention: Barbara R. Landix  
   7557 Rambler Road, Suite 262  
   Dallas, TX 75231

2. ORCDC  
   Attention: W. L. McCall  
   1825 South Boulevard  
   Dallas, TX 75215

3. African American Homeless Coalition  
   Attention: Edna Pemberton  
   9438 Sophora Drive  
   Dallas, TX 75249

4. Housing Crisis Center  
   Attention: Yvonne Butler  
   3108 Live Oak  
   Dallas, TX 75204

5. Duncanville Outreach Ministries  
   Attention: Bob Haver  
   202 E. Cherry Street  
   Duncanville, TX 75116

6. Endless CHOICES  
   Attention: Clora Hogan  
   3521 Oaklawn, Suite 368  
   Dallas, TX 75219

7. Shared Housing Center  
   Attention: Maria Machado  
   3110 Live Oak  
   Dallas, TX 75204

8. R. I. L. Ministry  
   Attention: Mae Smith  
   P. O. Box 850043  
   Mesquite, TX 75185

9. Extended Day Program  
   Attention: Mark Pierce  
   1738 Gano Street  
   Dallas, TX 75215

10. Union Gospel Mission  
    Attention: Bill Thompson  
    3211 Irving Blvd.  
    Dallas, TX 75247

11. Lancaster Outreach  
    Attention: Ronnie Lowe  
    1120 Randlett  
    Lancaster, TX 75146

12. Healing Hands of Jesus  
    Attention: Carolyn Hutchins  
    2525 Players Court, Suite 1003  
    Dallas, TX 75287
<table>
<thead>
<tr>
<th></th>
<th>Address</th>
</tr>
</thead>
</table>
| 13. | Christian Community Action  
*Attention: Barbara Carey*  
200 South Mill  
Lewisville, TX 75057 |
| 21. | LifeNet  
*Attention: Betty Hoover*  
10689 Lemans Drive  
Dallas, TX 75238 |
| 14. | Comprehensive Homeless Program  
*Attention: Greta Mankin*  
4500 South Lancaster Road  
Dallas, TX 75216 |
| 22. | Mother Dear's Den  
*Attention: Janet Cobb*  
1621 Ramsey Avenue  
Dallas, TX 75216 |
| 15. | Rainbow Day, Inc.  
*Attention: Cathey Brown*  
4300 MacArthur, Suite 260  
Dallas, TX 75209 |
| 23. | ABC Behavioral Health  
*Attention: Melodie Shatzer*  
4600 Samuell Blvd.  
Dallas, TX 75228 |
| 16. | AIDS Services of Dallas  
*Attention: Mike Anderson*  
P. O. Box 4338  
Dallas, TX 75208 |
| 24. | First Presbyterian Church  
*Attention: Rev. Buchanan*  
10689 Lemans Drive  
Dallas, TX 75238 |
| 17. | Transformation Center Raven's Refuge  
*Attention: Timothy Evans*  
100 North Central Expressway  
Dallas, TX 75204 |
| 25. | Townview Hope, Inc.  
*Attention: James Veasley*  
625 N. Ewing Ave  
Dallas, TX 75203 |
| 18. | United Coalition for Families  
*Attention: Mary Stanton*  
808 Springfield Drive  
Cedar Hill, TX 75104 |
| 26. | Community Services–YMCA  
*Attention: Lisa Teschner*  
601 N. Akard Street  
Dallas, TX 75201 |
| 19. | United Way Metropolitan of Dallas  
*Attention: Betty Bourgeois*  
901 Ross Avenue  
Dallas, TX 75202 |
| 27. | Promise House  
*Attention: Harriet Borham*  
236 W. Page  
Dallas, TX 75208 |
| 20. | Operation Relief Center  
*Attention: Sherman Roberts*  
1825 South Blvd  
Dallas, TX 75215 |
| 28. | Outreach Ministry  
*Attention: Eric Lynn Smith*  
P. O. Box 28050  
Dallas, TX 75228 |
29. The Salvation Army
Social Services Center
Attention: Carole Wharton
5302 Harry Hines Blvd.
Dallas, TX 75235

30. The Family Place
Attention: Paige Flink
P. O. Box 7999
Dallas, TX 75209

31. Family Gateway
Attention: Jan Mitura
711 South St. Paul
Dallas, TX 75201

32. New Beginning Center
Attention: Sonyia Hartwell
218 North Tenth Street
Garland, TX 75040

33. HOPE (Helping Other People Excel)
Treatment Facilities
A Time to Get Right
Attention: Cedric Watson
4200 Fitzhugh
Dallas, TX 75210

34. Metrocrest Social Service Center
Attention: Bunny Summerlin
1103 S. Josey Lane, Suite 114
Carrollton, TX 75006

35. New Tomorrows
Attention: Carol Little
P. O. Box 177214
Irving, TX 75017-7214

36. Key of Faith Crisis Center
Attention: Paul Polk
2248 Areba Street
Dallas, TX 75201

37. Contact Counseling & Crisis
Attention: Kate Potts
P. O. Box 800742
Dallas, TX 75380
October 15, 2003

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Request to Proceed with Phase III of County Historic Resource Survey

BACKGROUND

Since 1997, the County’s Historical Commission has been working to have an historic resource survey conducted in all of the County’s suburbs. To date, all but four cities (Garland, Grand Prairie, DeSoto, and Duncanville) have either been surveyed through the first two phases of this project or through locally-initiated efforts. A proposal for extending this survey to most of the remaining cities (Grand Prairie, DeSoto, and Duncanville) has recently been developed and recommended for implementation by the Historical Commission and is now being presented to the Commissioners Court for approval.

IMPACT ON OPERATIONS

The third phase of this project would be conducted by a consultant, as was done for each of the first two phases, and would cover the cities of Grand Prairie, DeSoto, and Duncanville (a proposal to include Garland in a separate phase has been submitted to that city and is currently under review). County staff, in conjunction with representatives from the participating cities and the Historical Commission, would prepare the project’s request for proposal and would evaluate submitted responses. County staff would be responsible for managing any awarded contract with the participating cities also being responsible for reviewing the portions of the survey’s report that dealt with their jurisdiction.

The Texas Historical Commission recommends that these surveys, which contain a description of a city’s history and which identify, describe, photograph, and assess the significance of all potentially historic properties, be conducted every ten years. Prior to the County’s current effort, the last comprehensive survey conducted in these cities was a County-sponsored survey that was completed in 1982.

These surveys are used by governmental entities to aid in the location of capital improvement projects and to assist with their zoning, economic development, and tourism activities. They are also
used by people interested in local history. These surveys are also increasingly becoming more important to many of the County’s suburbs that began to significantly grow between 1950-1970 since these surveys will begin to help identify structures that may become eligible for historic designation within the next ten-to-twenty years.

**IMPACT ON FINANCE**

Based on a preliminary estimate from the consultant that conducted the first two phases, Phase III is projected to cost about $19,000. This estimated cost is comparable to Phase II which cost $25,000 and which included Richardson, Addison, Irving, and Mesquite.

It is proposed that funding for Phase III would be provided from the following sources:

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<th>Amount</th>
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<td>$10,000</td>
<td>City of Grand Prairie</td>
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<td>County Historical Commission</td>
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<tr>
<td>$ 2,000</td>
<td>City of DeSoto</td>
</tr>
<tr>
<td>$ 2,000</td>
<td>County CDBG program (on behalf of Duncanville)</td>
</tr>
<tr>
<td>$19,000</td>
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The amount of funding provided by the Historical Commission is identical to what it provided for each of the first two phases, and the amount of the project’s cost that is allocated to each city is approximately based on the proportionate size of the cities. Also, should the actual cost of the survey be less than the estimated figure, then each entity’s contribution (including the County’s) will be proportionately reduced.

It is proposed that the County’s CDBG program provide funding for Duncanville because Phase I, which covered all of the cities that participated in the County’s CDBG program at that time, was funded by the CDBG program and because Duncanville’s participation in the CDBG program began shortly after the Phase I survey was completed. Since, if Duncanville’s participation had begun earlier, it would have been included in the CDBG-funded Phase I survey, it is proposed that the CDBG program fund this city’s share of Phase III as it has for the other cities that have participated in the County’s CDBG program.

Funding is available for the Historical Commission’s contribution from the monies that it has in Fund 168. The CDBG portion is available from unused administrative funding carried-over from last year.

**PROJECT SCHEDULE**

It is anticipated that a request for proposal will be issued for this project at the beginning of November and that interested parties will be given thirty days to respond. Submitted proposals will
be evaluated by the end of December so that a contract can be awarded by the beginning of January 2004. Once a contract has been awarded, it should be possible to conduct the survey and deliver the final product within about six months.

**RECOMMENDATION**

It is recommended by the Historical Commission that the County proceed with Phase III of the historic resource survey project with funding to be provided by the Historical Commission ($5000), the City of DeSoto ($2000), the City of Grand Prairie ($10,000), and the County’s CDBG program ($2000).

Recommended by:

______________________________
J. Allen Clemson, Administrator

cc:  Ryan Brown, Budget Officer  
     Virginia Porter, Auditor  
     Kim Nobles, Community Development Administrator  
     Buddy Frazer, Historical Commission  
     Amy Sprinkles, City of Grand Prairie  
     Kathy Maples, City of DeSoto  
     Kent Cagle, City of Duncanville
October 21, 2003

To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Texas Historical Commission Comments on Old Red Courthouse Phase II Plans

BACKGROUND
The Old Red Courthouse is part of the area included in the Dealey Plaza National Historical Landmark and is a contributing structure in the West End Historic District which is on the National Register of historic buildings. As such any renovation or restoration plans for Old Red have to be approved by the Texas Historical Commission (THC). Also, as part of Dallas County’s attempts to obtain grant funds from the THC under the Historic Courthouse Preservation program, the County granted THC a 50-year historic presentation agreement. This easement gives the THC similar plans review rights. James Pratt Architecture Urban Design, Inc., has provided the architectural design services on Old Red projects for many years. James Pratt’s firm is preparing the plans for the Old Red Phase II work. A plan review set has been sent to the THC for review and comment. In late September, Mr. Pratt received a letter from the THC staff which listed 50 comments about the plans. A copy of that letter is attached. James Pratt and I are preparing a response to these comments. I have arranged a meeting with THC staff to present responses to the comments on Monday, October 27, 2003 at the THC offices in Austin at 10:30 a.m.

IMPACT ON OPERATIONS
The THC has to approve the Old Red Phase II plans before the County begins construction. The review process could ultimately lead to a request by Dallas County to appeal THC staff comments to the Texas Historical Commission at its next meeting in late January. The THC staff comments can also result in plan changes which would add to the overall cost of the project and/or add to the length of construction time.
FINANCIAL IMPACT
It is difficult to quantify the cost impact of all fifty comments. Some comments result in no cost or even a possible cost reduction. Item 10 is potentially the most serious cost item. The original building design had roof drainage downspouts roughly 4" in diameter in the brick portion of the exterior walls. These were replaced with interior downspouts roughly 8" in diameter at some later time probably because the original design failed. THC staff wants them moved. The cost to move them would probably run into the hundreds of thousands of dollars. This move was not anticipated when the original master plan for the building was developed and it is not included in the budget for the project. Any relocation of these downspouts would affect the fragile fabric of the building because of the new penetrations of the floor systems and no location other than the original location would be historically accurate.

LEGAL IMPACT
THC has the right to approve the plans and specifications before Dallas County undertakes the Old Red Phase II construction work. The County has the right to negotiate with THC staff and to appeal to the Texas Historical Commission for a final decision on the merits of the County’s Phase II plans.

RECOMMENDATION
I recommend that we review the THC staff comments, meet with THC staff to present our responses, identify those items on which we can reach agreement and brief the Commissioners Court on the remaining items. At that point, I will be prepared to recommend to the Court whether or not we should appeal to the full Texas Historical Commission.

Recommended by:

Dan Savage, Assistant Administrator for Operations

Attachments
September 24, 2003

Mr. James Pratt
James Pratt Architecture Urban Design, Inc.
1645 Stemmons Frwy. #2
Dallas, TX 75207

Dallas County Courthouse “Old Red” Phase II DD Planset Review Comments,
[NHL, SAL, RTHL, NR, THCPP - easement.]

Dear Mr. Pratt,

Texas Historical Commission (THC) staff has reviewed the “Old Red Courthouse Restoration Project – Phase Two” CD plans and has prepared a list of comments. (Please see attached.) As you will see, many of these comments have been previously discussed with your office and the county. For your convenience we have separated our comments into “Major Issues” and “Other Issues.”

THC staff reviewers are available and eager to work with you and Dallas County to ensure the success of this project. Please feel free to contact the THC staff project reviewer, Mark Cowan (512) 475-3285, to discuss these or any other issues related to the preservation our state’s glorious heritage.

Sincerely,

Mark Cowan

Project Reviewer
Texas Historic Courthouse Preservation Program
Texas Historical Commission

Cc: Dan Savage, Dallas County
Dallas County Courthouse - Phase II
Construction Documents - THC Review Comments
September 24, 2003

NOTE: For identification purposes we have specified a sheet number that relates to each of these comments. In many cases the item addressed also affects other sheets not specifically noted.

Major Issues:

1. The plans are call for Herculite doors and partitions in the first floor corridors. “Air lock” doors and glass walls should not be installed in significant public spaces as they significantly alter their historic character. Marble wainscot must not be altered. (A1.01)
2. As we discussed at the meeting, there historically was a partition wall with doors at the ends of the corridors separating room 200A from room 200B as well as room 200G from room 200F. There were also partition walls between rooms 400A and 400B as well as between rooms 400G and 400H. (The historic detailing of these partition walls would likely have been somewhat similar to the partition at the entrance to the library.) The wainscot in these locations should terminate at the location of the wood trim surrounding the partition. (As was pointed out on-site, the size and location of this wood trim can be determined by examining the patched plaster around these openings.) This wood trim should be replicated. - The partition wall at this location should be reconstructed in a future phase for this project to be considered a full restoration. (A7.03, A7.11)
3. The suspended ceilings in the historic courtrooms do not show up in the building sections. Suspended ceilings should not be installed in any spaces except where necessary to conceal mechanical equipment that cannot be routed in any other way. It was initially presented to the THC that the dropped down ceiling in the historic courtrooms and library were necessary to minimize the number of penetrations through the hollow tile ceilings yet the current mechanical plans indicate that each new grill in the dropped down ceiling will have its own penetration in the historic ceiling as well. Couldn’t painted grills simply be installed in these openings and the dropped down ceiling be eliminated or at least reduced in depth to only accommodate any necessary acoustical panels? Why is the ceiling shown being dropped and a new masonry opening being cut in the end wall in corridor rooms 300B and 300F when there is an interstitial space above the courtrooms that would allow HVAC grills to be placed in the upper walls of the corridor to serve this space? Office ceilings should generally not be furred down. (A3.02, A3.04, A7.01-.02, M1.05, M1.06, M5.03)
4. Museum display design that potentially impacts the structure or the character of the principal historic public spaces has not been included with this plan set. These items will need to be reviewed by the THC. Displays should be held off of the historic walls as much as possible to minimize the physical impact on the structure as well as allow the historic space to be more readily discernable.
5. As was discussed at the meeting, a detailed paint survey and historic photo documentation (if available) is necessary to identify any high style or decorative painting that may have historically been found in the building. The interior spaces need to receive their correct historic paint schemes for this building at its target restoration date. Preliminary examination during our site visits showed that there should be sufficient surviving paint evidence to establish the correct historic colors and verify the existence of historic decorative paint schemes.

6. All restored or replicated doors, windows, and millwork are to match historic samples in profile, species, graining, and finish. - There is one surviving door/window corner block (in the architects possession), a few original transom sashes (in county and private possession), and several pieces of courtroom wainscotting (imbedded in a wall used to frame an access hatch to an elevator). These samples as well as the historic photographs show the medium transparent finish historically found in the hallways and the darker finish historically found on the courtroom and office woodwork that are to be matched. To fully restore the woodwork to historic appearance, the existing replicated woodwork on the first floor would have to be re-stained to match the historic evidence now available. (General, A9.01-.03)

7. All hardware types and finishes in historic locations are to match historic. Hardware types are called out in the historic specifications. The finish should not be bright brass unless specific historic evidence or documentation can be found that indicates a bright finish. Victorian Romanesque courthouses typically used dark, patinated finishes on hardware. The historic specifications for the Dallas CCH called for the hardware finish to be “Bower-Barf or Bronze”. (The Bower-Barff process was a patented method of developing a protective, aesthetically pleasing, velvety black surface by creating a surface patina of iron magnetite that inhibited rust. The method had many different applications, from utilitarian water pipes to highly decorated "fire proof" cast iron libraries.) The issue then is a question of whether the architect intended to say “Bower-Barff on Bronze” or if he intended it to read “Bower-Barf or Bronze”. Hardware visible in historic photos of the Dallas CCH appears to be a medium-dark tone with little, if any, gloss. (General, Specs. Sect. 08711)

8. The wood trim and doors at all non-historic doorways or cased openings should be painted rather than stained. The color should match that of the stained wood or the wall surface, whichever is most appropriate to minimize its visual appearance. Doors or cased openings in non-historic locations should not have transoms or blind transoms. (General, A7.05-.08)

9. Any new non-historic masonry openings such as those indicated in rooms 122 and 123, 123 and 124, 116, and in room 128 should not be arched in imitation of historic openings but instead should be a simple squared off cased opening. Any new openings in masonry walls should be as small and inconspicuous as possible. (General, A1.01, A7.01-.02)

10. The unsightly interior downspouts in the corners of the courtrooms are not historic and an alternate location for them should be found away from public view (such as routing down through the turrets, historic office spaces, or other
historically non-public spaces.) - See historic courtroom photos. (A1.02-04, A7.05-.08, A7.16, P1.02-.05)

11. **Wall-to-wall carpet** should not be installed in the restored 4th floor courtroom or library. Historic type flooring materials or carpet runners could be utilized along with area rugs if necessary. (A1.04)

12. The **tile details** identify the tiles found on the upper floors as “octagonal” when in fact octagonal tile is only found on the first floor and lower stair landing and *hexagonal* tile is used on the upper levels and on the remaining landings. The “match existing historical tile” notes should point out whether the contractor is to match the first floor pattern/colors or those found on the upper floors. The tile work needed on the first level beneath the main stairs should be indicated on the drawings. What evidence is there that the courtrooms historically had tile matching the corridors? Original specifications and newspaper reports identified these floors as linoleum. The border/entries in the historic courtrooms should match historic and any pattern should be consistent with a whole-room floor pattern rather than just a small rectangle at each door. There should also be patterned tile in room 300A extending into 300B as well as 300G extending into 300F - out to the location of the historic hallway stairs. (A2.00-.01)

13. To be consistent with historic appearance, rooms 200A, 200G, 308, 400H, 416, 417, & 419 should have 12” *wood bases* instead of the marble specified in the room finish schedule. Rooms 300A and 300G should have 30” *marble wainscot* (and the base in room 300G should also be marble.) Room 410 should have a 12” wood base with no wainscot. (A4.00, A7.03, A7.10)

14. As the new **cased openings in the historic courtrooms** will not have doors, the 5-foot width should meet code and allow for ease of accessibility. (A7.05 & etc.)

15. It is understood that evidence of the original **fireplace design** for the historic library has not been found. The proposed design appears to be compatible with the period but does not appear to match the apparent historical height. The remaining historic plaster on the wall carries across the fireplace at wainscot height, indicating that at least the tile portion of the fireplace was at the same height as the wainscot. In a photo taken on site after the interior demolition, a faint rectangular ghost can be seen in the plaster above the fireplace in room 412. It is difficult to tell from our photo (taken from across the room) if this ghost indicates that a portion of the mantelpiece extended up the wall or perhaps this is where a painting or mirror was affixed. In addition, the original specifications called for “Clubhouse Grates, to cost not less than two hundred and fifty (250) dollars each.” This implies that there should be a coal grate within the firebox. (A7.13, A12.00, A1.04)

16. The electrical plans include “Keyed Note 4” that is calling for **chiseled routing of the floors**. Wouldn’t this damage the structural integrity of the floor? The use of **power tools** for cutting exposed historic materials should be limited to experienced workers in applications and with tools that are specifically approved by the architect. Damage to surviving historic building fabric MUST be kept to a minimum. (E1.03, Specs. Sect. 01731)
17. All **mortar** used in historic masonry is to match the historic mortar in strength and where visible in color, texture, and profile as well. (Specs. Sect. 04200, 04810, 04851)

18. **Patterned and/or stained glass** should only be used if there is documented historic evidence for its historic use in that type of location. Evidence should be provided in support of its proposed use in the main stairwell and in room 400B. A detail should be provided for any proposed patterning. (A11.03, Specifications 01230)

19. The 4th floor courtroom that is set aside to be fully restored was historically a court of appeals. As such, its furnishings were somewhat different than a typical trial courtroom. (See historic courtroom photos.) Can the proposed courtroom functions be accommodated using the historic appeals court furnishing layout? If not, it is acceptable that this room be used to replicate a typical trial courtroom. It appears based upon the historic courtroom photos that several different configurations of judge’s benches were historically used in the courtrooms throughout the building. The design proposed is for a historic type curved front desk as seen in the “swearing-in” photo that is modified in layout by the addition of new wings to accommodate the witness’s and clerk’s positions as well. Instead of this, the historic flat-front judge’s desk seen in the historic “trial” photo could be used, as it already appears to accommodate three positions without outwardly visible modifications. Historic cast-iron type audience seating is necessary to fully replicate this courtroom. Are the replica courtroom chairs to be installed during this phase under a separate contract? (A17.00)

20. The basement plan A1.00 shows the structural piers that supported the historic **main stair** as being essentially symmetrical with the building while section 1A11.02 shows the westernmost pier strangely offset. As the stair design apparently features a structural column resting on the pier their locations should indicate the width of the central flight of the main stairs. As drawn on 1A11.02 the central flight of stairs is shown as being narrower on the upper levels than at the first floor. What evidence do we have that this was the case? It would seem structurally simpler if the widths remained the same on all floors with the stringers tying in at the columns. Then, if the central flight of stairs remained the same 12’ width and the newel posts at the upper levels were similar in size to the ones on the first floor, there would be no need for the short 3 foot railings and posts at the 2nd and 3rd floor levels as the stairs and newel posts would essentially fill the entire opening under the arch. What evidence do we have that there was an under-stair enclosure historically? Without specific evidence of its historic existence and appearance, it should be eliminated. What evidence do we have that there were light fixtures built into the top of the columns on the stairs? Without specific evidence of its historic appearance, stair mounted lighting should be eliminated. What evidence do we have that there was a masonry setback in the floor for the railing under the arch at the top level of the main stairs? (A11.04)

21. The border for **historic tile remaining on the stair landings** was altered at each level when the landings were cut back. The drawings should note that the altered portion of these tile floors should be taken up and re-laid to match historic. The tile work at these landings should be shown on plan sheets A2._. (A11.01)
22. The THC does not consider recreated historic wainscots in the historic courtrooms and corridors, the recreated tile floors in the corridors, or the stairs to the attic to be “alternates” but rather as necessities to maintain the historic character of these public spaces amid the infill of new museum displays. These items should be done in this project. Where are the courtroom wainscot details? (General, Specifications)

23. A window schedule should be provided identifying each window by number and type and describing its features. Interior and exterior window trim should also be depicted for the schedule. Windows on the floor plans should be keyed to this schedule by number. Historic windows should be restored to match original. They should not have louvered vents installed in their place as indicated on M1.07A. The weights have not been shown in the window details for window types D and P. The weight pockets have not been shown on window types P, N, O, T, and S. (A9.00-.03, M1.07A)

Other Issues:

24. The plan set should include a general note regarding the protection of the historic building fabric and the need to alert the architect if unknown conditions or historically significant information or evidence is discovered. (General)

25. Carpet or other non-historic type materials should not be glued to any historic finish surface. (General)

26. Security system components and non-historic MEP or structural components in occupied spaces that must remain exposed are to be finished to match the adjacent historic surfaces and should be as visually unobtrusive as possible. (General)

27. Condensate lines should not be freestanding out in the rooms in occupied spaces. (Rooms 123, 124, 110, and 111) (A1.01)

28. A door should be installed between rooms 300D and 308 as well as between rooms 400E and 416 as there were historic doors to the corridors in these locations. They may be fixed open if functionally necessary. The wainscots from the corridor should be terminated at their face as is typical for doors rather than carry all of the way through the opening as indicated. (A6.02) (A1.03-, 04) Wasn’t there historically a door between room 113 and 102B as is indicated by the historic office photo in your (Mr. Pratt’s) possession? (This photo appears to have been taken in room 113.) (A1.01, A11.04)

29. There is existing, historic tile at the stair landing in room 300C. The historic tile should be preserved and used in place if possible. (It is understood that this may not be possible, as any new tile will have to be laid on top of the existing nonhistoric floors throughout the hallways and this will prevent its exact alignment with the floor level of the historic tile. Perhaps the floor in this location could be tapered towards the stairs from farther out so that the historic tile can remain in place.) (A1.03)

30. It was noted during our site visit following the meeting that the outer wythe of brick in the wall on the 4th level beneath the arch at the door between rooms 400E and 416 does not appear to be original. It appears that the original
configuration here was of a non load-bearing brick wall recessed within the arch - similar to the condition on the 2nd and 3rd levels. What evidence is there that the arch was completely filled in historically? (A1.04, 1A7.09 sim.)

31. Has any physical evidence been found regarding the proposed rosettes at the light fixture locations in the courtrooms and library ceilings? These should match the historic condition as closely as possible based on the evidence found. (A3.02, & .04)

32. Is their any historic evidence or documentation for the appearance of the proposed grillwork at the elevator? The original specifications for the courthouse called for an antique copper grillwork on the elevator. Without further evidence of its historic appearance, the elevator door design should be simplified. If there is sufficient evidence of its historic appearance, the former historic elevator door on the other side of the Grand Stairs should also receive similar detailing in as far as possible given its new use. (A7.04, A13.00)

33. The railing on the stair to the attic is shown with two different appearances (compare 1A7/11 to 2A7.12). We have a 1960's photo of the upper portion of the attic stair and it resembles the railing shown in 1A7.11. The railing shown in 2A7.12 should match the design in 1A7.11. In the 1960's photo the configuration of the top landing appears to be a bit different than indicated in 2A7.12. In this case again 1A7.11 appears to show the stair correctly. (A7.11-.12, A11.04)

34. Elevation 8A7.11 shows a stairway leading up even though the main stairs end at this level. (8A7.11)

35. It appears that the door between rooms 406 and 417 either did not have a transom, has had its lintel lowered, or was entirely non-original. This should be verified in the field and be restored to historic configuration. (A4.7.16)

36. Without more specific evidence of its historic appearance, the new partition wall at the entrance to the library should be kept simple yet compatible. Is there any surviving evidence on the walls indicating how far down that the plaster was carried on the partition or how far out from the walls? (Was the cornice the only part of the partition that was plaster or was a portion of the upper wall and sidewalls themselves plaster - as is shown?) (A7.11)

37. Is there any historical evidence of pull down window shades that were on concealed internal rolls? Historic interior photos appear to show pull down shades mounted in an exposed location just beneath the head of the windows. The window shades should match historic as closely as possible even if that means that the retracted shades or blinds are mounted in a visible position. Supplemental nonhistoric scrims or shades needed for additional protection of museum displays should ideally be mounted on the concealed rolls. (A9.01-.03)

38. The new partition shown on A1.04 should be indicated with note #7. (A1.04)

39. Door 401 appears to be in a non-historic location in a historically public space and should be deleted as access to this room is already appropriately provided by door 400. (A1.04)

40. Transoms above the single and double doors should be indicated on the door schedule. What evidence do we have that the transoms above interior double doors were divided. Interior transoms above double doors were historically not usually divided and rarely functioned as two independently operable sashes as
their appearance in the interior elevations would seem to indicate. Transoms should be designed to be made operable. (A16.02, A7.03-.08, A7.12, A7.14, A7.16)

41. For privacy and to help conceal the non-historic partitions passing near the windows, shades or wood blinds matching the historic should be installed in restroom windows. (General, A8.01-.02)

42. Placement of HVAC equipment and ducts in the attic should not block views of the historic structure from room 500. This equipment should ideally be painted out to be less visually intrusive. (M1.07, M1.07A)

43. How are the ¼” drain lines to be routed downwards from the fan coil units shown in corridors 300B and 300F to the corner turrets? These fan coil units serve only the storage units, correct? (P1.04)

44. What color of glass is to be specified for the clock faces? The original order placed with the E. Howard Clock Company called for a slightly blue cast that, with the yellowish light sources available originally, would have appeared white at night. Ideally the new replicated faces would match the original slightly blue cast and the new light sources would match the slightly yellow appearance of the original lights. (A10.15)

45. Masonry sealers should not be used without compelling justification accepted by the THC, as its use in many cases has caused damage to the masonry at other historic structures. (Specifications)

46. A light fixture used in its historic location should replicate the historic fixture if its historic appearance is known. If a light fixture is to be placed in a historic location yet the appearance of the historic fixture is unknown then the new fixture should be a simple, unadorned, period-appropriate fixture of appropriate scale for the location. Light fixtures in locations that are not historic or that may not be historic should not be of a historic style but rather should be as small, simple, and inconspicuous as possible. The minimum number of such new-type fixtures should be used and they should generally be finished to match the surface to which they are attached. THC would want to review mockups of all fixtures proposed for use in public spaces. References have been made to new lighting sconces proposed for the porches yet there appears to be no detail of their appearance or location in the plans. These fixtures will need to be reviewed by the THC. (Specifications)

**Restoration items deferred by the county:**

47. It is understood that the budget precludes the removal of the non-historic portions of the third level corridor floors and the reconstruction of the corridor stairs at this time. THC feels that these spaces are very significant to the historic and architectural character of the building. This work will need to be done in future phases for this to be considered a full restoration in the Texas Historic Courthouse Preservation Program.

48. It is understood that the museum would like to use the 3rd level corridors for storage lockers. Nothing should be installed in these locations that would inhibit their later full restoration. Recreated historic tile floors in theses spaces must align with historic features — not necessarily with these new infill structures. It is
recommended that these new structures be aligned with the historic stair locations/tile borders. Note that these structures will have to be eliminated if this project becomes a full restoration in future phases. (A1.03)

49. Is entry vestibule 124A historic? If not, to restore the main corridor this doorway should be returned to its historic configuration if this project becomes a full restoration in future phases. (A1.01)

50. Is the interior window between rooms 122 and 102D historic? If not, to restore the main corridor this window should be eliminated if this project becomes a full restoration in future phases. (A1.01)
October 14, 2003

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Ronica L. Watkins, Senior Budget & Policy Analyst

SUBJECT: Justice of the Peace 1-2 Request for Temporary Clerks

Background
During the FY2004 Budget Hearings, Pamela Hopkins, Chief Clerk Justice of the Peace Precinct 1-2, spoke on behalf of Judge Steele, requesting their authorized staffing remain at the current level for FY2004. Ms. Hopkins advised the Commissioners Court of potential additional revenue if the two clerks to be deleted were maintained. The two clerk positions would be utilized to process cases received from Precinct 5-2, Lancaster pre-redistricting as well as backlog of traffic cases received from the Sheriff’s Department in 2001. The Commissioners Court instructed the Auditor’s Office to audit the files to verify the numbers. Consequently, the Auditor’s Office conducted a brief audit of the files and estimated a backlog of 22,000 traffic cases with a potential collection on 50% of the cases. Justice of the Peace Steele requested further review by the Office of Budget Evaluation to provide staffing to address the backlog in the court. The Office of Budget and Evaluation met with the Chief Clerk to review the court’s request for additional staffing.

The purpose of this briefing is to discuss the issues outlined by Justice of the Peace 1-2 and make recommendations.

Operational Impact
There are two areas of concern for Justice of the Peace 1-2, cases transferred from Lancaster Court as part of redistricting and Justice of the Peace 1-2 traffic backlog.

Transferred Case - Precinct 5-2 Lancaster
As a part of redistricting JP Precinct 5-2 cases were transferred to Justice of the Peace 1-2. The court was unable to process the Lancaster cases with its current authorized staffing during that time. The Lancaster court cases are all filed together and are filed in alpha order rather than by case number. Therefore, it is difficult to provide a breakdown by case type. The Office of
Budget and Evaluation and the Chief Clerk took a manual count of boxes and shelves to provide an approximate number of cases that require some action.

Prior to redistricting taking effect defendants were mailed out letters instructing them that once redistricting was complete a letter will be sent out to set trial dates. Lancaster cases consist of multiple activities that need to be completed:

There are nine boxes (1,800 files) of active warrants (performed manual count on two boxes 200 cases per box). Thirteen shelves (9,269) of active warrants – Budget Analyst and Chief Clerk performed a manual count of two shelves at 713 per shelf. Total of 11,069 active warrants with no work completed on them from Lancaster. In addition, there are 1,200 cases that need to be set for trial.

Additional bookkeeping is required to process breakdown of funds collected by the Sheriff’s Office. These are individual that were in jail and paid their fines. The Auditor’s Office has provided the court a list of information for approximately 600 cases, but the funds have not been credited to each case. The bookkeeper needs to credit the defendant’s case recall warrant, and dispose case off of the system.

The court proposes utilizing one temporary clerk and one-half temporary clerk to process the Lancaster cases. Also, the Chief Clerk discussed the potential of adding one District Attorney Day to expedite the processing and dismissal of these cases.

**Proposed Action:**

1. Process the warrant returns, possibly re-issue warrants with better information for Constables to serve;
2. Served warrants resulting in placing defendants in jail need an appearance letter generated after posting bond to enter pleas to either request trials or receive an extension to pay balance or pay the entire amount of fines and fees assessed;
3. Issue capias warrants on those individuals that did not comply with their payment plan;
4. Set trial dates for the 1,200 cases that have entered a plea and awaiting a notice from the court.

The court does not anticipate re-issuing warrants that have been returned purged over two years old and that has already been placed on regional. Also, those cases with bad information for defendant warrants will not be re-issued. The court will recommend dismissal of these cases to the District Attorney’s Office.

**Precinct 1-2 Traffic Backlog**

The court had approximately 20,000 traffic cases filed in 2001 from the Sheriff’s Office and Parkland. As of October, 4,000 notices of violations have been sent to defendants. There remains approximately 16,000 cases that need a notice of violation sent to them. The Office of Budget and Evaluation recommends that the Notice of Violation include the option of paying through the Central Collections Department.
The court proposes to utilize the contingency clerk funded by a certified revenue enhancement and half a temporary clerk to focus only on these cases. The Chief Clerk has indicated that a spreadsheet and log has been set-up to track the backlog processed.

**Financial Impact**

The Auditor's Office certified $31,960 in additional revenue enhancements and Commissioners Court approved one contingency clerk as part of the FY2004 Adopted Budget. One quarter of the contingency clerk's salary has been budgeted in Precinct's 1-2 budget. The remaining salary and benefits have been budgeted in contingency funds. The additional revenue was certified based on a revenue enhancement proposed by Justice of the Peace Precinct 1-2 to prepare necessary documentation to request refund on unpaid eviction and writs fees from the City of Dallas Housing Authority. The letter requesting unpaid funds has been sent and one payment of $2,565 has been received by the Auditor's Office. Once the documentation is complete on this project, the contingency clerk will begin processing the traffic backlog.

In addition to the one contingency clerk, Judge Steele is requesting two additional temporary clerks to assist with the traffic backlog and transferred cases from Lancaster.

Judge Steele anticipates utilizing the two temporary clerks until the backlog is completely processed. The estimated cost for the two temporary clerks for one year is $42,240. The Chief Clerk has indicated that the court has the work space to accommodate the two clerks. However, the court will need a terminal for one of the temporary clerks to process the cases.

Other Revenue Enhancements implemented by Justice of the Peace 1-2 include:

- As of September 1, 2003, Judge Steele increased all fines by $50
- Utilizes the JP Central Collection Fine Schedule for all Traffic Cases
- Began assessing the $2 collections transaction fee

Based on the Auditor's Office estimates from similar J.P. Collections projects, it is anticipated that there is a potential 30% collection rate on 50% responses on the traffic backlog. The potential revenue on 11,000 cases at an average of $150 per case is approximately $500,000.

**Recommendation**

The Office of Budget and Evaluation recommends Commissioners Court authorize the use of the temporary clerks to assist with the identified backlog. The Office of Budget and Evaluation recommends funding the two temporary clerks for three months, which will have a financial impact of $10,560. At the end of each quarter Judge Steele will be required to submit data to chart the progress of the court. The Office of Budget and Evaluation will brief the Commissioners Court on the progress of Precinct 1-2 and make a recommendation on whether or not the temporary clerks and/or the contingency clerk use should be continued.
October 15, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Greg Allbright
Budget and Policy Analyst

SUBJECT: DIVERT grants award acceptance

BACKGROUND
The Criminal Justice Division, Office of the Governor, has notified Dallas County of its award of two grants, the Adult Substance Abuse Outpatient Counseling project and the Drug Court Intervention program, for the DIVERT Court. The purpose of this briefing is present Commissioners Court with a recommendation concerning acceptance of the grant awards.

OPERATIONAL IMPACT
The DIVERT Court’s Adult Substance Abuse Outpatient Counseling project provides an in-house substance abuse counselor. This counselor monitors and provides treatment for DIVERT program participants during the outpatient treatment portion of their DIVERT Court participation.

The Drug Court Intervention grant provides funds for the administration of the DIVERT Court, and an additional substance abuse counselor. One Program Manager and a secretary serve as the administrative staff for the DIVERT Court, with the salaries for these positions being funded from this grant. The substance abuse counselor works with the previously mentioned counselor to provide in-house counseling for program participants.

FINANCIAL IMPACT
Funding for the Drug Court Intervention project provides $109,374, with no cash match. The Adult Substance Abuse Outpatient Counseling Project is for $43,856 with no cash match.

RECOMMENDATION
The Office of Budget and Evaluation recommends acceptance of the grant awards from the Criminal Justice Division, Office of the Governor for a combined award of $153,230, with no cash match and will run from October 1, 2003 to August 31, 2004.
Honorable Margaret Keliher  
Dallas County  
411 Elm Street, 2nd floor  
Dallas, Texas 75202  

Dear Ms. Keliher:  

I am pleased to announce a grant award for $43,856 to your organization for the following project: Adult Substance Abuse Outpatient Counseling Project.  

My Criminal Justice Division is working to ensure that communities throughout the state receive the resources to make Texas a safer place. CJD-funded programs promote help and healing for crime victims, provide safe places and positive role models for young Texans, enforce laws that protect citizens and expand training opportunities for Texas criminal justice professionals. Your project contributes to these efforts.  

The attached Statement of Grant Award contains more specific information about your award. Please call my Criminal Justice Division at (512) 463-1919 if you have any questions. Thank you for your work and best wishes for a successful project.  

Sincerely,  

Rick Perry  
Governor  

RP: kcn  
16754-01
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
GRANT ACCEPTANCE NOTICE

SF-04-A10-16754-01  Dallas County  Adult Substance Abuse Outpatient Counseling Project

Grant Acceptance:
This Acceptance Notice must be signed by the authorized official named on the grant and returned to the Criminal Justice Division (CJD) by .

1. I certify that I am authorized by the applicable governing body to accept, decline, alter, or terminate this grant on behalf of the grantee.
2. If the grantee is not a state agency and the current authorized official is not accounted for in the resolution on file at CJD, I certify that a new resolution has been included with the acceptance of this grant or will be submitted prior to the collection of grant funds.
3. I agree to the terms of the grant on behalf of the grantee, including Title 1, Part 1, Chapter 3, Texas Administrative Code and the adoptions by reference therein.
4. I understand that the grantee is obligated to provide applicable match, as required by the terms of the grant.
5. I understand that a violation of any term of the grant may result in CJD placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, and/or barring the grantee from receiving future CJD grant funds.
6. I understand that grant funds may be withheld until all special conditions placed on this grant are satisfied.
7. I understand that each grant official position must be occupied by a different individual.
8. I understand that any of the three grant officials may request adjustments to the grant.
9. I understand that CJD must be notified in writing of any grant official change, which must include a sample signature of the new grant official.

The authorized official for this grant must indicate agreement by signing the Acceptance Notice. The grantee will not be eligible for any grant funds until this notice is executed and returned to CJD.

Signature of Authorized Official

Date

Verification of Information and Sample Signatures:
The grantee must verify all of the grant official's identifying information as listed below. If the information for any of the three officials is incorrect, complete the Designation of Grant Officials Form found at http://www.governor.state.tx.us, and return to CJD.

☑ YES  Select YES if the all of the information below is correct, sign, and return to CJD.
☒ NO   Select NO if any of the information below is incorrect, use the Designation of Grant Officials Form to notify CJD of the updated information ONLY, sign, and return both completed forms to CJD.

Authorized Official
Name: Honorable Margaret Kelher
Address: 411 Elm Street, 2nd floor,
Phone: (214) 653-7555
Fax: (214) 865-6568
Email: mkelher@dallascounty.org
Position: County Judge
City/State/Zip: Dallas, Texas 75202

Project Director
Name: The Honorable John C. Creuzot
Address: Frank Crowley Courts Building, 133 North Industrial Boulevard, 8th Floor
Phone: (214) 653-5394
Fax: (214) 653-5347
Email: jcreuzot@aol.com
Position: Judge, Criminal District Court #4
City/State/Zip: Dallas, Texas 75207

Financial Officer
Name: Ms. Virginia Porter
Address: 407 Records Bldg, 4th Floor
Phone: (214) 653-6472
Fax: (214) 653-6440
Email: wstefanos@dallascounty.org
Position: County Auditor
City/State/Zip: Dallas, Texas 75202

Post Office Box 12428, Austin, Texas 78711 (512) 463-1919

CJD Grant Manager: Switzer, Judy
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: SF-04-A10-16754-01
Grantee Name: Dallas County
Project Title: Adult Substance Abuse Outpatient Counseling Project
Grant Period: 09/01/2003 - 08/31/2004
Program Fund: SF-State Criminal Justice Planning (421) Fund

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The Governor's Criminal Justice Division (CJD) has awarded the above-referenced grant. The approved budget is reflected in the attached Budget Summary. This grant is subject to and conditioned upon acceptance of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code. Applicable special conditions are cited below. By signing and submitting the Grantee Acceptance Notice to CJD, the grant officials accept the responsibility for the grant project and certify their agreement to the conditions of grant funding.

Required Attachments:

Resolution
Please Resubmit: According to the Texas Administrative Code, Section 3.2021(3) the resolution must contain a designation of the title (i.e., County Judge) of an authorized official who is given the power to "apply for, accept, reject, alter, or terminate a grant." The resolution you submitted with your application does not properly designate the authorized official to perform all the functions required of that position, therefore you must resubmit a revised resolution. Furthermore, the resolution states the amount requesting is $143,152 and will provide a cash match of $13,860. The budget reflects a match of $0 and requesting $43,856 from CJD. Please make corrections on the resolution to reflect the budget.
OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
APPROVED BUDGET SUMMARY

Grant Number: SF-04-A10-16754-01  
Grantee: Dallas County  
Project Title: Adult Substance Abuse Outpatient Counseling Project  
Grant Period: 09/01/2003 to 08/31/2004  
Funding Source: SF-State Criminal Justice Planning (421) Fund  
Region: 0400  
Date: 10/08/03

<table>
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<th>CJD</th>
<th>Cash Match</th>
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<td>D. Equipment:</td>
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</tr>
<tr>
<td>E. Construction:</td>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>F. Supplies:</td>
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<td>$1,134</td>
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<td>G. Indirect:</td>
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<td><strong>$0</strong></td>
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</tr>
</tbody>
</table>

Budget Detail:

A. Substance Abuse Counselor (100%) $31,850  
Fringe Benefits $10,872

F. Project Supplies $1,134

2004-Criminal Justice  
Post Office Box 12428, Austin, Texas 78711  
(512) 463-1919
Honorable Margaret Keliher  
Dallas County  
411 Elm Street, 2nd floor  
Dallas, Texas 75202

Dear Ms. Keliher:

I am pleased to announce a grant award for $109,374 to your organization for the following project: Drug Court Intervention.

My Criminal Justice Division is working to ensure that communities throughout the state receive the resources to make Texas a safer place. CJD-funded programs promote help and healing for crime victims, provide safe places and positive role models for young Texans, enforce laws that protect citizens and expand training opportunities for Texas criminal justice professionals. Your project contributes to these efforts.

The attached Statement of Grant Award contains more specific information about your award. Please call my Criminal Justice Division at (512) 463-1919 if you have any questions. Thank you for your work and best wishes for a successful project.

Sincerely,

Rick Perry
Governor

RP:kcn
16042-03
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
GRANT ACCEPTANCE NOTICE

DC-04-A10-16042-03 Dallas County Drug Court Intervention

Grant Acceptance:

This Acceptance Notice must be signed by the authorized official named on the grant and returned to the Criminal Justice Division (CJD) by.

1. I certify that I am authorized by the applicable governing body to accept, decline, alter, or terminate this grant on behalf of the grantee.
2. If the grantee is not a state agency and the current authorized official is not accounted for in the resolution on file at CJD, I certify that a new resolution has been included with the acceptance of this grant or will be submitted prior to the collection of grant funds.
3. I agree to the terms of the grant on behalf of the grantee, including Title 1, Part 1, Chapter 3, Texas Administrative Code and the adoptions by reference therein.
4. I understand that the grantee is obligated to provide applicable match, as required by the terms of the grant.
5. I understand that a violation of any term of the grant may result in CJD placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, and/or barring the grantee from receiving future CJD grant funds.
6. I understand that grant funds may be withheld until all special conditions placed on this grant are satisfied.
7. I understand that each grant official position must be occupied by a different individual.
8. I understand that any of the three grant officials may request adjustments to the grant.
9. I understand that CJD must be notified in writing of any grant official change, which must include a sample signature of the new grant official.

The authorized official for this grant must indicate agreement by signing the Acceptance Notice. The grantee will not be eligible for any grant funds until this notice is executed and returned to CJD.

Verification of Information and Sample Signatures:

The grantee must verify all of the grant official's identifying information as listed below. If the information for any of the three officials is incorrect, complete the Designation of Grant Officials Form found at http://www.governor.state.tx.us, and return to CJD.

☑ YES Select YES if the all of the information below is correct, sign, and return to CJD.

☑ NO Select NO if any of the information below is incorrect, use the Designation of Grant Officials Form to notify CJD of the updated information ONLY, sign, and return both completed forms to CJD.

Authorized Official
Name: Honorable Margaret Keilher
Address: 411 Elm Street, 2nd floor.
Phone: (214) 653-7555
Fax: (214) 653-6585
Email: mkeilher@dallascounty.org

Position: County Judge
City/Zip: Dallas, Texas 75202

Project Director
Name: The Honorable John C. Creuzot
Address: Frank Crowley Courts Building, 133 North Industrial Boulevard, 9th Floor
Phone: (214) 653-5344
Fax: (214) 653-5347
Email: jcreuzot@aol.com

Position: Judge, Criminal District Court #4
City/Zip: Dallas, Texas 75207

Financial Officer
Name: Ms. Virginia Porter
Address: 407 Records Bldg, 4th Floor
Phone: (214) 653-6472
Fax: (214) 653-6440
Email: wstefanos@dallascounty.org

Position: County Auditor
City/Zip: Dallas, Texas 75202

Signature of Project Director Date

Signature of Financial Officer Date

CJD Grant Manager: Switzer, Judy
Post Office Box 12428, Austin, Texas 78711 (512) 463-1919
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

STATEMENT OF GRANT AWARD

Grant Number: DC-04-A10-16042-03
Grantee Name: Dallas County
Project Title: Drug Court Intervention
Grant Period: 10/01/2003 - 08/31/2004
Program Fund: DC-Drug Court Program

CJD Award: $109,374
Grantee Cash Match: $36,459
Grantee In-Kind Match: $0
Total Project Cost: $145,833

The Governor's Criminal Justice Division (CJD) has awarded the above-referenced grant. The approved budget is reflected in the attached Budget Summary. This grant is subject to and conditioned upon acceptance of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code. Applicable special conditions are cited below. By signing and submitting the Grantee Acceptance Notice to CJD, the grant officials accept the responsibility for the grant project and certify their agreement to the conditions of grant funding.
**OFFICE OF THE GOVERNOR**  
**CRIMINAL JUSTICE DIVISION**  
**APPROVED BUDGET SUMMARY**

<table>
<thead>
<tr>
<th>Grant Number:</th>
<th>DC-04-A10-16042-03</th>
<th>Region:</th>
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<td>Grantee:</td>
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<td>Project Title:</td>
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<td>Funding Source:</td>
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<tr>
<td><strong>Total:</strong></td>
<td>$109,374</td>
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<td>$145,833</td>
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</table>

**Budget Detail:**

A.  
- Program Manager (100%) $45,084  
- Administrative Assistant (100%) $27,248  
- Substance Abuse Counselor (100%) $36,176  
- Fringes (30%) $32,324

C.  
- 10th Annual National Drug Court Training Conf $3,750

F.  
- Consumable Office Supplies and Postage $1,251
October 21, 2003

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Scott Secrest, Budget and Policy Analyst

SUBJECT: Addition of Property to County Inventory

Background
Last year, a grant from the Hillcrest Foundation, along with matching County Funds, were used to purchase a Scanning Electron Microscope/Energy Dispersive X-Ray (SEM/EDX) for the Crime Lab at the Institute of Forensic Sciences. Since then, the need for an additional piece of equipment was made apparent due to the learning curve associated with using a new piece of technical equipment. The purpose of this briefing is to recommend that the Commissioners Court authorize the Crime Lab to accept the necessary equipment from the SEM lab at UTSWMC.

Operational Impact
The new equipment necessary serves the purpose of coating adhesive stubs from evidence samples with either a thin layer of carbon or gold under vacuum pressure. This High Vacuum Evaporator usually runs for approximately $18,000. However, a usable machine was found in UT SWMC’s surplus property section. They have offered it free of charge to the Crime Lab.

Financial Impact
Currently there is no cost associated with accepting the machine. It should be noted, however, that an ongoing operational and maintenance cost of an estimated $500 per year is anticipated. Additionally, it is expected that sometime in the next few years, IFS will request a replacement for the machine during the normal budget process.

Recommendation
The Office of Budget and Evaluation recommends that permission be given to the Crime Lab and IFS to accept the High Vacuum Evaporator from UT SWMC and add this machine to the County Property Inventory.
October 21, 2003

MISCELLANEOUS

1) **DISTRICT COURTS ADMINISTRATION** - requests approval for the law firm Jenkins and Gilchrist to use courtrooms and jury rooms (14th, 44th, 68th, 191st District Court and Tax Court) located in the George L. Allen Sr., Courts Building to conduct a Mock Trial Competition on Saturday, October 25, 2003 and Sunday, October 26, 2003 from 7:00 a.m. until 6:00 p.m.

2) **FACILITIES MANAGEMENT** requests approval to surplus vehicle unit RL082 (1989 GMC S15 small pickup) as the repair to cap cost exceeds the County’s policy. The vehicle would be replaced with a Road & Bridge #1 salvaged unit RA005 (1990 3/4 ton pickup). The vehicle is utilized by the Facilities Management Department for low mileage operations. Recommended by the Fleet Manager and the Office of Budget & Evaluation.

TRAVEL REQUESTS

3) **DATA SERVICES** - requests blanket approval for Rodney Christian to attend and participate in the monthly Conference of Urban Counties Integrated Justice Information System Procurement Process meetings in Austin, Texas: Funding not to exceed $600 is available in General Fund, IT Services Department, Business Travel Account, FY Budget 2003, (00120.1090.04010.2003).

4) **SHERIFF’S DEPARTMENT** - requests approval for Captain David Kuykendall to attend the mandated Texas Automobile Theft Prevention Authority Board Meeting in Brownsville, Texas on November 3-5, 2003 in a County vehicle with gas credit cards: $285.80 is available in Grant Fund, NTATTF Department, ATPA Meetings Account, FY Budget 2004, (00466.05600.02460.2004).

5) **DISTRICT ATTORNEY** - requests approval for:

a) Jon Lumbley, Heath Hyde, Christina Coulta, and Mysti Curran to train and provide Family Violence Training for Law Enforcement in Marshall and Gilmer, Texas on October 22-24, 2003: $1,816.40 is available in Grant Fund, Regional Training Coordinator Department, Business Travel Account, FY Budget 2003, (00466.6001.4010.2003).
b) Abhi Kang and Jenna Lanoue to provide Family Violence Training for Legal Professionals in Wichita Falls, Texas on October 24, 2003: $386 is available in Grant Fund, Regional Training Coordinator Department, Business Travel Account, FY Budget 2003, (00466.6001.4010.2003).

c) Steve Storie and Steve Ashby to provide Family Violence for Law Enforcement in Killeen, Texas on October 28-29, 2003: $577.60 is available in Grant Fund, Regional Training Coordinator Department, Business Travel Account, FY Budget 2003, (00466.6001.4010.2003).

d) Jon Lumbley to provide Family Violence Training for Law Enforcement in Abilene, Texas on October 28-29, 2003: $314 is available in Grant Fund, Regional Coordinator Department, Business Travel Account, FY Budget 2003, (00466.6001.4010.2003).

e) Steve Storie and Carla Bean to train and provide Family Violence Training for Law Enforcement in New Braunfels, Texas on October 29-30, 2003: $1,115 is available in Grant Fund, Regional Training Coordinator Department, Business Travel Account, FY Budget 2003, (00466.6001.4010.2003).

6) **HEALTH & HUMAN SERVICES DEPARTMENT** -requests approval for:


b) Lee D. Arning, Jr. to attend the Volunteers in Homeland Security Conference 2003 in Austin, Texas on November 4-6, 2003: $539.74 is available in Grant Fund, OPHP-Bioterrorism Department, Conference Training Account, FY Budget 2004, (00466.08723.02460.2004).


d) Cynthia Hoard, Regenia Hawkins, and Patricia Scali to attend the Skill Path Training: The Essential of Communicating with Diplomacy and Professionalism in Dallas, Texas on December 1-2, 2003 in a County vehicle with gas credit cards: $643 is available in Grant Fund, Section Housing Department, Conference Training Account, FY Budget 2004, (00466.8001.2460.2004).
e) Cynthia Hoard and Patricia Scali to attend the Skill Path Training: Excelling as a First-Time Manager or Supervisor in Dallas, Texas on December 9, 2003 in a County vehicle with gas credit cards: $438 is available in Grant Fund, Section Housing Department, Conference Training, FY Budget 2004, (00466.8001.2460.2004).

f) Manuel Migoni and Kesete Yohannes to attend the Nan MacKay Training: SEMAP/Program Utilization in Denver, CO on December 10-14, 2003: $2,658.83 is available in Grant Fund, Section Housing Department, Conference Training Account, FY Budget 2004, (00466.8001.2460.2004).

g) Gary Armstrong to attend the Analyzing Nonprofit Financial Statements in Dallas, Texas on December 12, 2003: $120 is available in Grant Fund, Ryan White T-II Department, Workshop Account, FY Budget 2003, (00466.65502.02050.2003).

h) Linda Cobb to attend the Skill Path Training: The Essentials of Credibility, Composure and Confidence in Dallas, Texas on December 15, 2003 in a County vehicle with gas credit cards: $119 is available in Grant Fund, Section Housing Department, Conference Training Account, FY Budget 2004, (00466.8001.2460.2004).

i) Gary Armstrong to attend the Developing Successful Grants in Dallas, Texas on February 25, 2004: $164 is available in Grant Fund, Ryan White T-II Department, Workshop Account, FY Budget 2003, (00466.65502.02050.2003).

7) **PROBATE COURT NO. 1** - requests approval for:

a) Mona L. Castillo to attend a Continuing Education Course to maintain a license for the Official Court Reporter in Irving, Texas on October 24-25, 2003: $164.68 is available in General Fund, Probate Court No. 3, Education Fund, FY Budget 2003, (00120.4703.21667.2003).

**EXCEPTION TO TRAVEL REQUESTS**

**UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED**

b) Judge Joe Loving to attend the National College of Probate Judges in South Carolina on November 10-16, 2003: $2,343 is available in General Fund, Probate Court No. 3 Department, Education Fund, FY Budget 2003, (00120.4703.21667.2003).
c) Deborah Foster to attend the National College of Probate Judges in South Carolina on November 10-16, 2003: $2,343 is available in General Fund, Probate Court No. 3 Department, Education Fund, FY Budget 2003, (00120.4703.21667.2003).

**MISCELLANEOUS EQUIPMENT**

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<tr>
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<th>DEPARTMENT:</th>
<th>ITEMS:</th>
<th>ESTIMATED COST:</th>
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<th>EXPENDITURE SOURCE:</th>
<th>PROPOSED ACTION:</th>
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<td>$0 (Surplus Equipment)</td>
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<td>N/A</td>
<td>The Sheriff’s Office, Central Intake Division, is requesting the surplus equipment in order to create more seating, provide seating for training on the AIS system, as well as a table to hold the AIS equipment. They have also requested a file cabinet to hold additional files. Recommended by the Office of Budget and Evaluation.</td>
</tr>
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<td>Truancy Court</td>
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<td>The Truancy Coordinator is requesting two desks from surplus to be utilized for the third Truancy Court at the Frank Crowley Building location. Recommended by Office of Budget and Evaluation.</td>
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<td>District Clerk</td>
<td>Equipment - $6,330</td>
<td>Maintenance Contract - $975</td>
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<td>Formax Letter Folder/Envelope Inserter and Maintenance</td>
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FUNDING SOURCE: 00120.9940.08410.2004 (General Fund, Reserves and Contingency, Furniture and Equipment)
EXPENDITURE SOURCE: 00120.4020.08410.2004 (General Fund, District Clerk, Furniture and Equipment, FY2004) and 00120.4020.02640.2004 (General Fund, District Clerk, Maintenance, FY2004)
PROPOSED ACTION: District Clerk Jim Hamlin is requesting funds to replace the Formax Letter Folder and Inserter in the Trust Collections Division. The current machine is unusable and the functions of the machine are being performed manually by staff in the Trust Collections Division. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUEST

Engineering - requests:
D-0309028 to install a data-line cable on the 9th floor of the GACB for the on-site renovation project management. Installation: $58.75; no recurring cost. Recommended.

M-0309059 to install a multi-line phone on the 9th floor of the GACB for the on-site renovation project management. Equipment: $38.00; Installation: $41.50, labor covered by contract; no recurring cost. Recommended.

M-0309060 to install a single-line phone in the Engineering plan room on the 9th floor of the GACB. Equipment: $40.32; Installation: $41.50, labor covered by contract; no recurring cost. Recommended.

Truancy Court M-0309028 requests to install a phone line in room 225 on the 2nd floor of the NDGC to relocate Judges office. Installation: $41.50; no recurring cost. Recommended.

UTMB —0308054 requests to install three single-line phones for use by employees in the Infirmary on the 5th floor of the west tower. Equipment: $30.00; Installation: $124.00, labor covered by contract; no recurring cost. Recommended.

Juvenile M-0309054 requests to install a multi-line phone with a speaker phone to allow conference calls when needed. Equipment: $72.00; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.
Sheriff D-0309025 requests to install a data-line cable in room A1008 in the Lew Sterrett west tower to provide access to network. Installation: $58.75; no recurring cost. Recommended.

Auditor M-0309049 requests to install phone line on the 4th floor of the Records building to provide more efficient communications in department. Installation: $41.50; no recurring cost. Recommended.

Sheriff Photo Lab D-0309026 requests to install six data-lines to provide access to the network and a network printer in room A. Installation: $330.00; no recurring cost. Recommended.

IT Services M-0310008 requests to relocate a single-line phone to a new location on the 5th floor of the Records building. Equipment: $0.00; Installation; $0.00, labor covered by contract; no recurring cost. Recommended.

Health & Human Services M-0310002 requests to relocate a single-line phone from room 750 to room 748 due to changes in office. Equipment: $0.00; Installation; $0.00, labor covered by contract; no recurring cost. Recommended.

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.