

PH # 1/#19

WS # _____

VS # _____

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 11/18/08

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Consider and take appropriate action on to authorize the filing of an instrument to vacate two 5' public utility easements located along either side of the common lot line between Lots 1184 and 1185, Apache Shores, Section 2 – a subdivision in Travis County, Precinct 3.

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached?*

Yes X No _____

*Any backup material to be presented to the court must be submitted with this Agenda.
Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?
Yes X No _____ Please list those contacted and their phone number.

John Hille - 854-9415

Austin American-Statesman

AK Anna Bowlin - 854-9383

Joe Arriaga - 854-9383

III. PERSONNEL

____ A change in your department's personnel (reclassifications, etc.)

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately.

- ____ Additional funding for your department
- ____ Transfer of funds within your department budget
- ____ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

MEMORANDUM

DATE: November 7, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director – Development Services

SUBJECT: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate two 5' public utility easements located along either side of the common lot line between Lots 1184 and 1185, Apache, Section 2 – a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request to vacate two 5' public utility easements (PUEs) located along either side of the common lot line of Lots 1184 and 1185 within Apache Shores, Section 2. Lots 1184 and 1185 front on Running Deer Trail, a street maintained by Travis County. The purpose for this vacation is so that the property owner can build future improvements, such as decks and patios, without encroaching on the subject PUEs.

The utility companies operating in the area have stated that they have no objection to vacating this portion of the easement. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Two of the utility companies have stated that they have a guy wire in the northerly 30' of the easements. It has been agreed that this portion of the easements will remain as shown on the accompanying survey and sketch.

Page 2
November 7, 2008

Travis County has no need for these easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained. This hearing was set through a consent item from the October 28, 2008 Agenda. The required public notice has been posted. TNR staff foresees no reason for opposition to this vacation.

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the portions of easements as described in the attached field notes and sketch.

Exhibits:

Order of Vacation
Letter of Request
Field Notes and Sketch
Statements from utility companies (4)
Sign posting affidavit & picture
Maps

PS:AB:ps

1105 Running Deer Trail

08-PUE-09

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 5' public utility easements located along either side of the common lot line of Lots 1184 and 1185, Apache Shores, Section 2 as recorded in Volume 48, Page 58 of the Plat Records of Travis County, Texas. so that the proposed improvements are not encroaching on the subject public utility easements; and

WHEREAS, utility providers serving the area have indicated that they have no need for the two 5' public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the two 5' public utility easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on November 18, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 5' public utility easements located along either side of the common lot line of Lots 1184 and 1185, Apache Shores, Section 2, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

Transportation & Natural Resources Permitting Department

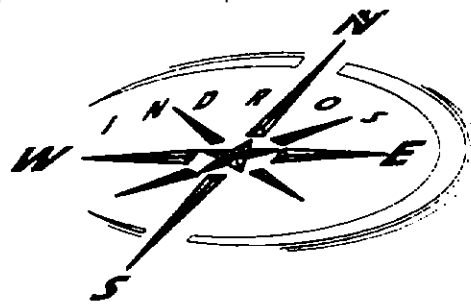
Re: Vacating Public Utility Easement

To whom it may concern -

I would like to vacate ~~the~~ ^{(2) (total of 10ft wide)} 5ft PUEs on either side of the common property lines of Lots 1184 & 1185 of the plat of Apache Shores, Section 2, Austin, TX, Travis County (of record in Vol 48, Page 58 of the Plat Records of Travis County, TX) of the properties located @ 14209 & 14213 Running Deer Trail. I own both lot 1184 & 1185 & require the use of the easement for decks, patios & backyard area due to the terrain of the land. Austin Energy & Time Warner Cable request the use of the ^{30ft} section where the telephone pole & guy anchor is located, but are willing to release the ~120 feet left of the easement which is fine with me (refer to surveys). Please feel free to contact me @ my cell (903) 513-4935 if you have any questions. I have enclosed the check & all paperwork necessary for your review.

Thank you,

Sean Woods



Windrose Land Services Austin Ltd

4120 Commercial Center Dr., Suite 300

Austin, Texas 78744

Phone (512) 326-2100 Fax (512) 326-2770

Professional Surveying Services

**10' UTILITY
TO BE RELEASED FROM
LOT 1184 AND LOT 1185
APACHE SHORES SUBDIVISION, SECTION 2
VOLUME 48, PAGE 58, T.C.P.R.**

LEGAL DESCRIPTION

BEING THAT CERTAIN UTILITY EASEMENT OF RECORD IN VOLUME 48, PAGE 58 OF THE PLAT RECORDS AND IN VOLUME 3778, PAGE 1303 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID EASEMENT BEING A 10' UTILITY EASEMENT BEING 5' EITHER SIDE OF THE COMMON LINE OF SAID LOTS BEING PART OF AND SITUATE IN LOT 1184, AND LOT 1185, APACHE SHORES SUBDIVISION, SECTION 2, A SUBDIVISION IN TRAVIS COUNTY, TEXAS; SAID EASEMENT IS TO BE RELEASED FROM A POINT 30' FROM THE MOST EASTERLY COMMON CORNER OF LOT 1184 AND LOT 1185 IN THE SOUTH RIGHT-OF-WAY OF RUNNING DEER TRAIL, FOLLOWING THE COMMON LINE OF SAID LOTS TO A POINT IN THE EAST LINE OF AN EXISTING 5' UTILITY EASEMENT, SAID POINT BEING 5' FROM THE MOST WESTERLY COMMON CORNER OF SAID LOTS .

**JAMES M. BOSWELL, RPLS #5794
AUGUST 29, 2008
WINDROSE LAND SERVICES AUSTIN
4120 COMMERCIAL CENTER DRIVE, SUITE 300
AUSTIN, TEXAS 78744**

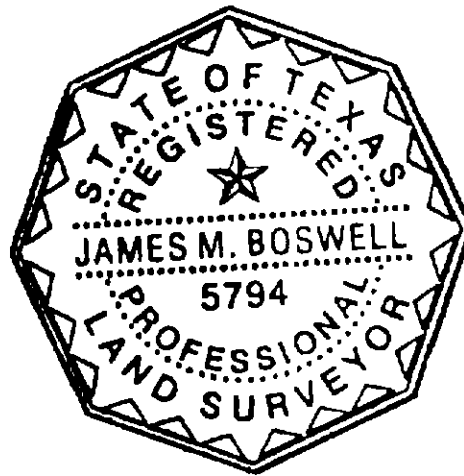
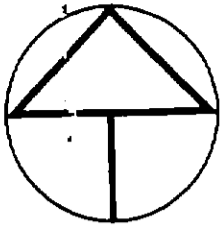
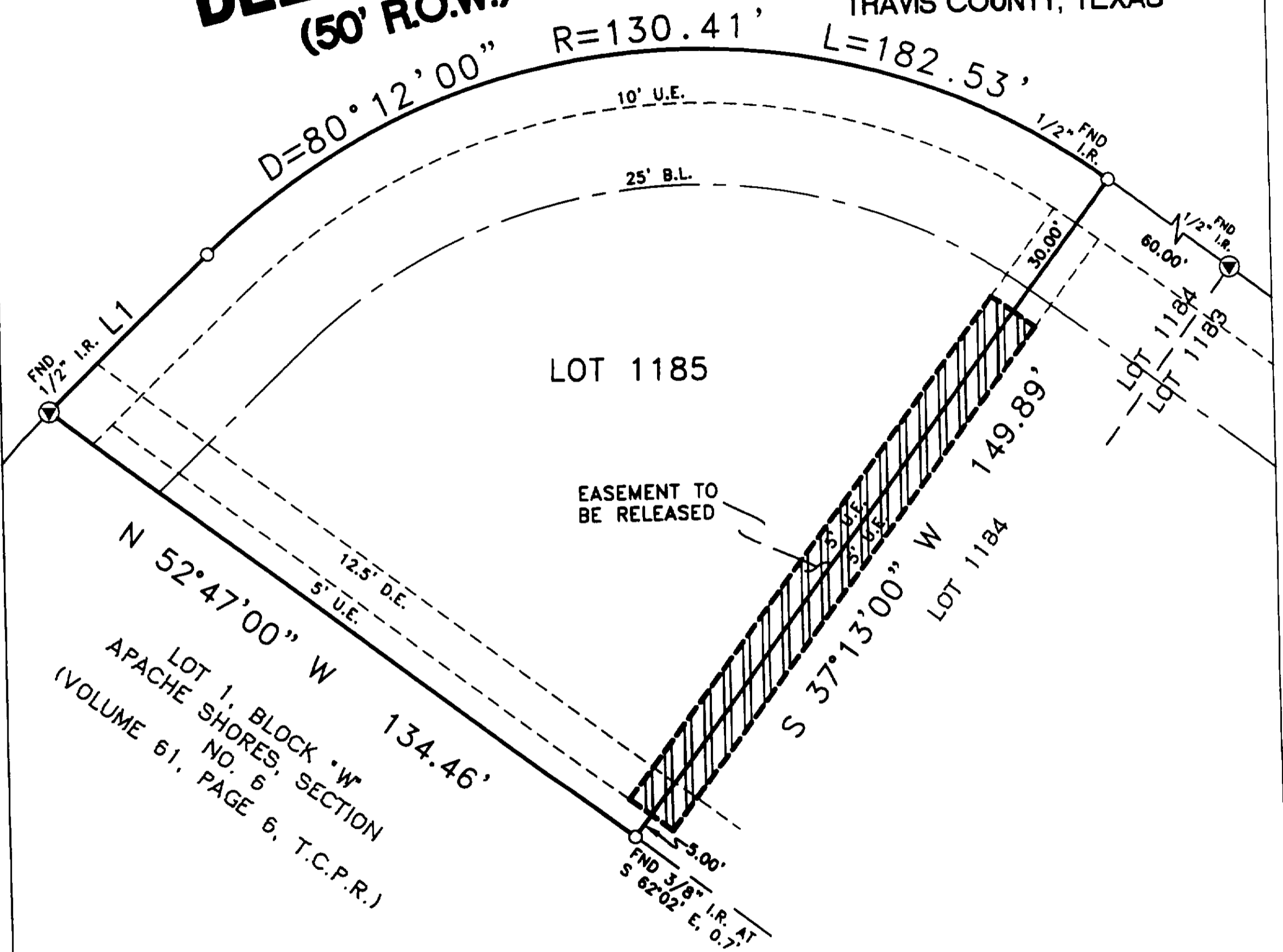


EXHIBIT FOR RELEASE OF
10' UTILITY EASEMENT
(VOLUME 48, PAGE 58, T.C.P.R.)
(VOLUME 3778, PAGE 1303, T.C.D.R.)
OUT OF LOT 1185, AND LOT 1184
APACHE SHORES SUBDIVISION
SECTION 2
VOLUME 48, PAGE 58, T.C.P.R.
TRAVIS COUNTY, TEXAS



NORTH
SCALE: 1" = 30'

**RUNNING
DEER TRAIL
(50' R.O.W.)**

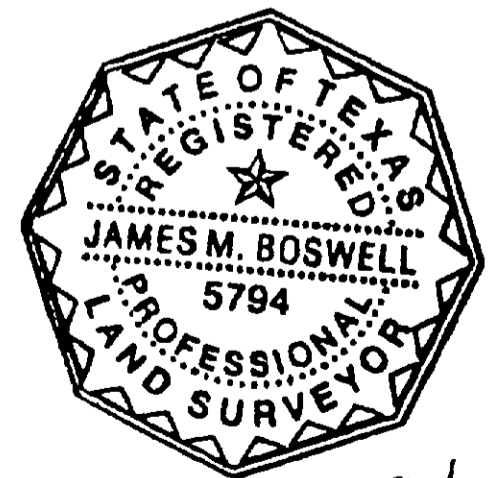


LOT 1185

EASEMENT TO
BE RELEASED

LEGEND

- B.L. - BUILDING LINE
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- ▲ - CONTROL MONUMENT



JM

8/29/08

DATE

Windrose Land Services Austin

4120 Commercial Center Dr., Ste. 300
Austin, Texas 78744

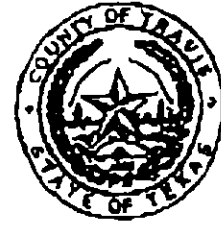
TEL. (512) 326-2100 FAX (512) 326-2770

©COPYRIGHT 2008 WINDROSE LAND SERVICES AUSTIN, ALL RIGHTS RESERVED

JAMES M. BOSWELL
TEXAS REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5794

JOB NO. 19790
SHEET 2 OF 2

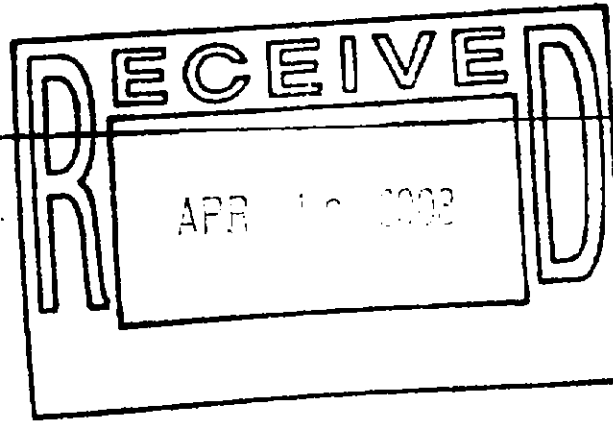
*3 survey * request to vacate & put in warranty*



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697



EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 14209 & 14213 Running Deer Trail / Austin, TX / 78734 (address) and/or lot 1184 & 1185, Sec 2 Apache Shores, Vol 48, Page 58 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

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

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

Deborah S. Gernes
Signature

DEBORAH S. GERNES
Printed Name

GENERAL MANAGER
Title

TRAVIS COUNTY WCID #17
Utility Company or District

4/22/08
Date

Please return this completed form to:
as soon as possible, please

Leah Woods
Name

613 Settlement St
Address

Cedar Park, TX 78613
City/State/Zip

STATE OF TEXAS
COUNTY OF TRAVIS

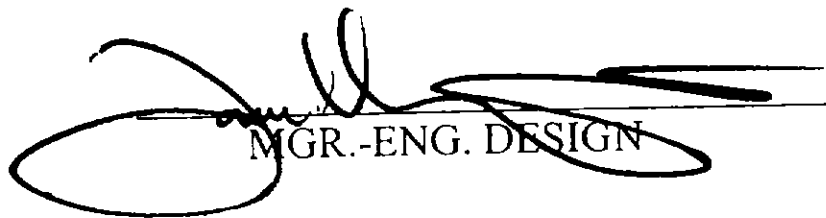
RELEASE OF EASEMENT

WHEREAS, the plat of Apache Shores, Section 2, Austin, Texas, a subdivision in the County of Travis, of record in Volume 48, Page 58 of the Plat Records of Travis County, Texas, and said record reflects a 5 foot PUE on either side of the common property lines of Lots 1184 and 1185, of said subdivision, of record in Document 2007111938, Property Records of Travis County, Texas and as applicant requests the release of said easements on said property, said property located at 14209 and 14213 Running Deer Trail, AND:

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, on the above addressed property, in said subdivision..

EXECUTED this 27th day of May, 2008

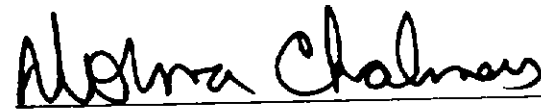

MGR.-ENG. DESIGN

SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d/b/a AT&T Texas

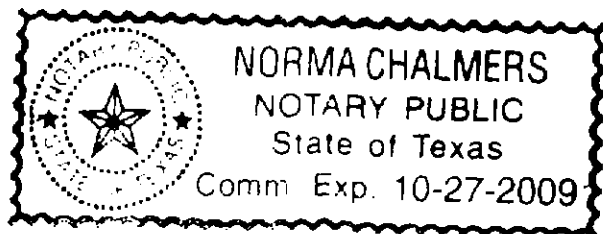
By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared ~~Philip LaRocca~~ ^{JAMES MARTIN}, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

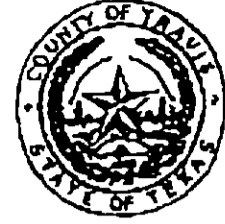
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28th day of May, 2008


Notary Public, State of Texas

My commission expires 10-27-2009



Survey request to locate 7 pm 11/11/08



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 14209 & 14213 Running Deer Trail / Austin, TX 78734 (address) and/or lot 1184 & 1185, Sec 2 Apache Shores, Vol 48, Page 58 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document. See Attached Title letter for further explanation.

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

Laurie Schumpert

Signature

Laurie Schumpert

Printed Name

Designer

Title

Time Warner Cable - Central TX

Utility Company or District

May 1, 2008

Date

Please return this completed form to:

as soon as possible, please

Leah Woods

Name

613 Settlement St

Address

Cedar Park, TX 78613

City/State/Zip

903-513-4935

Leahsheawoods@msn.com

Time Warner Cable
12012 North MoPac Expressway
Austin, TX 78758

Tel: 512.485.5555
Fax: 512.485.6105
www.timewarneraustin.com



May 1, 2008

Leah Woods
613 Settlement St.
Cedar Park, TX 78613

Subject: Easement Release for 14209 & 14213 Running Deer Trail, Lots 1184 and 1185 in Apache Shores Section 2, Subdivision, in Travis County, City of Austin, Texas. Recorded in Plat Records of Travis County Volume 48, Page 58.

To Whom It May Concern,

Time Warner Cable (TWC) has an overhead guy wire in the first 28 feet of the 5 foot wide easement running along the southwest portion of lot 1185, and requires retention of that portion of the easement. TWC will release the remaining portion of the said easement along the common lot lines of lots 1185 and 1184. Please see attached map for specific portion to be retained by TWC.

If there are any questions please feel free to contact me at 512/485-6417.

Laurie Schumpert, Designer
Time Warner Cable
Design and Construction Department

Laurie Schumpert
Signature

Designer
Title

State of Texas
County of Travis

This instrument was acknowledged before me on May 1st 2008 by

Laurie Schumpert

Renee Gallegos
Notary Public



S 53° 16' 30" E 59.90'
(S 53° 12' E 60')

S 36° 17' 30" W 150.91'
(S 36° 04' W 150.36')
5' UTIL. ESMT. (48/58)(3778/1303)

LOT 1184
VACANT LOT

BEARING BASIS
S 37° 13' 00" W 149.47'
(S 37° 13' W 149.89')

5' UTIL. ESMT. (48/58)(3778/1303)
5' UTIL. ESMT. (48/58)(3778/1303)

N 51° 56' 30" W 62.35'
(N 52° 48' W 63')

10' UTIL. ESMT. (48/58)
(3778/1303)

25' B.L. (48/58)

28' Portion to be retained by TWC

LOT 1185
VACANT LOT

N 52° 35' 15" W 135.15'
(N 52° 48' W 134.46')

RUNNING DEER TRAIL
(50' R.O.W.)
N 87° 03' 15" E 167.86'
(N 86° 42' E A=182.36' R=130.41'
(A=182.53' R=130.41' C=168.00')

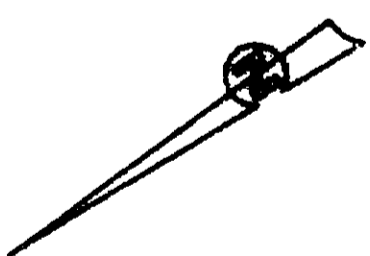
2.5' DRAINAGE ESMT. (48/58)
5' UTIL. ESMT. (48/58)
6' UTIL. ESMT. (3778/1303)

N 46° 47' 00" E 41.31'
(N 46° 36' E 41.3')

APACHE SHORES SECTION NO. 6
(61/6)

LEGEND

- ⊙ IRON PIPE FOUND
- IRON ROD FOUND
- ▲ NAIL FOUND



McMinn
Land Surveying Company
P.O. BOX 27695
AUSTIN, TEXAS 78755
(512) 343-1970
FAX (512) 346-1005

TO CHICAGO TITLE INSURANCE COMPANY, EYDIE TOLL AND DEBRA LINEBERGER, EXCLUSIVELY:

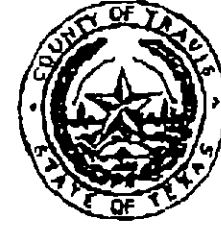
The undersigned does hereby state that this survey was this day made on the ground of the property legally described hereon and is correct to the best of my knowledge, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines or roads in place except as shown or noted hereon, and that said property has access to and from a dedicated roadway, except as shown or noted hereon.

G.F. 002500474
DATE February 17, 2005
SCALE 1" = 30'

[Signature]
C. Michael McMinn, Jr.

3/ survey * request to vacate part of drawing

490V, WZ-3



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 14209 & 14213 Limonite Deer Trail / Austin, TX 78734 (address) and/or lot 1184 & 1185, Sec 2 Apache Shores, Volume 48, Page 58 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

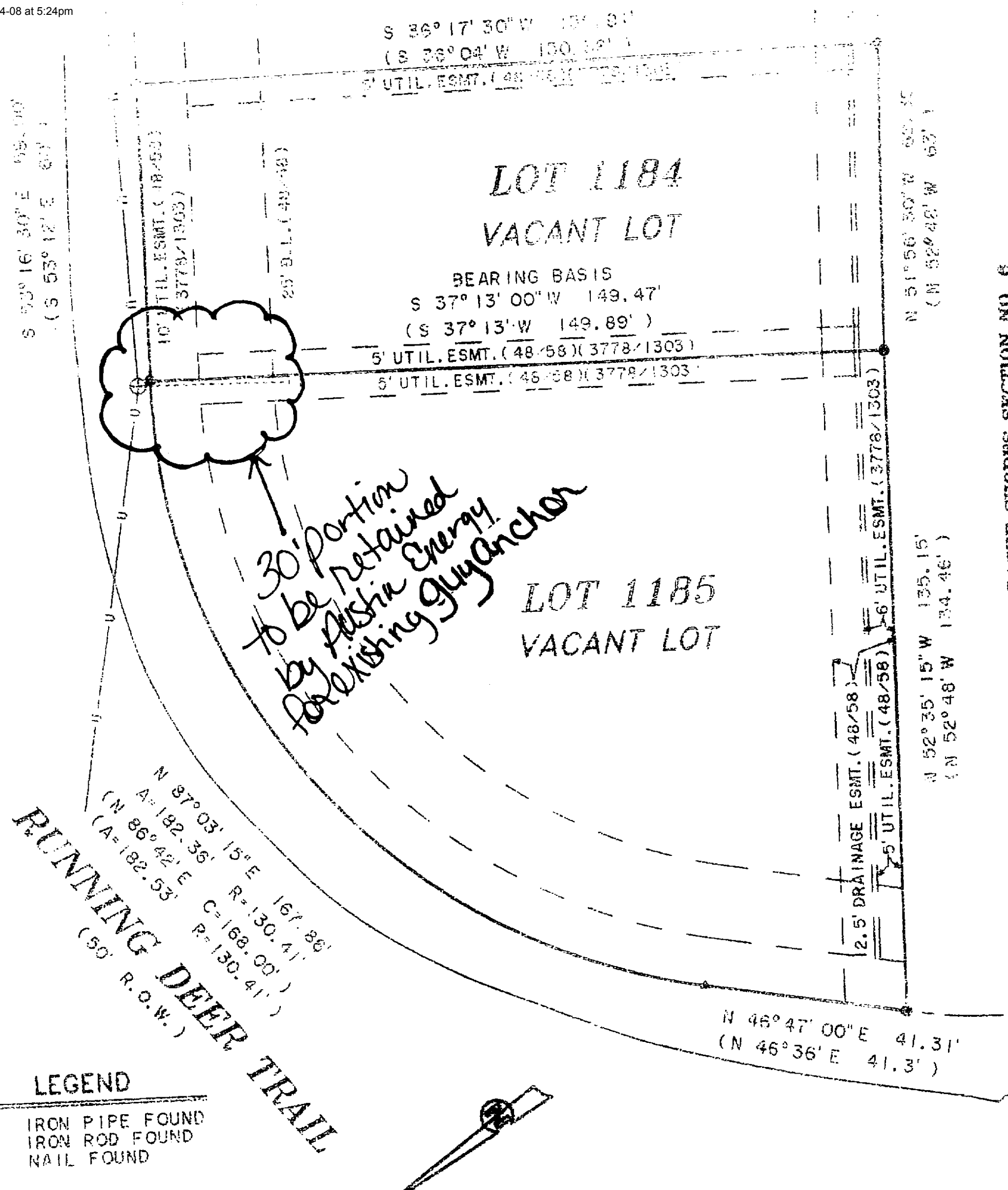
- We do not have need for an easement on the property as described in the accompanying document.
We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Approve a PARTIAL RELEASE being the southerly 119 foot portion of the existing 5 foot wide easements along the common line of Lots 1184 & 1185. Austin Energy must retain the northerly 30 feet of the existing 5 foot wide easements along the common line of lots 1184 & 1185 because of the existing guy anchor at this location.

Judith E. Fowler
Signature
JUDITH E. FOWLER
Printed Name
DISTRIBUTION PROCESS MGR
Title
AUSTIN ENERGY
Utility Company or District
5.1.08
Date

Please return this completed form to:
as soon as possible, please

Wah Woods
Name
613 Settlement St
Address
Cedar Park, TX 78613
City/State/Zip
903-513-4935 (cell phone)



RUNNING DEER TRAIL
 (50' R.O.W.)
 N 87° 03' 15" E 167.86'
 A=182.36' R=130.41'
 (N 86° 42' E C=168.00'
 (A=182.53' R=130.41')

LEGEND

- ⊙ IRON PIPE FOUND
- IRON ROD FOUND
- ▲ NAIL FOUND

McMinn
 Land Surveying Company
 P.O. BOX 27695
 AUSTIN, TEXAS 78755
 (512) 343-1970
 FAX (512) 346-1005

G.F. 002500474
 DATE February 17, 2005
 SCALE 1" = 30'

TO CHICAGO TITLE INSURANCE COMPANY, EYDIE TOLL AND DEBRA LINEBERGER EXCLUSIVELY:

The undersigned does hereby state that this survey was this day made the ground of the property legally described hereon and is correct the best of my knowledge, and that there are no visible discrepancies, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines or roads in p except as shown or noted hereon, and that said property has access and from a dedicated roadway, except as shown or noted hereon.

[Signature]
 Michael McMinn

APACHE SHORES SECTION NO. 6
 (61/6)

RECEIVED

OCT 29 2008

TNR



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street

Executive Office Building

P.O. Box 1748

Austin, Texas 78767

tel 512-854-9383

fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A Public Notice of Vacation of two 5' Public Utility Easements sign was posted on October 27, 2008, on the southerly side of Running Deer Trail at the lot line between Lots 1184 & 1185 of Apache Shores, Section 2 at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 27 DAY OF October, 2008.

SIGNATURE: Jaime Garcia

NAME (PRINT): JAIME GARCIA

TITLE: Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08PUE\09RunningDeerTr\SignRequest.doc

NOTICE OF PUBLIC HEARING

**ON NOVEMBER 18, 2008 AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION**

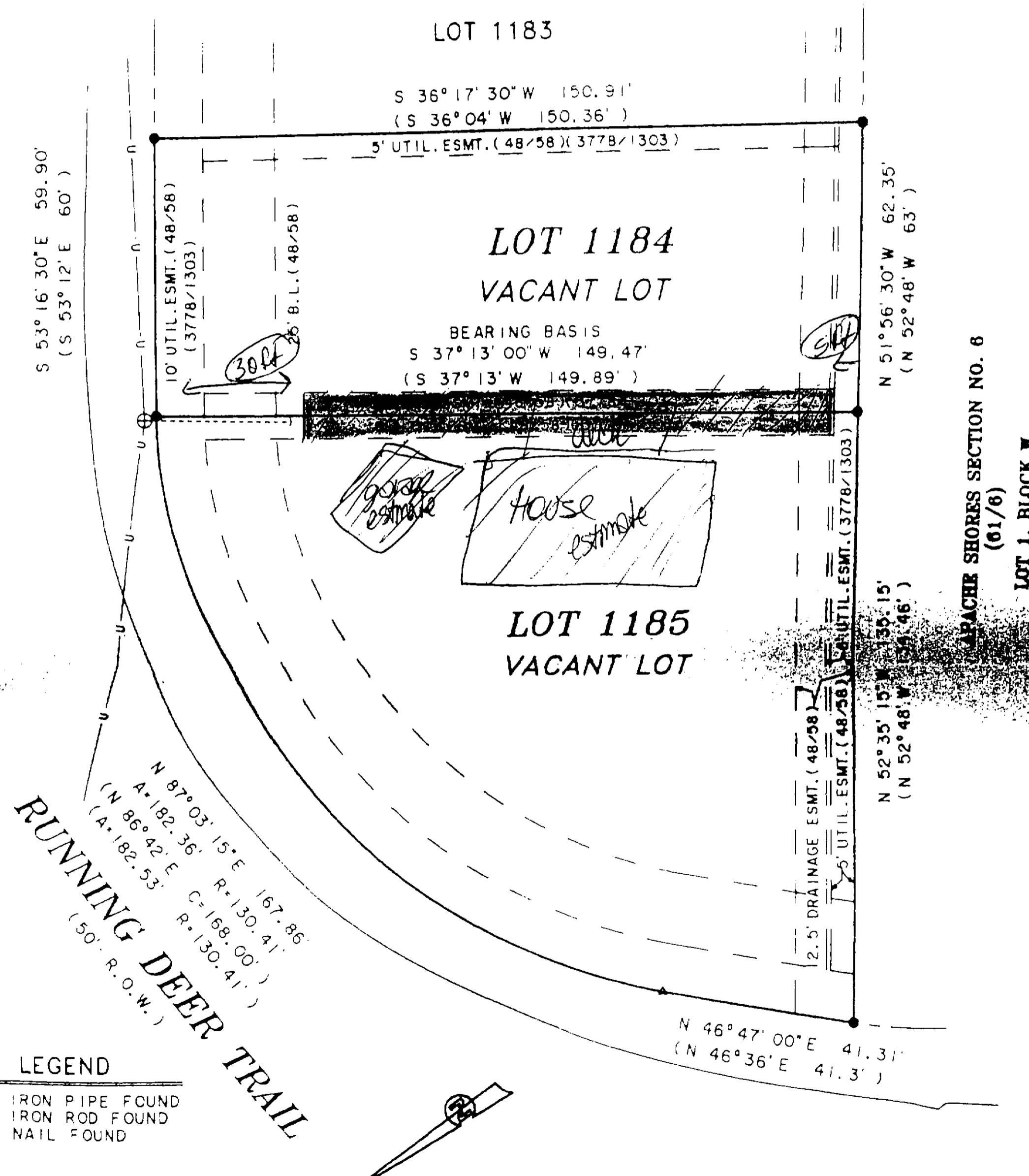
**TO APPROVE THE VACATION OF TWO 5'
PUBLIC UTILITY EASEMENTS LOCATED
ALONG THE COMMON LINE OF LOTS
1184 & 1185 OF APACHE SHORES,
SECTION 2 — A SUBDIVISION IN
PRECINCT 3**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL: 854-9383**

BUYERS: EYDIE TOLL AND DEBRA LINEBERGER

LEGAL DESCRIPTION: Lots 1184 and 1185, APACHE SHORES, SECTION 2, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 48, Page 58, Plat Records of Travis County, Texas, also located on Running Deer Trail, Austin, Texas.

~~Area to be vacated~~



RUNNING DEER TRAIL
 (50' R.O.W.)
 N 87° 03' 15" E 167.86'
 (N 86° 42' E C=130.41'
 (A=182.53' R=130.41')

LEGEND

- ⊙ IRON PIPE FOUND
- IRON ROD FOUND
- ▲ NAIL FOUND

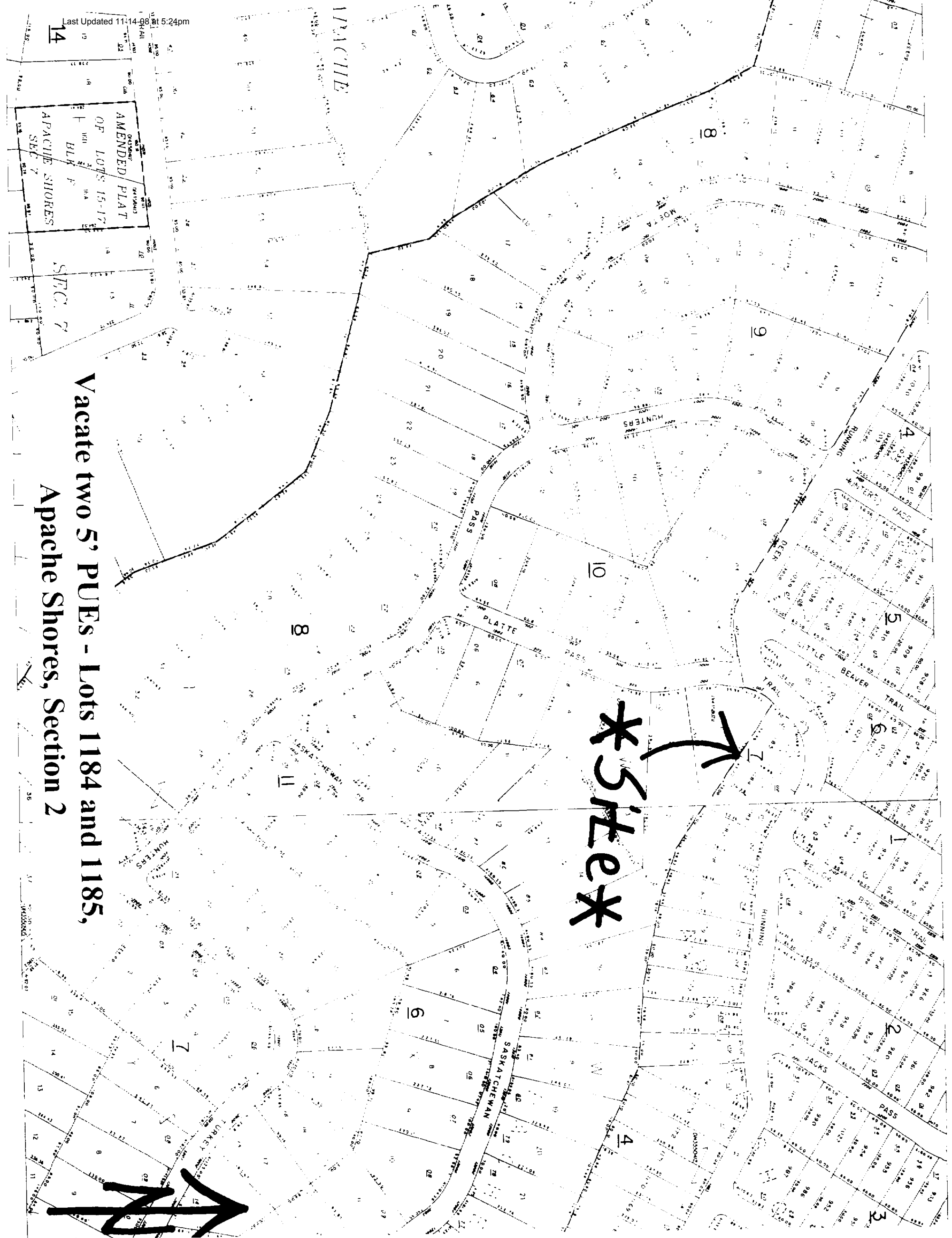
CMM
 [Handwritten signature]

APACHE SHORES SECTION NO. 6
 (01/6)
 LOT 1, BLOCK W

14

AMENDED PLAT
OF LOTS 15-17
BLK F
APACHE SHORES
SEC 7

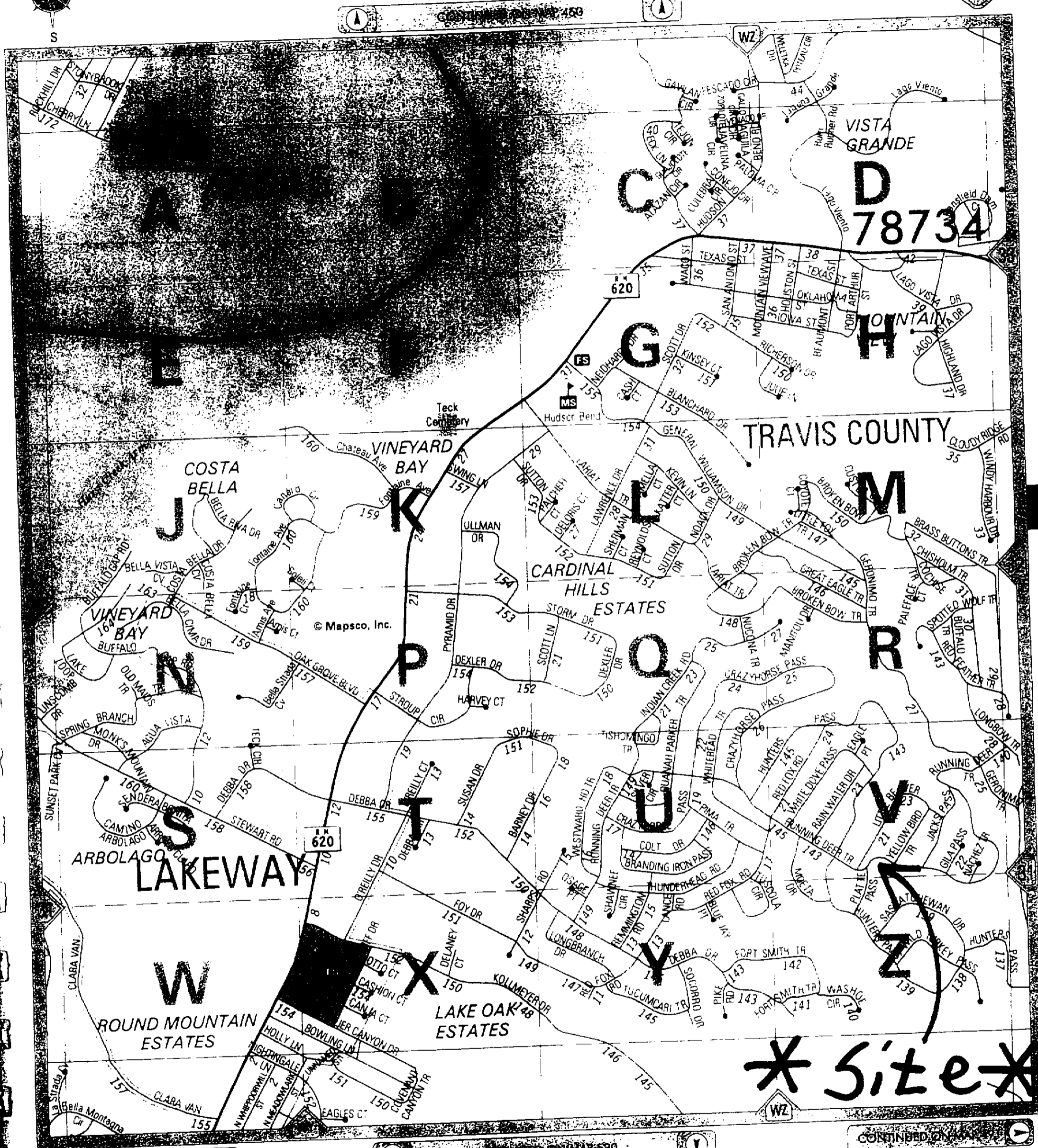
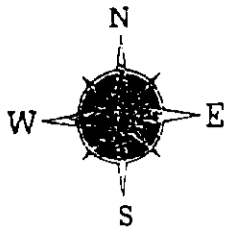
Vacate two 5' PUEs - Lots 1184 and 1185,
Apache Shores, Section 2



Site



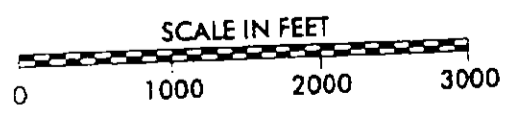
Vacate two 5' PUEs - Lots 1184 and 1185, Apache Shores, Section 2



CONTINUED ON MAP 489

CONTINUED ON MAP 520

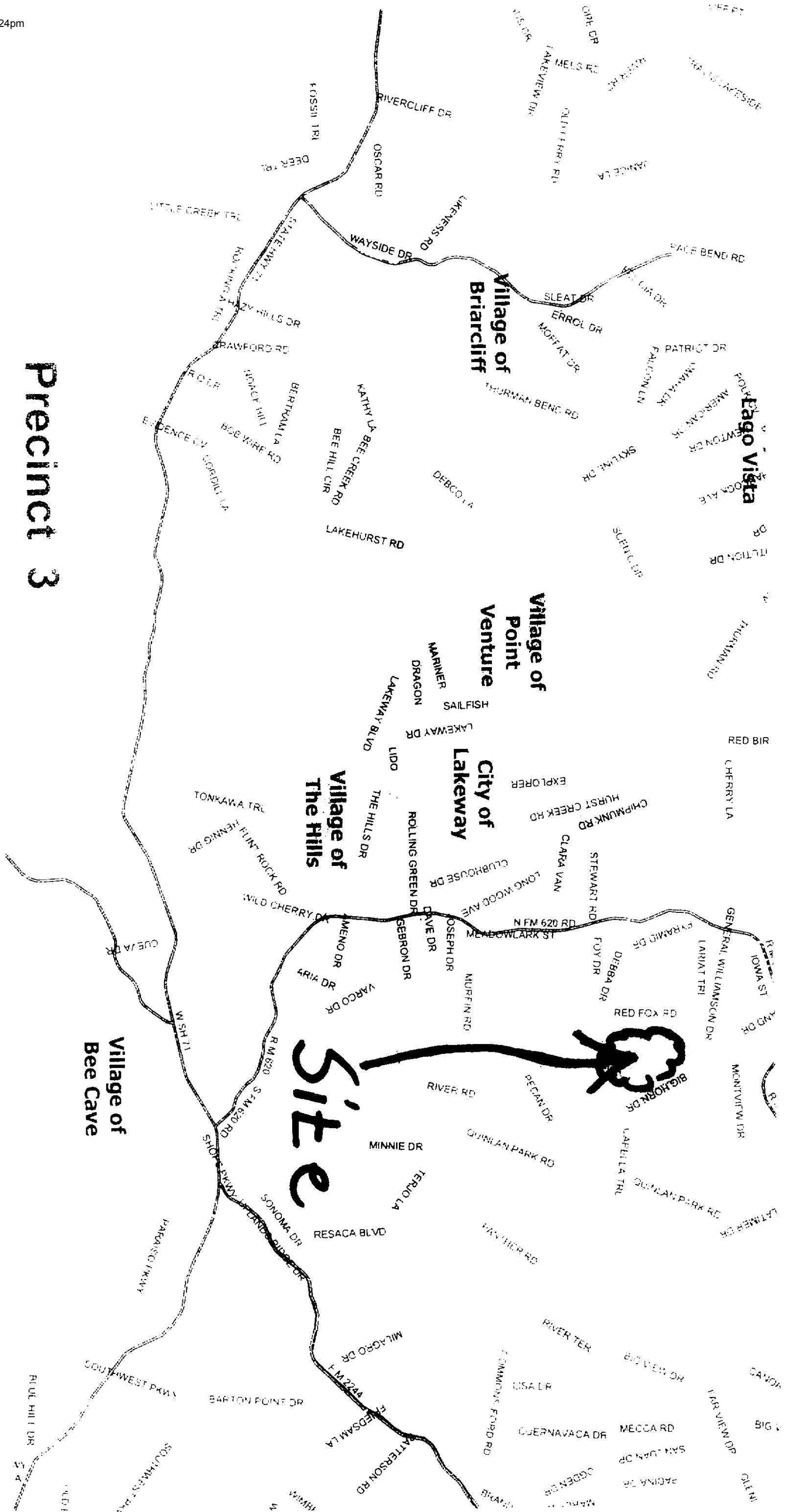
CONTINUED ON MAP 520



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Vacate two 5' PUEs - Lots 1184 and 1185, Apache Shores, Section 2

Precinct 3



AGENDA REQUEST INFORMATION:

- **Session/Date:** Voting Session: November 18, 2008
 - **Requested Action: Consider and Take Appropriate Action on Approving an Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County**
-

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information: Pete Baldwin, Emergency Management Coordinator 974-0472; Debbie Ties, Fire Marshal's Office 854-6472**
 - **Summary of Program Objective/Staff Recommendation: Travis County has not received any significant rainfall in the past 30 days. The KBDI in Travis County continues to be over 600. The current drought monitors indicate that Travis County is in a severe drought category with increased risk of wildfire occurrence. Live fuels can also be expected to burn actively at these levels. The Office of Emergency Management and the Fire Marshal's Office recommend approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County.**
 - **Additional programmatic issues/concerns:**
-

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

**ORDER PROHIBITING
OUTDOOR BURNING**

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

- (1) Actions prohibited:
 - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

- (2) Enforcement:
 - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
 - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
 - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (3) This order does not apply to outdoor burning activities:
 - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or

- (C) planting or harvesting of agriculture crops.
- (b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (B) Surfaces around welding or hot works area are wetted down;
 - (C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.
 - (E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
 - (H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;
 - (I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply

with requirements A-D inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on December 17, 2008 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 18th DAY OF NOVEMBER 2008.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: **November 18, 2008**

Proclamation regarding Austin Adoption Day to be held November 20, 2008 at Gardner-Betts Juvenile Justice Center.

- I. A. Request made by: Travis County Juvenile Probation Department
Estela P. Medina, Chief Juvenile Probation Officer

Approved by:

Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

The Honorable W. Jeanne Meurer, Judge, 98th District Court	854-9307
The Honorable Darlene Byrne, Judge, 126th District Court	854-9313
The Honorable Orlinda Naranjo, 419th District Court	854-4023
The Honorable Gisela Triana, 200th District Court	854-9306
The Austin Bar Association	472-0279
CASA of Travis County	459-2272
Department of Family and Protective Services	438-4800

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

Facilities Management

- _____ Modification, changes, or additions to current facilities.

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the next week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

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Travis County Commissioners Court Agenda Request

Voting Session: November 18, 2008
(Date)

Work Session: _____
(Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Approve Resolution Recognizing November 15-21, 2008, as National Hunger and Homelessness Awareness Week in Travis County.

C. Approved by: _____
Signature of Commissioner(s) or County Judge

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request
(Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

Human Resources Department (854-9165)

- ___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 3:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Travis County Commissioners Court



Resolution

WHEREAS, a local planning partnership has gathered the support and participation of many organizations and individuals to commemorate National Hunger and Homelessness Awareness Week in Austin/Travis County;

WHEREAS, the purpose of the proclamation is to increase community awareness about issues of hunger and homelessness;

WHEREAS, there are many organizations committed to sheltering the homeless, and providing supportive services such as meals and food supplies;

WHEREAS, it is estimated that there are more than 3,000 homeless persons in Austin and Travis County on any given day; approximately 7,000 homeless individuals and families received services in Austin/Travis County in 2007; and nearly 2,000 Austin Independent School District students were affected by homelessness and hunger in 2007;

WHEREAS, the local theme of National Hunger and Homelessness Awareness Week 2008 is "A Community Fiercely Focused on Ending Homelessness,"

WHEREAS, the Ending Community Homelessness (ECHO) Coalition, the local community partnership to address issues of homelessness, recognizes that hunger and homelessness continue to weigh heavily on the lives of many individuals and families in Austin/Travis County; and

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the activities of more than 70 organizations and community members of ECHO.

NOW, THEREFORE, BE IT RESOLVED BY THE TRAVIS COUNTY COMMISSIONERS COURT THAT ALL RESIDENTS OF TRAVIS COUNTY ARE URGED TO OBSERVE NOVEMBER 11 - 21, 2008 AS

"NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK"

AND TO RECOGNIZE THAT MANY PEOPLE DO NOT HAVE HOUSING AND NEED SUPPORT FROM THEIR FELLOW CITIZENS AND PRIVATE AND PUBLIC NON-PROFIT SERVICE ORGANIZATIONS.

SIGNED AND ENTERED THIS _____ DAY OF NOVEMBER, 2008.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4



FOR IMMEDIATE RELEASE
Nov. 10, 2008

Contact: Mary Dodd, (512) 414-0326, (512) 350-7728

ECHO Spotlights Austin Homelessness Nov. 15-21
*Weeklong activities designed to inspire Austin to become
a community fiercely focused on ending homelessness.*

As part of National Hunger and Homelessness Awareness Week, the Ending Community Homelessness (ECHO) Coalition will spotlight issues surrounding homelessness in Austin and Travis County through a series of events the week of Nov. 15-21.

“Homelessness touches the lives every one of us in some way every day,” said ECHO Chair Ed McHorse. “As a caring community, it’s time we focus on finding true answers to address the issue rather than seeking ways to simply cope with it.”

Last year, there were nearly 7,000 homeless individuals receiving services in the Austin area. The most commonly cited reason for homelessness in Austin is unemployment or an inability to pay rent or mortgage. Other surprising facts about Austin’s homeless population include:

- Every day, there are more than 3,000 homeless individuals on Austin streets and two-thirds of them are unable to find shelter.
- 20 percent of the Austin homeless population is female – with about half under the age of 21.
- The Austin Independent School District has reported that almost 2,000 of its students were affected by homelessness in 2007, a 27% increase over 2006.
- Almost one in three of the people who solicit donations on Austin’s streets have served our country in the U.S. military.

“Every member of the ECHO Coalition believes the people of Austin are committed to ending homelessness,” said McHorse. “Events during National Hunger and Homelessness Awareness Week provide an opportunity not just to begin a dialogue, but to initiate action that will truly change lives in our community.”

National Hunger and Homelessness Awareness Week will culminate on Friday, Nov. 21, with the ECHO “Community Forum on Homelessness” at St. David’s Episcopal Church, 304 East 7th Street. The forum is designed to engage elected officials, private corporations, foundations, neighborhood associations, housing developers, faith communities, law enforcement and community leaders in identifying new strategies to end, rather than manage, homelessness.

Scheduled events for National Hunger and Homelessness Awareness Week include:

▪ **Saturday, Nov. 15**

○ **Homelessness Week Launch News Conference**

Pan Am Recreation Center, 2100 East 3rd Street, 9:30 a.m.

ECHO formally launches National Hunger and Homelessness Awareness Week with news conference to highlight issues currently facing Austin and Travis County.

○ **Stand Down**

Pan Am Recreation Center, 2100 East 3rd Street, 8 a.m.-2 p.m.

Originally designed to specifically assist homeless veterans, Stand Down brings together in one site a range of public and private services, information and assistance for all homeless individuals to help them transition from the streets and shelters back into the community.

○ **Art from the Streets** – ARCH, 500 East 7th Street, Noon-5 p.m.

Art From the Streets is a volunteer-driven program providing a safe and encouraging environment for Austin's homeless to create art. Original artwork will be featured with sales proceeds going to the exhibiting artists.

▪ **Sunday, Nov. 16**

○ **Homelessness Sunrise Memorial Service**

Auditorium Shores, 6:57 a.m.

City Councilmember Sheryl Cole and singer Sarah Hickman will join a remembrance of the people who have lived and died on Austin's streets over the past year.

○ **Art from the Streets**

ARCH, 500 East 7th Street, Noon-5 p.m.

Art From the Streets is a volunteer-driven program providing a safe and encouraging environment for Austin's homeless to create art. Original artwork will be featured with sales proceeds going to the exhibiting artists.

▪ **Monday, Nov. 17**

○ **Blanket Drive for the Homeless**

ARCH, 500 East 7th Street

▪ **Tuesday, Nov. 18**

○ **Travis County Proclamation**

Travis County Commissioners Court, 314 West 11th Street, 9 a.m.

Commissioners will formally proclaim Nov. 15-21 as National Hunger and Homelessness Awareness Week in Travis County.

○ **Movie Night: "Kicking It!" and "Sno Cone"**

Alamo Drafthouse South, 1120 South Lamar, 6 p.m.

Movie Night will include "Kicking It!" with comments by Austin's Homeless Street

Soccer team and coach, a short documentary called "A Second Chance," and the feature film "Sno Cone" with comments by writer/director Travis Knapp.

▪ **Wednesday, Nov. 19**

○ **Turn "Hungry Holidays" into "Happy Holidays"**

Austinites are encouraged to donate time, money or food to Capital Area Food Bank, Caritas or the food bank in your church or neighborhood.

▪ **Thursday, Nov. 20**

○ **City of Austin Proclamation**

Austin City Council, Austin City Hall, 5:30 p.m.

City will formally proclaim Nov. 15-21 as National Hunger and Homelessness Awareness Week in Austin.

▪ **Friday, Nov. 21**

○ **ECHO Community Forum on Homelessness**

St. David's Episcopal Church, 304 East 7th Street, 10 a.m.-2 p.m.

Formed in 2007, ECHO is a coalition of more than 70 organizations and community members. The community planning partnership is committed to providing leadership that engages policy makers and the community to end homelessness in Austin and Travis County. To learn more about the ECHO Coalition, its mission and National Hunger and Homelessness Awareness Week activities in Austin, please visit www.AustinECHO.org.

###

Ending Community Homelessness (ECHO) Coalition



Fact Sheet

National Hunger and Homeless Awareness Week 2008

- In 2007, there were nearly 7,000 homeless individuals receiving services in the Austin Area.
- Everyday there are more than 3,000 homeless individuals, two-thirds of whom are unable to find shelter.
- The Austin Independent School District reported that 1,970 of their students were impacted by homelessness in 2007, a 27% increase over 2006.
- Most commonly cited causes of homelessness in Austin:
 - Unemployment
 - Inability to pay rent or mortgage
- In a recent UT survey of people who solicit on Austin's streets, 45% reported working in the last year.
- 64% of those interviewed for the survey desired a regular full-time job, even if it only paid minimum wage.

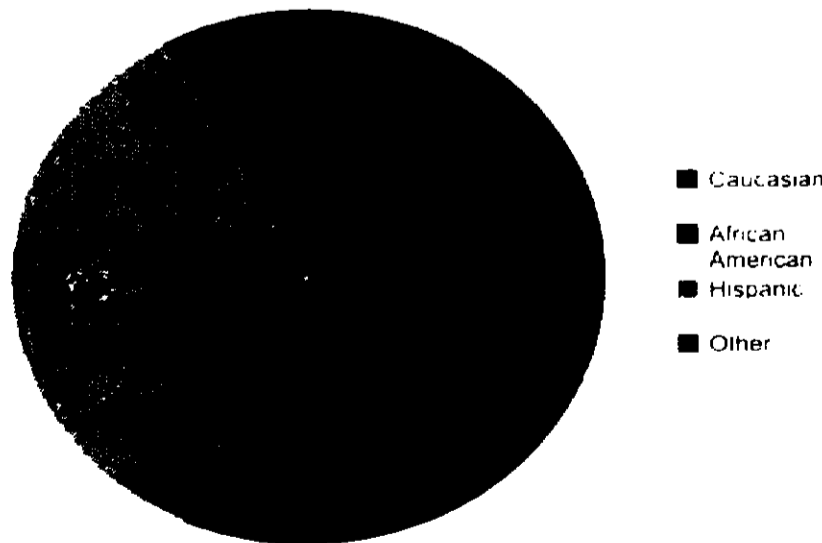


Austin Resource Center for the Homeless

Who are the Homeless in Austin?

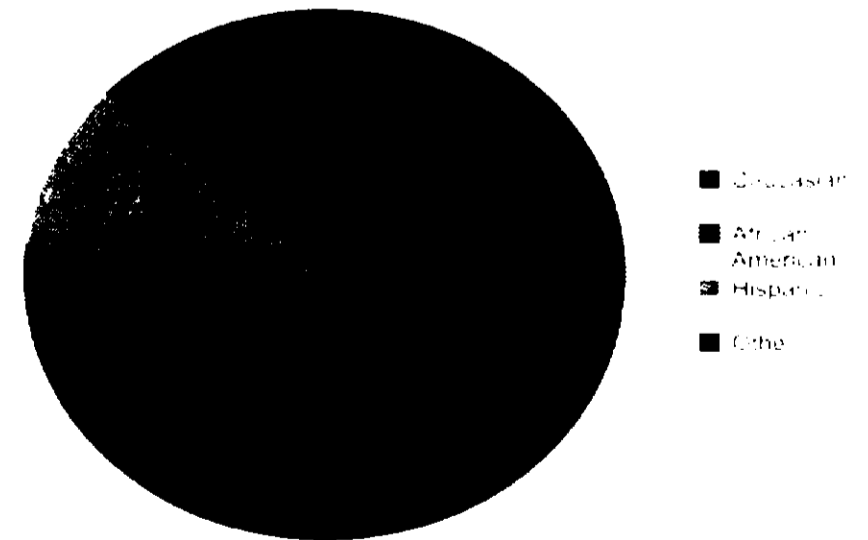
- 80% are male and 20% are female. However, 50% of the homeless under the age of 21 are female.
- 30% of Austin's unsheltered homeless individuals are under the age of 25.
- A recent UT survey found one in three people who solicit on Austin's streets have served in the U.S. military, and less than 10% of these vets received veterans' benefits.
- The charts below compare the general population to the unsheltered population. Caucasians and African Americans are disproportionately represented among the unsheltered homeless population in Austin.

Race & Ethnicity - City of Austin



Census Bureau

Race & Ethnicity of the Unsheltered Homeless in Austin



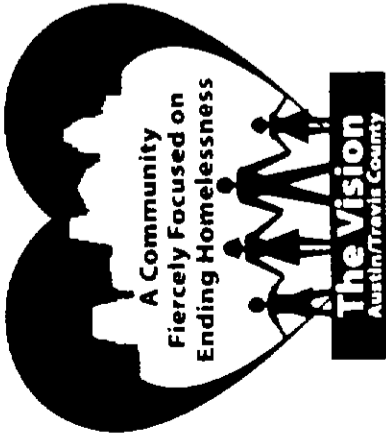
HHS: Voice of the Homeless Person

For more information on homeless statistics, contact Gilja Koo, City of Austin Health and Human Services Department, at (512) 972-6156 or Gilja.Koo@ci.austin.tx.us.

Celebrating a Community Fiercely Focused on Ending Homelessness

National Hunger and Homelessness Awareness Week

November 15 - 21, 2008



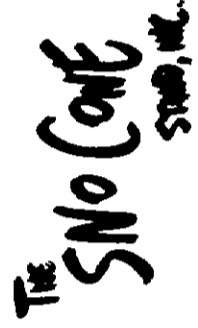
	Saturday (15)	Sunday (16)	Monday (17)	Tuesday (18)	Wednesday (19)	Thursday (20)	Friday (21)
Event	<p>ECHO News Conference, 9 AM, Pan Am Recreation Center (2100 E. 3rd St.)</p> <p>Stand Down, 8AM - 3 PM, Pan Am Recreation Center (2100 E. 3rd St.)</p> <p>Art from the Streets, 12-5 PM, ARCH (500 E. 7th St.)</p>	<p>Homeless Sunrise Memorial Service, 6:57 AM, Auditorium</p> <p>Shores - kick off of the 9th Thermal Underwear Drive</p> <p>Art from the Streets, 12-5 PM, ARCH (500 E. 7th St.)</p>	<p>Kick off of Blanket Drive for the Homeless through January 16, 2009. Drop-off site : ARCH (500 E. 7th St.)</p>	<p>Travis County Commissioners Court – resolution proclaiming Nov. 15-21 as NHHAW in Austin/Travis County: (TBD)</p> <p>Movie Night enjoy a double feature of “Kicking It” and “Sno Cone” at the Alamo Drafthouse South, at 6 PM.</p>	<p>Turn “Hungry Holidays” into “Happy Holidays.” Donate your time, food and money to Capital Area Food Bank, Caritas, or a food bank in your church or neighborhood.</p>	<p>Austin City Council - resolution proclaiming Nov. 15-21 as NHHAW in Austin/Travis County, 5:30 PM at Austin City Hall</p>	<p>ECHO Community Forum, 10 AM to 2 PM, St. David's Episcopal Church (8th St. and San Jacinto) – RSVP required to Gilja Koo at gilja.koo@ci.austin.tx.us</p>
Media Coverage	<p>TV - TBA</p> <p>Radio - TBA</p> <p>Print - TBA</p>	<p>TV - TBA</p> <p>Radio - TBA</p> <p>Print - TBA</p>	<p>TV - TBA</p> <p>Radio - TBA</p> <p>Print - TBA</p>	<p>TV - TBA</p> <p>Radio - TBA</p> <p>Print - TBA</p>	<p>TV - TBA</p> <p>Radio - TBA</p> <p>Print - TBA</p>	<p>TV - TBA</p> <p>Radio - TBA</p> <p>Print - TBA</p>	<p>TV - TBA</p> <p>Radio - TBA</p> <p>Print - TBA</p>

Ending Community Homelessness (ECHO) Coalition, the local community planning partnership to address issues of homelessness, announces a series of community activities and events during the National Hunger and Homelessness Awareness Week (November 15-21, 2008). The events include Austin Stand Down, Art from the Streets, Homeless Sunrise Memorial Service, and Movies at Alamo Drafthouse South. The week will conclude with a Community Forum on Homelessness. For more information, please visit the Community Action Network/ECHO website at www.AustinECHO.org

ECHO/Vision Week Co-Sponsors:



Down Town Austin Alliance



5

Travis County Commissioners Court Agenda Request

08 NOV 12 PM 4:10

Voting Session November 18, 2008
(Date)

Work Session _____
(Date)

I. Request:

Request made by: Alicia Perez, Executive Manager Phone # 854-9343

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

Requested text:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$416,144.12, for the period of October 31, 2008 to November 6, 2008.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

Linda Moore-Smith	854-9170
Dan Mansour	854-9499
Susan Spataro	854-9125
Christian Smith	854-9465

III. Required Authorizations: Checked if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Human Resources Management Department (854-9165)
- _____ Purchasing Office (854-9700)
- _____ County Attorney's Office (854-9415)
- _____ County Auditor's Office (854-9125)

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: November 18, 2008

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: October 31, 2008 to November 6, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$416,144.12

HRMD RECOMMENDATION: The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$416,144.12.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
OCTOBER 31, 2008 TO NOVEMBER 6, 2008

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2. Notification of amount of request from United Health Care (UHC).
- Page 3. Last page of the UHC Check Register for the Week.
- Page 4. List of payments deemed not reimbursable.
- Page 5. Journal Entry for the reimbursement.

TO: NORMAN MCREE
FAX NUMBER: (512) 854-3128
PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-11-07 REQUEST AMOUNT: \$1,305,298.18

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 0475012038
FUNDING ABA NUMBER: 021000021
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE
ADVICE FREQUENCY: DAILY

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-11-06	\$670,041.88
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,268,676.12
+ CURRENT DAY NET CHARGE:	\$36,622.06
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,305,298.18

ACTIVITY FOR WORK DAY: 2008-10-31

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$9,468.80	\$00.00	\$9,468.80
TOTAL:	\$9,468.80	\$00.00	\$9,468.80

ACTIVITY FOR WORK DAY: 2008-11-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$158,624.65	\$00.00	\$158,624.65

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_11_06

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	1.99	Q7	30976697	AH	7	11/3/2008	100	11/5/2008	11/6/2008
709445	5972	1.99	Q7	30963317	AA	1	11/3/2008	100	11/5/2008	11/6/2008
709445	5972	1.99	Q7	30963318	AA	1	11/3/2008	100	11/5/2008	11/6/2008
701254	632	1.88	Q7	30941913	AH	9	11/3/2008	100	11/5/2008	11/6/2008
701254	632	1.88	UV	77740812	AE	6	10/24/2008	20	11/4/2008	11/6/2008
701254	632	1.76	Q7	30900904	AI	3	11/3/2008	100	11/5/2008	11/6/2008
701254	632	1.62	Q7	30902156	AI	11	11/3/2008	100	11/5/2008	11/6/2008
701254	632	1.05		28 1427367	AA	1	11/4/2008	50	11/7/2008	11/6/2008
701254	632	0.76	UV	76792241	AH	1	10/23/2008	20	11/4/2008	11/6/2008
701254	632	0.46	UV	79427971	A	46	10/27/2008	20	11/5/2008	11/6/2008
701254	632	-18.52	UV	22861562	AA	7	10/28/2008	50	11/3/2008	11/6/2008
701254	632	-33.52	Q3	37726741	AH	6	10/30/2008	50	11/5/2008	11/6/2008
701254	632	-50	UV	14143101	AA	6	7/21/2008	50	11/4/2008	11/6/2008
701254	632	-57.65	UU	29861101	AH	1	11/2/2008	50	11/7/2008	11/6/2008
701254	632	-62.59	UU	25067114	AE	7	11/2/2008	50	11/7/2008	11/6/2008
701254	632	-378.24	Q6	37689341	AH	4	10/28/2008	50	11/3/2008	11/6/2008
701254	632	-392.4	UV	1764521	AE	7	11/1/2008	50	11/7/2008	11/6/2008
701254	632	-1165	NN	SSN0000CAL		0	11/3/2008	600	11/7/2008	11/6/2008
701254	632	-30357.58	NN	SSN0000CAL		0	10/28/2008	600	11/3/2008	11/6/2008

416,144.12

Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable

For the payment week ending: 11/06/2008

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>CLAIM</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 11/6/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	59,054.42
	RR	
	526-1145-522.45-29	2,141.91
Total CEPO		\$61,196.33
EPO		
	EE	
	526-1145-522.45-20	100,241.77
	RR	
	526-1145-522.45-21	14,631.14
Total EPO		\$114,872.91
PPO		
	EE	
	526-1145-522.45-25	217,156.37
	RR	
	526-1145-522.45-26	22,918.51
Total PPO		\$240,074.88
Grand Total		\$416,144.12

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: November 18, 2008
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: October 31, 2008
 TO: November 6, 2008

REIMBURSEMENT REQUESTED: \$ 416,144.12

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,305,298.18
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: November 7, 2008	\$ (889,154.23)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 416,144.12
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 416,144.12

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

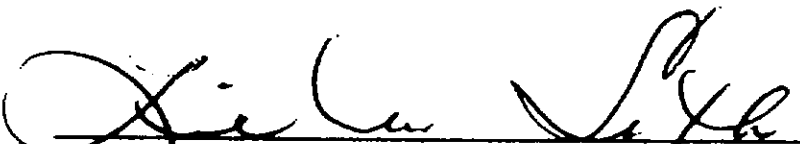
All claims over \$25,000 (1 this week totaling \$43,401.87) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$61,753.87) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$32,515.50.

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

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


 Linda Moore Smith, Director Date 11/7/08


 Dan Mansour, Risk Manager Date 11-7-08


 Dan Mansour, Risk Manager Date 11/7/08

6

Travis County Commissioners Court Agenda Request

Voting Session 11/18/08
(Date)

Work Session _____
(Date)

I. Request made by:



Alicia Perez, Executive Manager, Administrative Operations Phone # 854-9343

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

Approved by: _____
Signature of Commissioner(s) or County Judge

II. Additional Information

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

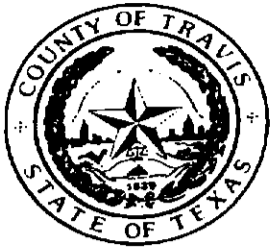
_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

November 18, 2008

ITEM # :

DATE: November 7, 2008

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

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 9.

If you have any questions or comments, please contact me.

LMS/LAS/clr

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS -- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 5	73	Deputy Constable	61 / Step 1 / \$40,950.21	61 / Step 1 / \$40,950.21
Constable 5	74	Deputy Constable	61 / Step 1 / \$40,950.21	61 / Step 1 / \$40,950.21
County Atty	18	Attorney II**	22 / Minimum / \$54,223.31 (Authorized slot is green-circled)	22 / Minimum / \$54,223.31 (Authorized slot is green-circled)
Criminal Courts	22	Office Specialist	10 / Level 6 / \$28,412.80	10 / Level 6 / \$28,412.80
JP Pct 2	6	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
JP Pct 2	25	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
Juvenile Court	106	Juvenile Res Trt Ofcr I**	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
Juvenile Court	173	Training Education Coord Sr	20 / Level 6 / \$55,868.80	20 / Level 6 / \$55,868.80
Juvenile Court	175	Juvenile Probation Ofcr III	16 / Level 1 / \$37,211.20	16 / Level 1 / \$37,211.20
Juvenile Court	480	Juvenile Res Trt Ofcr I**	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
PBO	15	Financial Analyst Sr* Part-time	19 / \$29,155.40	19 / \$29,155.40
Sheriff	632	Telecomm 9-1-1 Spec**	14 / Level 3 / \$34,403.20	14 / Level 3 / \$34,403.20
Sheriff	1171	Telecomm 9-1-1 Spec**	14 / Level 6 / \$37,232.00	14 / Level 6 / \$37,232.00
Tax Collector	143	Tax Specialist I*	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
TCCES	28	Office Specialist	10 / Level 4 / \$26,977.60	10 / Level 4 / \$26,977.60
TCCES	34	Office Specialist	10 / Level 1 / \$24,793.60	10 / Level 1 / \$24,793.60
TNR	146	Accountant Assoc	13 / Level 5 / \$33,924.80	13 / Level 5 / \$33,924.80
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20041	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20190	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20192	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20221	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20227	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20228	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20237	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20238	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20259	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20265	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20282	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20285	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20291	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20301	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20302	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20312	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20322	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20328	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20353	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20359	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02

****Temporary Status Type Codes:** (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20409	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20410	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20418	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20425	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20445	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20507	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20509	Elec Clk – Ery Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	20512	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20514	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20515	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20516	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20517	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20531	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20539	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20542	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20551	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20612	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23016	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	23018	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23019	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23022	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23023	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23026	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23029	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23081	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23082	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23083	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23084	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23085	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23086	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23087	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23088	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23089	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23090	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23094	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23222	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23229	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23245	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	23247	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
HHS	50067	Interpreter Sign Lang II	19 / \$23.00	19 / \$23.00	05
HHS	50071	Interpreter Sign Lang V	25 / \$38.00	25 / \$38.00	05
HHS	50072	Interpreter Sign Lang V	25 / \$38.00	25 / \$38.00	05
TCCES	50048	Counselor*	15 / \$16.23	15 / \$16.23	05
TCCES	50145	Counselor	15 / \$16.23	15 / \$16.23	05
TNR	50118	GIS Spec	16 / \$17.37	16 / \$17.37	05
Veterans Services	50005	Office Specialist Sr	12 / \$13.26	12 / \$13.26	05
* Regular to Temporary		**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).			

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	127	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrcmt / Grd 74	\$57,686.93	\$65,758.99	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	144	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrcmt / Grd 74	\$47,322.91	\$51,307.98	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	206	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrcmt / Grd 74	\$54,358.93	\$61,081.07	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	225	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Pretrial Services	13	Pretrial Officer II / Grd 16	Pretrial Officer II / Grd 16	\$39,224.65	\$41,185.88	Career Ladder. Pay is between min and midpoint of pay grade.

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Clerk	Slot 104 / Court Clerk I / Grd 13 / \$33,549.96	County Clerk	Slot 136 / Court Clerk II / Grd 15 / \$34,777.60	Promotion. Pay is between min and midpoint of pay grade.
Criminal Courts	Slot 18 / Judicial Aide Spec / Grd 16 / \$40,230.42	County Clerk	Slot 135 / Court Svcs Mgmt Admin Crd / Grd 18 / \$45,073.60	Promotion. Pay is between min and midpoint of pay grade.
District Atty	Slot 15 / Attorney VI / Grd 28 / \$88,500.90	District Atty	Slot 274 / Attorney VI / Grd 28 / \$88,500.90	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
ITS	Slot 72 / Customer Support Analyst II / Grd 22 / \$59,663.70	Juvenile Court	Slot 489 / Business Analyst I / Grd 21 / \$59,923.36	Voluntary job change. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 57 / Juvenile Probation Ofcr III / Grd 16 / \$46,585.03	Juvenile Court	Slot 57 / Juvenile Probation Ofcr III / Grd 16 / \$48,914.28	Salary adjustment. Pay is between midpoint and max of pay grade.
Juvenile Court	Slot 74 / Juvenile Probation Ofcr III / Grd 16 / \$39,344.87	Juvenile Court	Slot 74 / Juvenile Probation Ofcr III / Grd 16 / \$41,312.11	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 108 / Juvenile Res Trt Ofcr I* / Grd 12 / \$28,748.83	Juvenile Court	Slot 94 / Juvenile Res Trt Ofcr Sr / Grd 15 / \$33,764.43	Promotion. Pay is at minimum of pay grade.
Juvenile Court	Slot 187 / Juvenile Probation Ofcr I* / Grd 14 / \$32,828.25	Juvenile Court	Slot 577 / Juvenile Detention Ofcr II* / Grd 13 / \$31,186.84	Voluntary job change. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 215 / Licensed Voc Nurse / Grd 15 / \$46,567.92	Juvenile Court	Slot 605 / Licensed Voc Nurse / Grd 15 / \$46,567.92	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Juvenile Court	Slot 349 / Juvenile Res Trt Ofcr III / Grd 14 / \$39,038.00	Juvenile Court	Slot 63 / Juvenile Probation Ofcr II / Grd 15 / \$40,989.90	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 350 / Juvenile Res Trt Ofcr II* / Grd 13 / \$30,696.37	Juvenile Court	Slot 257 / Juvenile Res Trt Ofcr Sr / Grd 15 / \$33,766.00	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 373 / Detective Law Enforcement / Grd 75 / \$79,292.93	Sheriff	Slot 1256 / Detective Law Enforcement / Grd 75 / \$79,292.93	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1256 / Detective Law Enforcement / Grd 75 / \$79,292.93	Sheriff	Slot 373 / Detective Law Enforcement / Grd 75 / \$79,292.93	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1209 / Telecomm 9-1-1 Spec / Grd 14 / \$34,449.79	Sheriff	Slot 1219 / Office Specialist Sr / Grd 12 / \$31,004.81	Voluntary job change. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

THIS SECTION LEFT BLANK INTENTIONALLY.

FY 09 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05" - STATUS EFFECTIVE THROUGH SEPTEMBER 30, 2009.

Dept.	Slot	Actual Position Title	EE Status Code
TNR	50007	Park Tech I	05
TNR	50008	Park Tech I	05
TNR	50032	Park Tech I	05
TNR	50035	Park Tech I	05
TNR	50036	Park Tech I	05
TNR	50039	Park Tech I	05
TNR	50105	Park Tech I	05

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

6:00 PM
COURT ROOM 101
08 NOV 12 PM 3:48

7

Voting Session: November 18, 2008

I. A. Request made by Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL CONTRACT WITH THE TEXAS ASSOCIATION OF COUNTIES FOR A COLLABORATION WITH TRAVIS COUNTY MEDIA SERVICES FOR THE PRODUCTION AND RE-PURPOSING OF COUNTY RELATED VIDEOS.

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

John Hille, Jr., Assistant County Attorney, (4-9415)
Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item
- _____ Grant

Human Resources Department (854-9165)

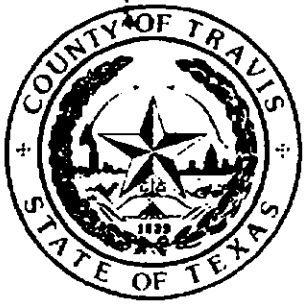
- _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure




TRAVIS COUNTY
RECORDS MANAGEMENT & COMMUNICATION RESOURCES

314 West 11th Street , Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

TO: Commissioners Court

FROM:  Steven Broberg, Director of Records Management & Communication Resources

VIA: Alicia Perez, Executive Manager of Administrative Operations

DATE: November 7, 2008

SUBJECT: Agenda Request – Contract with the Texas Association of Counties for Travis County Media Services’ production of and/or repurposing of county related videos

Proposed Motion:

Travis County Media Services proposes collaboration with Texas Association of Counties (TAC) to produce and distribute videos that explain specific roles, services and duties of County Government.

Summary and Staff Recommendation:

The Texas Association of Counties Office of Communications has been in discussions with Travis County RMCR about the effectiveness of videos for use in cablecasting and web streaming of county related information. After viewing many of the RMCR Media Division’s (TCTV-17) video productions, TAC concluded that using video to disseminate information is very effective. Additionally, TAC and RMCR have similar interests with respect to video content. We both want to help county residents become more aware of what counties do in general, and what specific services may be available to them.

The County Attorney’s office and TAC’s attorneys and agreed upon contract language that specifies the exact terms of the legal relationship Travis County will have with TAC. The contract lists all duties, responsibilities and liabilities of both parties. The contract has been reviewed and agreed upon by Travis County RMCR, the Travis County Attorney’s Office, TAC’s Office of Communications, and TAC’s attorneys.

- RMCR recommends the Commissioners Court accept the terms of the proposed contract that allows RMCR Media Division to produce new videos and repurpose existing videos for the Texas Association of Counties.

Background:

Officials from TAC, after noting the high public access rates for videos on the Travis County web site, asked if these existing videos could be easily re-purposed (with titling changes) and then used by other counties in Texas to inform the public. After review, Media Services and TAC determined that several videos would meet the criteria for repurposing. The criteria included:

- The potential to benefit a wide-spread Texas audience.
- A time length of each video that would be suitable for web-based viewing.
- That Travis County media producers would be able to re-purpose each video with a minimum of staff editing time.

Examples of Travis County produced videos that may be re-purposed for statewide distribution (all are Travis County Tax Office related):

- You're Entitled (How to properly transfer vehicle title when selling a car);
- You're Entitled (Spanish) ;
- Disabled Plates and Placards;
- Paying Tour Property Taxes;
- 3 Ways To Save On Your Property Taxes ;
- Delinquent Taxes Video (several segments or one longer video).

In addition, Travis County and TAC are proposing to collaborate on several new video productions that will result in increased awareness of County operations.

The following are examples of videos to be produced:

- Marriage process;
- How to get a copy of your Birth certificates;
- How to get a passport;
- Foreclosure sales (county clerks and constables);
- Hot Check enforcement;
- Child support – non-payment;
- Child support – how to obtain;
- Divorce process;
- Name change options (district clerk);
- Acknowledgement of Paternity;
- Tenant-landlord disputes (constables & JPs).

Although these video productions will use Travis County equipment, and production work will be performed by Travis County media producers, TAC is proposing to pay salary costs directly to the producers for time spent on these productions. Media Producers will perform these productions outside of Travis County work time schedules and only perform this work when it will not conflict with Travis County productions. No existing projects may be superseded. Compensation rates paid by TAC will be based on overtime rates for producers. Outside County travel to be reimbursed directly to staff for any travel outside of Travis County.

The result of this collaboration will be that Travis County residents, as well as residents in other Texas Counties will have access to information in an easily accessible format with 24/7 web access. Many of the topics and descriptions of County offices and services proposed for these video projects have never before had the benefit of "how to" instructional outreach.

Required Authorizations:

LEGAL: John Hille, County Attorney's Office

Attachments:

contract

**MEMORANDUM OF AGREEMENT BETWEEN TRAVIS COUNTY
AND
TEXAS ASSOCIATION OF COUNTIES
RELATING TO THE PRODUCTION
OF
INFORMATIONAL VIDEOS ABOUT COUNTY GOVERNMENT IN TEXAS**

1.0 Purpose

1.1 The purpose of this Memorandum of Agreement (this "Agreement") is to document the rights and obligations of the Parties with respect to a jointly conceived video production project in which Travis County and the Texas Association of Counties will collaborate to modify and produce existing and new videos concerning the operation of county government in Texas for broadcast on the Internet (the "Project").

1.2 The Parties agree that the Project will serve an important and valuable public purpose by assisting interested Texas counties in providing their residents with information concerning the specific roles, services and duties of county government and the manner in which those residents may access and benefit from available county resources.

2.0 Parties

2.1 The Parties to this Agreement are: Travis County, a political subdivision of the State of Texas ("Travis County" or "County"), acting through its Media Services Division ("Media Services"), a division of the Records Management and Communication Resources Department, and the Texas Association of Counties, a non-profit corporation organized to assist Texas county officials and represent the interests of Texas counties by providing a variety of educational, legislative, technological, communication, self-insurance coverages and other services ("TAC").

3.0 Project Description

3.1 The Project objectives, and the resources each Party intends to commit to the Project in order to fulfill those objectives, are consistent with, and further, a fundamental and critical mission shared by both Parties, namely, to inform the public about county government functions and the services and benefits offered by various county departments, to increase public access to useful information concerning those services and functions, and to provide practical assistance to Texas residents in availing themselves of the services they need.

3.2 The envisioned Project scope will include both the re-purposing of Existing County Videos (as such term is defined below), which have been produced by Media

Services over the course of the last three years and which were intended primarily for viewing by Travis County residents, in order to render the content of the Existing County Videos applicable to and appropriate for other Texas counties; and the production of new informational videos modeled on the Existing County Videos but addressing different county functions, operations and services.

3.3 Media Services has recorded extremely high public access rates for existing informational videos distributed and broadcast by Travis County in years past. Based on that experience, the Parties anticipate that the work product created as a result of this collaborative effort will generate even more widespread awareness of, and interest in, Texas county operations while assisting an unprecedented number of Texas residents in understanding and utilizing county resources.

4.0 Responsibilities of Travis County

4.1 Media Services will provide to TAC copies of the following existing informational videos produced by Media Services (the "Existing County Videos"): "You're Entitled" (in English and Spanish); "Disabled Plates and Placards," "Paying Your Property Taxes," "Three Ways to Save on Your Property Taxes," and "Delinquent Taxes" (in segments or in a combined format).

4.2 Media Services will collaborate with TAC in re-purposing the Existing County Videos (with titling changes) to render them directly applicable to and usable by other Texas counties (the "Re-Purposed Videos").

4.3 Media Services will collaborate with TAC in expanding upon the Existing County Videos model by producing new videos (the "New Production Videos") addressing and explaining other useful county government functions, operations and services, including, but not limited to, as the Parties mutually agree, the following topics: marriage/divorce processes; obtaining copies of birth certificates; applying for a passport; foreclosure sales; hot check enforcement; child support enforcement; name change procedures; acknowledgement of paternity issues; and landlord-tenant disputes. The New Production Videos will be generic in nature, so that their content may be readily modified, in accordance with the sublicense provisions set forth below, to suit the needs of interested Texas counties.

4.4 The Existing County Videos, the Re-Purposed Videos and the New Production Videos may be sometimes referred to herein collectively as the "Project Videos."

4.5 Travis County will permit the Travis County Media Services producers to access and use the production equipment and editing facilities (collectively, the "County Equipment") owned by County and located within the Media Services department.

5.0 Responsibilities of TAC

5.1 TAC will collaborate with Media Services in producing the Re-Purposed Videos and the New Production Videos as described above, and shall at all times comply with the directions and requests of the Media Services Manager, or his designated representatives, regarding access to and use of the County Equipment.

5.2 TAC will strictly comply with all conditions and restrictions described herein.

5.3 TAC will make every effort to arrange for the addition of the Project Videos to an Internet host site controlled by or affiliated with TAC (the "TAC Website"). Specifically, TAC will endeavor to create links to the Project Videos on the TAC Website and allow other Texas counties to place links to the Project Videos on their local county government websites.

5.4 TAC will prepare a marketing campaign for presentation and use in county government offices, as well as public service announcements, to promote the availability of the Project Videos and thereby maximize the effectiveness of the Project objectives.

5.5 TAC will contract directly with Travis County Media Services producers for services to be provided in connection with the Project. All Travis County employees providing such services will do so on non-County time, and TAC shall pay for all salary costs directly, at compensation rates based on overtime rates for producers. Any travel outside Travis County will be reimbursed by TAC directly to staff.

6.0 Ownership of Intellectual Property; Grant and Scope of License

6.1 Existing County Videos.

6.1.1 Travis County is the sole and exclusive owner of the Existing County Videos, and represents that it has the authority to grant TAC a license to use and modify the Existing County Videos. Travis County further represents that no other entity has any ownership rights in or to the Existing County Videos, or any portion thereof.

6.1.2 Pursuant to the terms and conditions of this Agreement, and in connection with the Project, Travis County agrees to and hereby does grant to TAC a perpetual, non-exclusive license to use the Existing County Videos for the purposes stated herein (the "License"). The License includes the following rights and is subject to the following conditions and restrictions:

(i) TAC may make one (1) copy of each Existing County Video solely for back-up and archival purposes. TAC must reproduce and include the County's copyright or any other proprietary notice (if any) on any such back-up copy.

(ii) TAC may not sell, rent, license, lease, assign or otherwise transfer the Existing County Videos, or any intellectual property or proprietary rights in or to the Existing County Videos, except as provided herein.

(iii) TAC shall use best efforts to prevent the unauthorized use, reproduction, modification, distribution or disclosure of the Existing County Videos.

6.1.3 TAC understands and agrees that the License to the Existing County Videos granted herein is a license only, not a sale, that TAC's rights hereunder are those of a licensed user only, and that neither the copyright nor any other intellectual property or proprietary right is being transferred, assigned or otherwise granted. TAC further understands and agrees that Travis County shall retain exclusive ownership of and all right, title and interest in and to the Existing County Videos, and all copies and portions thereof, including all copyrights, trademark rights and other proprietary rights, regardless of the form or media in or on which the Existing County Videos may exist. All governmental seals, logos and names appearing on or in the Existing County Videos, or on materials provided with them, are proprietary to Travis County. TAC agrees never to remove any proprietary notices or product identification labels.

6.1.4 TAC understands and agrees that Travis County grants no warranties, either express or implied, with respect to the Existing County Videos provided, produced and/or distributed in connection with this Agreement, which are provided "AS IS". Travis County disclaims all implied warranties, including without limitation the warranties of merchantability, suitability or fitness for a particular purpose, title, non-infringement, or results.

6.2 Re-Purposed Videos; New Production Videos; Modified Videos.

6.2.1 Travis County and TAC shall jointly own, in equal share, all intellectual property and proprietary rights in and to the Re-Purposed Videos, the New Production Videos and the Modified Videos, as defined below. As joint owners, each Party shall have the right to maintain and reproduce copies of the Re-Purposed Videos, the New Production Videos and the Modified Videos for their own internal and administrative purposes; provided, however, neither Party may sell, rent, license, lease, assign or otherwise transfer the Re-Purposed Videos, the New Production Videos, or the Modified Videos, or the intellectual property or proprietary rights in and to the same, to third parties without the other Party's consent.

6.2.2 TAC and Travis County may jointly grant sublicenses to interested Texas counties pursuant to which those counties may produce their own videos (the "Modified Videos") by modifying the generic content of the New Production Videos so that they are applicable to that county; provided, however: (i) any modifications shall be performed under the direction of TAC and in cooperation with Travis County and TAC;

(ii) both Travis County and TAC must approve all such modifications; and (iii) the License may be immediately revoked if the Modified Videos contain any content that, in the opinion of the Travis County Commissioners Court, or any of their designated representatives, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County. All Modified Videos created pursuant to the sublicense rights granted herein shall, upon creation, become the joint property of Travis County and TAC.

6.2.3 Travis County and TAC shall use best efforts to prevent the unauthorized use, reproduction, modification, distribution or disclosure of the Re-Purposed Videos, the New Production Videos and the Modified Videos.

7.0 Miscellaneous

7.1 Termination. Either Party may terminate this Agreement by providing thirty (30) days written notice to the other party of its desire to terminate and stating the effective date of termination.

7.2 Liability. Travis County shall not be liable for any claims or damages arising from the negligent or illegal acts or omissions of TAC or TAC's employees or agents in relation to the Project or this Agreement. TAC shall not be liable for any claims or damages arising from the negligent or illegal acts or omissions of Travis County or Travis County's employees or agents in relation to the Project or this Agreement. If both Parties are held liable for any claims or damages arising from the negligent or illegal acts or omissions of either Party or its employees or agents in relation to the Project or this Agreement, Travis County and TAC shall be liable for the portion of the claims and damages that arise from the negligent or illegal acts or omissions of that Party as determined by the court adjudicating the matter or as agreed in any settlement.

7.3 Amendment. This Agreement may be amended only by written instrument signed by both Travis County and TAC. IT IS EXPRESSLY ACKNOWLEDGED BY TAC THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

7.4 Non-Assignment of Rights. TAC may not assign this Agreement or any portion or right thereof without the prior written consent of Travis County. No official, employee, representative or agent of Travis County has the authority to approve any assignment under this Agreement unless that specific authority is expressly granted by the Travis County Commissioners Court. The terms, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

7.5 Mediation. When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless all Parties agree, in writing, to waive the confidentiality.

7.6 Non-Waiver and Reservation of Rights. No act or omission by either Party may constitute or be construed as a waiver of any breach or default of the other Party which then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege. All rights of both Parties under this Agreement are specifically reserved and any act or omission by a Party shall not impair or prejudice any remedy or right of that Party under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.7 Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, Travis County may terminate this Agreement after giving TAC thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.

7.8 Venue and Choice of Law. The obligations and undertakings of each of the Parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

7.9 Notices. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified. The address of TAC for all purposes under this Agreement shall be: Texas Association of Counties, attn: Jim Lewis, Director of Communications, 1210 San Antonio, Austin, Texas 78701; the address of Travis County for all purposes and all notices under this Agreement shall be: Honorable Samuel T. Biscoe (or successor in office), Travis County Judge, P.O. Box

1748, Austin, Texas 78767. Each Party may change the address for notice to it by giving notice of the change in compliance with this section.

7.10 Forfeiture of Contract. TAC shall forfeit all benefits of this Agreement and County shall retain all performance by TAC and recover all consideration, or the value of all consideration paid to TAC pursuant to this Agreement if:

7.10.1 TAC was doing business at the time of execution of this Agreement or had done business during the 365-day period immediately prior to the date on which this Agreement is executed with one or more Key Contracting Person listed in Exhibit A to the Ethics Affidavit attached hereto as Attachment 1 and made a part hereof for all purposes if TAC has not disclosed the name of the Key Contracting Person in Exhibit B to Attachment 1; or

7.10.2 TAC does business with any Key Contracting Person after the date on which this Agreement is executed and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting Person in writing to each member of the Travis County Commissioners Court, the Travis County Purchasing Agent, and to the Travis County Clerk within ten (10) days after commencing business with that Key Contracting Person.

7.10.3 "Was doing business," "had done business," and "does business" mean: (i) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or (ii) loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year; (iii) but does not include any retail transaction for goods or services sold to a key person at a posted, published, or marked price available to the public.

7.11 Conflict of Interest Questionnaire. If required by Chapter 176, Texas Local Government Code, TAC shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. TAC shall update this Questionnaire by September 1 of each year for the duration of this Agreement, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, TAC shall submit an updated Questionnaire. TAC should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.12 Entire Contract. All oral and written agreements between Travis County and TAC relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

Samuel T. Biscoe
Travis County Judge

Date

[name and title]
Texas Association of Counties

Date

Attachment 1

Ethics Affidavit

STATE OF TEXAS §
COUNTY OF TRAVIS §

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name: _____
County of Affiant: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by TAC to make this Affidavit for TAC.
2. Affiant is fully aware of the facts stated in this Affidavit.
3. Affiant can read the English language.
4. TAC has received the list of Key Contracting Persons associated with this Agreement which is attached to this Affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom TAC is doing business or has done business during the 365 calendar day period immediately before the date of this Affidavit whose name is not disclosed in Exhibit "B" to this Affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of Texas

Typed or printed name of notary

My commission expires: _____

Exhibit "A" to Attachment 1
LIST OF KEY CONTRACTING PERSONS
November 10, 2008

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe.....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Dan Smith	
Executive Assistant	Melissa Velasquez	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Executive Assistant	Loretta Farb	
Executive Assistant	Sandra Ramos	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant	Robert Moore	
Executive Assistant	Martin Zamzow	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra*	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative.....	Alicia Perez	
Executive Manager, Budget & Planning	Christian Smith	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford*	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Attorney, Transactions Division	Julie Joe	
Attorney, Transactions Division	Christopher Gilmore*	
Attorney, Transactions Division	Stacy Wilson	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB*	
Purchasing Agent Assistant III	Vania Ramaekers*	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant II	Donald E. Rollack	
Purchasing Agent Assistant II	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
Director, RMCR	Steven Broberg	
Manager, Media Services (RMCR).....	Al Jackson	

FORMER EMPLOYEES

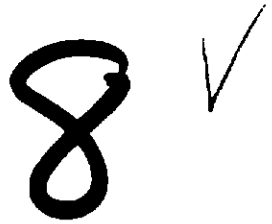
<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2	Karen Sonleitner	12/29/07
Executive Assistant	Gretchen Vaden	12/29/07
Executive Assistant	Ann Denkler.....	12/29/07
Attorney, Transactions Division	Tom Nuckols.....	05/15/08

* - Identifies employees who have been in that position less than a year.

Exhibit "B" to Attachment 1

TAC acknowledges that TAC is doing business or has done business during the 365-day period immediately prior to the date on which this Agreement is executed, or will do business during the Agreement Term with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, TAC warrants that TAC is not doing business and has not done business during the 365-day period immediately prior to the date on which this Agreement is executed with any Key Contracting Person.



TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: November 18, 2008

I. A. Request made by: Alicia Perez, Exec. Mgr. Phone #: 854-9343
(Elected Official/ Appointed Official/ Executive Manager/ County Attorney)

B. Requested topic

**AUTHORIZE COUNTY ATTORNEY TO PREPARE AND SUBMIT
APPLICATION FOR APPROVAL OF TRAVIS COUNTY AS SELF
TRUSTEE OF TRAVIS COUNTY TEXAS 457(b) DEFERRED
COMPENSATION PLAN**

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item
- _____ Grant

Human Resources Department (854-9165)

- _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

9

Travis County Commissioners Court Agenda Request

RECEIVED
COUNTY CLERK'S OFFICE

08 NOV 12 PM 3:48

Voting Session November 18, 2008 Work Session 08 NOV 12 PM 3:48
(Date) (Date)

I. A. Request made by:  Alicia Perez, Executive Manager, Administrative Operations Phone # 49343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Discuss and take appropriate action regarding donation of existing County warehouse furniture for use at the State Jail Visitor Center.

B. Approved by: _____
Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Roger Jefferies, Executive Manager, Justice and Public Safety..... 854-4415

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department(854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete request may be deferred to the next subsequent meeting.





FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director


1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: SJAIL-01-06F-1N
File: 101

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Roger A. El Khoury, M.S., P.E., Director 

DATE: November 4, 2008

SUBJECT: State Jail Visitor Center

Proposed Motion:

Discuss and take appropriate action regarding donation of existing County warehouse furniture for use at the State Jail Visitor Center.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval to donate used County furniture, presently stored at the County warehouse, for use at the new State Jail Visitor Center. A list of the selected furniture follows. Exhibit (1) is a photograph of the selected furniture.

- (1) desk chair
- (1) side chair
- (1) 72" round folding table
- (3) 96"x18" folding tables
- (1) 72"x 20" credenza
- (1) 40"x 30" office desk
- (34) stacking chairs
- (3) 30"x30"x18"h. plastic covered foam bench seats
- (1) plastic covered foam detention seat

Budgetary and Fiscal Impact:

None

Background:

The Travis State Jail Visitor Center is a 1,820 SF building on the State Jail site at 8101 FM969. The project is substantially completed.

The warehouse contains furniture no longer needed by contributing County departments. Periodically the Purchasing Office holds public auctions to clear inventory and frequently other County departments also visit the warehouse as an alternative to ordering new furniture.

Required Authorizations:

Planning and Budget: N/A

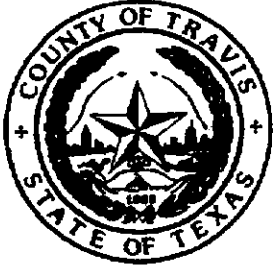
Purchasing: N/A

County Attorney: N/A

Exhibits:

- 1) Photograph of Selected Furniture





TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

10

Cyd V. Grimes 11/12/08

Approved by: _____

Voting Session: Tuesday, November 18, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT NO. IL050005LC, FOR THE PROVISION OF INTERNET CONNECTION SERVICES (THEnet), WITH UNIVERSITY OF TEXAS AT AUSTIN. (ITS)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: ITS, Nick Macik, 854-4730; Walter LaGrone, 854-4890; Joe Harlow, 854-9372; Alicia Perez, Executive Manager

County Attorney (when applicable): Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

Since 1995 the University of Texas at Austin has been serving as the Internet Service Provider (ISP) for Travis County. This has entailed the provision of communications connections, registered Internet Protocol (IP) addresses and domain name services (DNS) which allow Travis County to connect to and maintain a presence on the Internet. In the past, the County has paid based on megabytes per second (MBPS) which included a port charge. The Internet access for Travis County is currently operational at 60 megabytes per second (MBPS). ITS is recommending increasing the capacity to 100 MBPS.

The cost of the Internet access is prorated among the Greater Austin Area Telecommunications Network (GAATN) members based upon the bandwidth requested. The purpose of this modification is to 1) acknowledge the automatic extension for an additional twelve months; 2) Increase capacity from 60 MBPS to 100 MBPS; 3) decrease the per MBPS rate; and 4) change the way members are billed by adding a month port charge of \$500.00 or \$6,000.00 annually. The current rate for 60 MBPS is \$4,180.80 per month or \$69.68/MBPS. The rate for the 100 MBPS capacity is \$5,746.00 per month or \$57.46/MBPS. The amount of this agreement will not exceed \$74,952.00 for this contract period.

- **Contract Expenditures:** Within the last 12 months \$50,320.80 has been spent against this contract.

Not applicable

- **Contract-Related Information:**

Award Amount: \$74,952.00 (Not-to-Exceed)

Contract Type: Interlocal Agreement

Contract Period: September 1, 2008 – August 31, 2009

- **Funding Information:**

Purchase Requisition in H.T.E.: 449996

Funding Account(s) 001-1230-523-6099

Comments:

- **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow Jr., Chief Information Officer

314 W. 11th Street, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512) 854-4401

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE

DATE: September 11, 2008
TO: Cyd V. Grimes, C.P.M-Travis County Purchasing Agent
FROM: Joe Harlow, Chief Information Officer *Joe Harlow*
SUBJ: Recommendation to Approve Agreement with the University of Texas at Austin for provision of Internet Connection Services

Proposed Motion:

Approve Agreement with the University of Texas at Austin for provision of Internet Connection Services (THEnet) Contract No. IL990170TF and to increase through put from 60Mbps to 100 Mbps.

Summary and Staff Analysis:

The Internet access for Travis County is currently operational at 60 megabytes per second. ITS is recommending to renew the agreement and increase the capacity to 100 megabytes per second. The cost of Internet access is prorated among the GAATN members based upon the bandwidth requested. ITS recommends approval of this agreement.

Budgetary and Fiscal Impact:

The current rate for 60 Mbps is \$4,193.40 per month or \$50,320.80 per year. The rate for the increased capacity is \$6,246.00 per month. The amount of this agreement will not exceed \$74,952.00 per year. Funding is included the following line item account:

001-1230-523-6099 \$74,952.00

Issues and Opportunities:

This is the first year that the University of Texas is charging a port charge of \$500.00 per month. This cost is included in the \$6,246.00 monthly amount. The utilization of UT as our Internet service provider allows Travis County access through the GAATN fiber optic network. By utilization of GAATN, the County saves the monthly charge for a high-speed data lines (T1). ACC, AISD and the City of Austin all use UT as their Internet Service Provider (ISP).

Background:

Since 1995 the University of Texas at Austin has been serving as the ISP for Travis County. This has entailed the provision of communication connections, registered Internet Protocol (IP) addresses and domain name services (DNS) which allow Travis County to connect to and maintain a presence on the Internet. The interlocal agreement dated June 22, 1999 formalized this arrangement, and also provided the means to upgrade this level of service in the future to a higher-speed connection through the GAATN network. The interlocal agreement sets a monthly rate for the provision of these services to Travis County.

Required Authorizations:

Legal:	John Hille, County Attorney
Purchasing:	Bonnie Floyd, Lori Clyde Purchasing Department
Budget:	Randy Lott, PBO

cc: Lynn Harper, Admin Ops; Walter LaGrone; ITS, ITS Nick Macik, ITS;

PURCHASE REQUISITION NBR: 0000449996

REQUISITION BY: TERRI FLEMMINGS/854-4998 STATUS: AUDITOR APPROVAL DATE: 9/10/08

SHIP TO LOCATION: ITS - ANNEX COMPUTER ROOM SUGGESTED VENDOR: 27726 UNIVERSITY OF TEXAS UTILITIES DELIVER BY DATE: 9/30/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	THE.NET SERVICES 100MB COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: ELECTRONIC MONITORING	12.00	MO	6246.0000	74952.00	
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REQUISITION TOTAL: 74952.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00112305236099	OTHER PURCHASED SERVICES	74952.00
		OTHER PURCHASED SERVICES	100.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

TRAVIS COUNTY

10/30/08

Fiscal Year 2009

Account Balance Inquiry

18:05:03

Account number : 1-1230-523.60-99
Fund : 001 GENERAL FUND
Department : 12 INFORMATION & TELECOMMUNI
Division : 30 OPERATIONS
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 176,107
Revised budget : 464,377 10/27/2008
Actual expenditures - current . . : 89,669.62-
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : 281,231.90
Unposted encumbrances : .00
Pre-encumbrance amount : 108,019.77
Total expenditures & encumbrances: 299,582.05 64.5%
Unencumbered balance : 164,794.95 35.5

F5=Encumbrances **F7=Project data** **F8=Misc inquiry**
F10=Detail trans **F11=Acct activity list** **F12=Cancel** **F24=More keys**

MODIFICATION OF CONTRACT NUMBER: IL050005LC Internet connection Services ITS PAGE 1 OF 1 PAGES
(UT Ref # 126070), 3526

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 22, 2008
ISSUED TO: University of Texas at Austin Office of Telecommunication Services P.O. Box 7580 Austin, Texas 78713-7580	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: September 21, 2004
ORIGINAL CONTRACT TERM DATES: <u>September 21, 2004 – August 31, 2005</u>		CURRENT CONTRACT TERM DATES: <u>September 1, 2008 – August 31, 2009</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: \$ 37,320.00 NTE

Current Modified Amount \$ 237,184.80 NTE

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

This contract is hereby modified as follows:

- 1) Acknowledge automatic extension for an additional twelve months from September 1, 2008 through August 31, 2009.
- 2) Increase capacity from 60MBPS to 100MBPS.
- 3) Reduce the per not-to-exceed MBPS rate from \$69.68/MBPS to \$57.46/MBPS.
- 4) Add Port charge of \$500.00/month in Section III of the Agreement.

The total cost will not exceed \$6,246.00 per month or \$74,952.00 annually.

Note to Vendor:

- Complete and execute (sign) your portion of the signature block for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: The University of Texas at Austin

BY: *Debra Y. Stevens*
SIGNATURE

BY: Debra Y. Stevens
PRINT NAME

TITLE: Business Contracts Administrator
ITS DULY AUTHORIZED AGENT

- DBA
- CORPORATION
- OTHER

DATE:

TRAVIS COUNTY, TEXAS

BY: *Cyd V. Grimes*
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:

11/12/08

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

11

Approved by: _____

Cyd V. Grimes 11/12/08

Voting Session: Tuesday, November 18, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT NO. PS070094DG, LOOMIS PARTNERS, FOR ADDITIONAL PROFESSIONAL SURVEYING SERVICES FOR THE RUSK BUILDING AND TWELVE-MONTH EXTENSION (FM)

Points of Contact:

Purchasing: Diana Gonzalez

Department: Facilities Management, Roger A. El Khoury, M.S, P.E.; Leslie Stricklan, R.A

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

RFQ No. Q060229-DG, for the establishment of a pre-qualified list of Surveyors, was issued on June 13, 2006. On Aug. 22, 2006, the Court approved the establishment of a pre-qualified list of thirteen (13) Surveying firms. Individual Professional Service Agreements (PSA) are negotiated on an "as needed" basis from this pre-qualified list, based on a firm's qualifications which best match a particular project. Each additional project will be issued as a modification to the original PSA.

The proposed Modification No. 4 requires the Consultant to perform additional Professional Surveying Services for the Rusk Building. The proposed modification will increase the contract by \$1,500.00 from \$103,015.00 to \$104,515.00. In addition, Modification No. 4 will exercise a twelve-month extension from November 28, 2008 through November 27, 2009. Modification No. 1 exceeded the 25% threshold which ultimately requires each subsequent modification to receive Commissioners Court approval.

Modification No. 3 was approved on January 29, 2008 to perform additional Professional Surveying Services for Block 108 and three-quarters of Block 134. The proposed modification will increase the contract by \$32,280.00 from \$70,735.00 to \$103,015.00.

Modification No. 2 was approved on October 23, 2007 to perform additional Professional Surveying Services for the Alex Dunlap Survey No. 805. Modification No. 2 increased the contract by \$3,490.00, from \$67,245.00 to \$70,735.00.

Modification No. 1 was approved on July 24, 2007 to perform Professional Surveying Services for the Alex Dunlap Survey No. 805. It increased the contract by \$21,000 from \$46,245.00 to \$67,245.00,

Contract Expenditures: Within the last 12 months \$70,735.00 has been spent against this contract.

Not applicable

➤ **Contract Modification Information:**

Modification Amount: \$1,500.00 (Firm Amount)

Modification Type: Construction

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

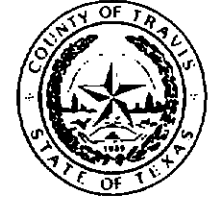
➤ **Funding Information:**

Purchase Requisition in H.T.E.: 451685

Funding Account(s): 00114058218105

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.



FACILITIES MANAGEMENT DEPARTMENT
Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: RUSK-02-08R-4R
FILE: 601

TO: Cyd V. Grimes, CPM, Purchasing Agent
VIA: Roger A. El Khoury, M.S., P.E., Director
FROM: Leslie Stricklan, AIA, Senior Project Manager
DATE: October 31, 2008
SUBJECT: Rusk Building Renovation
Contract Modification No. 4 for Loomis Partners
Contract # PS070094DG

PROCEN 2
TRAVIS COUNTY
2008 NOV -3 AM 9:37
PURCHASING
OFFICE

This Contract Modification Number 4 to Loomis Partners is for survey documentation work related to the proposed cable trench across West 10th Street, as described in the attached documentation.

This Contract Modification will increase the contract by \$1,500.00 from \$103,015.00 to \$104,515.00. The work will be completed within one week of notice to proceed. Facilities Management Department (FMD) has reviewed and negotiated the cost and time for this Contract Modification and has determined that the cost and time are fair and reasonable.

Funds for this Contract Modification are in account 001-1405-821-8105 and are encumbered under the requisition number 451685. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification this request is being forwarded along with the supporting documents for approval by Commissioners Court. If approved, please issue a fully executed Contract Modification Number 4 to Loomis Partners. Please call Leslie Stricklan, AIA at extension 44778 if you have any questions.

- ATTACHMENTS:**
1. Supporting documents

COPY TO:
Amy Draper, CPA, Financial Manager, FMD
Diana Gonzalez, Purchasing Agent Assistant

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year :	2009
Account number :	1-1405-821.81-05
Fund :	001 GENERAL FUND
Department :	14 FACILITIES MANAGEMENT
Division :	05 PROJECT MANAGEMENT SVCS
Basic activity :	82 CAPITAL AQUISITION FUNDS
Sub activity :	1 GENERAL GOVERNMENT
Element :	81 CAPITAL OUTLAY
Object :	05 BUILDINGS
Budget :	239,523
Encumbered amount :	144,380.57
Pre-encumbered amount :	1,500.00
Expenditures :	71,704.46-
Total expenditures :	74,176.11
Balance :	165,346.89

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000451685

STATUS: ALL ITEMS ON ORDER
 REASON: ROUTINE (RUSK BLDG RENOVATION)

DATE: 9/23/08

REQUISITION BY: ANGELA DAVIS 854-9084

DELIVER BY DATE: 11/12/08

SUGGESTED VENDOR: 51126 LOOMIS PARTNERS INC

SHIP TO LOCATION: FACILITIES MANAGEMENT

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	PROFESSIONAL SURVEYING SERVICES RUSK BUILDING SURVEY SKETCH AND METES AND BOUNDS DESCRIPTION IN ACCORDANCE WITH COA GUIDELINES. POC: LESLIE STRICKLAN @ 854-4778 COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: NEW BUILDINGS-SURVEYING INVENTORY BUILDING: FE STOCK NO: 968-005-00005	1500.00	DOL	1.0000	1500.00	
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REQUISITION TOTAL: 1500.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00114058218105	KRSK01	1500.00
		RUSK BLDG PURCHASE	
			1500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

MODIFICATION OF CONTRACT NUMBER: PS070094DG, PROFESSIONAL SURVEYING SERVICES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Diana Gonzalez TEL. NO. (512) 854-5860 FAX NO. (512) 854-9185	DATE PREPARED: October 30, 2008
ISSUED TO: Loomis Partners, Inc. 3101 Bee Cave Road Ste 100 Austin, Texas 78746	MODIFICATION NO.: FOUR	EXECUTED DATE OF ORIGINAL CONTRACT: November 28, 2006
ORIGINAL CONTRACT DATES: <u>November 28, 2006 through November 27, 2007</u>		CURRENT CONTRACT DATES: <u>November 28, 2008 through November 27, 2009</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 46,245.00 Current Modified Amount \$104,515.00

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

A. The total agreement amount is changed from \$103,015.00 to \$104,515.00 an increase of \$1,500.00.

B. This Modification No. Four is issued in the amount of \$1,500.00, and requires the Consultant to perform additional Professional Surveying Services for the Rusk Building, per the attached Scope, (Loomis Partners letter dated October 23, 2008) and priced as per the attached Exhibit 1-D, which are made part hereof.

C. Exercise the option to extend the contract term for one (1) additional year in accordance with Section-4 Period of Service, Professional Services Agreement, 4.2.1 entitled "Option to Extend." The contract period is changed from: November 28, 2007 through November 27, 2008, to read: November 28, 2008 through November 27, 2009.

Note to Vendor:
[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
[] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Loomis Partners</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>JOHN D. BARNARD</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>CHIEF SURVEYOR</u> ITS DULY AUTHORIZED AGENT	DATE: <u>11/03/2008</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>11/12/08</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

Contract No. PS070094DG
Modification No. 4
Page 3 of 3



October 23, 2008

*delivered via email Leslie Stricklan
Leslie.Stricklan@co.travis.tx.us*

Leslie Stricklan, R.A.
1010 Lavaca St., P.O. Box 1748
Austin, Texas 78767

RE: Proposal for Professional Land Surveying Services – Loomis Proposal No. P0801-104R2
Rusk Building

Dear Leslie,

Thank you for contacting Loomis Partners Inc. (Loomis) regarding your need for professional surveying services on your utility trench project in the West 10th Street right-of-way. As requested, I have prepared the following scope of services and fee.

License Agreement Exhibit

- All services will be directed by a Registered Public Land Surveyor. (R.P.L.S.)
- Based on our previous survey of the subject portion of the West 10th Street right-of-way, Loomis Partners (Loomis) will prepare a survey sketch and metes and bounds description in accordance with City of Austin guidelines.
- **Deliverables:** paper originals and pdf copies
- **Fee – \$1,500**, plus applicable sales tax
 - Senior Survey Technician – 9 hours @ \$90 per hour = \$810**
 - Registered Professional Land Surveyor – 6 hours @ \$115 per hour = \$690**
- **Schedule** – Upon receiving written authorization to proceed, Loomis will commence work and deliver the exhibits one week following.

Thank you for this opportunity to be of service. Please don't hesitate to call me at my office, 512-327-1180, if you have any questions or comments regarding this proposal.

With kindest regards,

A handwritten signature in black ink, appearing to read "John Barnard", is written over a horizontal line.

John Barnard, RPLS
Chief Surveyor

Contract No. PS070094DG
Modification No. 4
Page 2 of 3

EXHIBIT 1-D

**INCORPORATED VIA MODIFICATION #4
COMPENSATION FOR PROFESSIONAL SERVICES**

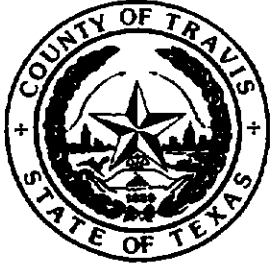
BASIC SERVICES:

The fixed fee for the performance of the Basic Services in accordance with proposal dated October 23, 2008 shall be the sum of \$1,500.00. The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement.

Hourly Rates

1.	Senior Survey Technician 90 hours @ \$90.00/hr.=	\$ 810.00
2.	Registered Professional Land Surveyor 6 hours @ \$115.00/hr.=	\$ 690.00

TOTAL AMOUNT: **\$1,500.00**



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

12

Cyd V. Grimes 11/14/08

Approved by: _____

Voting Session: Tuesday, November 18, 2008

REQUESTED ACTION: APPROVE TERMINATION OF CONTRACT NO. 06T00090DR, WILSON CULVERTS INC., FOR CULVERT PIPES. (TNR)

Points of Contact:

Purchasing: Donald Rollack, 854-9700

Department: Christina Jensen, 854-9383; Joseph Gieselman, 854-9383; Executive Manager, TNR

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

Contract no. 06T00090DR was awarded to Wilson Culverts on February 28, 2006 for the purchase of culvert pipe for the Transportation and Natural Resources Department. Due to escalating costs of fuel and raw materials, and contract terms which limit price increases, the Contractor is no longer able to perform while making a reasonable profit. As a result, the County and Contractor agreed that termination is in the best interest of the County, and request Commissioners Court approval of Modification no. 4 to terminate the Contract.

New bids will be solicited for culvert pipes. The new bid will contain provisions allowing the awarded vendor more flexibility to request price adjustments due to fluctuating market prices, with County's approval.

Modification no. 3, approved by the Purchasing Agent on January 23, 2008, extended the contract through March 3, 2009.

Modification no. 2, approved by the Purchasing Agent on August 6, 2007, allowed for a price increase of 10%, which was allowed by Special Provision, section 3, Economic Adjustment.

Modification no. 1, approved by the Purchasing Agent on December 18, 2006, extended the contract through March 3, 2008.

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

From: Don Ward
To: Bonnie Floyd
Date: 11/3/2008 3:15 PM
Subject: Re: culvert pipe

CC: Christina Jensen; Donald Rollack

Bonnie,

No questions from my end, sounds like a good strategy. Sorry for the slow response, I was out most of last week and am trying to get back to everyone.

Don

Donald W. Ward, P.E. (Don)
Director
Road Maintenance & Fleet Services
512-854-9317, FAX 512-854-4648
don.ward@co.travis.tx.us

>>> Bonnie Floyd 10/31/2008 2:22 PM >>>

Don, we're beginning action today to terminate Wilson Culvert's contract for culvert pipe. Cyd talked to Mr Huffhines, trying to talk him into honoring an order (req 450119), with another 10% price increase. He declined saying that his prices have now increased about 30%. Donald is going to prepare a formal solicitation for these requirements. By terminating the current contract for convenience, Mr Huffhines will have the chance to bid the amount he feels is appropriate. Hopefully we'll get some other competition also.

We're going to change the price escalation clause in the new solicitation, taking out the 10% restriction. That will allow both TNR and the court to consider price increases that are market-driven, and not be tied to a certain amount.

Please let me know if you have any questions.

MODIFICATION OF CONTRACT NUMBER: 06T00090DR CULVERT PIPE PAGE 1 OF 1 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Donald Rollack TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: November 12, 2008
ISSUED TO: Wilson Culverts, Inc.. ATTN: Terry Huffines P.O.Box 940 Elkhart Texas 75839	MODIFICATION NO: 4	EXECUTED DATE OF ORIGINAL CONTRACT: January 18, 2005

ORIGINAL CONTRACT TERM DATES: **March 4, 2006 through March 3, 2007**

CURRENT CONTRACT TERM DATES: **March 4, 2006 through March 3, 2009**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ _____ Current Modified Amount \$ _____

DESCRIPTION OF CHANGES:

Pursuant to General Provisions, Paragraph 21, Termination For Convenience:
Contract 06T00090DR is terminated upon approval by Travis County Commissioners Court.

Note to Vendor:

[] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
[X] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	
BY: _____ PRINT NAME	DATE: _____
TITLE: _____ ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS BY: <i>Cyd V. Grimes</i> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <i>11/14/08</i>
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TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
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TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

13

Approved by: _____

Cyd V. Grimes 11/12/08

Voting Session: Tuesday, November 18, 2008

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTIONS RELATED TO PROPERTY AND BOILER/MACHINERY INSURANCE:

- A. APPROVE OR REJECT PURCHASE OF TERRORISM INSURANCE COVERAGE.**
- B. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 4) TO CONTRACT NO. 07T00007OJ, KEY & PISKURAN INSURANCE, FOR THE PROPERTY AND BOILER/MACHINERY INSURANCE TRAVIS COUNTY. (HRMD)**

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director, 854-9165, Alicia Perez, Exec. Mgr., 854-9343

County Attorney (when applicable): Barbara Wilson, 854-9567

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

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

The contract provides Property and Boiler/Machinery Insurance to Travis County. The contract was approved by the Commissioners Court on December 19, 2006.

The Purchasing Office concurs with HRMD's recommendation to exercise the second option to renew the contract with Key & Piskuran Insurance Agency, and with Affiliated FM as the underwriter. The renewal rate will be a flat rate renewal. Although the rate charged per \$100 of value will remain the same, the actual premium will vary from last year due to an increase in property values and/or from purchased or sold properties. The premium rate of .0480 per \$100 of property covered per year, without the Terrorism Risk Insurance Act (TRIA), will remain the same. The estimated premium is \$345,199.00, which includes engineering services to be provided by Affiliated FM. The Risk Management Office does not recommend the optional TRIA coverage.

The modification will extend the contract for the Property and Boiler/Machinery Insurance, for an additional twelve (12) months, through December 31, 2009. The contract extension

is permitted pursuant to Paragraph 1.0, of the contract, entitled "Term of Contract".

Modification No. 3 was previously issued to add the Rusk Building located at 910 Lavaca Street effective March 21, 2008. The modification was signed by the Purchasing Agent.

Modification No. 2 was previously issued to add the Chair King Building located at 5335 Airport Blvd effective March 11, 2008. The modification was signed by the Purchasing Agent.

Modification No. 1 was previously issued to exercise the first option period to extend the contract for twelve months, through December 31, 2008. It was approved by the Commissioners Court on December 18, 2007.

➤ **Contract Expenditures:** Within the last 12 months \$345,174.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$345,199.00 (Fixed Amount)

Contract Type: Annual Contract

Contract Period: January 1, 2009 through December 31, 2009

➤ **Funding Information:**

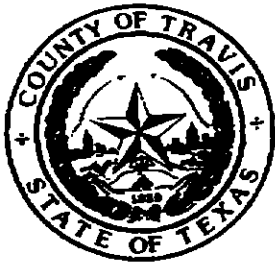
Purchase Requisition in H.T.E.: Requisition #455501

Funding Account(s): 525-1140-522-4408

Comments: Requisition will be processed upon approval of the contract modification by the Commissioners Court.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.



Human Resources Management Department

1010 Lavaca St. 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-4203

PROCEEDING
TRAVIS COUNTY
2008 OCT 23 PM 4:32
PURCHASING
OFFICE

Memorandum

October 23, 2008

To: Cyd Grimes, County Purchasing Agent

From: Dan Mansour, Risk Manager, HRMD *Dan*
William Paterson, Senior Risk/Safety Specialist

Re: Property & Boiler & Machinery Insurance

It is the recommendation of Risk Management that Travis County exercise its option to renew the contract with Key & Piskuran Insurance Agency, Inc. with Affiliated FM as the carrier. The renewal rate will be a flat rate renewal. Although the rate charged per \$100 of value will remain the same the actual premium will vary from last year due to an increase in property values and or from purchased or sold properties. Staff does not recommend accepting the optional (certified or non-certified) Terrorism Coverage. The estimated premium is \$345,199.00, which includes engineering services to be provided by Affiliated FM. The line item from which the premium will be paid from is # 525-1140-522-4408. If you have any questions please call me at 854-9650. Thank you.

CC: Alicia Perez, Executive Manager, Administrative Operations
Linda Moore Smith, Director, HRMD
Lolly Jones/Purchasing

PUPCHASE REQUISITION NBR. 0000455501

REQUISITION BY: MARGIE SOLANO 854 9239
SHIP TO LOCATION: HUMAN RESOURCES MGT.

STATUS: AUDITOR APPROVAL
REASON: RENEW CONTRACT 07T000070 0J

SUGGESTED VENDOR: 52929 KEY AND PISKURAN INSURANCE
DATE: 11/04/08
DELIVER BY DATE: 1/01/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	BOILER AND MACHINERY INSURANCE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: PROPERTY/BROILER MACH INS	345199.00	DOL	1.0000	345199.00	

REQUISITION TOTAL: 345199.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	52511405224408	INSURANCE PREMIUMS Property	345199.00
			100.00
			345199.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

ISSUED BY PURCHASING OFFICE 314 W 11TH ST. RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 31, 2008
ISSUED TO: Key & Piskuran Insurance Attn. Mr. Bill Piskuran 2313 Roosevelt Drive, Suite A Arlington, Texas 76094-0672	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: December 19, 2006
ORIGINAL CONTRACT TERM DATES: <u>January 1, 2007 through December 31, 2007</u>		CURRENT CONTRACT TERM DATES: <u>January 1, 2009 through December 31, 2009</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 330,242.00 Current Modified Amount \$ 345,199.00

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

Recitals

County distributed a Request for Proposals (RFP #P070007-OJ) from qualified companies for the delivery of property and boiler & machinery insurance coverage. Contractor will provide property and boiler & machinery insurance coverage. On December 19, 2006, County entered into this contract to obtain property and boiler & machinery insurance coverage from Contractor. Pursuant to 1.2, County may extend this contract for three additional one year periods.

Agreement

County exercises its second option to extend this contract for one additional year. The second option commences at 12:01 a.m. on January 1, 2009. During the second option year, all provisions of this Contract, except for the contract term, remain unchanged and in effect. The premium rate of .0480 per \$100 of property covered remains unchanged.

Note to Vendor:
[XX] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
[] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Key and Piskuran Ins. Agency LLC</u>	<input type="checkbox"/> DBA
BY: <u>Bill Piskuran</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Bill Piskuran</u> PRINT NAME	<input checked="" type="checkbox"/> OTHER
TITLE: <u>Partner</u> ITS DULY AUTHORIZED AGENT	DATE: <u>Nov 5, 2008</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>11/12/08</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

2009-2010 Property Renewal

Travis County

TRAVIS COUNTY



Key & Piskuran Insurance Agency

Larry Gallemore

817-860-3566 Ext. 17

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Insured Name: Travis County

Date: 10/3/08

Account Number: 1- 51496

Insurer Name: Affiliated FM Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005 and again in 2007, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. ALSO, THERE IS A \$100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 DURING ANY PROGRAM YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED \$100,000,000,000. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF 1/1/09, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of **\$14,550**. This premium does not include applicable taxes or surcharges.

I hereby decline this offer of coverage for terrorist acts covered by the act.

Policyholder/Applicant Signature

Date

Print Name



INSURANCE PROPOSAL for Travis County

To: Carrol Key

At: Key and Piskuran Insurance Agency

Fax No.: 817.860.3584

From: Emily Lochhead

Date: 02 Oct 2008

Pages:

A. POLICY TERM:

January 1, 2009 to January 1, 2010

B. NAMED INSURED:

Travis County, and its wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT:

This company's liability will not exceed the respective Sub-Limits of Liability shown elsewhere for the coverages involved. However, in no event will the company's total Limit of Liability exceed \$250,000,000 as a result of any one occurrence, regardless of the number of perils, coverages or locations involved.

D. INSURANCE PROVIDED:

All risks of direct physical loss or damage, as defined and limited herein, on Real Property, Personal Property, Business Interruption, including the Extensions of Coverage applying at the following described locations:

Location Schedule:

1. Travis County Courthouse, 1000 Guadalupe Street, Austin, TX, 78701, Index No. 001137.26
2. Travis County Courthouse Annex - N.L. Gault, 501 West 11th Street, Austin, TX, 78701, Index No. 001137.26
3. Travis County Jail@, 500 West 10th Street, Austin, TX, 78701, Index No. 001137.26
4. Ned Granger Administration BuildingNed Granger Administration Building, 314 West 11th Street, Austin, TX, 78701, Index No. 001137.27
5. TC Parking Garage (Courthouse), 501 West 10th Street, Austin, TX, 78701, Index No. 001137.26
6. Stokes Parking Garage, Guadalupe & West 12th Street, Austin, TX, 78701, Index No. 001137.28
7. Airport Blvd. Building, 5501 Airport Blvd, Austin, TX, 78751, Index No. 074587.78
8. Gardner Betts Juvenile Detention Services (4 buildings)@, 2515 South Congress Avenue, Austin, TX, 78704, Index No. 001137.31
9. Gardner Betts Parking Garage, Long Bow, Austin, TX, 78701, Index No. 001137.32
10. TCSO East Command Center, 7811 Burleson Manor Road, Manor, TX, 78653, Index No. 000533.04
11. TCSO West Command Center, 3800 Hudson Bend Road, Austin, TX, 78734
12. Del Valle Adult Corrections@, 3416 Bill Price Rd., Del Valle, TX, 78617, Index No. 001137.44
13. Palm Square, 100 North I H 35, Austin, TX, 78701, Index No. 001137.33
14. Post Road Office Building, 2201 Post Road, Austin, TX, 78704, Index No. 001190.51
15. Thurman Criminal Justice Center@, 509 West 11th Street, Austin, TX, 78701, Index No. 001137.26
16. Justice Plan. Bldg. (name change), 1101 Nueces Street, Austin, TX, 78701
17. Precinct 1 Office, 1811 Springdale Road, Austin, TX, 78721
18. Precinct 3 Office, 8656 West Highway 71, Austin, TX, 78735, Index No. 001516.31
19. Precinct 4 Office, 4011 McKinney Falls Parkway, Austin, TX, 78744, Index No. 001137.34
20. Satellite 1, 9310 Johnny Morris Rd, Austin, TX, 78724
21. Satellite 2, 1405 FM 620 N., Austin, TX, 78726, Index No. 001137.36
22. Satellite 3, 14624 Hamilton Pool Road, Austin, TX, 78738, Index No. 001137.30
23. Satellite 4, 5412 Lockhart Highway, Austin, TX, 78744, Index No. 001137.37
24. Starflight Hanger, 7800 Old Manor Road, Austin, TX, 78724, Index No. 001516.33



25. Smith Road Building, 1600 Smith Road, Austin, TX, 78721, Index No. 001137.38
26. Center for Battered Women, Tannehill Lane, Austin, TX, 78721
27. Weatherization Program, 5201 East Cesar Chavez Street, Austin, TX, 78702
28. South Rural Community Health Center, 3518 FM 973 S., Del Valle, TX, 78617
29. North Rural Community Center, 15822 Foothill Farms Loop, Pflugerville, TX, 78660
30. West Rural Community Center, 8656 West Highway 71, Austin, TX, 78735
31. Travis County Exposition Center, 7311 Decker Lane, Austin, TX, 78724, Index No. 001137.40
32. North Lamar Service Station, 1000 North Lamar Boulevard, Austin, TX, 78703
33. University Savings Building, 1010 Lavaca Street, Austin, TX, 78701, Index No. 001137.41
34. East Rural Community Health Center (2 buildings), 600 West Carrie Manor Street, Manor, TX, 78653
35. Executive Office Building@, 411 West 13th Street, Austin, TX, 78701, Index No. 001137.42
36. Travis County Forensic Center@, 1213 Sabine Street, Austin, TX, 78701, Index No. 001137.43
37. Holt Building, 1004 Guadalupe Street, Austin, TX, 78701
38. Brizendene House, 507 West 11th Street, Austin, TX, 78701
39. Haverty Bldg/Sheriff/Office, 5551 Airport Boulevard, Austin, TX, 78751, Index No. 074579.85
42. Precinct 2 Office, 10409 Burnet Road Suite 150, Austin, TX, 78758, Index No. 001516.32
43. North IH 35 Fire District Bldg, 11220 North I H 35, Austin, TX, 78753
44. Manchaca Community Center, 1310 Fm 1626, Manchaca, TX, 78652
45. Nameless Schoolhouse, 23436 Nameless Road, Leander, TX, 78641
46. Bank of America Bldg, 2501 South Congress Avenue, Austin, TX, 78704, Index No. 074583.72
47. Prec 1 tax Office, 4705 Heflin Lane, Austin, TX, 78721-1521
48. Office Building, 5335 Airport Boulevard, Austin, TX, 78751
49. Rusk Building, 910 Lavaca Street, Austin, TX, 78701
100. Misc EDP Equipment, Austin, TX, 78701

E. SUB-LIMITS:

Unless otherwise stated below, the following sub-limits of liability will apply on a per occurrence basis for all coverages provided, and are part of, not in addition to, the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

1. \$100,000,000 Earth Movement (Annual Aggregate, for all coverages provided)
2. \$100,000,000 Flood (Annual Aggregate, for all coverages provided) except:
3. \$5,000,000 Flood (Annual Aggregate, for all coverages provided) in Zone B or Shaded X
4. \$30,000,000 Motor Vehicle Coverage
5. \$22,000,000 Business Interruption
6. \$1,000,000 Extra Expense -- The Company will pay the greater of the sub-limit or 15% of the reported annual Business Interruption values.

F. EXTENSIONS OF COVERAGE (EOC) SUB-LIMITS:

The following sub-limits of liability will apply on a per occurrence basis for all coverages provided, unless otherwise stated below, and are part of, not in addition to the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

All Risk EOC Sub-Limits:

1. \$100,000 Fire Fighting Materials and Expenses
2. \$100,000 Professional Fees



3.	\$250,000	Expediting Expenses
4.	\$100,000	Trees, Shrubs, Plants and Lawns not to exceed a limit of \$1,000 per item
5.	\$250,000	Pavements and Roadways
6.	\$50,000	Land and Water Clean Up Expense (Annual Aggregate, for all coverages provided)
7.	\$250,000	Installation Floater
8.	\$5,000,000	Newly Acquired Property
9.	\$1,000,000	Unnamed Locations Coverage
10.	\$250,000	Fine Arts
11.	\$1,000,000	Accounts Receivable
12.	\$500,000	Valuable Papers and Records
13.	\$5,000,000	Electronic Data Processing, Data and Media
14.	Demolition and Increased Cost of Construction	
	Policy Limit	Item A: Undamaged Portion
	\$10,000,000	Item B: Demolition
	\$1,000,000	Item C: Compliance with the Law
	\$1,000,000	Item D: Business Interruption
15.	\$5,000,000	Errors and Omissions
16.	\$250,000	Transit
17.	Terrorism Coverage and the Supplemental United States Certified Act of Terrorism Endorsement	
	\$100,000	A. United States Certified Act of Terrorism coverage
	Not Covered	B. Terrorism Coverage for Locations Outside of the United States (Annual Aggregate, for all coverages provided)
18.	\$1,000,000	Fungus, Mold or Mildew
19.	\$100,000	Deferred Payment
20.	\$250,000	Off-Premises Service Interruption - Property Damage
21.	\$100,000	Arson or Theft Reward
22.	\$100,000	Money and Securities
23.	\$100,000	Locks and Keys
24.	\$100,000	Tenants Legal Liability and Expense
25.	\$100,000	Soft Costs

Business Interruption - Extensions of Coverage Sub-Limits:

A.	Not Covered	Days of Ordinary Payroll
B.	30	Days of Civil Authority
C.	\$250,000	Off-Premises Service Interruption
D.	\$250,000	Contingent Business Interruption
E.	\$250,000	Research and Development Expense
F.	\$250,000	Ingress/Egress
G.	\$100,000	Tax Treatment
H.	30	Days of Extended Period of Indemnity

The above Extensions of Coverage sub-limits of liability will be the maximum payable for property damage and business interruption (if applicable) resulting from such property damage, or any combination thereof.

With respect to items A. and H. the number of days is part of and not in excess to any other outstanding sub-limits of liability.

Section D. Extensions of Coverage Item 9. Unnamed Locations and Section C. Additional Coverage Item 4. Property Removed from Described Locations are extended to Section D. Extension of Coverage Item 17. Terrorism with a sub-limit of liability of \$100,000 (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined. Also a \$100,000 Flood sub-limit of liability (if provided) (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined applies to Section D. Extension of Coverage Item 17. Terrorism.

Both of these sub-limits of liability applying to the Extension of Coverage Item 17. Terrorism do not apply to the Supplemental United States Certified Acts of Terrorism Endorsement.



These limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism.

G. DEDUCTIBLE AMOUNT:

The following deductible amounts shall apply per occurrence for loss or damage under this policy in the respective loss categories indicated:

1. **\$100,000** Earth Movement (per occurrence for all coverages provided).

2. **\$250,000** Flood (per occurrence for all coverages provided).

3. **\$50,000** Wind and Hail (per occurrence for all coverages provided in this policy).

4. **Boiler and Machinery:**

A. **Property Damage: \$10,000**

B. **Business Interruption Waiting Period:**

In the event of loss or damage insured by this policy, no coverage is provided for business interruption unless and until the period of interruption exceeds 24 hours beginning from the time of loss. The company's liability commences only after, and does not include, the waiting period.

5. **Off Premises Service Interruption Qualifying Period:**

In the event of loss or damage covered by this policy, no coverage is provided unless the service interruption exceeds 24 hours beginning from the time of loss or damage covered by this policy. If the service interruption exceeds 24 hours, the loss will be calculated from the time of loss or damage covered by this policy, subject to the policy deductible.

6. **Electronic Data Processing Equipment, Data and Media Deductible:**

In the event of loss or damage to Electronic Data Processing (EDP) Equipment, Data and Media insured by this policy caused by the malicious introduction of a machine code or instruction, no coverage is provided unless the period of interruption exceeds 48 hours beginning from the time of insured loss. The company's liability commences only after, and does not include, the Waiting Period specified.

If the period of interruption exceeds 48 hours, the insured loss will be calculated based upon the amount of insured loss in excess of the Waiting Period and subject to a combined deductible for all coverages of \$50,000 per location.

Any period in which business operations or services would have not been maintained, or any period in which goods would have not been produced will not be included as part of or serve to reduce the effect of any Waiting Period.

7. **\$50,000** All Other Losses.



H. SPECIAL TERMS AND CONDITIONS:

1. Extended Terrorism Coverage Endorsement

Section F. Perils Excluded, Group I. Item 2. f. is amended to:

- f. Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in Section D, Extensions of Coverage, 17. Terrorism. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the insured), then this Policy covers only to the extent the Actual Cash Value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any coverage provided in any Business Interruption Endorsement, if any, which may be a part of this Policy, or any extension of such coverage, or to any other coverages provided by this Policy.

Any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage which may be covered elsewhere in this Policy.

If any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, also comes within the terms of the hostile or warlike action exclusion of this Policy in Section F, Group I, 2.a., the hostile or warlike action exclusion applies in place of this exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, this exclusion applies in place of the nuclear hazard exclusion of this Policy, Section F, Group I, 1.

2. Motor Vehicle Coverage

This policy is extended to cover:

- a. Motor vehicles;
- b. Trucks; and
- c. Trailers;

Licensed for highway use.

This policy does not cover loss or damage resulting from:

- 1) Collision; or
- 2) Overturn;

While such motor vehicles, trucks, and trailers are being operated under their own power; or being towed (whether or not in motion at the time of loss).

Section E., Property Excluded, Item 7., is amended to:

- 7. Motor vehicles owned by officers and employees of the Insured

3. Flood Exclusion

Coverage as provided by Section C., Additional Coverage, Item 2. Flood: is excluded at any location situated in:



1. Any flood zone or area designated by the Federal Emergency Management Agency (FEMA) as subject to a flood frequency up to and including the 100 year frequency, or
2. Any flood zone or area for which FEMA has not yet determined the flood hazard frequency or has not yet classified or designated as being in or out of a flood zone, or any area outside the United States.

The peril of flood is covered in an area protected by dams, levees, dikes, or walls which:

- a. Protect such areas from at least the level of the 100 year flood, and have no such openings or flood gates, and
- b. Were built by and are either maintained or inspected by the United States (U.S.) Army Corps of Engineers.

Affiliated FM will not undertake any duty to advise the insured on whether any locations are in an area excluded from coverage under the Flood Coverage. The Insured has the responsibility to determine whether its locations are in an excluded area.

4. Contingent Business Interruption Coverage Territory

Coverage provided in Section 5., Extensions of Coverage, Item D. Contingent Business Interruption Coverage, is limited to property anywhere in the world except in the following countries, provinces or jurisdictions;

Afghanistan, Algeria, Angola, Armenia, Azerbaijan, Botswana, Burundi, Chechnya, China (Kashmir area), Eritrea, Ethiopia, Cuba, Haiti, Iran, Iraq, India (Kashmir area), Lebanon, Liberia, Libya, Montenegro, Montserrat, Myanmar (Burma), Nigeria, North Korea, Pakistan, Rwanda, Serbia, Somalia, Sudan, Sri Lanka, Syria, Turkish provinces of Agri, Bingol, Bitlis, Diyarbakir, Elazig, Hakkari, Mardin, Mus, Siirt, Urfa, and Van, The Democratic Republic of the Congo (former Zaire) and Yemen.

Or any other country where trade relations are unlawful as determined by the Government of the United States of America or its agencies.

5. Certified Act of Terrorism Definition and Territory Terrorism

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of Terrorism contained in Section H. DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered Terrorism within the terms of this Policy. Coverage recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT is excluded from coverage under this Policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.



I. INDEX OF FORMS:

The following forms are made part of this policy:

<u>Title</u>	<u>Form No.</u>	<u>Edition</u>
Declarations	S-1 PRO 3100	(1/06)
All Risk Property Coverage	PRO AR 3100	(1/07)
Business Interruption Endorsement Gross Earnings/Rents/ Extra Expense	PRO GE-EE 3200	(1/06)
Texas Special Mandatory Endorsement	6810	(11/01)
Supplemental United States Certified Acts of Terrorism Endorsement	7312	(1/08)
Application of Policy to Date and Time Recognition	PRO DTR 2400	(11/00)

Total Annual Premium including the United States Certified Act of Terrorism coverage: \$335,499

If the option to purchase coverage for the United States Certified Act of Terrorism is elected, the Extension of Coverage Sub-Limit 17.A. will be amended to 17.A. \$<POLICY LIMIT>

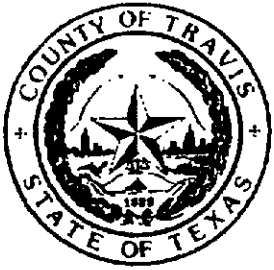
Total Annual Premium excluding the United States Certified Act of Terrorism coverage: \$335,499

Total Annual Premium for the United States Certified Act of Terrorism: Engineering Fees: \$9,700.

Applicable state taxes, surcharges and fees are not included in this quotation. Applicable state taxes, surcharges and fees will be added to the invoice.

Any variations between this quote letter and Affiliated FM forms versus your application are not provided.

This quote expires 1/1/09.



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

14

Approved by: _____

Cyd V. Grimes 11/12/08

Voting Session: Tuesday, November 18, 2008

REQUESTED ACTION: APPROVE ISSUANCE OF A PURCHASE ORDER TO CONTRACT NO. PS000307JJ, BUYOUT CONTRACT, JEFFREY S. WARD AND ASSOCIATES. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: TNR, Joseph P. Gieselman, Executive Manager;
Melinda Mallia, Environmental Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- TNR requests approval to issue a purchase order for the proposed amount of \$326,650.00 for the above contract. The \$326,650.00 is for services to coordinate the ninety-four mandatory buyouts, located in the 100 year floodplain in the Timber Creek Subdivision. The purchase of these properties will be used to leverage future match requirements for an anticipated US Corp of Engineer grant project.
- This particular contract requires that Commissioners Court approve all purchase orders exceeding \$25,000.00.
- **Contract Expenditures:** Within the last 12 months approximately \$16,400.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$60,000.00

Contract Type: (Professional Services Agreement)

Contract Period: Through Completion

➤ **Contract Modification Information:**

Modification Amount: N/A

Modification Type: N/A

Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 451743

Funding Account: 507-4945-809-8112

Comments: N/A

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ___ Not Verified X by Auditor.

Not Applicable

REQUESTED ACTION:

___ **Approved**

___ **Disapproved**

Samuel T. Biscoe

Travis County Judge

Date



Lee
10-24-08
YLB

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4697

PROCESSED
TPNRS DIVISION
OCT 23 PM 3:10
PURCHASE ORDER

October 21, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Purchase Order Approval Contract PS000307JJ
Timber Creek Open Space Buyout

TNR has reviewed the attached proposal from Jeffrey S. Ward and Associates for contract PS000307JJ and request that your office post an agenda item for approval to issue a purchase order in the proposed amount of \$326,650. This contract requires that the Commissioners Court approve any purchase orders exceeding \$25,000. The \$326,650 is for services to coordinate the mandatory buyout of 94 properties located in the 100-year floodplain and the Timber Creek Subdivision. The purchase of these properties will be used to leverage future match requirements for an anticipated US Corp of Engineer grant project. Funds for these services are encumbered on requisition 451743. The account number is 507-4945-809-8112 and the commodity/sub-commodity is 961/103

An electronic copy of this memo has been forwarded to Lee Perry. If you need additional information, please contact Donna Williams-Jones at extension 47677 or Melinda Mallia at extension 44460.

DLW:JPG:dlw

CC: Lee Perry, Purchasing
Melinda Mallia, TNR
Stacy Scheffel, TNR
Steve Manilla, TNR
Donna Williams-Jones, TNR

STATEMENT OF WORK
Jeffrey S. Ward & Associates
Professional Services for Disaster Mitigation
Contract # PS000307JJ, Mod # 11

Project: USACE Buyouts – Timber Creek Subdivision
Acquisition Services For Mandatory Buyout

A. Breakdown of Acquisition Tasks for Mandatory Projects

Oversight of the Survey Firm – as needed

The properties to be acquired are located in a platted subdivision with metes and bounds descriptions, therefore no surveys are required for this project.

Follow Uniform Relocation Assistance Act (URA) Guidelines

Properties acquired under a program using Federal Funds where the property will be taken even if negotiations fail require adherence to URA guidelines. This includes but is not limited to Timeframes, Notices, Appraisals, Negotiations, and Documentation Requirements. Contractor will ensure the project is implemented in accordance with URA and funding agency guidelines.

Declaration of Public Necessity

The Contractor will assist in the development of the Declaration of Public Necessity.

Review and Oversight of Title Company Activities

The Contractor will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract. The Contractor will review Title Search and Title Insurance Commitments to ensure that they meet the requirements of the contract. If problems are encountered, the Contractor will seek resolution from the Title Company.

Review of Appraisal(s) and Oversight of the Appraisal Firm and Review Appraisal Firm

In consultation with the County, the Contractor will interview, recommend, and hire the appraisal firm and will ensure that the Appraisal Company activities are performed in a timely manner and in accordance with the terms of the contract.

Each appraisal will be reviewed for compliance with the Uniform Standards for Professional Appraisal Practices (USPAP), granting agency and Uniform Relocation Assistance Act (URA) requirements. The appraiser's estimate of value should be well documented and supported by the best comparable sale data available. Errors, omissions and unsupported conclusions will be brought to the attention of the appraiser and the report will be revised as needed to meet the reviewer's requirements. An approved estimate of value will be prepared.

Should a property owner later challenge the Determination of Compensation and obtain their own appraisal, the Contractor will review owner's appraisal and a revised Offer to Sell will be prepared as appropriate. Additionally, the contractor will facilitate the review of the Appraisal by an independent Review appraisal firm. Both the primary and review appraisal firms will invoice the contractor and the contractor will, in turn, invoice the County for these appraisal services, without markup.

Note: the Actual cost of the appraisal is not included in contractor's fee.

Develop Data for Determining Compensation

Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The Contractor will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property.

Prepare Determination of Compensation and Offer to Sell Real Property

Utilizing the data developed or obtained in Task 3, the Contractor will prepare the following documents for the County's review: (1) Letter to each parcel owner explaining the acquisition process and their rights and options, to be signed by the Community official, (2) a Statement of Determination of Compensation for each parcel to be signed by the Community official, and; (3) an Offer to Sell Real Property agreement for each parcel.

Meet with Owners

Each parcel owner will be scheduled for a personal meeting at which time the letter from the County explaining the acquisition process and the owner's rights and options will be reviewed. The Statement of Determination of Compensation and Offer to Sell Real Property will also be explained to each parcel owner. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by the client. Following this meeting, the offer to sell will be presented to the owner, by the County.

Sample Deed

The Contractor will provide the Title Company a sample Deed for each parcel in a form that meets the requirements of the Funding Agency and the County. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate County. This Deed will recite the true consideration to be paid, will identify the interest in the land to be acquired and will include appropriate deed restrictions as appropriate.

Oversee and Coordinate Settlements

The title company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.

Prepare and Maintain Hard Copy Case Files

A hard copy case file for each parcel purchased will be prepared and submitted to the client. This file will contain at a minimum: the application package from the owner; a copy of the appraisal; a copy of the letter; a copy of the Determination of Compensation; a copy of the Offer to Sell and any revisions thereto; a copy of the final title insurance policy; and a copy of the recorded Deed. Notes regarding owner meetings and various discussions will be included in the case file as appropriate.

Hard Copy Case File Turnover

If negotiations fail, the Contractor will immediately inform the County and will turn the File over to the County Attorney for initiation of condemnation proceedings.

B. Relocation for Mandatory Projects

Determine Relocation Benefits

The Uniform Relocation Assistance and Property Acquisition Act (URA) mandates just compensation for property and appropriate relocation assistance when acquisition programs are supported by federal funds. URA also has requirements for assistance to tenants who must move due to an acquisition project. The contractor will manage the work of a relocation representative to ensure that URA is conducted in accordance with USACE requirements. A brief summary of both of these situations follows.

Property Owners. URA requires payment of relocation assistance for owners of owner-occupied homes whose homes are taken as part of a mandatory buyout program. The actual amount of assistance will vary, but will not exceed the amount prescribed by law (\$22,500).

Displaced Tenants. Certain displaced tenants in rental property are entitled to relocation assistance. The actual amount of assistance will vary, but will not exceed the amount prescribed by law (\$5,250).

Subcontractors

The contractor will obtain advance approval of any subcontractors utilized, if required by the USACE.

Cost

For projects that involve acquisition of unimproved parcels, or partial takings where there are no affected improvements, only the Buyout Rep Fee will apply.

USACE Buyout – Ward Contract Costs			
	Per Parcel	# Parcels	Total
Appraisals	\$ 475.00	94	\$ 44,650.00
Buyout Rep	\$ 1,500.00	94	\$ 141,000.00
Relocation Rep	\$ 1,500.00	94	\$ 141,000.00
Total			\$ 326,650.00

**TRAVIS COUNTY
Purchase Requisition**

Number : 0000451743
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : ONION CREEK FP - ENC PENDING AWARD ATTN: L PERRY
 By : DONNA WILLIAMS 854-7677
 Date : 9/24/08
 Vendor : 123277 JEFFREY S. WARD & ASSOCIATES
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 9/24/08
 Buyer :
 Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description	
1	44650.00		DOL MANDATORY PROJECT	APPRAISAL SERVICES
2	94.00		DOL MANDATORY BUYOUT REP FEE	20/MORE PARCEL PROJECTS
3	94.00		DOL MANDATORY PROJECT BUYOUT	RELOC REP FEE 20/MORE

Total: 326650.00

COMMENTS EXIST

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

**TRAVIS COUNTY
Purchase Requisition**

11/05/08
14:28:30

Number : 0000451743
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : ONION CREEK FP - ENC PENDING AWARD ATTN: L PERRY
 By : DONNA WILLIAMS 854-7677
 Date : 9/24/08
 Vendor : 123277 JEFFREY S. WARD & ASSOCIATES
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 9/24/08
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
3			***** FOR COORDINATING THE PURCHASE OF 94 PROPERTIES

Total: 326650.00 +
F9=Print

COMMENTS EXIST

F3=Exit F7=Alternate view
F10=Approval info F12=Cancel F20=Comments

TRAVIS COUNTY

Fiscal Year 2009

Account Balance Inquiry

Account number . . . : 507-4945-809.81-12
 Fund : 507 L/T PERM IMPRV BONDS 2007
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 45 PARK SERVICES
 Activity basic : 80 CAPITAL PROJECTS
 Sub activity : 9 COMM&ECON DEV (PKS & REC)
 Element : 81 CAPITAL OUTLAY
 Object : 12 LAND

Original budget :	0	
Revised budget :	500,000	10/01/2008
Actual expenditures - current . :	.00	
Actual expenditures - ytd . . . :	.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	326,650.00	
Total expenditures & encumbrances:	326,650.00	65.3%
Unencumbered balance :	173,350.00	34.7

F5=Encumbrances **F7=Project data** **F8=Misc inquiry**
F10=Detail trans **F11=Acct activity list** **F12=Cancel** **F24=More keys**



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

15

Approved by: _____

Cyd V. Grimes 11/12/08

Voting Session: Tuesday, November 18, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2, AN ASSIGNMENT OF CONTRACT, TO CONTRACT NO. PS060067LP, TITLE SERVICES, STEWART TITLE AUSTIN, INC. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: (TNR) Joseph P. Gieselman, Executive Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- TNR requests the approval of Modification number two (2), an Assignment of Contract for the above contract. The modification changes the contractors name from, STEWART TITLE AUSTIN, INC. to GRACY TITLE, a STEWART COMPANY. There is no change in dollar amount with this modification.

Due to the name change, approval of the Assignment of Contract (page 2 of 5 of Modification) is required, as the contract will be assigned to GRACY TITLE, a STEWART COMPANY.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: As needed basis

Contract Type: (Professional Services Agreement)

Contract Period: Through completion

➤ **Contract Modification Information:**

Modification Amount: Total Increase of N/A
Modification Type: Professional Services Agreement
Modification Period: Through Completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: N/A
- Funding Account: N/A
- Comments: Vendor No. 6088

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.
- Not Applicable

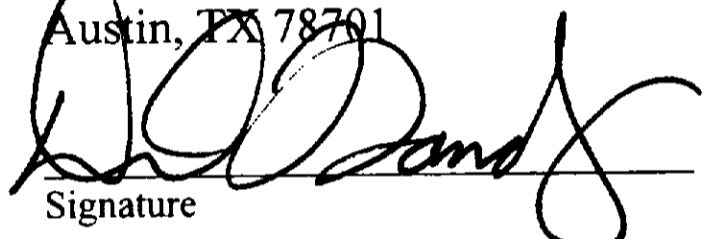
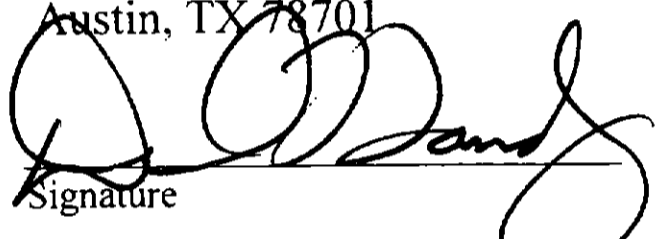
MODIFICATION OF CONTRACT NUMBER: PS060067LP		Title Services	PAGE 1 OF 5 PAGES
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST, RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: J. Lee Perry TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 26, 2008	
ISSUED TO: Gracy Title, a Stewart Company Attn: David Tandy, CEO 100 Congress, Ste.100 Austin, Texas 78701	MODIFICATION NO.: <p style="text-align: center;">2</p>	EXECUTED DATE OF ORIGINAL CONTRACT: December 5, 2006	
ORIGINAL CONTRACT TERM DATES <u>October 1, 2005 – September 30, 2008</u>		CURRENT CONTRACT TERM DATES <u>October 1, 2005 – September 30, 2009</u>	

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: Pool Contract (as needed) Current Modified Amount Pool Contract (as needed)

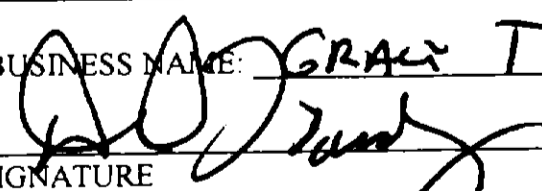
DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:

A. Effective July 1, 2008, Stewart Title Austin Inc. and Gracy Title Company, merged, and became Gracy Title, a Stewart Company. Therefore the contractors name on Contract No. PS060067LP is changed as follows:

From: Stewart Title Austin, Inc. 100 Congress, Ste. 100 Austin, TX 78701  Signature <u>DAVID L. TANDY</u> Printed Name	To: Gracy Title, a Stewart Company 100 Congress, Ste. 100 Austin, TX 78701  Signature <u>DAVID L. TANDY</u> Printed Name
---	--

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

Note to Vendor:
 [XXX] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 [] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Gracy Title, a Stewart Company</u> BY:  SIGNATURE BY: <u>DAVID L. TANDY</u> PRINT NAME TITLE: <u>CEO</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER DATE:
---	--

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>11/12/08</u>
---	--------------------------

TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:
--	-------

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are STEWART TITLE AUSTIN, INC. a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and GRACY TITLE, a Stewart Company. a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

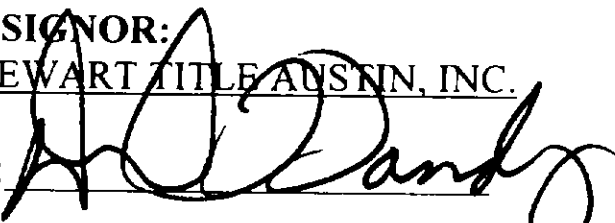
- A. Travis County and STEWART TITLE AUSTIN, INC. entered into a written Contract for the provision of TITLE SERVICES (Contract No. PS060067LP), on October 1, 2005, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns to the Assignee all rights, title and interest in Contract No. PS060067LP, attached to this Assignment, as of July 1, 2008.
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract, No PS060067LP, and modifications 1 through 2 thereto. Said modifications are hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

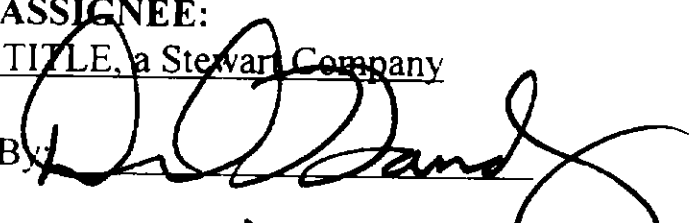
ASSIGNOR:
STEWART TITLE AUSTIN, INC.

By: 
Printed Name: DAVID L. TANDY
Title & Date: Chairman 11/4/08

Attest: _____

Date: _____

ASSIGNEE:
GRACY TITLE, a Stewart Company

By: 
Printed Name: DAVID L. TANDY
Title & Date: CEO 11/4/08

Attest: _____

Date: _____

Travis County consents to this assignment of the Contract from STEWART TITLE AUSTIN, INC. to GRACY TITLE, a Stewart company.

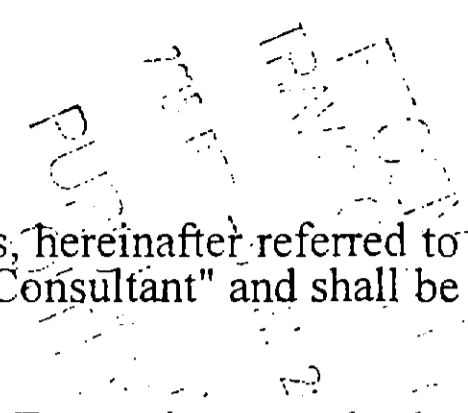
TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

CONTRACT NO. PS060067LP

STATE OF TEXAS §
COUNTY OF TRAVIS §



This Agreement is made and entered into this day by and between Travis County, Texas, hereinafter referred to as the "County" and STEWART TITLE AUSTIN, INC., hereinafter referred to as the "Consultant" and shall be binding upon their respective executors, administrators, heirs, successors or assigns;

WHEREAS, the County desires the performance of professional TITLE services, and the CONSULTANT having duly qualified and licensed employees, has the professional abilities and expertise to provide such services, and

WHEREAS, the CONSULTANT has been engaged in and now does comparable work and represents that he/she is fully equipped, competent and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of Request For Qualifications (RFQ) NO. Q050122-LP, hereto attached and made part of this contract, and

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.0244(a)(4) of the Texas Local Government Code, as this is a Contract for professional services. The CONSULTANT is an independent contractor; neither CONSULTANT nor his employees claim to be employees of the COUNTY nor do they claim any benefits from the COUNTY other than contract payments for services rendered,

NOW THEREFORE, in consideration of the County's promise to pay the amount specified in RFQ NO. Q050122-LP as shown in the Contractor's Proposal hereto attached and made part of this Contract, the CONSULTANT agrees to do at his own proper cost and expense all the work necessary for the professional TITLE services of in Travis County, Texas, in accordance with the provisions of the aforementioned RFQ, as awarded by the Commissioners Court, to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the RFQ, and the Contractor's Proposal, represent the entire and integrated contract between the County and the Consultant and supersede all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Consultant.

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project shall be adequate for the purposes intended.

This Contract shall become effective upon October 1, 2005 and shall remain in full force and effect for a period of three (3) years (September 30, 2008), thereupon it shall thereafter renew for two (2) successive one year terms via bilateral modification to the Contract unless terminated as provided for herein.

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

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

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

EXECUTED THIS 5th DAY OF December, YEAR 2005.

TRAVIS COUNTY, TEXAS

BY: Samuel T. Bowie
TRAVIS COUNTY JUDGE
CC 12.20.05

CONSULTANT

BY: Nicki Tyler
CEO.

APPROVED AS TO FORM:
[Signature]

TRAVIS COUNTY ATTORNEY

APPROVED:
Cyd Y. Grimes 12/14/05

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE
[Stamp]
COUNTY AUDITOR, TRAVIS COUNTY



Effective July 1, 2008, Stewart Title Austin Inc. and Gracy Title Company merged and became a new company called **Gracy Title, a stewart company**. Our goal is to become one strong company with the same employees, thereby ensuring the continuity of providing title and closing services to our customers.

Our merger has been legally filed with the Secretary of State and approved by the Texas Department of Insurance.

Should you have any questions or comments, please feel free to contact the following:

Gaye Pierce
Sr. Vice President and
Chief Operations Officer
Gracy Title, a stewart company
1313 RR 620 South, Suite 101
Austin, Tx 78734

Tele: 512-263-5651 Ext. 1396
gaye.pierce@gracytitle.com



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

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Approved by: _____

Cyd V. Grimes 11/12/08

Voting Session: Tuesday, November 18, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2, AN ASSIGNMENT OF CONTRACT, TO CONTRACT NO. PS060068LP, TITLE SERVICES, LANDAMERICA COMMONWEALTH TITLE COMPANY. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: (TNR) Joseph P. Gieselman, Executive Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- TNR requests the approval of Modification number two (2), an Assignment of Contract for the above contract. The modification changes the contractors name from, LANDAMERICA COMMONWEALTH TITLE COMPANY to LANDAMERICA AUSTIN TITLE COMPANY. There is no change in dollar amount with this modification.

Due to the name change, approval of the Assignment of Contract (page 2 of 4 of Modification) is required, as the contract will be assigned to LANDAMERICA AUSTIN TITLE COMPANY.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: As needed basis

Contract Type: (Professional Services Agreement)

Contract Period: Through completion

➤ **Contract Modification Information:**

Modification Amount: Total Increase of N/A

Modification Type: Professional Services Agreement

Modification Period: Through Completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.: N/A

Funding Account: N/A

Comments: Vendor No. 62575

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.

Not Applicable

ISSUED BY: PURCHASING OFFICE 314 W 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: J. Lee Perry TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 30, 2008
---	--	--

ISSUED TO: LandAmerica Austin Title Company Attn: Laura Brookshire 1717 West 6 th #100 Austin, Texas 78703	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: December 5, 2006
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ORIGINAL CONTRACT TERM DATES: October 1, 2005 – September 30, 2008 CURRENT CONTRACT TERM DATES October 1, 2008 – September 30, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: Pool Contract (as needed) Current Modified Amount Pool Contract (as needed)

DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:

A. In accordance with Attachment II, Effective September 30, 2008, LandAmerica Commonwealth Title Company, has ceased it's Title and Closing operations and LandAmerica Austin Title Company, has taken over all active Title and Closing contracts, and as such both parties agree to the terms of the attached Assignment of Contract. The contractors name on Contract No. PS060068LP is changed as follows:

From: LandAmerica Commonwealth Title Company To: LandAmerica Austin Title Company
 1717 West 6th #100 1717 West 6th #100
 Austin, TX 78703 Austin, TX 78703

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

NOTE TO SENDER:
 Complete and execute (with your position or the signature block) for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>LandAmerica Austin Title Company</u>	<input type="checkbox"/> DBA
BY: <u><i>Laura Brookshire</i></u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Laura Brookshire</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>VP / Escrow Officer</u> ITS DULY AUTHORIZED AGENT	DATE: <u>11-06-08</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u><i>Cyd V. Grimes</i></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>11/12/08</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are LandAmerica Commonwealth Title Company a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and LandAmerica Austin Title Company a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and LandAmerica Commonwealth Title Company entered into a written Contract for the provision of TITLE SERVICES (Contract No. PS060068LP), on October 1, 2005, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns to the Assignee all rights, title and interest in Contract No. PS060068LP, attached to this Assignment, as of September 30, 2008.
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract, No PS060068LP, and modifications 1 through 2 thereto. Said modifications are hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

ASSIGNOR:

LandAmerica Commonwealth Title Company

By: Laura Brookshire

Printed Name: Laura Brookshire

Title & Date: VP/Escrow Officer 11-06-08

Attest: Laura Muller

Date: 11/6/08

ASSIGNEE:

LandAmerica Austin Title Company

By: Laura Brookshire

Printed Name: Laura Brookshire

Title & Date: VP/Escrow Officer 11-06-08

Attest: Laura Muller

Date: 11/6/08

Travis County consents to this assignment of the Contract from LandAmerica Commonwealth Title Company to LandAmerica Austin Title Company.

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____



LandAmerica Financial Group, Inc.
7557 Rambler Road, Suite 200
LB 31
Dallas, TX 75231
phone: 214 346-7130 fax: 214 346-7249

MEMORANDUM OF COMPANY CESSATION AND REPLACEMENT

Please accept this memorandum as confirmation that LandAmerica Commonwealth Title of Austin, Inc. "Commonwealth" has ceased its Title and Closing operations effective September 30, 2008. LandAmerica Austin Title Company has taken over active contracts for "Commonwealth".

Please replace "Commonwealth" with LandAmerica Austin Title Company on your Vendor Registration. LandAmerica Austin Title's Tax ID # is 75-2345570

Sylvia Freyling

VP - Regional Controller
LandAmerica Financial Group, Inc.

VP, Controller, Secretary
LandAmerica Austin Title Company

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name LandAmerica Austin Title Co.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 1717 West 6th St. Suite 100	Requester's name and address (optional)
City, state, and ZIP code Austin TX 78703	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								

or

Employer identification number									
1	5	2	3	4	5	5	7	0	

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ Linda Zoomsky	Date ▶ 11-3-08
-----------	---	-----------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

17

Approved by: _____

Cyd V. Grimes 11/12/08

Voting Session: Tuesday, November 18, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT 07AE0163RV FOR ARCHITECTURE AND ENGINEERING SERVICES FOR SMOKE DETECTION & CONTROL LOGIC TO SMOKE EVACUATION SYSTEM AT THE TRAVIS COUNTY JAIL, TO PROFESSIONAL SYSTEMS ENGINEERING, LLC. (SHERIFF'S OFFICE)

Points of Contact:

Purchasing: Diana Gonzalez

Department: Sheriff's Office, Greg Hamilton, Sheriff; Mark Stefanov, P.E.

County Attorney (when applicable): John Hille, Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

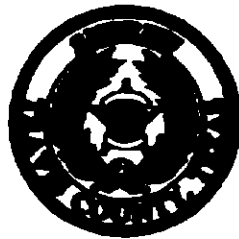
The contract requires Architecture and Engineering Services for Smoke Detection and Control Logic to Smoke Evacuation System for the Travis County Jail.

The proposed Modification No. 1 requires the Consultant to perform Construction Administration and Project Close-Out services to ensure installation of system meets design requirements. The services in the proposed modification were not included in the original contract Scope of Work because the funding was not available at the time.

The proposed modification will increase the contract by \$18,436.00 from \$31,983.00 to \$50,419.00.

- **Contract Expenditures:** Within the last 12 months \$31,983.00 has been spent against this contract.

Not applicable



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARRIN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

MEMORANDUM TCSO Engineering Project Number: 176665

TO: Richard Villareal

VIA: Cyd Grimes, C.P.M., Purchasing Agent

FROM: Mark Stefanov 

DATE: Monday, October 27, 2008

SUBJECT: Engineering Construction Administration (CA) Services for Smoke Detection & Control Logic to Smoke Evacuation System at TCJ, 176665

This memo is a request and recommendation to modify the Professional Services Agreement (PSA) for the above capital construction project with Professional Systems Engineering, LLC, 07AE0163RV-Exhibit 11, Scope of Services. Section 4.0-Construction and Contract Administration covers the work but was not included in the testing and design services phase as the funding was not available.

The scope increase has been supplied to Purchasing. The modification of this PSA impacts the current construction contract's NTP. The construction project is required to meet the Texas Commission for Jail Standards. For expediency reasons, the Travis County Sheriff's Office Engineer will ask the Consultant to provide the CA duties. Handling the CA in this manner will assist in keeping the project on schedule. This consultant did the initial testing and design for the construction and is the logical selection to perform the CA.

Travis County Sheriff's Office Fiscal will load the requisition into HTE for the project. Funds currently exist for this project and work. The amount is \$18,636, which adds more than 25% to the current PSA. Questions may be directed to Mark Stefanov at 854-5321.

COPY TO: TCSO Fiscal Office,
Diana Gonzalez,
Engineer's File



Safety, Integrity, Tradition of Service

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	:	2009
Account number	:	1-3735-824.81-02
Fund	:	001 GENERAL FUND
Department	:	37 SHERIFF
Division	:	35 CORRECTIONS BUREAU
Basic activity	:	82 CAPITAL AQUISITION FUNDS
Sub activity	:	4 CORRECTIONS & REHAB
Element	:	81 CAPITAL OUTLAY
Object	:	02 PURCHSD SERV-BLDG IMPROVM
Budget	:	1,435,329
Encumbered amount	:	10,499.54
Pre-encumbered amount	:	469,677.45
Expenditures	:	6,087.54-
Total expenditures	:	474,089.45
Balance	:	961,239.55

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000454301

REQUISITION BY: MARIA WEDHORN 854-4474

STATUS: READY FOR BUYER PROCESS
REASON: CAPITAL-ATTN DIANA GONZALES

DATE: 10/22/08

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 68293 PROFESSIONAL SYSTEMS ENGINEERI

DELIVER BY DATE: 11/15/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION MANAGEMENT SERVICES FOR TCJ SMOKE DETECTION SYSTEM CELL ADDITION COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVS	18436.00	DOL	1.0000	18436.00	
2	REIMBURSABLES COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVS	200.00	DOL	1.0000	200.00	

REQUISITION TOTAL: 18636.00

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00137358248102	DDDV08 MAINTENANCE (TCJ)	18436.00
2	00137358248102	DDDV08 MAINTENANCE (TCJ)	200.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

18636.00

MODIFICATION OF CONTRACT NUMBER: 07AE0163RV- ARCHITECTURAL AND ENGINEERING SERVICES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Diana Gonzalez TEL NO: (512) 854-5860 FAX NO: (512) 854-9185	DATE PREPARED: <p style="text-align: center;">October 31, 2008</p>
ISSUED TO: Professional Systems Engineering, LLC Attn: Gerald I. Forstater Pennbrook Business Center 1010 Church Road Lansdale, PA 19446	MODIFICATION NO.: <p style="text-align: center;">ONE</p>	EXECUTED DATE OF ORIGINAL CONTRACT: <p style="text-align: center;">July 31, 2007</p>

ORIGINAL CONTRACT TERM DATES: NA CURRENT CONTRACT TERM DATES: NA

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 31,783.00 Current Modified Amount \$ 50,419.00

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

- A. The Total Agreement Amount is changed from a NTE amount of \$31,983.00 to a NTE amount of \$50,419.00 increase of \$18,436.00.
- B. Reference Exhibit 1, Section 1, Paragraph 1.1.1. the following items are hereby added:
 - (iv) Construction Administration Phase \$17,564.00
 - (v) Close-out Phase \$872.00
- C. Reference Exhibit 1, Section 5, Paragraph 5.1 change to read: The Total Professional Services Agreement Sum, consisting of the Basic Services of \$50,219.00 plus the Not-to Exceed Reimbursable Expenses of \$200, shall not exceed \$50,419.00
- D. This Modification No. One is issued in the amount of \$18,436.00, and requires the Consultant to perform Construction Administration and Project Close-Out Services in accordance with attached scope (Professional Systems Engineering letter dated September 30, 2008), as authorized by Exhibit 11-Scope of Services, Section 4-Contract Administration, paragraph 4.1.

Note to Vendor:

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Professional Systems Engineering, LLC</u> BY: <u>[Signature]</u> SIGNATURE BY: <u>G.I. FORSTATER, PE</u> PRINT NAME TITLE: <u>PRINCIPAL</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER LLC DATE: <p style="text-align: center;">11/4/08</p>
TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <p style="text-align: center;">11/12/08</p>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:



PROFESSIONAL SYSTEMS ENGINEERING, LLC

September 30, 2008

Mr. Mark Stefanov, PE
Travis County Sheriff's Department
3614 Bill Price Rd.
Del Valle, TX 78617

Re: Travis County Jail
Smoke Detection & Control Logic to Control Smoke Evacuation System
Proposal for Construction Administration and Project Close-Out Engineering Services

Dear Mark:

Professional Engineering Systems offers this proposal for Construction Administration and Project Close-Out Engineering Services for the Smoke Detection & Control Logic to Control Smoke Evacuation System Project. We appreciate your confidence in our ability to provide top quality engineering services at an affordable cost to Travis County.

PSE proposes to provide services for the Construction Administration Phase as follows:

- PSE will work with Simplex Grinnell to clarify any issues related to the revised Bid Documents of September 8th, 2008.
- PSE will perform a review of submitted Simplex Grinnell Shop Drawings to assure the requirements of the Bid Documents are addressed.
- PSE will address any Requests for Information (RFI) from contractor during construction.
- During the device mounting period, PSE will conduct a site visit to confirm installation of devices meets Bid Documentation requirements.
- During the system integration period, PSE will conduct a site visit to witness system testing requirements.
- Upon completion of systems integration, PSE will conduct a site visit to verify test results agree with the full system testing. PSE shall verify if test results are in accordance with Simplex Grinnell test plan expected results and PSE design Requirements.
- After each on-site visit, PSE shall issue a Trip Report.

K:\Proposals\Corrections\08-Travis Cty Smoke Evac CA & Closeout-Travis County CA- Close_Out Services Proposal - 09-30-08.doc

HQ/PHILADELPHIA AREA
PENNBROOK BUSINESS CENTER
1010 CHURCH ROAD
LANSDALE PA 19446
PHONE 215.661.1600
www.profsyseng.com

MARYLAND/DC AREA
12850 MIDDLEBROOK ROAD
THIRD FLOOR, SUITE 302
GERMANTOWN MD 20874
PHONE 301 515 0100

Professional Systems Engineering, LLC

Per our conversation, PSE expects Simplex Grinnell to submit shop drawing in early January of 2009. Once we receive the shop drawings, PSE anticipates Construction Administration period to span 90 days. This coincides with your need to complete the project in April 2009. PSE shall coordinate on-site visits with the Simplex Grinnell Project Management Schedule.

Upon completion of the Construction Administration Phase, PSE proposes to provide Close-Out Services as follows:

- PSE shall provide one (1) bound Testing Observation report.

PSE shall provide deliverables within two (2) weeks after completion of Construction Administration Phase.

<u>Phases</u>	<u>Professional Services</u>
Construction Administration Phase	\$ 17564
Close-Out Phase	\$ 872
TOTAL	\$ 18,436

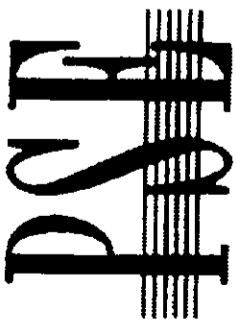
Please refer to the attached Consultant/Task/Labor Fee Sheet for detailed cost breakdown.

Very Truly Yours,
Professional Systems Engineering, LLC

Richard A. Suhar, PE
Project Manager

RAS/kc

Encl: Consultant/Task/Labor Fee Sheet



**CONSULTANT TASK/LABOR/FEE SHEET
 SMOKE DETECTION & CONTROL LOGIC TO CONTROL SMOKE EVACUATION SYSTEM
 TRAVIS COUNTY SHERIFF'S DEPARTMENT
 September 30, 2008**

CONSTRUCTION ADMIN (CA) - 4 VISITS

PERSONNEL EFFORT IN HOURS

Phase Tasks	PERSONNEL EFFORT IN HOURS						TOTALS
	Senior Engineer @ \$190/hr	Project Manager @ \$160/hr	Design @ \$135/hr	CAD @ \$105/hr	Technical @ \$72/hr	Misc. Services @ \$100/hr.	
Requests for Information	1	4	4		1		10
Shop Drawings	2	10	2		2	1	17
Review After Device Mounting (1 Day Visit)*		14			1	6	21
Preliminary Test Visit (1 Day Visit)		14			1	6	21
Final Closeout (1 Day Visit)	1	14			1	6	22
Final Testing (2 Day Allowance)	1	24			1	6	32
TOTAL HOURS for CONSTRUCTION ADMIN	5	80	6	0	7	25	123
TOTALS for CA PHASE	\$ 950	\$12,800	\$ 810	\$ 0	\$ 504	\$2,500	\$17,564

* Program Manager One 'day' consists of departing flight day before and return flight at 6:00PM day of site visit while hours reflect 4 hours prep time, 6 hours meeting/review, and 4 hours of minutes preparation/follow-up.



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

18

Approved by: _____

Cyd V. Grimes 11/12/08

Voting Session: Tuesday, November 18, 2008

REQUESTED ACTION: APPROVE PRE-QUALIFIED LIST OF PROFESSIONAL ARCHITECTURAL AND ENGINEERING FIRMS AND ASSOCIATED PROCEDURES FOR UTILIZATION ON SMALL PROJECTS IN TRAVIS COUNTY, RFQ NUMBER Q080290-LP. (TNR)

Points of Contact:

Purchasing: Lee Perry

Department: (TNR), Joe Gieselman, Executive Manager;
Steve Manilla, Public Works Director

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other: (FM) Roger El Khoury, M.S., P.E., Director, Alicia Perez, Executive Manager, Administrative Operations; (TCSO) Mark Stefanov, P.E.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- On May 27, 2008 TNR Public Works made a request to the Commissioners Court for approval of the development of an RFQ to establish a list of pre-qualified professional Architectural and Engineering firms to supplement TNR staff in the completion of small projects as the need arises. This request was subsequently approved by the Commissioners Court.
- The RFQ was issued on September 2, 2008, and closed on September 24, 2008, with thirty-three (33) responses (qualification statements) being received. TNR staff reviewed all qualification statements against the requirements of the RFQ, and all were found to be suitable for inclusion on the pre-qualified list, attached hereto as Attachment A.
- The list will be maintained by Purchasing, and provided to the departments as the need arises. The proposed procedures for utilization of the A/E firms on the pre-qualified list are also attached (Attachment B) for the Court's review and approval.
- The Purchasing Office and TNR recommends, approval of the pre-qualified list of A/E firms, along with the procedures for usage.



Contract Expenditures: Within the last 12 months \$0.00 has been spent against this contract. Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: Architect/Engineer

Contract Period: N/A

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: 180

Responses Received: 33

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: RFQ

REQUESTED ACTION:

Attachment A: Pre-qualified List of Architectural and Engineering firms

_____ **Approved** _____ **Disapproved**

Attachment B: Utilization procedures

_____ **Approved** _____ **Disapproved**

Samuel T. Biscoe
Travis County Judge

Date

**ATTACHMENT A
PREQUALIFIED LIST OF A/E FIRMS**

Firm Name	
1	BWM Group
2	ERO Internation, LLP
3	Bury & Partners
4	HSA & Assoc, Inc.
5	HCE
6	Land Design Partners
7	Rhed Oaks Eng, Inc
8	RJ Rivera Assoc, Inc
9	MWM Design Group
10	LNV
11	1113 Architechs, Inc
12	Raymond Chan & Assoc
13	Espey Consultants, Inc
14	OTHON
15	Vickrey & Assoc
16	SEC Planning, LLC
17	Crespo Consulting Svcs, Inc
18	C Faulkner Engineering
19	K Friese & Assoc, Inc
20	Arizpe Group, Inc
21	ENCOTECH
22	Binkley & Barfield, Inc
23	LAN
24	MSA of San Antonio, Inc
25	Loomis
26	Rothenberg-Voelter Arch
27	Designworkshop
28	Rogers Design Services
29	Boyer & Assoc
30	BWR
31	Michael Baker Jr, Inc
32	Naismith Engineering, Inc
33	Doucet & Assoc

ATTACHMENT B

UTILIZATION PROCEDURES: PRE-QUALIFIED A/E SERVICES

October 22, 2008

TNR Public Works requested the Purchasing Office to solicit Qualifications Statements from professional architecture and engineering ("A/E") firms to establish a pre-qualified list of firms that, on the basis of demonstrated competence and qualifications, are the most highly qualified firms to provide A/E services to complete small roadway, drainage, and park projects as the need arises. An RFQ for these services (RFQ #Q080290-LP) was issued on September 2, 2008, resulting in thirty-three responses. Upon evaluation of these Qualifications Statements, it was determined that all respondents met the minimum qualifications of the RFQ, and as such would be included on the pre-qualified list. The following defines the purpose of and sets forth the procedures for the selection and use of the firms on the pre-qualified list.

PURPOSE

Develop a pre-qualified list of A/E firms that will be utilized to assist Travis County to:

- Procure A/E Services for small projects (\$100K or less in A/E fees).
- Respond to health and safety issues that require immediate attention.
- Expedite unanticipated work requests for engineering and architecture services as they arise.
- Reduce the cost and time required to solicit services and award contracts for multiple small projects.

TYPES OF SMALL PROJECTS REQUIRING A/E SERVICES

The types of work that can be performed under contracts developed through the pre-qualified list can include, but are not limited to, small projects for: condition assessments; the development of plans-specifications-estimates; landscape architecture; engineering studies and reports; park planning; obtaining regulatory permits; utility coordination; and construction contract management and administration for projects to construct, improve, and/or repair sidewalks, trails, roadways, bridges/culverts, intersections, utility infrastructure, and park amenities.

SERVICES NOT INCLUDED

Land surveying, geotechnical engineering, and property acquisition services will be provided by others when needed.

PROCUREMENT PROCESS

To begin the procurement of a contract with a firm from the pre-qualified list, the requesting department (i.e. TNR, FM, or TCSO) will send Purchasing a request memo that includes:

- Project Scope
- Budget for A/E Services

FIRM SELECTION

The selection of a firm or firms for individual County projects will be made in the following manner to ensure equal utilization of all firms on the prequalified list which have demonstrated competence and qualifications in the discipline(s) necessary to perform the services for the specific County project(s):

ATTACHMENT B

UTILIZATION PROCEDURES: PRE-QUALIFIED A/E SERVICES

October 22, 2008

- Firms whose primary discipline (i.e. Engineering, Architecture, and Landscape Architecture) is the predominant discipline (as determined by the requesting department in conjunction with the Purchasing Department) required to complete the specific project effectively and efficiently will be placed on a list for the specific project.
- Firms that have previously received or currently have a contract as a result of this “pre-qualified list RFQ selection process” will be moved to the bottom of said list until all other firms within the same discipline are utilized. An exception would be made if it is not in the best interest of Travis County to select from the list of remaining firms.
- Firms that have a current prime contract with Travis County as a result of our standard RFQ, RFS, or Exemption process will be placed on the “Current Travis County Contract” list. These firms will not be utilized until all other firms from the pre-qualified list have been utilized. An exception would be made if it is not in the best interest of Travis County to select from the list of remaining firms.

The requesting department will review all of the Statements of Qualifications (“SOQ’s”) of those firms in the required discipline which do not have a current contract with Travis County and have not already received a contract through the pre-qualified list RFQ selection process. A minimum of two firms will be selected.

- To determine the highest qualified firm the requesting department may request Purchasing to set up interviews to determine which firm can most effectively and efficiently provide the technical expertise and services required within the Department’s desired completion schedule.

Once the highest qualified firm has been selected by the requesting department, Purchasing will:

- Request a cost proposal, then coordinate and schedule negotiations with the highest qualified firm, while at the same time begin drafting a Professional Services Agreement (“PSA”) with the assistance of the County Attorney’s Office.
- Attempt to negotiate with the highest qualified firm a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified firm, Purchasing will formally end negotiations, select the next most highly qualified firm, and attempt to negotiate a contract at a fair and reasonable price.
- When negotiations and the PSA are complete, Purchasing will request Commissioners Court approval of the contract if it exceeds \$25,000.00. Contracts under \$25,000.00 will be approved by the Purchasing Agent.

PERFORMANCE AND FUTURE CONTRACTS

Unsatisfactory performance shall be grounds for removal from the pre-qualified list.

20

Travis County Commissioners Court Agenda Request

Voting Session 11/18
~~10/28/08~~

Work Session _____

08 OCT 2008
RECEIVED
COUNTY JUDGE'S OFFICE

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text: **Consider and take appropriate action on a request for variance to Travis County's solid waste siting ordinance, Chapter 64 Subchapter G, for a proposed 10-foot vertical expansion and water quality improvements to the IESI Landfill site at 9600 FM 812.**

C. Approved by: _____
Margaret Gomez, Commissioner Precinct 4

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Stacey Scheffel, TNR 854-9383
Chris Gilmore, Cty Attny 854-9415
Jon White, TNR 854-9383

JB
Anna Bowlin, TNR 854-9383
Keith Moody, Espey 326-5659

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

Human Resources Department (854-9165)

- ___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

MEMORANDUM

Date: October 3, 2008

TO: Members of Commissioner's Court

THROUGH: Joseph P. Gieselman, Executive Manager, TNR

FROM:  Anna Bowlin, Division Director, Development Services, TNR 

SUBJECT: Consider and take appropriate action on a request for variance to Travis County's solid waste siting ordinance, Chapter 64 Subchapter G, for a proposed 10-foot vertical expansion and water quality improvements to the IESI Landfill site at 9600 FM 812.

Summary & Staff Recommendation:

On February 8, 2008, IESI submitted an application for a Travis County Basic Development Permit (application number 08-0383) for a small vertical expansion and water quality improvements to their existing landfill at 9600 FM 812. The one-time, ten-foot height increase is allowed by the State under IESIs existing operational permit. The 10-foot increase is an inducement to make drainage improvements. The intent is to improve drainage characteristics that will have a positive impact on water quality and the limited height increase is incidental to those improvements or negligible in the overall development of the site. However, the one time 10-foot height increase will require a variance from the County's solid waste siting ordinance, Chapter 64 subchapter G. A portion of the of the 10-foot increase will be within the 500-foot set back from the Federal Emergency Management Agency's 100-year floodplain. The site has existing permitted landfill within this set back. Staff believes that the net gain from the water quality improvements will far out weight any risk from small amount of additional landfill that is proposed to be place in the set back. Staff recommends granting the variance and issuing the permit with the following condition:

" Issuance of this permit is based solely on permittee's compliance with the limited provisions of Chapter 82 and Chapter 64, Travis County Code. It does not directly or indirectly constitute Travis County's acquiescence with the permittee's land use nor a finding or determination (1) that the permittee's land use is compatible with surrounding land uses, (2) that the site is otherwise suitable for the permittee's land use, or (3) that the permittee has adequately mitigated or can adequately mitigate all impacts that its land use may have on adjacent properties or the community."

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts.

Attachments: IESI site location map
IESI variance request letter

CC: Jon White, TNR
Anna Bowlin, TNR
Stacey Scheffel, TNR
Chris Gilmore, County Attorney's Office
Keith Moody, Espey Consultants, Inc

JPG/ab/ss
08-0383

LAW OFFICE OF
JOHN J. VAY

512.329.2010 tel
512.329.2011 fax

john@vay.net
www.vay.net

October 10, 2008

Via Hand-Delivery

Mr. Joe Gieselman, Executive Manager
Travis County Transportation & Natural Resources
411 West 13th Street, 11th Floor
Austin, TX 78701

**Re: Travis County Development Permit No. 08-0383
IESI Request for Determination on Applicability or Variance
Under Subchapter C, Chapter 64, of the Travis County Code
(Relating to Solid Waste Facilities Near Floodplains)**

Dear Mr. Gieselman:

The following is a request by IESI TX Landfill LP (“IESI”) for a determination on the applicability of Subchapter C of Chapter 64 of the Travis County Code (“Code”) (§§ 64.070 – 64.073) to IESI’s pending request to implement surface water drainage improvements and adjust the final contours of IESI’s Type IV (construction-demolition debris) landfill facility. Should Travis County determine that Subchapter C is legally applicable to IESI’s pending request, IESI respectfully requests a variance from the floodplain ordinance pursuant to § 64.072 of the Code, as further discussed below.

Background. IESI owns and operates a Type IV municipal solid waste management facility for the disposal of construction-demolition debris, rubbish and brush which is located at 9600 F.M. 812 in Travis County (Precinct 4). The Type IV facility was initially permitted by the Texas Department of Health in 1988, was subsequently acquired by IESI, and first opened for commercial business in 2000. As a Type IV facility, the landfill is legally precluded from accepting any Type I putrescible waste (e.g., household garbage), any Class I or Class II industrial waste (e.g., hazardous waste), or any liquid wastes or sludges (e.g., septage). The facility currently holds operating permits and development approvals issued by the Texas Commission on Environmental Quality (“TCEQ”), the City of Austin, and Travis County (Development Permit Nos. 02-0061/98-0812) and is operating in compliance with those permits and approvals. Additionally, IESI previously entered into a written maintenance agreement with Travis County in 2003 (Attachment ‘A’) to assure regular inspection and proper functioning of the facility’s on-site drainage channel system, and to ensure that solid waste is not stored, treated, processed, disposed, or otherwise knowingly discharged into the drainage system. A drawing that generally depicts the current facility layout is attached hereto as Attachment ‘B’.

1250 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING THREE ~ SUITE FOUR HUNDRED
AUSTIN, TEXAS 78746

Mr. Joe Gieselman
October 10, 2008
Page 2 of 5

Pending Applications. In a continuing effort to further improve facility operations and storm water management at the Type IV facility, IESI has filed with the TCEQ a series of permit modifications to: (1) upgrade the facility's site operating plan to meet enhanced requirements that include, for example, preventing the ponding of water over waste and minimizing the erosion of cover; (2) upgrade the facility's drainage plan by incorporating erosion and sedimentation control measures for all phases of landfill operations, and (3) improve final cover drainage by increasing top and side slopes, adding drainage swales and let-down structures, and limiting any associated increase in height to less than ten feet. The referenced modifications will not alter either the facility's solid waste disposal footprint or the perimeter drainage channel system. The third referenced modification includes changes to the final elevations, contours and drainage features of the above-ground fill areas and a limited increase the facility's solid waste disposal capacity.¹ By rule, the TCEQ expressly limits the extent of any height increase accompanying drainage improvements to less than ten feet at any given point.² A drawing that generally depicts the drainage structures and changes in elevation is attached hereto as Attachment 'C'.

The TCEQ's Executive Director has either approved in final form or preliminarily approved each of the permit modifications referenced above. Public notice of the third referenced modification was issued in August 2008³ and, subject to the Executive Director's consideration of any relevant and material public comments, final approval of the modification is reasonably expected in October 2008. Related approvals from the Federal Aviation Administration (i.e., Determination of No Hazard to Air Navigation)⁴ and the City of Austin (i.e., Site Plan Correction)⁵ were previously obtained in 2007 for this project. IESI's request to Travis County for a Development Permit⁶ reflecting the changes in finished elevations was filed in February 2008 and is awaiting final approval.

¹ The elevation and contour changes will add approximately 664,987 cubic yards of solid waste disposal capacity to the landfill facility (which amounts to approximately 1.2 years of additional site life at the current rate of waste acceptance).

² IESI's application was filed with the TCEQ on January 7, 2008. Under applicable TCEQ rules, each landfill facility is authorized to include a one-time, ten-foot height increase as a component of proposed drainage improvements. See 30 TAC § 305.70(k)(2)(F). After IESI filed its application, the TCEQ amended its rules concerning the filing and processing of permit modifications and amendments, effective May 29, 2008, and phased-out this particular modification.

³ A copy of the TCEQ public notice is attached hereto as Attachment 'D'.

⁴ A copy of the FAA determinations of no hazard to air navigation are attached hereto as Attachment 'E' and Attachment 'F'.

⁵ A copy of the City of Austin site plan correction is attached hereto as Attachment 'G'.

⁶ A copy of the Travis County development permit request is attached hereto as Attachment 'H'.

Mr. Joe Gieselman
October 10, 2008
Page 3 of 5

Floodplain Ordinance Applicability. Travis County's prohibition on constructing, locating or operating a solid waste management or disposal facility in or within 500 feet of the boundary of the 100-year floodplain was enacted on October 2, 2001, and is set forth in subsection (a) of § 64.071 of the Travis County Code.⁷ The prohibition does not strictly apply to IESI's Type IV facility because subsection (b) of the same section specifically provides as follows:

“The prohibition in this section applies only (i) outside the corporate limits of any municipality, and (ii) to solid waste management or disposal facilities not fully permitted and operating in compliance with all regulatory requirements on the effective date of this ordinance.” Travis County Code § 64.071(b) (emphasis added).

Subsection (b) expressly ‘grandfathers’ existing facilities that were previously permitted and in compliance with regulatory requirements on October 2, 2001. On that date, IESI's solid waste management and disposal facility was fully permitted by all applicable local, state and federal regulatory agencies, and the facility was operating in compliance with all applicable regulatory requirements. To this day, IESI maintains all necessary permits and remains in regulatory compliance, not ever having been the subject of a regulatory enforcement action.⁸ Because the ordinance by its own terms is not applicable to IESI's Type IV facility, no action is necessary under Subchapter C of Chapter 64 of the Travis County Code, and IESI's pending request for a Development Permit should be administratively approved by the Travis County staff without the need for a variance.

Floodplain Ordinance Variance. In the event Travis County determines that the prohibition in § 64.071(a) is applicable to IESI's project, IESI would alternatively request (without waiving any right to contest the validity or applicability of Subchapter C of Chapter 64) the approval of a variance under § 64.072. In support of an alternative request for a variance, IESI would respectfully show Travis County as follows:

- (A) IESI's facility meets all other regulatory requirements, including the requirements of Chapter 64. As indicated above, all other applicable local, state and federal regulatory agencies have reviewed and approved IESI's proposed project. The project itself arises from mandatory and voluntary efforts to respond to changing regulatory requirements of the TCEQ, and it will further ensure that solid waste management and disposal activities at the site will be protective of public health, safety and the environment. Additionally, IESI has satisfied the applicable requirements of Travis County for a Development Permit to incorporate the revised grading plan, as reflected in the administrative record for Development Permit No. 08-0383 (incorporated herein by reference), and has provided

⁷ A copy of the floodplain ordinance is attached hereto as Attachment ‘I.’

⁸ A copy of the facility's TCEQ compliance history rating (“high”) is attached hereto as Attachment ‘J.’

Mr. Joe Gieselman
October 10, 2008
Page 4 of 5

notification of the Development Permit application to area homeowners associations, the emergency services district, and the fire marshal.

- (B) No alternative site is available to IESI. As indicted above, a substantially developed solid waste management and disposal facility is currently operating at this site. The proposed drainage improvements are appurtenant to and must necessarily overlay existing landfill cells that are located outside, but within 500 feet of, the floodplain. There is no alternative means by which to implement physical drainage improvements to previously developed areas.
- (C) Due to special conditions, strict enforcement of the prohibition in § 64.071 would result in an unusual and unnecessary hardship on IESI. A mandate by Travis County that IESI not implement these drainage improvements to developed areas of the landfill will increase the long-term operational expenses necessary to physically maintain the facility; and it will prevent the implementation of enhanced drainage controls in areas located adjacent to the floodplain. Although additional limited disposal capacity will arise from these changes, a traditional vertical expansion of IESI's landfill facility is not feasible (and likely will never occur) due to a federally-enforceable aviation easement and height restriction associated with operations at the nearby airport. IESI's facility is the only Type IV landfill in Central Texas, and its continued operation will help conserve Type I landfill capacity at other facilities. As such, strict enforcement of the prohibition would otherwise produce unusual and unnecessary hardship.
- (D) All necessary conditions will be imposed upon, and all necessary measures will be taken by, IESI to protect public health and safety, including appropriate engineering, design, operation, inspection, monitoring and financial responsibility. A primary purpose of these modifications is to implement surface water drainage improvements that will further protect public health and safety. As referenced above, all applicable local, state and federal regulatory agencies have reviewed and approved the proposed design. The regulatory review of the TCEQ, in particular, included a formal evaluation of the design and engineering of the physical improvements, as well as the plans and procedures for operating, inspecting and monitoring the operations. IESI currently maintains financial assurance, executable by the State of Texas, to ensure the proper closure and post-closure maintenance of the facility. Additionally, IESI has entered into a formal "maintenance agreement" with Travis County (binding upon IESI's successors and assigns) to assure the proper functioning and maintenance of the drainage channel system that traverses the site and partially comprises the

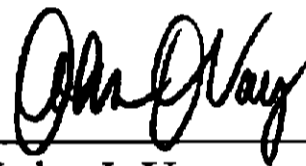
Mr. Joe Gieselman
October 10, 2008
Page 5 of 5

floodplain.⁹ As such, all necessary conditions and measures will be imposed and taken to protect public health and safety.

Based on the foregoing, IESI respectfully requests that Travis County, through its Executive Manager, determine that the provisions of Subchapter C of Chapter 64, Travis County Code §§ 64.070 – 64.073, are not strictly applicable to IESI's facility, and administratively approve IESI's application for Development Permit No. 08-0383. In the alternative, it is requested that the Executive Manager review and evaluate the request for a variance and set this matter for consideration and approval by the Commissioners Court in accordance with § 64.072 of the Code.

Should the Executive Manager or his staff desire any further information in support of this request, please do not hesitate to contact me.

Respectfully submitted,



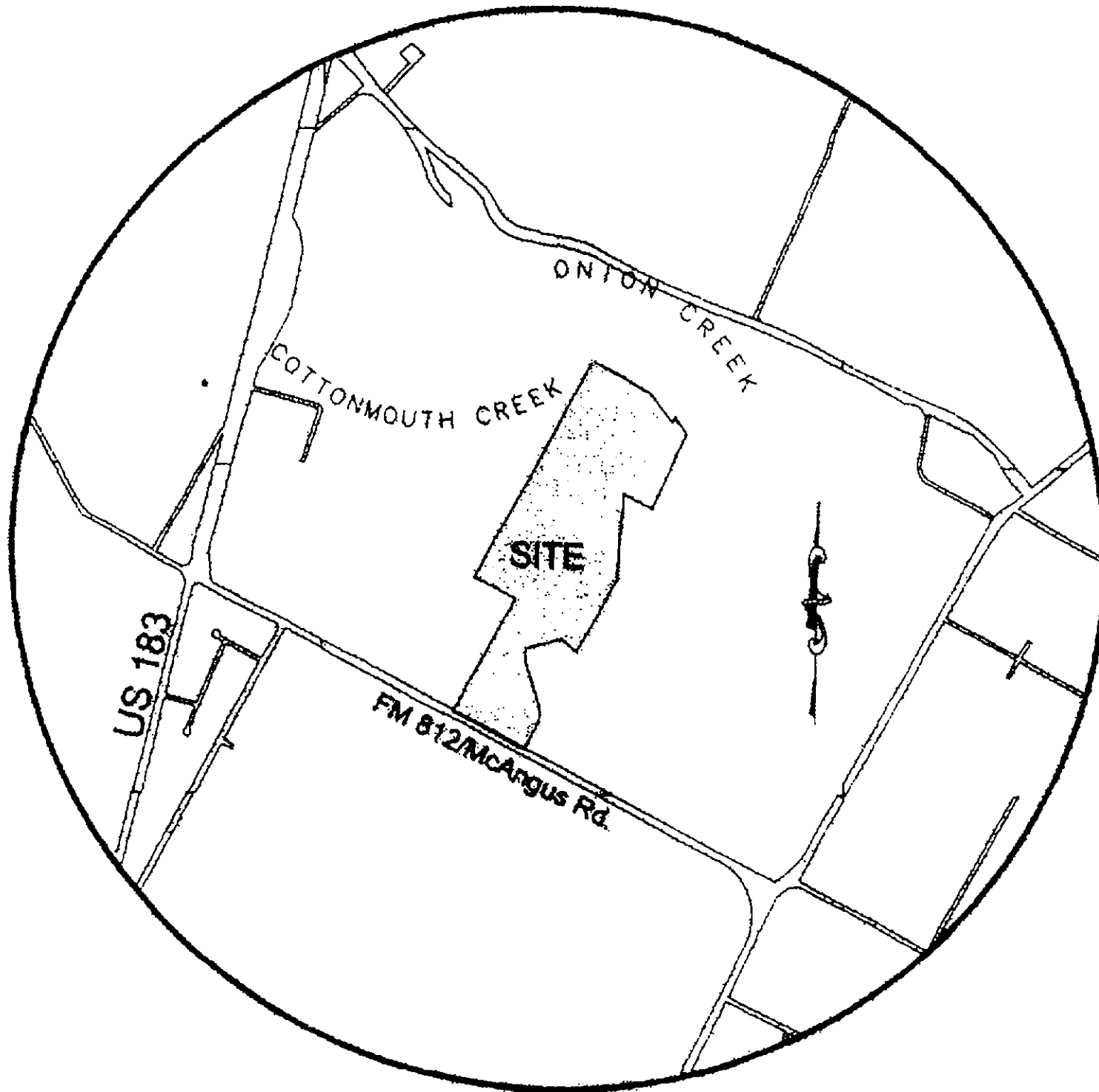
John J. Vay
Law Office of John J. Vay
1250 S. Capital of Texas Highway
Building Three – Suite 400
Austin, Texas 78746
(512) 329-2010 Tel
(512) 329-2011 Fax

Attorney for IESI TX Landfill LP

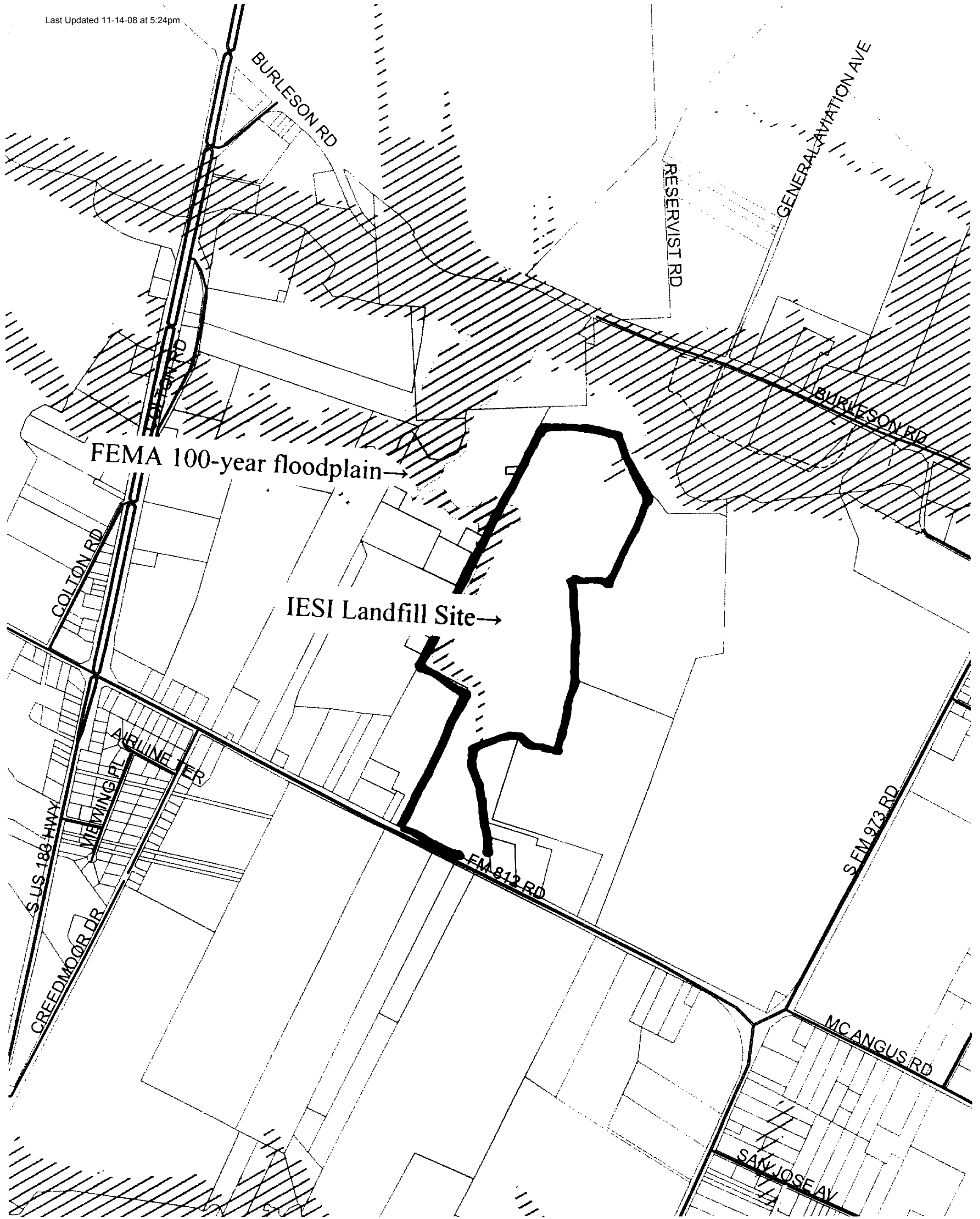
Attachments ('A' – 'J')

cc: Jon White, Travis County
Stacey Scheffel, Travis County

⁹ The maintenance agreement with Travis County obligates IESI to: (i) ensure that solid waste is not disposed or knowingly discharged into the system; (ii) visually inspect the system weekly and remove any incidental solid waste inadvertently discharged; (iii) visually inspect the system quarterly and promptly repair any material structural damage from ordinary erosion or wear and tear; (iv) visually inspect the system within 24 hours of catastrophic storms or natural forces and promptly repair any material structural damage; and (v) visually inspect the system monthly and cut or remove any vegetation that would materially impair proper functioning of the system.



SITE LOCATION - N.T.S.



21



Travis County Commissioners Court Agenda Request

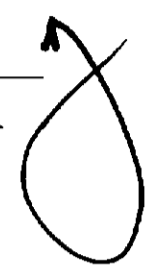
Voting Session 11/18/08
(Date)

Work Session _____
(Date)

08 NOV - 13
M 11:13
COUNTY JUDGE'S OFFICE

I. A. Request made by: Joseph P. Gieselman
Executive Manager, TNR

Phone # 854-9383



B. Requested Text:

Consider and take appropriate action to notify Court of satisfactory construction of the private streets for Belvedere, Phase IV – a subdivision in Precinct 3.

C. Approved by: _____
Commissioner Gerald Daughtery, Precinct 3

II. A. Is backup material attached*: Yes X No _____

*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No _____ Please list those contacted and their phone numbers:

Anna Anna Bowlin - 854-9383

Stacey Stacey Scheffel - 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (473-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

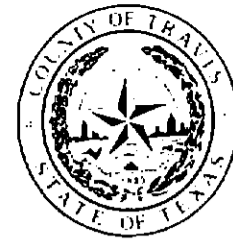
Purchasing Office (473-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: October 31, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Stacey Scheffel, Flood Plain Manager, Planning and Engineering Services SS

SUBJECT: Notify Court of satisfactory construction of the private streets for Belvedere, Phase IV - a subdivision in Precinct 3.

Summary and Staff Recommendation:

The plat for this private street subdivision was recorded on August 29, 2008 at Document #200800252. This subdivision had been in alternative fiscal since December 11, 2007 and construction has been completed. A TNR Inspector has given this subdivision Construction Approval. All other items required for Approval of Construction have been received, including the Certificate of Incorporation and Declaration of Covenants, Conditions and Restrictions, showing that there is a body in place to take over maintenance of the private roadways.

According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(2)] adopted by Travis County Commissioner's Court August 28, 1997, the Executive Manager will notify the Commissioners Court of the satisfactory construction of public and private improvements. Upon approval of the private improvements, the Executive Manager will release the security for the private improvements. We recommend that all fiscal be released.

Budgetary and Fiscal Impact:

No budgetary impact. Fiscal that has been posted as a Cash Security Agreement with Travis County for this private street subdivision will be released once Commissioners Court approves notification.

Issues and Opportunities:

This insures that not only is the private street subdivision built to public street standards, but that there is a collective body in place to maintain the streets of this subdivision for the respective residents.

Page 2
October 31, 2008

Enclosures:
TNR Construction Approval letter
Requirements list for Const. Approval
Maps

PS:SS:ps

1102 Belvedere Phase IV



TRANSPORTATION AND NATURAL RESOURCES

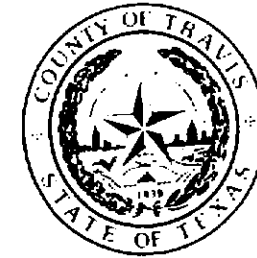
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BELVEDERE, PHASE IV REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 8/12/08 1. Professional Engineer's certification of quantities of work completed
(**Engineer's Concurrence Letter**) § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report § 82.604(c)(1)
- 8/7/08 3. Contractor's invoice or receipt of payment for work completed §
82.401(c)(1)(B)
- 8/12/08 4. Reproducible Plans, certified as "**Record Drawings**", by the Owner's
Consulting Engineer § 82.604(c)(3)
- NA 5. **If applicable**, a copy of the Conditional Letter of Map Amendment or
Revision from FEMA and the completed application for a Letter of Map
Amendment or Revision § 82.604(c)(5)
- 8/18/08 6. A TNR inspection report, indicating the completion of that portion of the work
represented by the reduction of fiscal (streets and drainage, including detention
ponds and common area sidewalks and traffic control devices shown on the
approved traffic control plan) § 82.401(c)(1)(C)
- NA 7. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility
Districts
- RCV'D *8. The Certificate of Incorporation of the Homeowners Association filed with
the Texas Secretary of State
- 8/12/08
Amendment
ONLY *9. The Declaration of Covenants, Conditions, and Restrictions, showing the
responsibility of the homeowners association to maintain the streets and drainage,
recorded in the Real Property Records of Travis County

* These two items are in lieu of warranty bond, sidewalk fiscal posting and ADA statement.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

**CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL
RELEASE -PRIVATE STREET SUBDIVISION**

DATE: August 18, 2008

TO:	<u>Developer</u>	<u>Engineer</u>
	<u>Hamilton Bee Cave, L.P.</u>	<u>LJA Engineering & Surveying, Inc.</u>
	<u>7015 Snider Plaza, Suite #205</u>	<u>5316 Hwy. 290 West, Suite #150</u>
	<u>Dallas, TX 75205</u>	<u>Austin, TX 78735</u>

SUBJECT: Belvedere Phase IV

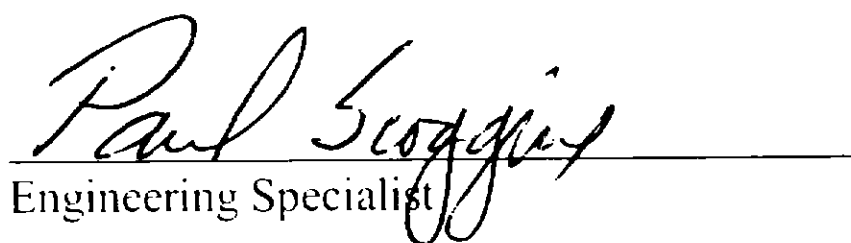
Effective this date, streets and/or drainage construction within this subdivision, appear to be in conformance with the Permitted Construction Documents. The streets of this subdivision will not be accepted for maintenance by Travis County but will be released to the Homeowners Association for maintenance.

When the Developer has furnished to Travis County all of the documents in the "Requirements for Approval of Construction - Private Street Subdivisions" (attached), the Executive Manager of Transportation and Natural Resources Department will notify the Commissioners Court of the satisfactory completion of the private streets. Upon approval of the private improvements, the Executive Manager will fully release the Security for the private improvements.

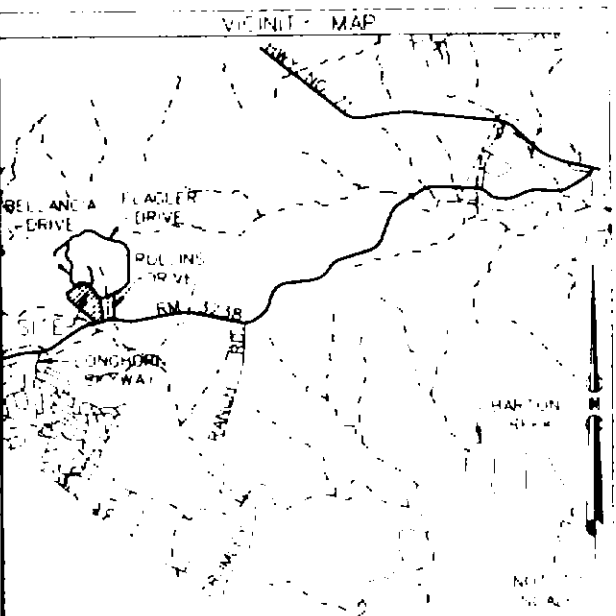
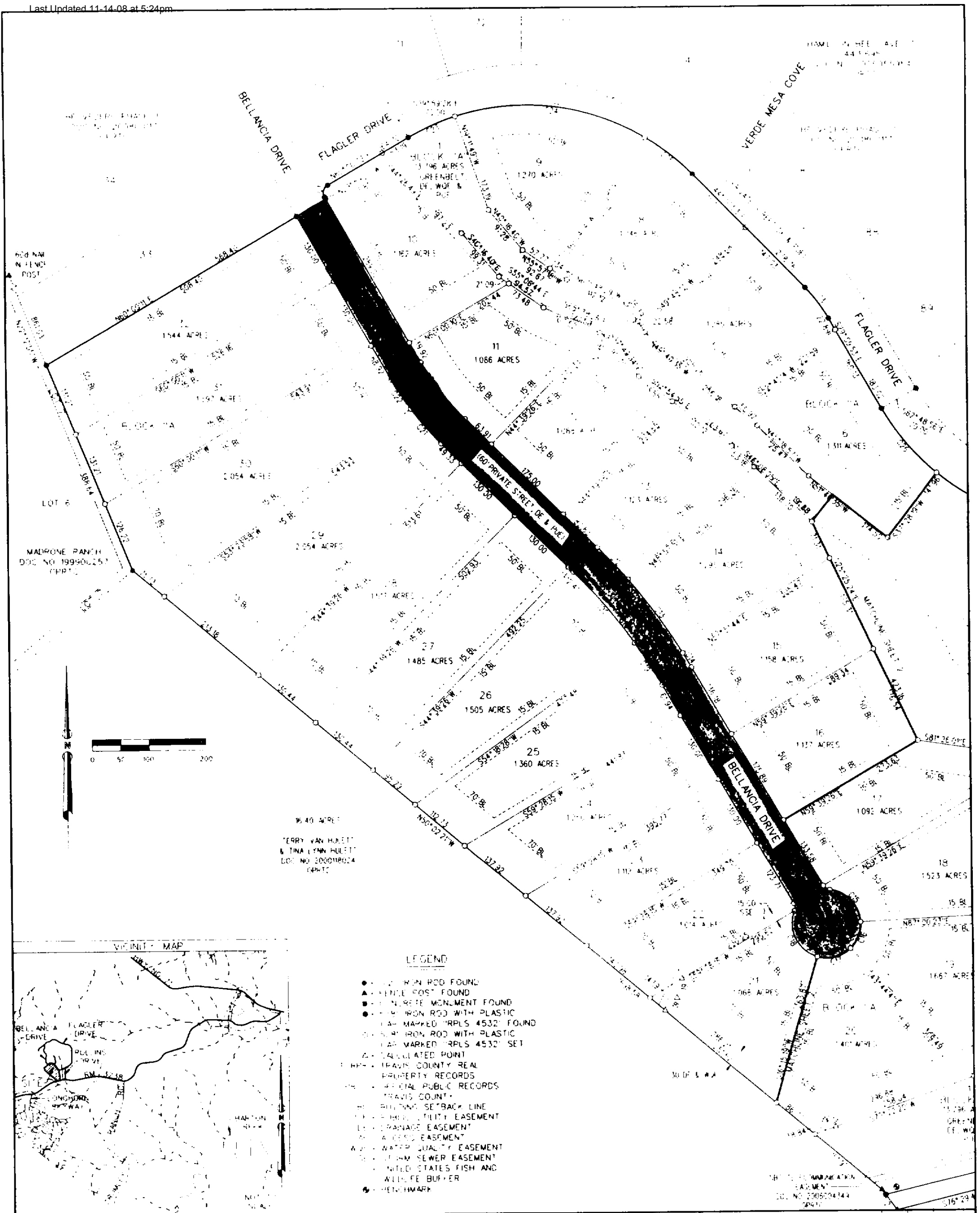
OTHER REMARKS:

See attached "Requirements for Approval of Construction"

BY:  8-18-08
Travis County TNR Construction Inspector


Engineering Specialist

- 1102 Fiscal File
- 1105 Subdivision File



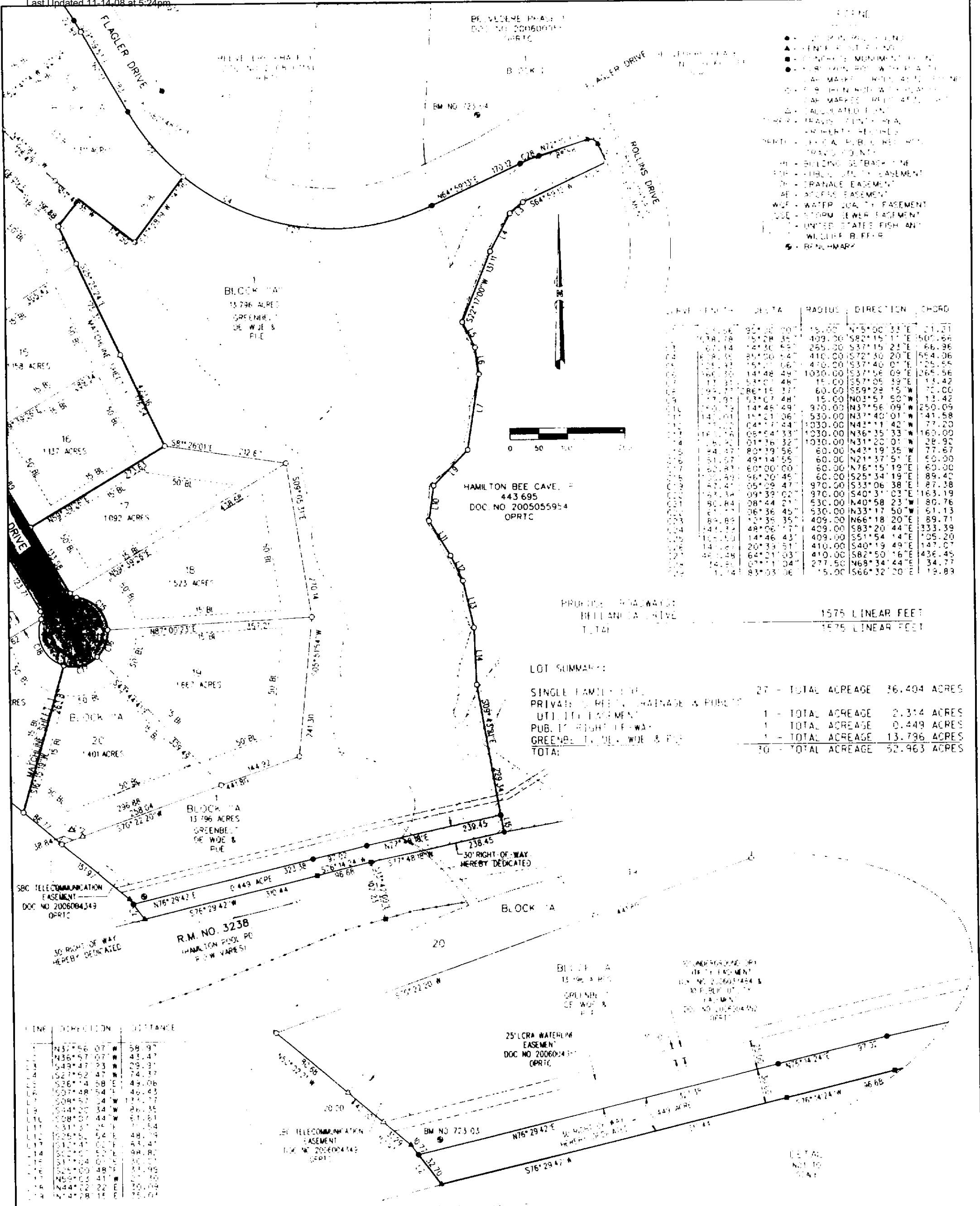
- LEGEND**
- IRON ROD FOUND
 - ▲ FENCE POST FOUND
 - CONCRETE MONUMENT FOUND
 - IRON ROD WITH PLASTIC CAP
 - IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" SET
 - IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" SET
 - ▲ CALCULATED POINT
 - TRAVIS COUNTY REAL PROPERTY RECORDS
 - TRAVIS COUNTY PUBLIC RECORDS
 - TRAVIS COUNTY
 - BUILDING SETBACK LINE
 - EASEMENT
 - DRAINAGE EASEMENT
 - ACCESS EASEMENT
 - WATER QUALITY EASEMENT
 - STORM SEWER EASEMENT
 - WILDLIFE BUFFER
 - BENCHMARK

DATE	07-04-08
PROJECT NO.	1045-04
DRAWING NO.	1045-04
SHEET NO.	OF 3
FILE NAME	1045-BYRHP-004

BELVEDERE PHASE IV

RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78769
 PHONE (512) 301-9399
 FAX (512) 301-9399
 ramsey@ramsurveying.com

NO.	REVISIONS	DATE



- SYMBOLS**
- - CENTER POINT FOUND
 - ▲ - CENTER POINT FOUND
 - - MONUMENT FOUND
 - - BOUNDARY POINT WITH PLAIN
 - - MARKER WITH 40' PLAIN
 - - BOUNDARY POINT WITH PLAIN
 - - MARKER WITH 40' PLAIN
 - - CALCULATED POINT
 - - TRAVIS POINT AREA
 - - CENTER POINT FOUND
 - - PUBLIC PUBLIC RECORD
 - - TRANSFERENCE
 - - BUILDING SETBACK LINE
 - - PUBLIC UTILITY EASEMENT
 - - DRAINAGE EASEMENT
 - - ACCESS EASEMENT
 - - WATER UTILITY EASEMENT
 - - STORM SEWER EASEMENT
 - - UNITED STATES FISH AND WILDLIFE BUFFER
 - - BENCHMARK

BEARING	DELTA	RADIUS	DIRECTION	CHORD
N5°00'00" E	15.00	15.00	N5°00'00" E	21.21
S82°15'11" E	409.00	409.00	S82°15'11" E	500.66
S37°15'23" E	255.00	255.00	S37°15'23" E	366.96
S72°40'20" E	410.00	410.00	S72°40'20" E	554.06
S37°40'01" E	470.00	470.00	S37°40'01" E	656.65
S37°46'09" E	1030.00	1030.00	S37°46'09" E	1265.56
S57°05'39" E	15.00	15.00	S57°05'39" E	19.42
S59°29'15" W	60.00	60.00	S59°29'15" W	75.00
N03°57'50" W	15.00	15.00	N03°57'50" W	19.42
S37°56'09" W	970.00	970.00	S37°56'09" W	1250.09
N37°40'01" W	530.00	530.00	N37°40'01" W	741.58
N42°11'42" W	1030.00	1030.00	N42°11'42" W	1377.20
N36°35'33" W	1030.00	1030.00	N36°35'33" W	1600.00
N31°20'01" W	1030.00	1030.00	N31°20'01" W	287.92
N42°19'35" W	60.00	60.00	N42°19'35" W	77.67
N21°37'57" E	60.00	60.00	N21°37'57" E	50.00
N76°15'19" E	60.00	60.00	N76°15'19" E	60.00
S25°34'19" E	60.00	60.00	S25°34'19" E	89.40
S33°06'38" E	970.00	970.00	S33°06'38" E	1277.38
S40°31'03" E	970.00	970.00	S40°31'03" E	1633.19
N40°58'23" W	530.00	530.00	N40°58'23" W	80.76
N33°17'50" W	60.00	60.00	N33°17'50" W	51.13
N66°18'20" E	409.00	409.00	N66°18'20" E	89.71
S83°20'44" E	409.00	409.00	S83°20'44" E	333.39
S51°54'14" E	409.00	409.00	S51°54'14" E	105.20
S40°19'49" E	410.00	410.00	S40°19'49" E	147.07
S82°50'16" E	410.00	410.00	S82°50'16" E	436.45
N68°34'44" E	277.50	277.50	N68°34'44" E	34.77
S66°32'00" E	15.00	15.00	S66°32'00" E	19.89

PRORATED ROADWAYS:
 BELLEMEAD DRIVE
 TOTAL 1575 LINEAR FEET
 1575 LINEAR FEET

LOT SUMMARY:

SINGLE FAMILY UNIT	27 - TOTAL ACREAGE	36.404 ACRES
PRIVATE DRAINAGE & PUBLIC UTILITY EASEMENT	1 - TOTAL ACREAGE	2.314 ACRES
PUBLIC RIGHT-OF-WAY	1 - TOTAL ACREAGE	0.449 ACRES
GREENBELT DE WUE & FILE	1 - TOTAL ACREAGE	13.796 ACRES
TOTAL:	30 - TOTAL ACREAGE	52.963 ACRES

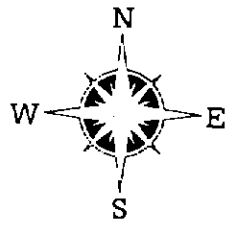
LINE	DIRECTION	DISTANCE
1	N37°55'07" W	58.97
2	N35°57'07" W	43.47
3	S49°47'33" W	29.37
4	S27°52'47" W	74.37
5	S26°14'58" E	49.06
6	S07°48'54" E	46.43
7	S08°57'34" W	77.77
8	S04°20'34" W	26.35
9	S08°07'44" W	61.61
10	S01°57'24" E	71.54
11	S01°57'24" E	48.76
12	S01°57'24" E	43.47
13	S01°57'24" E	98.87
14	S01°57'24" E	30.00
15	S01°57'24" E	30.00
16	S01°57'24" E	30.00
17	S01°57'24" E	30.00
18	S01°57'24" E	30.00
19	S01°57'24" E	30.00
20	S01°57'24" E	30.00
21	S01°57'24" E	30.00
22	S01°57'24" E	30.00
23	S01°57'24" E	30.00
24	S01°57'24" E	30.00
25	S01°57'24" E	30.00
26	S01°57'24" E	30.00
27	S01°57'24" E	30.00
28	S01°57'24" E	30.00
29	S01°57'24" E	30.00
30	S01°57'24" E	30.00

<p>DRAWN BY: [] CHECKED BY: [] DATE: 02-04-08 PROJECT NO: 1045-04 DRAWING NO: 1045-01 SHEET NO: 2 OF 3 FILENAME: 1045-BYPHASE.DGN</p>	<h2>BELVEDERE PHASE IV</h2>	<p>RAMSEY LAND SURVEYING, L.L.C. 8718 SOUTHWEST PARKWAY P.O. BOX 92768 AUSTIN, TEXAS 78709-2768 PHONE (512) 301-9339 FAX (512) 301-9395 bromsey@lrsurveying.com</p>
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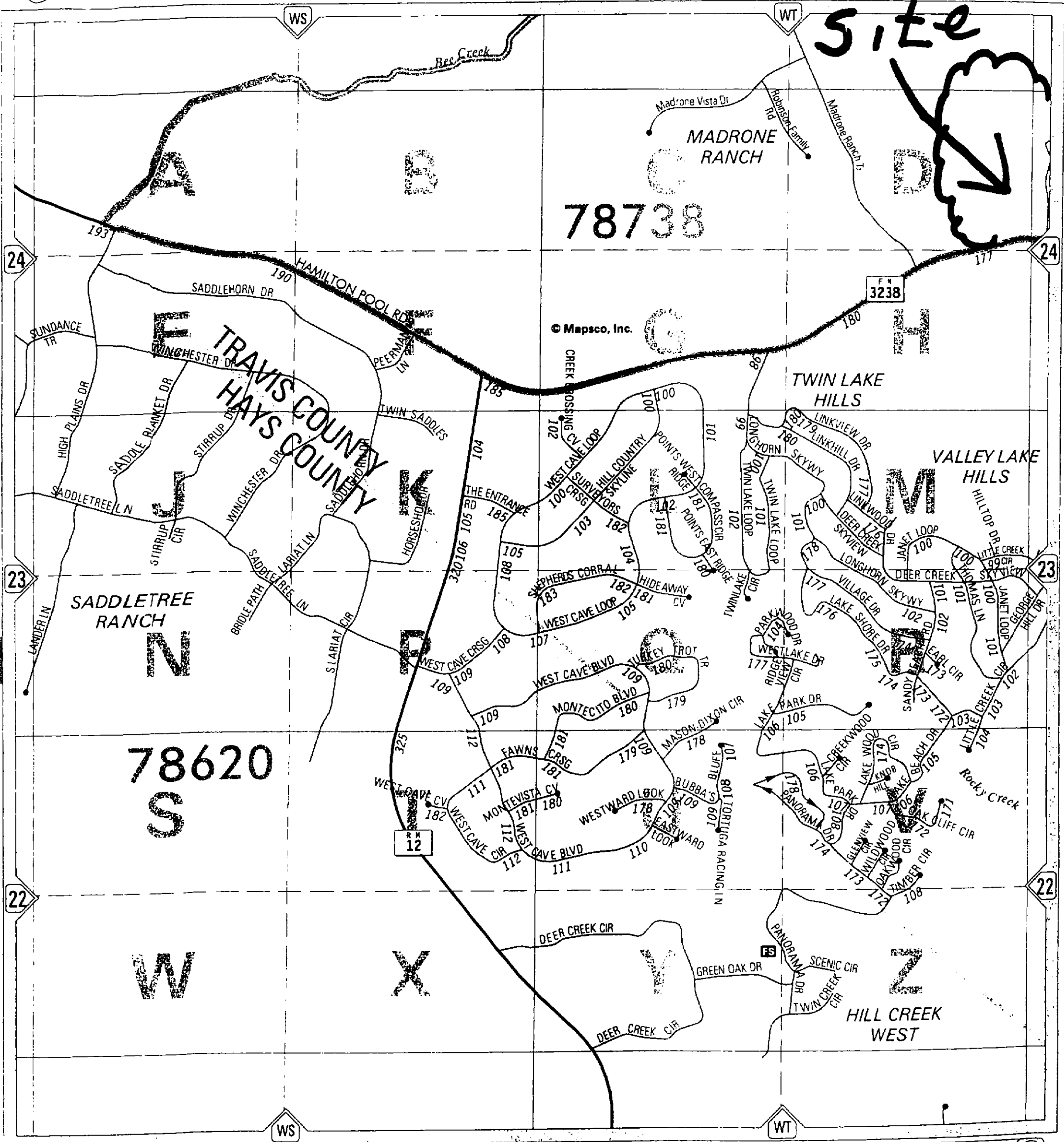
Belvedere, Phase IV

577

THIS PAGE ALSO APPEARS IN THE
MAPSCO HAYS COUNTY STREET GUIDE
AS PAGE HAYS 8.



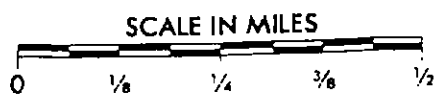
CONTINUED ON MAP 547



CONTINUED ON MAP 576

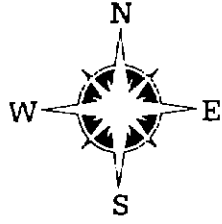
CONTINUED ON MAP 607

CONTINUED ON MAP 578

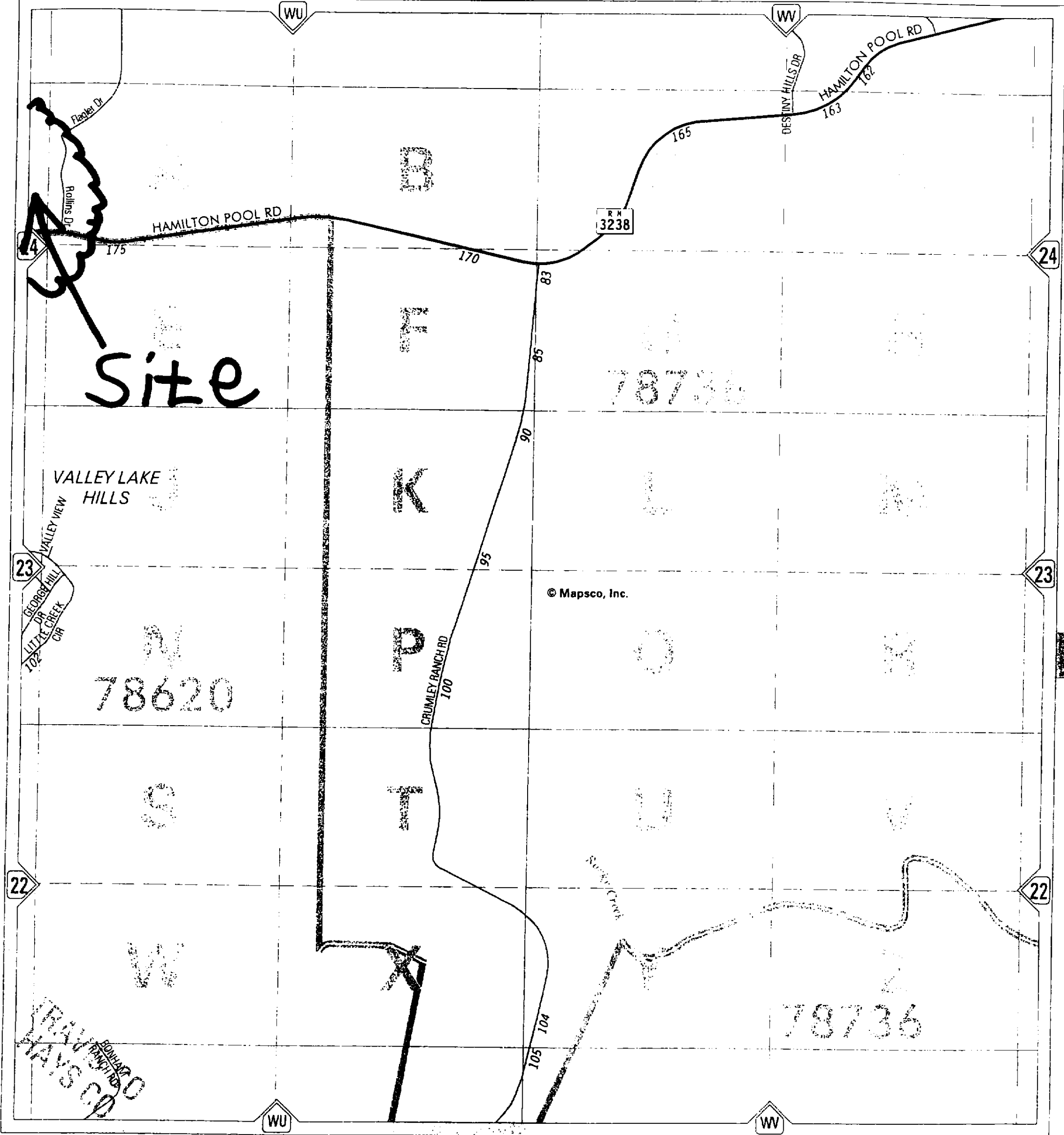


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Belvedere, Phase IV



CONTINUED ON MAP 548



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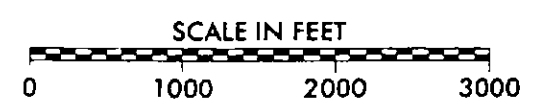
CONTINUED ON MAP 577

CONTINUED ON MAP 608

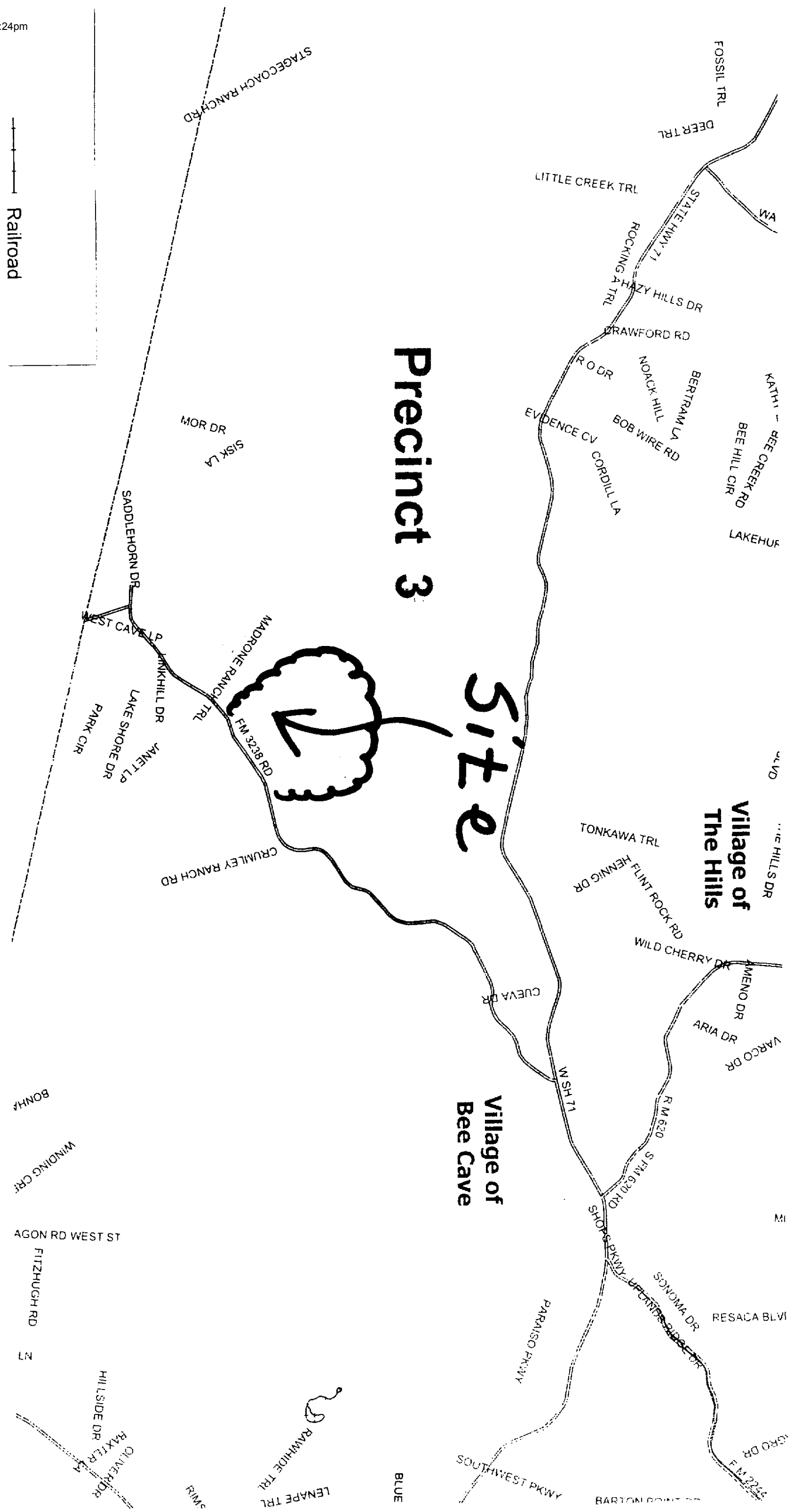
CONTINUED ON MAP 579



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Belvedere, Phase IV



Precinct 3

Site



22
COUNTY JUDGE'S OFFICE
03/18/08 10:50 AM

Travis County Commissioners Court Agenda Request

Voting Session 11/18/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on:
VARIANCE ONLY

A. A variance request from Title 30-3-191, Sidewalk Installation in Subdivisions (Requires new subdivisions to construct sidewalks) for the Replat of Lot 3 Bishop's Bend Subdivision in Precinct 3.

B. Approved by:

Commissioner Gerald Daugherty, Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Michael Hettenhausen: 854-7563 Yolanda Parada: 854-2784
Anna Bowlin: 854-7561 Dennis Wilson: 854-4217

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

Human Resources Department (854-9165)

- ___ A change in your department's personnel (reclassifications, etc.)

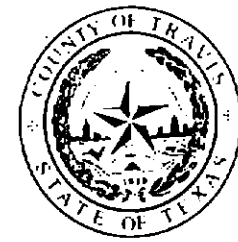
Purchasing Office (854-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK UP MEMORANDUM

November 7, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division

SUBJECT: Replat of Lot 3 Bishop's Bend Subdivision, Variance Only, in Precinct 3

PROPOSED MOTION:

Consider and take appropriate action on:

VARIANCE ONLY

- A. A variance request from Title 30-3-191, Sidewalk Installation in Subdivisions (Requires new subdivisions to construct sidewalks) for the Replat of Lot 3 Bishop's Bend Subdivision in Precinct 3.**

SUMMARY AND STAFF RECOMMENDATION:

This final plat, which consists of one lot on 3.402 acres, is a replat of Lot 3 of the Bishop's Bend Subdivision. The preceding plat was vacated to remove a 25 foot building setback line that was drawn diagonally across Lot 3 and encompassed the majority of the lot. The building setback line drawn on the replat exists as a 25 foot setback along the perimeter of the property. However, this request is for a variance only. Should the Commissioners' Court grant approval of the variance, the replat may be approved administratively pursuant to 30-2-84(B)(2) as the subdivision is fewer than four lots and no utility service extensions are required. There are no new public or private streets proposed with this subdivision, and parkland dedication or fees in lieu of dedication are not required for this one lot replat.

Pursuant to Section 30-3-191(B), the platting board (Commissioners' Court) "may waive the requirement to install a sidewalk based on criteria in the Transportation Criteria Manual". After reviewing the Transportation Criteria Manual pertaining to sidewalks, the variance may be supported by considering there are no sidewalks located along the subdivision side of Westlake Drive or Cassava Drive and a guardrail along the

subdivision side of Westlake Drive would make construction of a sidewalk difficult. In addition, there are no pedestrian generators within the immediate area.

Therefore staff recommends a variance from Commissioners' Court for the requirements of § 30-3-191.

ISSUES:

Staff has not received any inquiries from adjacent property owners. Should staff receive any inquiries prior to Commissioners' Court, an addendum to this back up memorandum will be provided to the Court.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

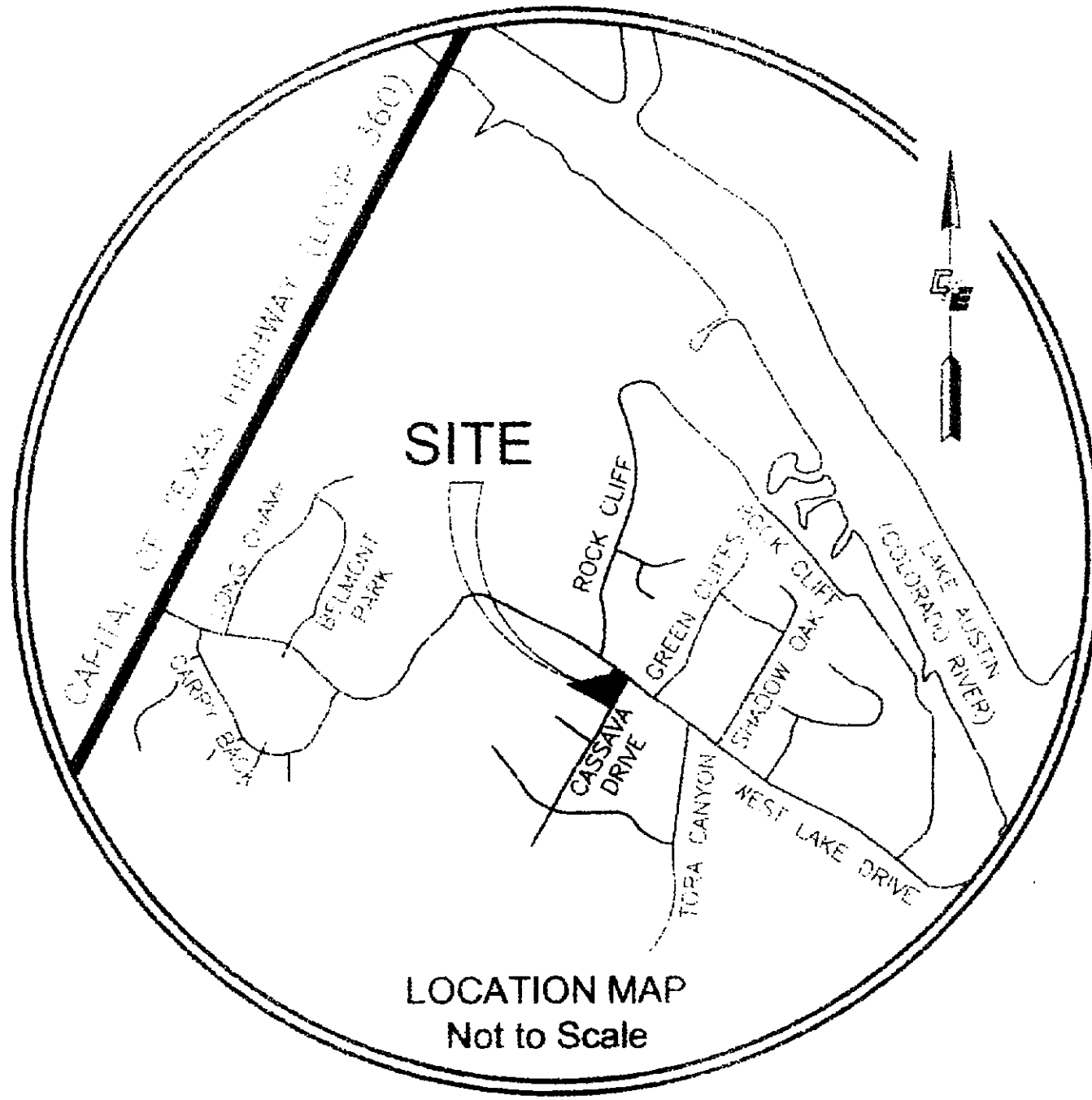
Location map

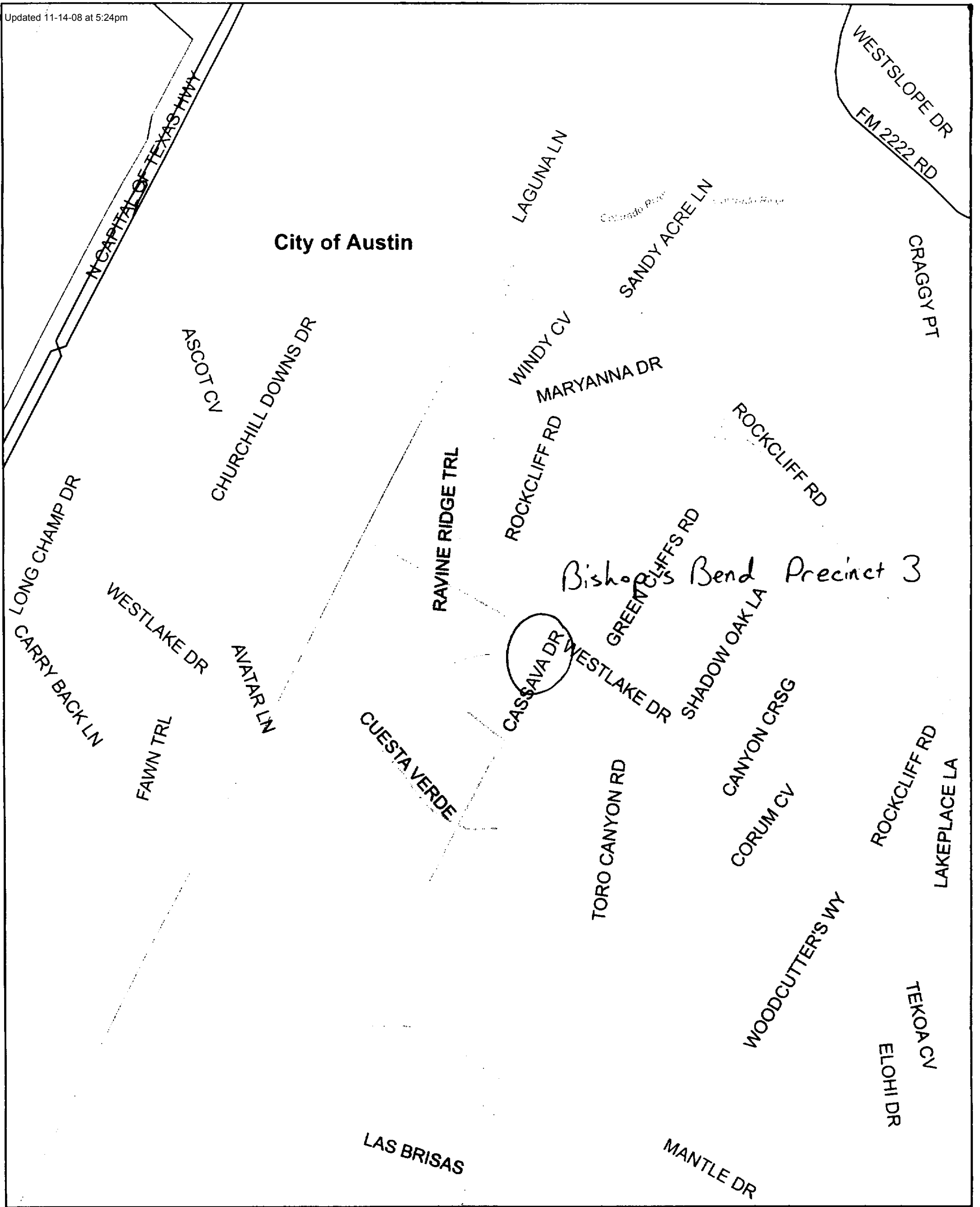
Precinct map

Proposed plat

Letter requesting the variance

AMB: mph 1105



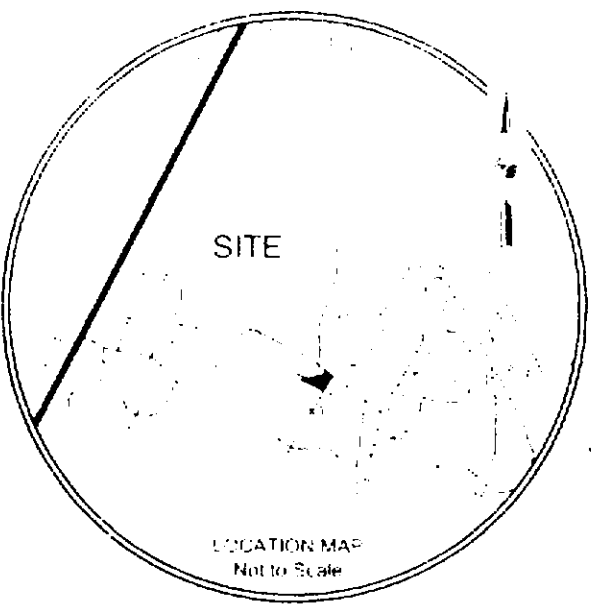


Disclaimer: Map for general reference only. Data provided "as is" with no warranties of any kind. Contact the Travis County GIS Coordinator at (512) 854-7641 for questions.

Source(s): Property Lines - TCAD 07/2007, Roads - Travis County 04/2007, Jurisdictions - 06/2007, Subdivisions - July 2006, Contours - CAPCO 1997, Creeks - NHD 2005, Flood plain - FEMA Prelim 2005



Map Prepared by Travis County Department of Transportation & Natural Resources
<http://www.co.travis.tx.us/maps>



LEGEND

- MONUMENTED IN CONCRETE AND SET ON RIBBED IRON
- SET ON RIBBED IRON UNLESS NOTED OTHERWISE
- TYPICAL ROD FOUND UNLESS NOTED OTHERWISE
- CALCULATE POINT
- RIGHT OF WAY
- BENCHMARK
- RECORD SUBJECT PLAT INFORMATION
- REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- DEED RECORDS OF TRAVIS COUNTY, TEXAS

BENCHMARK

1. POINT ON HEADWALL ELEVATION BASED UPON NAVD83 UTILIZING GPS COOPERATIVE RTK NETWORK ELEVATION 634.08

2. BENT 600 NAIL AT THE BASE OF TRIPLE LIVE OAK NORTH OF THE SOUTHWEST CORNER OF LOT 2 OF TIERRA MADRONES SUBDIVISION (per plat) ELEVATION 708.34

BASIS OF BEARINGS: GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM OF THIS CENTRAL ZONE U.S. SURVEY FEET COMBINED SCALE FACTOR OF 0.99992 UTILIZING GPS COOPERATIVE RTK NETWORK REFERENCE FRAME NAD83 LONESOME EPOCH 2002.0000 DISTANCES SHOWN HEREON ARE SURFACE

STATE OF TEXAS ✓
COUNTY OF TRAVIS ✓

KNOW ALL PERSONS BY THESE PRESENTS, LAWRENCE A. EISENBERG AND MARLENE M. EISENBERG, OWNER OF A 3.402 ACRE TRACT OF LAND BEING ALL OF LOT 3 OF THE BISHOP'S BEND, A SUBDIVISION RECORDED IN BOOK 60, PAGE 155 AND 156 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, BY WARRANTY DEED OF RECORD IN DOCUMENT NO. 2007134732, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS, SAID SUBDIVISION HAVING BEEN PARTIALLY VACATED PURSUANT TO LOCAL GOVERNMENT CODE 212.013 AND RECORDED AS DOCUMENT NO. _____ DO HEREBY RE-PLAT SAID LOT 3 PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENTS CODE AND IN ACCORDANCE WITH THE ATTACHED MAP, TO BE KNOWN AS:

RE-PLAT OF LOT 3, BISHOP'S BEND

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS _____ DAY OF _____, 20__ A.D.

LAWRENCE A. EISENBERG DATE MARLENE M. EISENBERG DATE
3004 SPARKLING BROOK LN 3004 SPARKLING BROOK LN
AUSTIN, TX 78748-1988 AUSTIN, TX 78748-1988

STATE OF TEXAS ✓
COUNTY OF TRAVIS ✓

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LAWRENCE A. EISENBERG, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__ A.D.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

MY COMMISSION EXPIRES _____

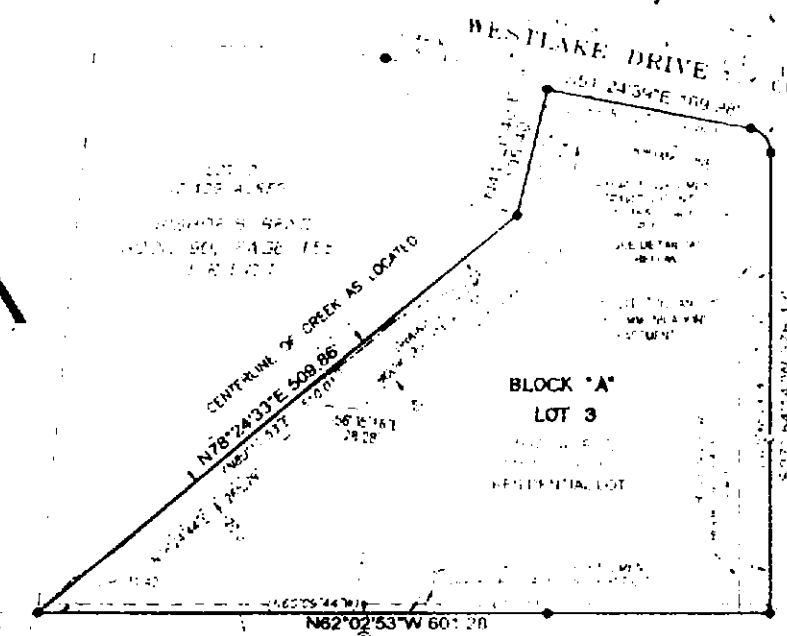
STATE OF TEXAS ✓
COUNTY OF TRAVIS ✓

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MARLENE M. EISENBERG, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__ A.D.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

MY COMMISSION EXPIRES _____



WESTLAKE DRIVE
S27°24'34"E 169.40'

CASSAVA DRIVE
S27°34'14" W 210.20'

LOT 3
RESIDENTIAL LOT

CEMENTLINE OF CREEK AS LOCATED
S17°02'33"E 509.86'

TRIPLE LIVE OAK
N62°02'53"W 601.20'

DETAILED

SITE NOTES

1. THIS SITE IS LOCATED AT 1800 CASSAVA DRIVE IN THE LAKE AUSTIN WATERSHED, WHICH IS CLASSIFIED AS A WATER SUPPLY SUBURBAN WATERSHED. THIS IS A SINGLE FAMILY RESIDENTIAL DEVELOPMENT.
2. THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
3. PRIOR TO ANY DEVELOPMENT OF THIS LOT, A SITE PLAN INCLUDING A DRAINAGE PLAN AND A WATER QUALITY PLAN MUST BE FILED AND APPROVED BY THE CITY OF AUSTIN.
4. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
5. ALL RESTRICTIONS AND NOTES (EXCEPT FOR THE BUILDING LINE) FROM THE PREVIOUS EXISTING SUBDIVISION, BISHOP'S BEND, SHALL APPLY TO THIS RE-PLAT.
6. PRIOR TO ANY CONSTRUCTION ACTIVITY, COORDINATION WITH U.S. FISH & WILDLIFE OR PARTICIPATION IN THE BCCRP IS REQUIRED. CONTACT TRAVIS COUNTY'S ENVIRONMENTAL SPECIALIST, JENNIFER BROWN, AT 512.854.7215.

**THE STATE OF TEXAS ✓
COUNTY OF TRAVIS ✓**

I, BRYAN D. NEWSOME, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTION OF TITLE 30 OF THE AUSTIN CITY CODE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

CERTIFIED TO THIS THE 24th DAY OF October, 20__ A.D.

This Document shall not be recorded for any purpose.

BRYAN D. NEWSOME
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5657, STATE OF TEXAS
C. FAULKNER ENGINEERING, L.P.
P.O. BOX 1528
AUSTIN, TEXAS 78761-1528
PHONE: (512) 495-9473 FAX: (512) 495-9473


ENGINEER'S CERTIFICATION

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THIS FINAL PLAT AND ACCOMPANYING REPORT, THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT THE PLAN COMPLIES WITH TITLE 30 OF THE AUSTIN CITY CODE OF 1996, AS AMENDED, AND ALL OTHER APPLICABLE ORDINANCES.

FLOODPLAIN NOTE

NO PORTION OF THE TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP FROM 1987 AND WILL BE UNDATED SEPT 01/01/2009.

STEPHEN DELGADO
REGISTERED PROFESSIONAL ENGINEER
NO. 99342, STATE OF TEXAS
C. FAULKNER ENGINEERING, L.P.
P.O. BOX 1528
AUSTIN, TEXAS 78761-1528
PHONE: (512) 495-9473
FAX: (512) 495-9473

 <p>C. FAULKNER ENGINEERING</p>	<p>307 West 5th Street, Suite 250 Austin, Texas 78703 P: 512.495.9470 F: 512.495.9473</p> <p>P.O. Box 1528 Austin, Texas 78767-1528 www.cfaulkner.com</p>	<p>TRAVIS COUNTY, TEXAS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>DATE</td><td>OCT. 2008</td></tr> <tr><td>SURVEYOR</td><td>BRYAN D. NEWSOME, RPLS. No. 5657</td></tr> <tr><td>TECHNICIAN</td><td>DAVID RHOAD</td></tr> <tr><td>FIELDBOOK</td><td>229</td></tr> <tr><td>JOB NUMBER</td><td>080205</td></tr> <tr><td>DESCRIPTION</td><td>Re-plat</td></tr> <tr><td>DRAWINGS</td><td>Lawrence & Marlene Eisenberg CAUCS Final Plat R-080205-01.dwg</td></tr> </table>	DATE	OCT. 2008	SURVEYOR	BRYAN D. NEWSOME, RPLS. No. 5657	TECHNICIAN	DAVID RHOAD	FIELDBOOK	229	JOB NUMBER	080205	DESCRIPTION	Re-plat	DRAWINGS	Lawrence & Marlene Eisenberg CAUCS Final Plat R-080205-01.dwg	<p>RE- PLAT OF LOT 3 BISHOP'S BEND FINAL PLAT TRAVIS COUNTY, TEXAS</p>	<p>CFE PLAT NO.</p> <p>2089.005</p> <hr/> <p>1 OF 2</p>
	DATE	OCT. 2008																
SURVEYOR	BRYAN D. NEWSOME, RPLS. No. 5657																	
TECHNICIAN	DAVID RHOAD																	
FIELDBOOK	229																	
JOB NUMBER	080205																	
DESCRIPTION	Re-plat																	
DRAWINGS	Lawrence & Marlene Eisenberg CAUCS Final Plat R-080205-01.dwg																	

NOTES:

1. THIS SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE, CHAPTER 202, THE CITY CODE OF AUSTIN, TEXAS, AND THE TRAVIS COUNTY CODE OF ORDINANCES, CHAPTER 285, THE TRAVIS COUNTY CODE OF ORDINANCES, AS AMENDED.

2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARDS.

3. TRAVIS COUNTY DEPARTMENT OF PUBLIC UTILITIES SHALL BE CONTACTED FOR ALL UTILITY EASEMENTS.

4. UTILITIES SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARDS AND ANY OTHER APPLICABLE REGULATIONS AND EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR TRAVIS COUNTY.

5. SITE DEVELOPMENT PERMITS PRIOR TO CONSTRUCTION EXCEPT DETACHED SINGLE FAMILY OR DUPLEX ON ANY LOT IN THIS SUBDIVISION A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.

6. DRAINAGE EASEMENTS: PROPERTY OWNER AND/OR HIS OR HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF AUSTIN OR TRAVIS COUNTY FOR INSPECTION AND MAINTENANCE.

7. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

8. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE URBAN TRANSPORTATION DEPARTMENT AND THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

9. NO FILL ON ANY LOT SHALL EXCEED A MAXIMUM OF FOUR FEET OF DEPTH EXCEPT FOR STRUCTURAL EXCAVATION. NO CUT ON ANY LOT SHALL BE GREATER THAN FOUR FEET.

10. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY AND DUPLEX CONSTRUCTION, IN ACCORDANCE WITH THE CITY OF AUSTIN'S ENVIRONMENTAL CRITERIA MANUAL.

11. VEHICULAR ACCESS FROM LOT 3 TO WESTLAKE DRIVE IS HEREBY PROHIBITED.

12. THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.

13. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS PURSUANT TO THE TERMS OF A SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN DATED JANUARY 3, 1992. THIS SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL IMPROVEMENTS NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT.

FOR THE IMPROVEMENTS AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN VOL. 0011168, PAGE 138, THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

14. CONSTRUCTION ON LOT 3 WILL NOT CAUSE PONDING, EROSION OR INCREASED FLOW ON ADJACENT PROPERTIES.

15. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE TRAVIS COUNTY WATER SYSTEM AND AN APPROVED ON-SITE SEWAGE FACILITY.

16. LOT 3 OF THE BISHOP'S BEND SUBDIVISION, RECORDED IN BOOK 9, PAGE 151 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, WAS VARIATED PURSUANT TO LOCAL GOVERNMENT CODE 212.013 AND RECORDED IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

17. AUSTIN ENERGY HAS THE RIGHTS TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 305, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

18. THE OWNER/DEVELOPER OF THIS SUBDIVISION LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 12.5 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

19. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THE PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.

20. A VARIANCE TO 30.3.191 (ALL NEW SUBDIVISIONS MUST CONSTRUCT SIDEWALKS) WAS APPROVED BY TRAVIS COUNTY COMMISSIONERS COURT ON _____.

21. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN AREAS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LDC SECTION 30.5.211.

THIS SUBDIVISION PLAT WAS FILED WITH THE CLERK OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS, ON _____ AT _____ O'CLOCK _____ M. AND FULLY RECORDED ON THE _____ DAY OF _____, 2008, AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE DEPARTMENT # _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

AFTER SETTING OF THIS PLAT, THE SURVEYOR SHALL BE RESPONSIBLE FOR THE WATER OR SEWERAGE DEVELOPMENT AND MAINTENANCE OF THE SUBDIVISION, EXCEPT AS OTHERWISE PROVIDED IN THIS PLAT.

VICTORIA J. HARRIS, SURVEYOR
WATERSHED DISTRICT 10, 1001 E. FM 1760, WAXAHACH, TEXAS 75080

APPROVED AND AUTHORIZED FOR RECORDATION BY: JOSEPH P. GIESSEN, EXECUTIVE MANAGER, TRANSPORTATION AND NATURAL RESOURCES, TRAVIS COUNTY, TEXAS. DATE: _____

JOSEPH P. GIESSEN, EXECUTIVE MANAGER, TRANSPORTATION AND NATURAL RESOURCES

TRAVIS COUNTY ON-SITE WASTE WATER PROGRAM NOTES:

1. NO CONSTRUCTION MAY BEGIN ON A LOT IN THIS SUBDIVISION UNTIL PLANS OF THE PRIVATE ON-SITE SEWAGE FACILITY HAVE BEEN SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTE WATER PROGRAM.
2. THE LOT IN THIS SUBDIVISION IS RESTRICTED TO ONE SINGLE FAMILY OR DUPLEX RESIDENCE AND RELATED STRUCTURES PER TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TITLE 30 TEXAS ADMINISTRATIVE CODE TITLE CHAPTER 285.2.196.
3. NO STRUCTURE IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
4. NO ON-SITE SEWAGE FACILITY (OSSF) MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE SEWAGE FACILITY SYSTEM BE INSTALLED WITHIN 150 FEET OF PUBLIC WATER WELL.
5. NO STRUCTURE IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE FACILITY (OSSF) WHICH HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTE WATER PROGRAM.
6. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE QUILTER HILL CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48.
7. HOMES LARGER THAN 4,000 SQ. FT. LIVING AREA ON LOTS WITH STEEP SLOPES MAY REQUIRE RETAINING WALLS WITH COMPACTED STRUCTURAL STRENGTH SOILS UPHILL FROM EACH WALL. THE RETAINING WALLS AND COMPACTED STRUCTURAL STRENGTH SOILS MAY BE REQUIRED TO SUPPORT THE INSTALLATION OF THE OSSF SO IT WILL COMPLY WITH THE REQUIREMENTS OF TCEQ TITLE 30 TAC CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48. THE RETAINING WALLS AND ANY COMPACTED SOILS REQUIRED MUST BE IN STRUCTURAL COMPACTED SOIL.
8. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTE WATER PROGRAM AND/OR LOT OWNERS IN THIS SUBDIVISION.

STACEY SCHEFFELT, PROGRAM MANAGER ON-SITE WASTE WATER PROGRAM, TRAVIS COUNTY, TEXAS

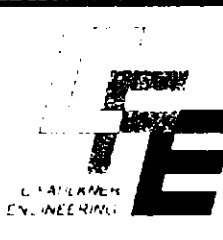
STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEVER, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT, THE WHOLE AND IF CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2008, AT _____ O'CLOCK _____ M. AND FULLY RECORDED ON THE _____ DAY OF _____, 2008, AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE DEPARTMENT # _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE CLERK OF TRAVIS COUNTY, TEXAS, THIS _____ DAY OF _____, 2008.

DANA DEBEVER, CLERK OF TRAVIS COUNTY, TEXAS
5501 AIRPORT BLVD.
AUSTIN, TEXAS 78751

DEPUTY



907 West 5th Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9471

P.O. Box 1528
Austin, Texas 78767-1528
www.clearwater.com

TRAVIS COUNTY, TEXAS	
DATE	07/11/2008
SURVEYOR	CHRISTOPHER NEWSOME, PRLS No. 5657
TECHNICIAN	SARAH PHOAO
FIELDBOOK	112
JOB NUMBER	2008-005
DESCRIPTION	N/A
DRAWINGS	J. Lutzberg Survey, CAD, Final Plat 2008-05-25N.dwg

RE-PLAT OF
LOT 3 BISHOP'S BEND
FINAL PLAT
TRAVIS COUNTY, TEXAS

CFE PLAT NO.
2089.005
2
OF 2

C FAULKNER ENGINEERING

907 West 5th Street, Suite 250
Austin, Texas 78703

PO Box 1528
Austin, Texas 78767-1528

P: 512.495.9470

F: 512.495.9473



October 29, 2008

County Judge Sam Biscoe
Travis County Commissioners Court
314 W. 11th St., #520
Austin, TX 78701
Phone: (512) 854-9555
Fax: (512) 854-9535

Sidewalk Variance Request

Eisenberg – Re-plat of Bishop’s Bend Lot 3
COA Case # C8J-2008-0175.0A

Dear Judge Biscoe:

On behalf of Mr. Larry Eisenberg, C Faulkner Engineering, LP would like to request a variance to Title 30-3-191 pertaining to the requirement of sidewalk installation in subdivisions. The only sidewalk located near the property is the sidewalk located across Cassava Drive. There are no sidewalks located along Westlake Drive and a guardrail along Westlake Drive would make it difficult to install a sidewalk. Due to the guardrail and no existing sidewalks to tie into, we humbly request a variance from Title 30-3-191.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen R. Delgado'.

Stephen R. Delgado, P.E.

23

Travis County Commissioners Court Agenda Request

Voting Session 11/18/08
(Date)

Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text:

Consider and take appropriate action on:

A. Buttross Farms Subdivision Final Plat in Precinct Four: (Short Form Plat – 9 Total Lots: 8 Single Family Lots and 1 Critical Environmental Feature (CEF) Lot – 61.79 Acres – Elroy Road – No Fiscal Required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).

B. Approved by:

Commissioner Margaret Gómez, Precinct 4

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Michael Hettenhausen: 854-7563

AB Anna Bowlin: 854-7561

Dennis Wilson: 854-4217

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

Human Resources Department (854-9165)

- ___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


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

BACK UP MEMORANDUM

November 18, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division

SUBJECT: Buttross Farms Subdivision Final Plat in Precinct 4

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Buttross Farms Subdivision Final Plat in Precinct Four (Short Form Plat – 9 Total Lots: 8 Single Family Lots and 1 Critical Environmental Feature (CEF) Lot – 61.79 Acres – Elroy Road – No Fiscal Required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 9 total lots (8 single-family lots and one critical environmental feature (CEF) lot) on 61.79 acres. There are no proposed public or private streets associated with this plat. Fiscal is not required for this short form plat. Parkland fees (in the amount of \$1,159.64) have been paid to Travis County in lieu of parkland dedication. A variance to Title 30-3-191 (to not construct sidewalks along Elroy Road or FM 812) was granted by the Commissioners' Court on October 21, 2008.

As this final plat meets all Travis County standards and has been approved by the City of Austin Zoning and Platting Commission on November 4, 2008, TNR staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:

At this time, staff has not received any inquiries from adjacent property owners. Should the case manager receive any inquiries prior to Court, an addendum to this memorandum will be presented to the Court.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

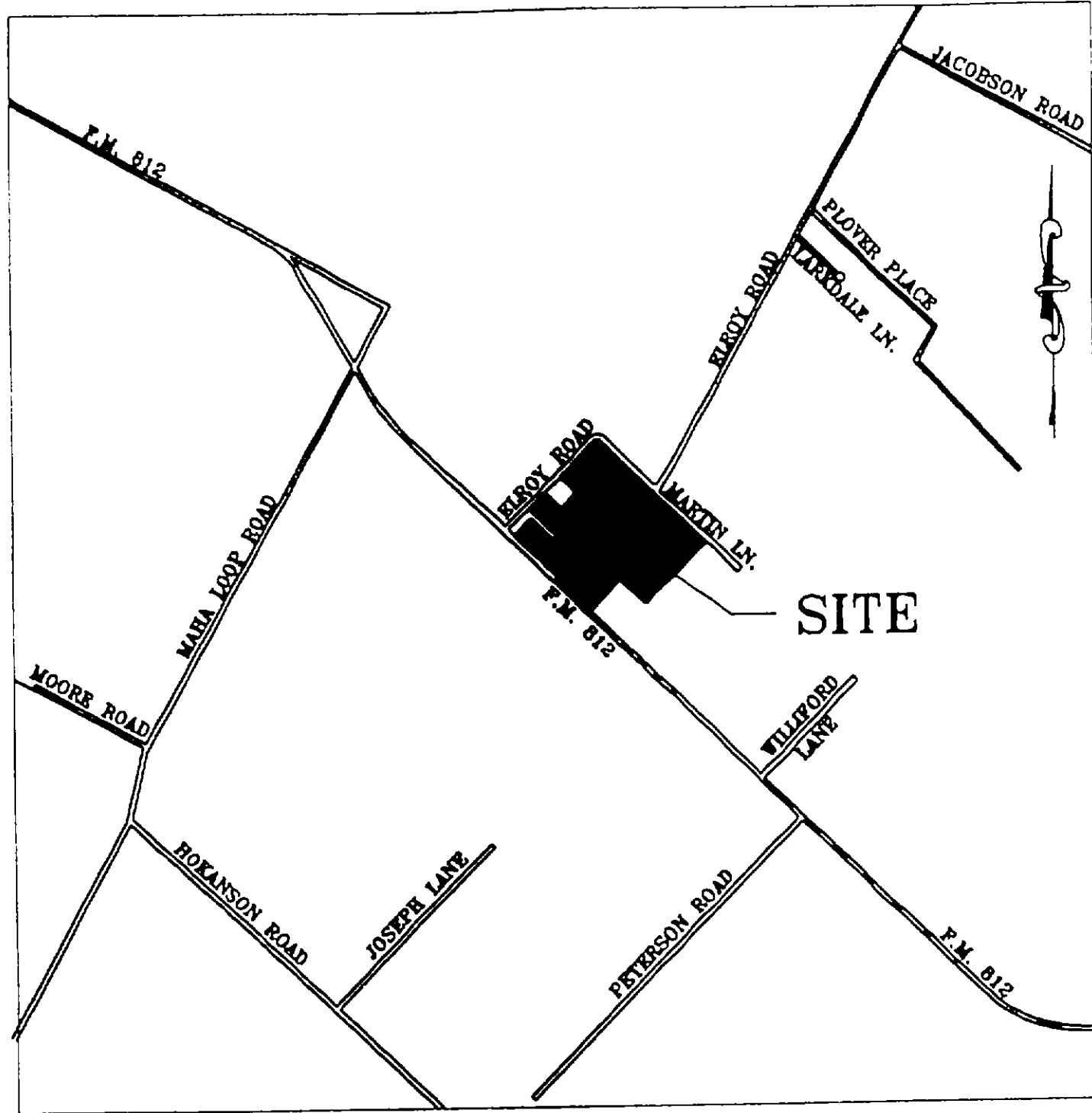
EXHIBITS:

Location map

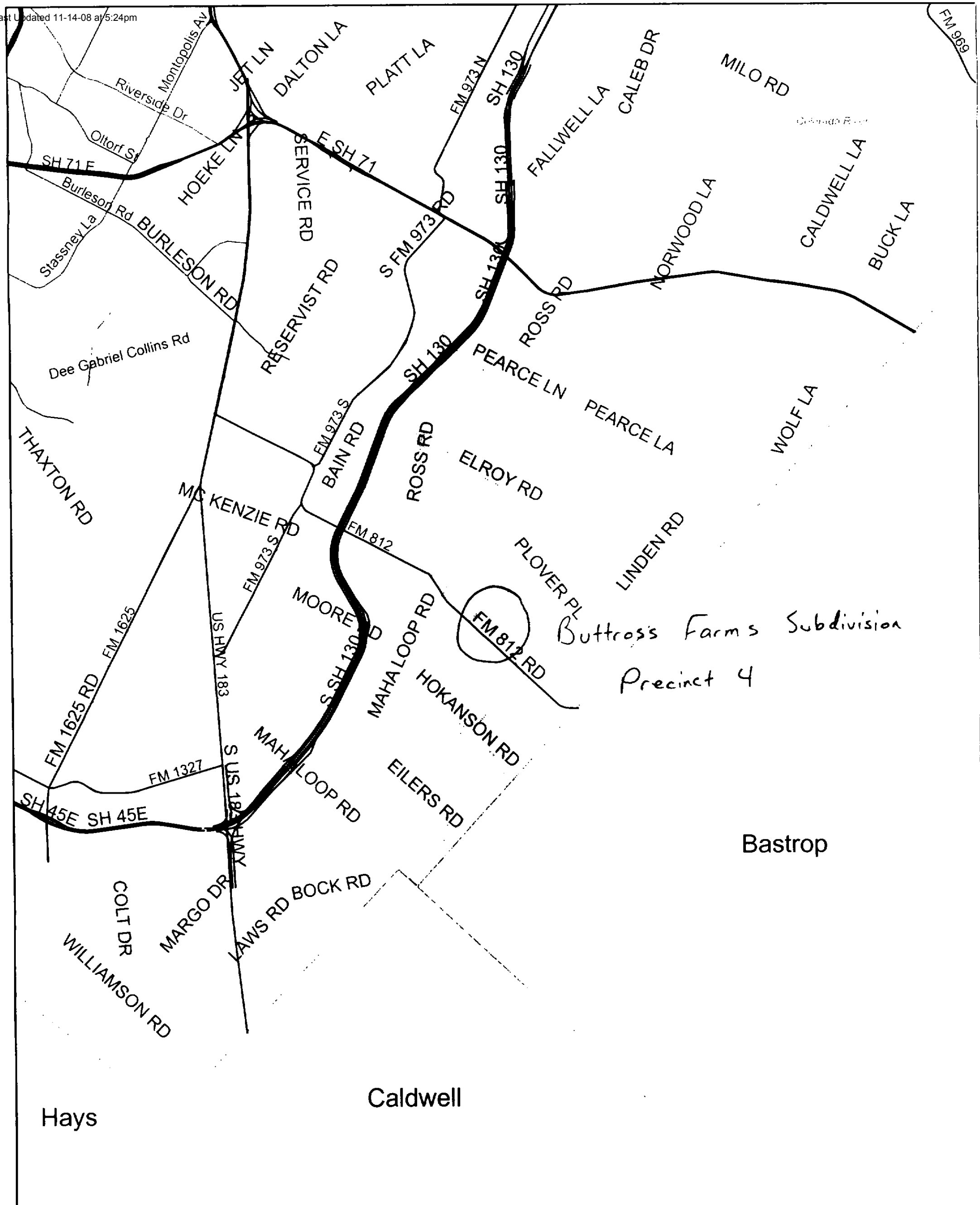
Precinct map

Proposed final plat

AMB: mph 1105

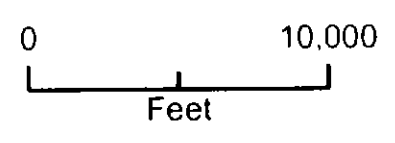


LOCATION MAP
N.T.S.



Disclaimer: Map for general reference only. Data provided "as is" with no warranties of any kind. Contact the Travis County GIS Coordinator at (512) 854-7641 for questions.

Source(s): Property Lines - TCAD 07/2007, Roads - Travis County 04/2007, Jurisdictions-06/2007, Subdivisions - July 2006, Contours - CAPCO 1997, Creeks - NHD 2005, Flood plain - FEMA Prelim 2005

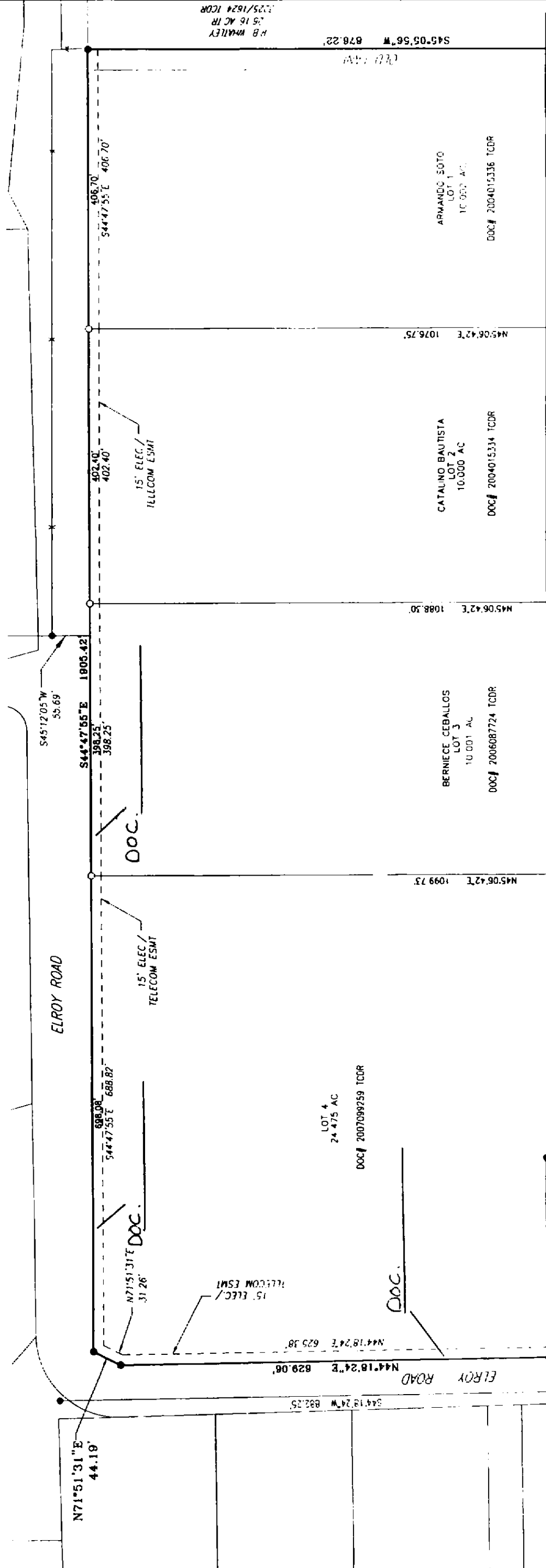
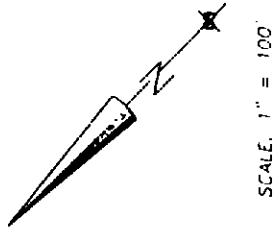


Map Prepared by Travis County Department of Transportation & Natural Resources
<http://www.co.travis.tx.us/maps>

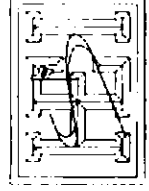
BUTTROSS FARMS SUBDIVISION

LEGEND

- PROPERTY LINE
- LOT LINE
- 15' ELEC/TELECOM EASEMENT
- ROW RESERVE
- OVERHEAD ELECTRIC LINE
- 1/2" IRON ROD W/ PLASTIC CAP SET
- 1/2" IRON ROD FOUND
- CONCRETE MONUMENT SET
- CONCRETE MONUMENT FOUND
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- BENCH MARK
- CRITICAL ENVIRONMENTAL FEATURE OFFSET



MATCHLINE - SEE SHEET 4 OF 4



**BUTTROSS FARMS
SUBDIVISION**

HOWARD ENGINEERS, INC.
4303 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0881
Fax: (512) 440-0880
Email: hct@howardengineers.com

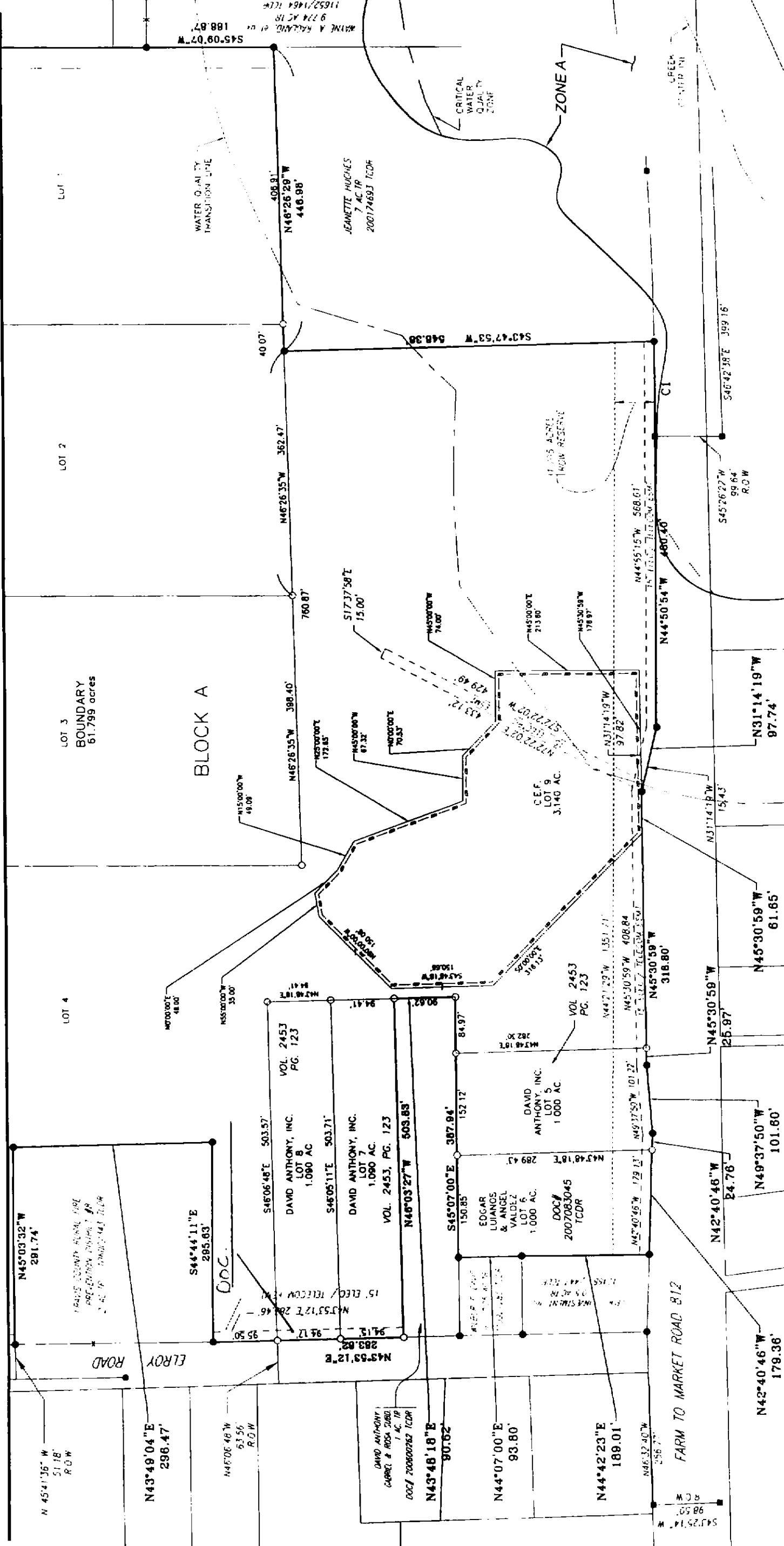
CASE NO: CBJ-2007-0134.0A
FILING DATE: JUNE 2007

SHEET 3 OF 4

CURVE TABLE

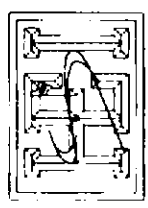
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST
CT	123.29°	5779.58'	140.35'	70.18'	N 45°08'53" W	140.35'

MATCHLINE - SEE SHEET 3 OF 4



**BUTTROSS FARMS
SUBDIVISION**

HOWARD ENGINEERS, INC.
 4303 Russell Drive
 Austin, Texas 78704
 Phone: (512) 448-0881
 Fax: (512) 448-0889
 Email: hef@howardengineers.com



BUTTROSS FARMS SUBDIVISION

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT RYZ EUBOY ESTATES, L.P. BEING THE OWNER OF THAT CERTAIN TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED MAY 2, 2007 AND DESCRIBED IN DOCUMENT NO. 200709259 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY Franco Patil 10/10/08 DATE
FRANCO PATIL GENERAL PARTNER

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10th DAY OF October, 2008.
BY Franco Patil
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: February 08, 2012

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT Armando Soto OF THAT CERTAIN 10,002 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED JANUARY 23, 2004 AND DESCRIBED IN DOCUMENT NO. 2004015336 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY Armando Soto 10-20-08 DATE
ARMANDO SOTO

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20th DAY OF October, 2008.
BY Armando Soto
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: February 08, 2012

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT CATALINO BAUTISTA, BEING THE OWNER OF THAT CERTAIN 10,000 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED JANUARY 23, 2004 AND DESCRIBED IN DOCUMENT NO. 2004015336 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY Catalino Bautista DATE
CATALINO BAUTISTA

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20th DAY OF October, 2008.
BY Catalino Bautista
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: September 07, 2009

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT BERNICE CEBALLOS BEING THE OWNER OF THAT CERTAIN 10,001 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED MARCH 31, 2006 AND DESCRIBED IN DOCUMENT NO. 2006087724 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY Bernice Ceballos DATE
BERNICE CEBALLOS

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10th DAY OF October, 2008.
BY Bernice Ceballos
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: February 08, 2012

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT EDGAR LUVANOS AND ANGEL VALDEZ BEING THE OWNERS OF THAT CERTAIN 1,000 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED MAY 2, 2007 AND DESCRIBED IN DOCUMENT NO. 2007083045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY Edgar Luvanos DATE
EDGAR LUVANOS

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10th DAY OF October, 2008.
BY Angel Valdez
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: February 08, 2012

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT DAVID ANTHONY, INC. BEING THE OWNERS OF THAT CERTAIN 3,180 ACRE TRACT OF LAND, THE TRAVIS COUNTY, TEXAS, AND BEING A PART OF THE 68 ACRE TRACT DESCRIBED IN A SURVEY BY R.H. NELSON ET AL. TO LILLIAN NELSON BLOMQUIST DATED MAY 2, 1982 RECORDED IN VOLUME 2453 PAGE 123, TRAVIS COUNTY DEED RECORDS, IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

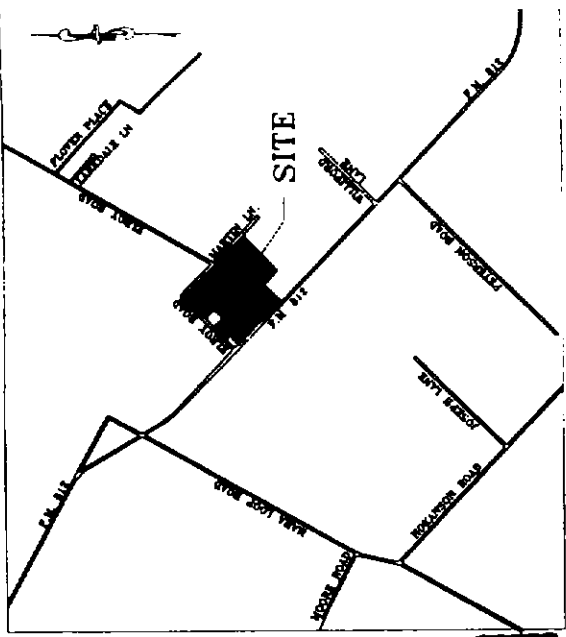
BY David Anthony, Inc DATE
DAVID ANTHONY, INC.
A TEXAS CORPORATION

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10th DAY OF October, 2008.
BY David Anthony, Inc
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: February 08, 2012

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 19th DAY OF October, 2008.
BY David Anthony, Inc
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: February 08, 2012



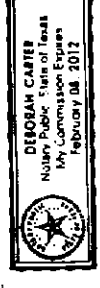
LOCATION MAP
N.T.S.

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 10th DAY OF October, A.D. AT 0 O'CLOCK M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 2008000000 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

WITNESS MY HAND AND SEAL OF THE COUNTY COURT, THE 10th DAY OF October, 2008.
DANA DEBAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY



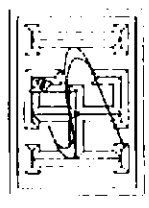
WATERSHED STATUS:
NO PORTION OF THIS SUBDIVISION IS WITHIN THE DESIGNATED 1,000 HAZARDOUS AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) SPECIAL STUDY MAP. FURTHER INFORMATION IS AVAILABLE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AT 4333 RUSSELL DRIVE, WASHINGTON, DC 20535.



Charles E. Howard
HOWARD ENGINEERS, INC.
4333 RUSSELL DR.
AUSTIN, TEXAS 78704
PHONE: (512) 448-0881
FAX: (512) 448-0889
Email: choward@howard-engineers.com

BUTTROSS FARMS
SUBDIVISION

HOWARD ENGINEERS, INC.
4333 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0881
Fax: (512) 448-0889
Email: choward@howard-engineers.com



DEVELOPER INFORMATION:

OWNERS:
 DAVID ANTHONY INC
 PO BOX 5396
 AUSTIN, TX 78763
 ARMANDO SOTO
 407 TREYS WAY
 AUSTIN, TX 78745
 BERNICE CEBALLOS
 5839 COUNTRY MESA CIRCLE
 DEL VALLE, TX 78617
 CATALINO BAUTISTA
 407 TREYS WAY
 AUSTIN, TX 78745
 812 ELROY ESTATES, L.P
 833 CASTLE RIDGE ROAD
 AUSTIN, TX 78746
 EDGAR LUDWIGS & ANGEL VALDEZ
 128 CREEKWOOD TRAIL
 AUSTIN, TX

DEVELOPER:
 DAVID BUTTROSS,
 7001 CAMERON RD #100
 AUSTIN, TEXAS 78754
 (512) 330-0888

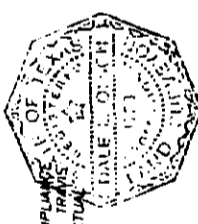
SURVEYOR:
 DALE L OLSON R.P.L.S. #1753
 711 WALTER STREET
 BASTROP TEXAS
 (512) 571-5476

ENGINEER:
 CHARLES F HOWARD, P.E. #25321
 HOWARD ENGINEERS, INC
 4303 RUSSELL DRIVE
 AUSTIN, TX 78704
 (512) 448-0881

ELECTRIC:
 AUSTIN ENERGY
 721 BANTON SPRINGS RD
 AUSTIN, TEXAS 78724-1174
 (512) 494-9400

- PLAT NOTES**
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER UTILITY SYSTEM AND AN ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY TRAVIS COUNTY.
 - THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN WATER UTILITY SYSTEM (WATER) THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
 - THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLACING MAY BE REQUIRED, AT THE OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
 - A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED FOR THIS PROJECT.
 - CITY OF AUSTIN WATER SERVICE IS LIMITED TO CONSTRUCTIVE WORK.
 - FIRE PROTECTION WILL BE DISTRICT REQUIREMENTS.
 - A VARIANCE TO TITLE 30-3-191 (REQUIRES NEW SUBDIVISIONS TO CONSTRUCT SIGNWALKS) WAS APPROVED BY TRAVIS COUNTY COMMISSIONERS' COURT ON 04/21/2008.
- ELECTRIC NOTES:**
- AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH 25-8 SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
 - ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED FOR INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL VEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL MAINTAIN THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS SUBDIVISION. PROPOSED PROJECT THE OWNERS SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.

- ENVIRONMENTAL NOTES**
- THIS SUBDIVISION IS LOCATED IN THE MAMA WATERSHED. MAMA IS CLASSIFIED AS A SUBURBAN WATERSHED. WITHIN A 4187 ACRE CONTIGUOUS WATERSHED UPSTREAM OF THIS SUBDIVISION THIS SUBDIVISION IS NOT LOCATED OVER FLOODING ADJACENT RECHARGE ZONE.
 - EROSION/SEDIMENTATION CONTROL PLAN CONSTRUCTION, PURSUANT TO LDC SECTION 30-3-181, INCLUDING EROSION CONTROL CRITERIA MANUAL.
 - NO CONSTRUCTION ON SLOPES EXCEEDING 25% IS PROHIBITED.
 - NO DEVELOPMENT IS ALLOWED ON LOT 9 WHICH ENCOMPASSES A CRITICAL ENVIRONMENTAL FEATURE. ALL ACTIVITIES WITHIN THE WATERSHED CRITICAL ENVIRONMENTAL FEATURE SETBACK MUST COMPLY WITH TITLE 30 (30-5). THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM PRACTICABLE EXTENT. CONSTRUCTION IS PROHIBITED, AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
- GENERAL NOTES:**
- TOTAL ACREAGE: 61.798 ACRES
 TOTAL ACREAGE: 1,705 ACRES CAMPO 2030 RESERVE
 TOTAL LINEAR FEET OF PUBLIC STREET: 0 L.F.
 TOTAL NUMBER OF LOTS: 9



COMMISSIONERS' COURT RESOLUTION

IN APPROVING THIS PLAN, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, BRIDGES, AND OTHER IMPROVEMENTS SHOWN ON THIS PLAN OR ANY BRIDGES OR PUBLIC IMPROVEMENTS SHOWN ON THIS PLAN. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAN, AND ALL BRIDGES AND TOWERS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC IMPROVEMENTS OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS.

THE OWNERS OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS TO SECURE THIS OBLIGATION. THE OWNERS MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNERS' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS, AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAN BY THE COMMISSIONERS' COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE ___ DAY OF _____, 20__.

 CLAYVE HANMOND

 BETTY BAKER

SURVEYORS' CERTIFICATION

I, DALE L. OLSON, AM AUTHORIZED UNDER THE LAW OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND TO CERTIFY THAT THIS PLAN COMPLES WITH AND IS IN COMPLIANCE WITH TITLE 30 AS AMENDED OF THE TEXAS LOCAL GOVERNMENT CODE AND CHAPTER 82 OF THE TRAVIS COUNTY LOCAL GOVERNMENT CODE. THIS PLAN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND.

Dale L. Olson 9/25/08 DATE
 DALE L. OLSON R.P.L.S. #1753
 711 WALTER STREET
 BASTROP, TEXAS
 512-371-5476

WATERSHED PROTECTION AND DEVELOPMENT:

ON THIS SUBDIVISION PLAT IS LOCATED WITHIN THE _____ OF THE CITY OF AUSTIN ON THIS THE ___ DAY OF _____, 20__.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE ___ DAY OF _____, 20__.

 WATERSHED PROTECTION AND DEVELOPMENT REVIEW

TRAVIS COUNTY (TC) ON-SITE WASTEWATER PROGRAM NOTES:

- NO CONSTRUCTION MAY BEGIN ON A LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE FACILITY (OSSF) ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- EACH LOT IN THIS SUBDIVISION IS RESTRICTED TO ONE SINGLE FAMILY RESIDENCE ONLY, PER TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TITLE 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 285.2(66).
- NO STRUCTURE IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM. CITY OF AUSTIN WATER UTILITY SYSTEM IS SCHEDULED TO PROVIDE WATER FOR THE NINE (9) LOTS IN SUBDIVISION.
- NO ON-SITE SEWAGE FACILITY (OSSF) MAY BE INSTALLED WITHIN TEN (10) FEET OF A POTABLE SUPPLY LINE, OR A POTABLE WATER SPRINKLER SUPPLY LINE.
- NO STRUCTURE IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE FACILITY (OSSF) WHICH HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TCEQ TITLE 30 TAC CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48.
- ON LOTS 7 (SEVEN) AND 8 (EIGHT), BUILDING PRESENCE LARGER THAN 4,000 SQUARE FEET (SINGLE STORY OR FIRST STORY SLAB AREA) MAY NOT BE POSSIBLE DUE TO LOT SIZE.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS IN THIS SUBDIVISION.

 PHILIP G. PETERSON
 ON-SITE WASTEWATER PROGRAM
 TRAVIS COUNTY TEXAS

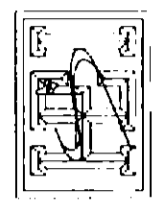
 DATE

LAND USE TABLE

LOT	DESIGNATED USE	ACRES
1	SINGLE FAMILY	10.002
2	SINGLE FAMILY	10.000
3	SINGLE FAMILY	10.001
4	SINGLE FAMILY	24.475
5	SINGLE FAMILY	1.000
6	SINGLE FAMILY	1.000
7	SINGLE FAMILY	1.090
8	SINGLE FAMILY	1.090
9	C.E.F.	3.140
9	LOTS TOTAL	61.798

**BUTTROSS FARMS
 SUBDIVISION**

HOWARD ENGINEERS, INC.
 4303 Russell Drive
 Austin, Texas 78704
 Phone: (512) 448-0881
 Fax: (512) 448-0889
 Email: hrd@howardengineers.com



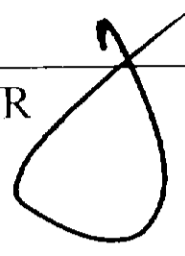
24

Travis County Commissioners Court Agenda Request

Voting Session 11/18/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR



B. Requested Text:

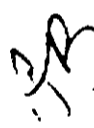
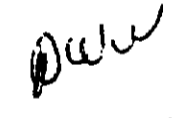
Consider and take appropriate action on the acceptance of dedication of street and drainage facilities for Hornsby Glen Subdivision, Phase One – a subdivision in Precinct One.

C. Approved by: _____
Commissioner Ron Davis, Precinct One

II. A. Is backup material attached*? Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____

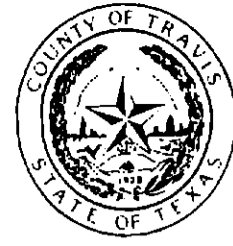
Please list those contacted and their phone numbers:

 Anna Bowlin	- 854-9383	Don Ward 	- 854-9383
Jamie Mancillas	- 854-9383	Gayla Dembkowski	- 854-9383
Howard Herrin	- 854-9383		

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: October 29, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., Division Director – Road Maintenance and Fleet Services

SUBJECT: Consider and take appropriate action on the acceptance of dedication of street and drainage facilities for Hornsby Glen Subdivision, Phase One – a subdivision in Precinct One.

Summary and TNR Staff Recommendation

Hornsby Glen, Phase One was recorded on September 24, 2008 at Document #200800276. This subdivision has been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year Performance Period has ended.

The completed sidewalks within this subdivision have been inspected by a Registered Accessibility Specialist and found to be in substantial compliance with the Texas Architectural Barriers Act. The stop signs are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Hornsby Glen Subdivision, Phase One is accessed from FM 973, a street maintained by the State of Texas. This action will add a total of 0.70 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

None.

Issues and Opportunities:

None.

Required Authorizations:

Road Maintenance and Fleet Services Department.

October 29, 2008

Page 2

Exhibits:

TNR Approval Letter

RAS Inspection Approval

City of Austin Approval Letter

List of streets (1)

Requirements for Approval

Maps

PS:DW:ps

1105 Hornsby Glen Subdivision, Phase One



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: August 29, 2008

DEVELOPER:

Main Street, Ltd.
7447 Bee Cave Rd., #150
Austin, TX 78746

ENGINEER:

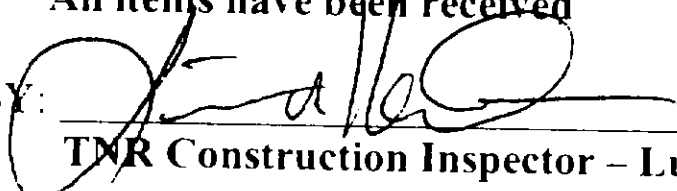
Gray Jansing & Associates, Inc.
8217 Shoal Creek Blvd., #200
Austin, TX 78757


SUBJECT: Hornsby Glen, Phase 1

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

All items have been received

BY: 
TNR Construction Inspector – Lucious Henderson


TNR Engineering Specialist – Paul Scoggins

1102 fiscal file
1105 Subdivision File

Rob Roy Parnell, Architect
Registered Accessibility Specialist No. 184
237 Swiftwater Cove
Dripping Springs, TX 78620
VOX 512.784.3699 / FAX 512.858.9785
rparnell@austin.rr.com

June 12, 2008

Mr. Chad Harkin
Land Development Manager
MainStreet Homes
3815 Capital of Texas Highway, Ste 100
Austin, TX 78704

Re: Hornsby Bend Curb Ramps

Dear Mr. Harkin,

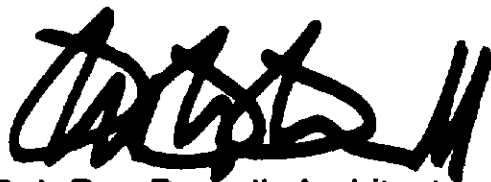
Per your request, I conducted an inspection of the curb ramps at the referenced subdivision.

Measurements were taken with a "smart level" to determine if the slopes of the curb ramps were in compliance with the Texas Accessibility Standards. Measurements of the both sides of each curb ramp along with the truncated dome sloped area were performed.

All curb ramps were found to be in compliance with the required slopes and the horizontal projections of all the curb ramps were less than 6 feet and therefore meet the requirements with the maximum horizontal projection of 6'.

Questions concerning this matter should be directed to Rob Roy Parnell at (512) 784-3699.

Sincerely,



Rob Roy Parnell, Architect
Registered Accessibility Specialist No. 184



City of Austin

Founded by Congress, Republic of Texas, 1839
Watershed Protection and Development Review Department
P.O. Box 1088, Austin, Texas 78767

October 17, 2008

Main Street, Ltd
7447 Bee Cave Road., #150
Austin, TX 78746

RE: FINAL ACCEPTANCE
Project Name: Hornsby Glen Phase 1
Subdivision Development Number: C8J-04-0041.1B Job ID No. C-2007-0686

To Whom It May Concern:

Effective October 16, 2008, the street, drainage, water and wastewater construction requirements in the above subdivision plan have been fulfilled in accordance with current Construction Documents approved by the Watershed Protection and Development Review Department.

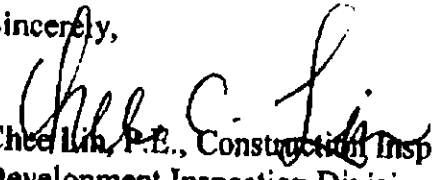
The City of Austin does not accept the street improvements listed on Attachment #1 for maintenance but will notify Travis County. The City of Austin does accept the drainage improvements listed on Attachment #1 for maintenance except for the water quality pond. The City of Austin will accept the water quality pond for maintenance only upon satisfactory completion of the warranty period. Before expiration of the warranty period, and before the City will accept the pond for maintenance, the Owner must provide vegetation control, remove all build up of sediment and debris in the pond, and meet the City's restoration requirements.

The water and wastewater improvements will be owned, operated and maintained by the City of Austin.

The consulting engineer representing you has indicated concurrence with the City's acceptance on Attachment #2. The contractor is warranting their workmanship and materials against defects for one (1) year from October 16, 2008.

The Owner has signed an "Agreement for Installation and Maintenance of Temporary and Permanent Erosion and Sedimentation Controls/Pre-Existing Fiscal Security" with the Environmental Inspection Workgroup of the Watershed Protection and Development Review Department. Internal Fiscal Security for permanent erosion/sedimentation controls and/or water quality controls will be retained until permanent revegetation has been established and the water quality controls for this project meet the requirements of the Austin City Code and the Environmental Criteria Manual. If you have any questions regarding fiscal release, please contact the fiscal officer, Carol Mangrich at 974-2771.

Sincerely,


Chee Lin, P.E., Construction Inspection
Development Inspection Division
Watershed Protection and Development Review Department

CL:bh

- cc: Henry Casas, P.E. WPDR
- Frank Kopic, WPDR
- Mark Mauldin, WPDR
- Charles Capel, Financial Services Dept.
- Cash Construction Co, Inc.
- Donald K. Bayea, P.E., Gray, Jansing
- Fidelity & Deposit Co of Maryland
- Bond No. MTN8926965
- Bond No. CSB8926976
- Alan Hughes, P.E., PW
- Sam West, Street & Bridge, PW
- Stephanie Jensen, CTECC
- Christine Thies, AFD
- Leo Rios, AFD
- Sara McCallum, CTM
- Ngoc Minh Bruce, Public Works
- Suzanne Terrazas, Public Works
- Carol Mangrich, WPDR
- Pond Group, WPDR
- Kurtis Wilmsen, WPDR
- Judy Fowler, Austin Energy
- Kirk Obst, AWU
- Omoruyi Ebomwonyi, AWU
- Steve Hutton, AWU
- Doina Toma, AWU
- Mike Alvarado, AWU
- Robby McArthur, AWU
- Danny McNabb, WPDR
- Amie Egbert, WPDR
- John Williamson, WPDR
- Barbara Boswell, WPDR
- Darla Vasterling, Travis County
- Texas Department of Transportation
- David P. Rodriguez, WPDR
- Karol Menhard, WPDR
- Project Files

Hornsby Glen Phase I (fa)

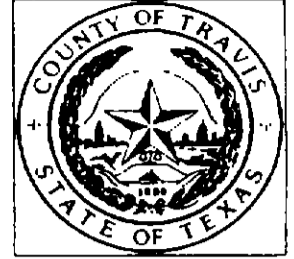
6303210025 & 6303210026

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
Mapsco No. 647L

Hornsby Glen Subdivision, Phase One

Pct.# 1
Atlas No. G-10



PHASE ONE IS RECORDED AT DOC #200800276 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 9/24/08

THIS SUBDIVISION CONTAINS 5 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF		CURB & GUTTER
						PVMNT	PVMNT	
1	Thyone Drive	Intersection w/FM 973 east to SE corner of Lot 17, Blk Q	745	0.14	50'	HMAC	30' F-F	YES
2	Aitne Lane	Intersection w/Elara Dr east to Kale Dr	405	0.08	50'	HMAC	30' F-F	YES
3	Leda Lane	Intersection w/Elara Dr east to Kale Dr	386	0.07	50'	HMAC	30' F-F	YES
4	Elara Drive	cul de sac w/50'-radius south to cul de sac w/60'-radius	1371	0.26	50'	HMAC	30' F-F	YES
5	Kale Drive	Intersection w/Thyone Dr south to cul de sac w/50'-radius	766	0.15	50'	HMAC	30' F-F	YES
Total Footage/Mileage			3673	0.70				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 126

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-5

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-5 TOTALING 0.70 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1.

18-Nov-08

DATE

- DP = DOUBLE PENETRATION
- HMAC = HOT MIX ASPHALT
- C = CONCRETE
- UPP = UNPAVED, PIT RUN
- UPS = UNPAVED, SELECT

Don W. Ward 10/31/08

Don W. Ward, PE
Division Director
Road Maintenance & Fleet Services

DATE APPROVED BY COMMISSIONERS' COURT



TRANSPORTATION & NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

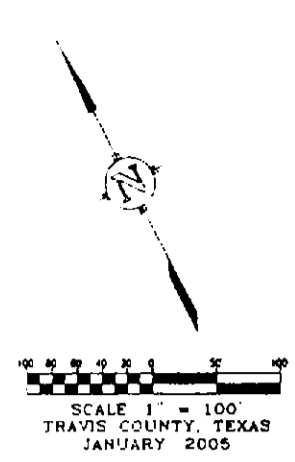
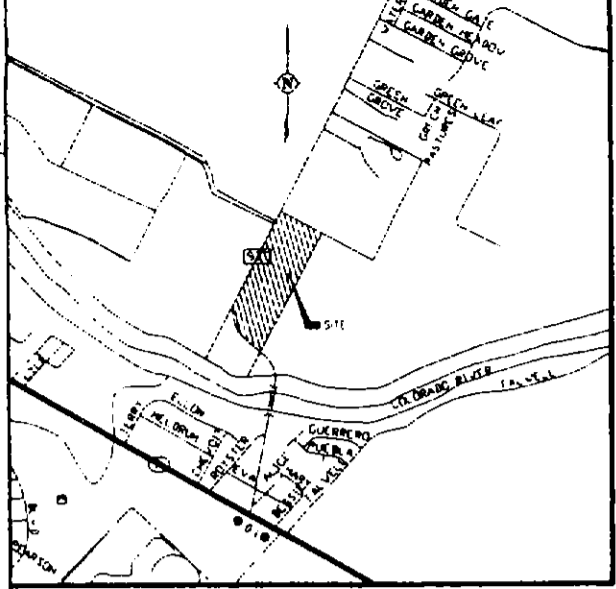
HORNSBY GLEN PHASE ONE
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- RCV'D 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- RCV'D 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- RCV'D 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- RCV'D 4. Reproducible Plans, certified as "**Record Drawings**" or "**As Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- RCV'D 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 8/29/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 10/24/08 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. License Agreement (**If there are private improvements in Public ROW.**)

200800276

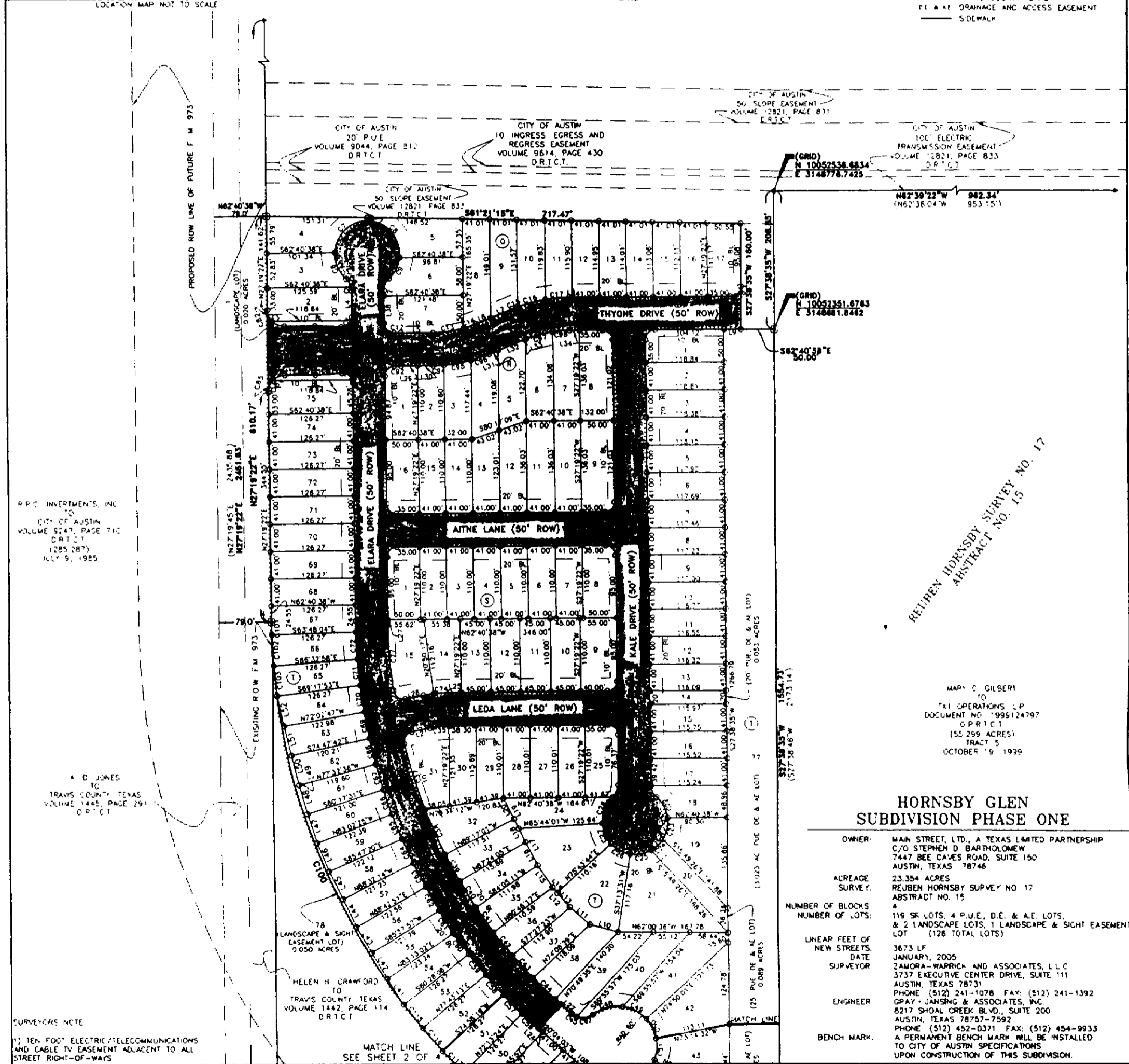
Last Updated 11-14-08 at 5:24pm

HORNSBY GLEN SUBDIVISION PHASE ONE



- LEGEND:**
- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD SET WITH CAP UNLESS OTHERWISE NOTED
 - ▲ NAIL FOUND
 - CONCRETE MONUMENT SET
 - ⊕ BENCH MARK BRASS DISK
 - Ⓚ BLOCK LETTER
 - PUE PUBLIC UTILITY EASEMENT
 - ROW RIGHT OF WAY
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.F.E. PROPOSED FINISH FLOOR ELEVATION
 - D.R.T.C.T. DEED RECORDS TRAVIS COUNTY TEXAS
 - P.L.R. PLAT RECORDS TRAVIS COUNTY TEXAS
 - O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
 - D.E. & A.E. DRAINAGE AND ACCESS EASEMENT
 - SIDEWALK

HORNSBY GLEN, LTD.
DOCUMENT NO. 200800348
O.P.R.T.C.T.



R.P.C. INVESTMENTS, INC.
TO
CITY OF AUSTIN
VOLUME 9044, PAGE 212
D.R.T.C.T.
(285 287)
JULY 9, 1985

A. D. JONES
TO
TRAVIS COUNTY, TEXAS
VOLUME 1442, PAGE 291
D.R.T.C.T.

SURVEYOR'S NOTE
1) TEN FOOT ELECTRIC/TELECOMMUNICATIONS AND CABLE TV EASEMENT ADJACENT TO ALL STREET RIGHT-OF-WAYS

CITY OF AUSTIN
50' SLOPE EASEMENT
VOLUME 12821, PAGE 833
D.R.T.C.T.

CITY OF AUSTIN
100' ELECTRIC TRANSMISSION EASEMENT
VOLUME 12821, PAGE 833
D.R.T.C.T.

REUBEN HORNSBY SURVEY NO. 17
ABSTRACT NO. 15

MARY C. GILBERT
TO
TRI OPERATIONS, L.P.
DOCUMENT NO. 1999124797
O.P.R.T.C.T.
(55 299 ACRES)
TRACT 5
OCTOBER 19, 1999

HORNSBY GLEN SUBDIVISION PHASE ONE

OWNER: MAIN STREET, LTD., A TEXAS LIMITED PARTNERSHIP
C/O STEPHEN D. BARTHOLOMEW
7447 BEE CAVES ROAD, SUITE 150
AUSTIN, TEXAS 78746

ACREAGE SURVEY: 23.354 ACRES
REUBEN HORNSBY SURVEY NO. 17
ABSTRACT NO. 15

NUMBER OF BLOCKS: 4
NUMBER OF LOTS: 119 SR LOTS, 4 P.U.E., D.E. & A.E. LOTS, & 2 LANDSCAPE LOTS, 1 LANDSCAPE & SIGHT EASEMENT LOT (126 TOTAL LOTS)

LINEAR FEET OF NEW STREETS: 3673 LF
DATE SURVEYED: JANUARY, 2005
SURVEYOR: ZAMORA-WARRICK AND ASSOCIATES, L.L.C.
3737 EXECUTIVE CENTER DRIVE, SUITE 111
AUSTIN, TEXAS 78731

ENGINEER: GRAY JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE (512) 241-1078 FAX: (512) 241-1392

BENCH MARK: A PERMANENT BENCH MARK WILL BE INSTALLED TO CITY OF AUSTIN SPECIFICATIONS UPON CONSTRUCTION OF THIS SUBDIVISION.

PROJECT: HORNSBY GLEN PH 1
JOB NUMBER: 04-010-03
DATE: JANUARY, 2005
SCALE: 1" = 100'
SURVEYOR: WDW
TECHNICIAN: D. CHAPMAN
DRAWING: 04-010-03.dwg
FIELD NOTES: 112-01
PARTY CHIEF: C. LAMB
FIELD BOOKS: 112-01

Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
3737 Executive Center Drive, Suite 111 • Austin, Texas 78731
Telephone (512) 241-1078 • Fax (512) 241-1392

PROJECT NO.: ...
FILE NO.: ...
DATE: JANUARY, 2005
SCALE: 1" = 100'

DESIGNED BY: ...
DRAWN BY: ...
CHECKED BY: ...
REVISED BY: ...

GRAY JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512) 452-0371 FAX: (512) 452-9933

HORNSBY GLEN SUBDIVISION PHASE ONE

C8J-04-0041.1A

SHEET
1
OF
4

ZWA PLAT No.
04-010-03

HORNSBY GLEN SUBDIVISION PHASE ONE

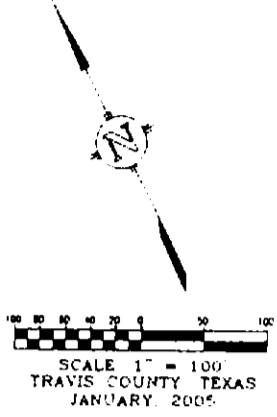
HORNSBY GLEN SUBDIVISION PHASE ONE

OWNER: MAIN STREET, L.L.C. A TEXAS LIMITED PARTNERSHIP
 C/O STEPHEN D. BARTHOLOMEW
 7447 BEE CAVES ROAD, SUITE 15C
 AUSTIN, TEXAS 78746

ACREAGE SURVEY: 23.354 ACRES
 REUBEN HORNSBY SURVEY NO. 17
 ABSTRACT NO. 15

NUMBER OF BLOCKS: 4
 NUMBER OF LOTS: 119 SF LOTS, 4 P.U.E., D.E. & A.E. & 2 LANDSCAPE LOT, 1 LANDSCAPE & SIGHT EASEMENT LOT (126 TOTAL LOTS)

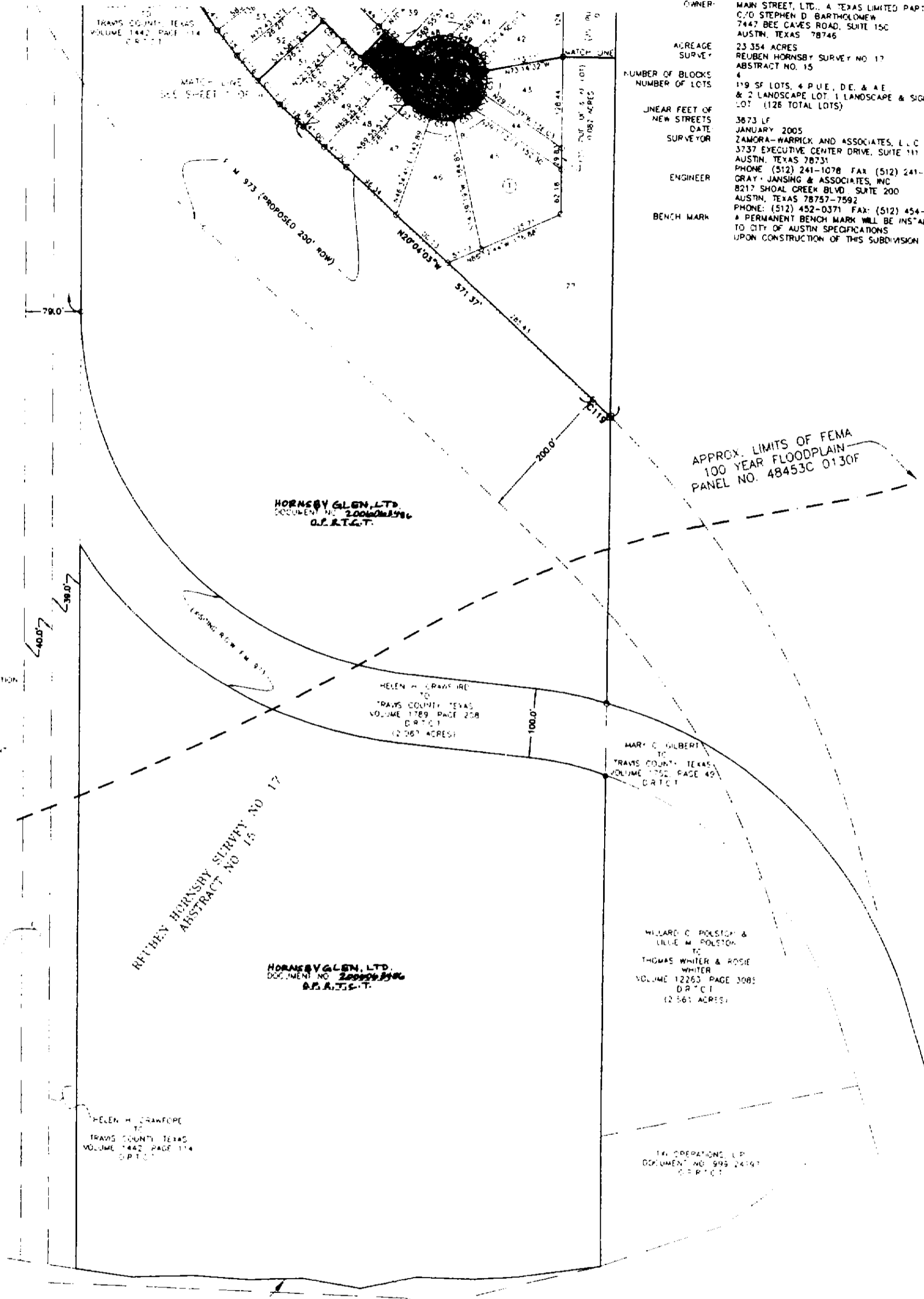
LINEAR FEET OF NEW STREETS: 3873 LF
 DATE: JANUARY 2005
 SURVEYOR: ZAMORA-WARRICK AND ASSOCIATES, L.L.C.
 3737 EXECUTIVE CENTER DRIVE, SUITE 111
 AUSTIN, TEXAS 78731
 PHONE: (512) 241-1078 FAX: (512) 241-1392
 ENGINEER: GRAY JANSING & ASSOCIATES, INC.
 8217 SHOAL CREEK BLVD. SUITE 200
 AUSTIN, TEXAS 78757-7592
 PHONE: (512) 452-0371 FAX: (512) 454-9933
 BENCH MARK: A PERMANENT BENCH MARK WILL BE INSTALLED TO CITY OF AUSTIN SPECIFICATIONS UPON CONSTRUCTION OF THIS SUBDIVISION



P.P.C. INVESTMENTS INC.
 TO
 CITY OF AUSTIN
 VOLUME 9247 PAGE 710
 D.P.C.T.
 (285 287)
 JULY 5, 1985

LEGEND:

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET WITH CAP UNLESS OTHERWISE NOTED
- ▲ NAIL FOUND
- ⊠ CONCRETE MONUMENT SET
- ⊙ BENCH MARK BRASS DISK
- ⊙ BLOCK LETTER
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- P.B. POINT OF BEGINNING
- P.C. POINT OF COMMENCEMENT
- P.F.E. PROPOSED FINISH FLOOR ELEVATION
- P.R.C. DEED RECORDS TRAVIS COUNTY TEXAS
- P.P.R.C. PLAT RECORDS TRAVIS COUNTY TEXAS
- C.P.R.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
- D.E. & A.E. DRAINAGE AND ACCESS EASEMENT SIDEWALK



APPROX. LIMITS OF FEMA
 100 YEAR FLOODPLAIN
 PANEL NO. 48453C 0130F

REUBEN HORNSBY SURVEY NO. 17
 ABSTRACT NO. 15

HORNSBY GLEN, LTD.
 DOCUMENT NO. 2000041596
 D.P.R.C.T.

MARC C. GILBERT
 TO
 TRAVIS COUNTY, TEXAS
 VOLUME 1752 PAGE 49
 D.P.C.T.

WILLARD C. POLSTON &
 LILLIE M. POLSTON
 TO
 THOMAS WHITER & ROSIE
 WHITER
 VOLUME 12263 PAGE 3085
 D.P.C.T.
 (2 561 ACRES)

TX OPERATIONS, L.P.
 DOCUMENT NO. 995 24197
 D.P.C.T.

HELEN H. CRAWFORD
 TO
 TRAVIS COUNTY, TEXAS
 VOLUME 1442 PAGE 114
 D.P.C.T.

SURVEYORS NOTE:
 1) TEN FOOT ELECTRIC/TELECOMMUNICATIONS AND CABLE TV EASEMENT ADJACENT TO ALL STREET RIGHT-OF-WAYS

PROJECT:	HORNSBY GLEN PH 1
JOB NUMBER:	04-010-03
DATE:	JANUARY, 2005
SCALE:	1" = 100'
SURVEYOR:	WDW
TECHNICIAN:	D. CHAPMAN
DRAWING:	04-010-03-dwg
FIELDNOTES:	112-01
PARTYCHIEF:	C. LAMB
FIELDBOOKS:	112-01

ZWA 

Zamora-Warrick & Associates, L.L.C.
 Professional Land Surveyors
 3737 Executive Center Drive, Suite 111 • Austin, Texas 78731
 Telephone: (512) 241-1078 • Fax (512) 241-1392

PROJECT NO:	DESIGNED BY:
FILE NO:	DRAWN BY:
DATE:	JANUARY, 2005
SCALE:	1" = 100'
	CHECKED BY:
	REVISED BY:

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

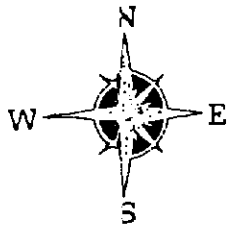
HORNSBY GLEN SUBDIVISION PHASE ONE

C8J-04-0041.A

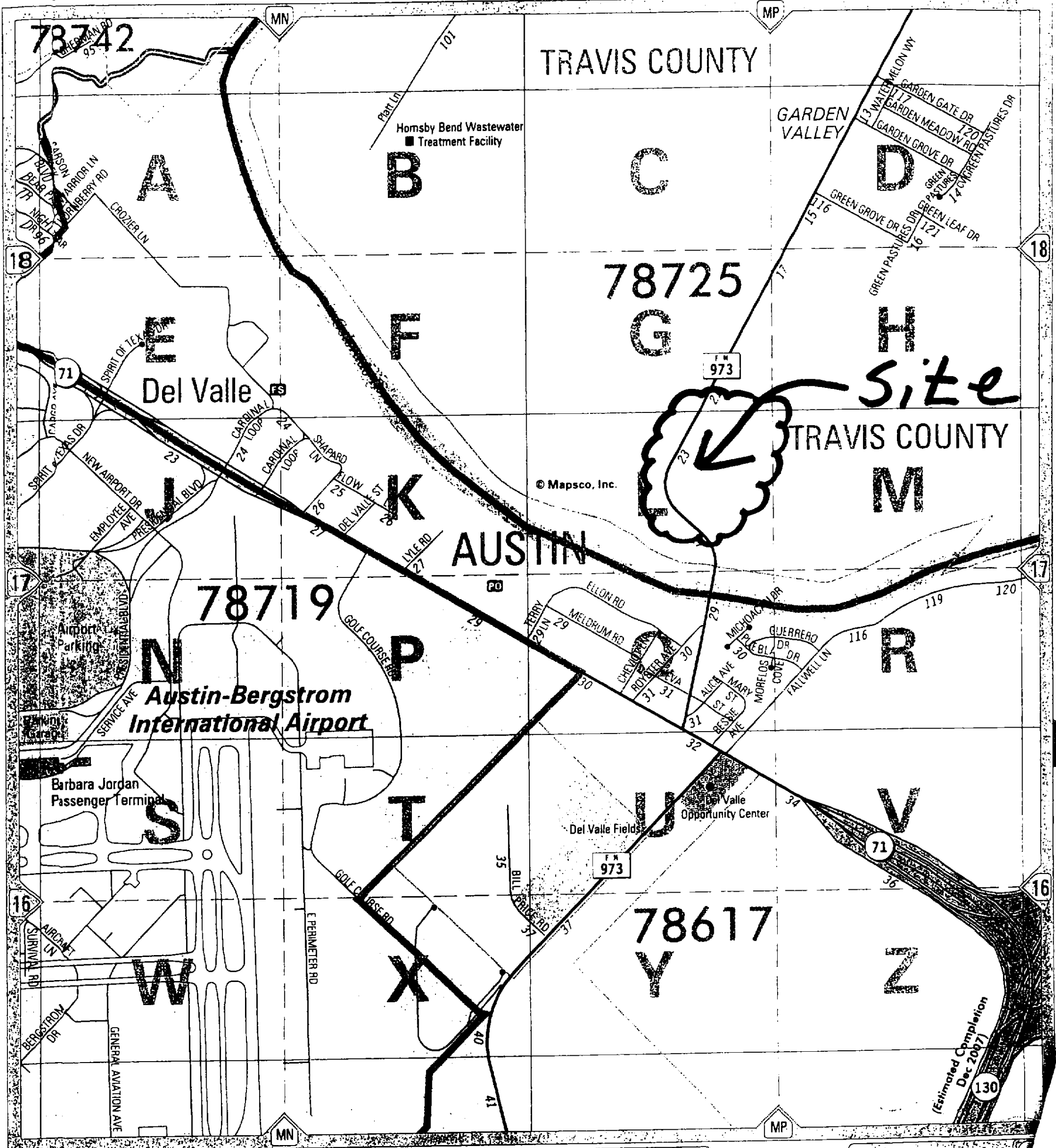
SHEET	2
OF	4
ZWA PLAT No.	04-010-003

HORNSBY GLEN SUBDIVISION, PHASE ONE

647



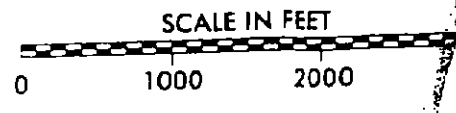
CONTINUED ON MAP 617



CONTINUED ON MAP 646

CONTINUED ON MAP 677

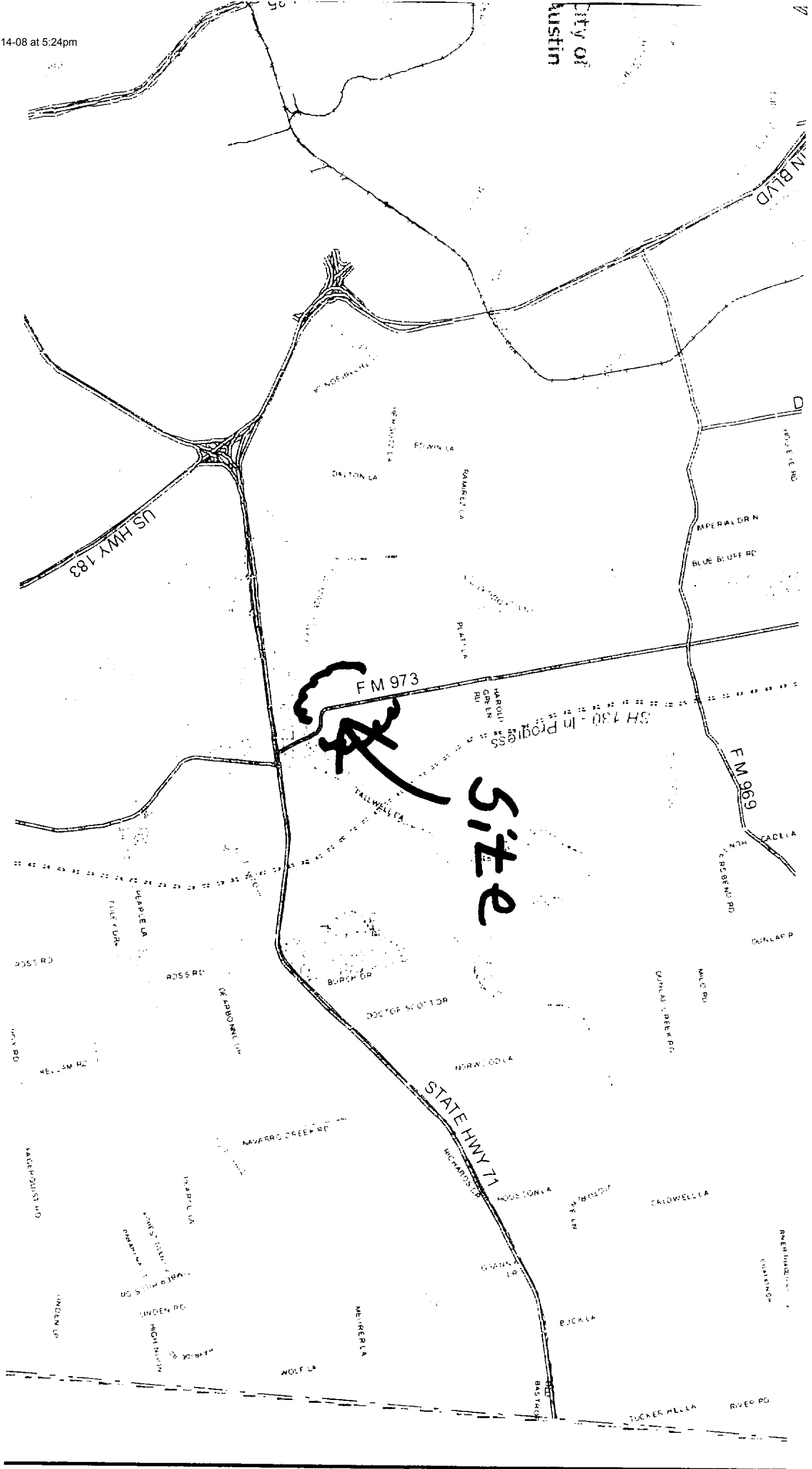
CONTINUED ON MAP 648



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BOOK PAGE

City of
Austin



HORNSBY GLEN SUBDIVISION, PHASE ONE

25

Travis County Commissioners Court Agenda Request

Voting Session 11/18/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Carol B. Joseph for Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on:

- A. Requests to authorize the filing of Instruments to reject the Dedication and Quitclaim Deed two portions of right of way, one being a portion of an un-named right of way with the other being a portion of Dorado Pass, both being within the Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision, Travis County, Precinct 3; and
- B. Vacate two 20 foot un-specified easements, both being within the Resubdivision of Tracts 5, 6, 8 and 9 Lakehurst Subdivision, Travis County, Precinct 3.

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

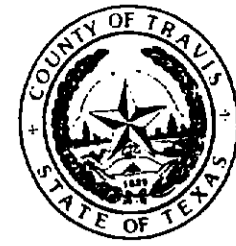
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Paul Scoggins: 854-7619
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- ____ Additional funding for any department or for any purpose
- ____ Transfer of existing funds within or between any line item budget
- ____ Grant
- Human Resources Department (854-9165)
- ____ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- ____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- ____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits **MUST** be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

November 10, 2008

MEMORANDUM

TO: Member's of the Commissioners Court
FROM: *Carl B. Gieselman*
Joseph P. Gieselman, Executive Manager, TNR
SUBJECT: Rejection of two portions of ROW and vacation of two easements in the Lakehurst Subdivision

- A. Requests to authorize the filing of instruments to reject the Dedication and Quitclaim Deed two portions of right of way, one being a portion of an un-named right of way with the other being a portion of Dorado Pass, both being within the Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision, Travis County, Precinct 3; and
- B. Vacate two 20 foot un-specified easements, both being within the Resubdivision of Tracts 5, 6, 8 and 9 Lakehurst Subdivision, Travis County, Precinct 3.

Summary and Staff Recommendation

There was a public hearing at Commissioners' Court on March 25, 2008 where this item was discussed. Toll Brothers requested the abandonment of a portion of dedicated ROW in a plat dating from 1941 (developing 58 units rather than the 108 lots the plat would allow). Several land owners in the Lakehurst subdivision raised drainage and water quality concerns during the public hearing. The Commissioners' Court did not take action on the agenda item and directed staff to hold a neighborhood meeting to provide the residents with information and help resolve the resident's concerns. A neighborhood meeting was held on September 4, 2008. The project engineer, a project facilitator (representing Toll Brothers) and several members of the neighborhood attended the meeting where neighborhood, drainage and water quality concerns were discussed. Members of the neighborhood preferred to have the drainage split between two locations with added water quality. The original drainage plan did not include water quality and had the drainage leaving the property in one location while an alternate plan split the drainage between two locations and add water quality. To satisfy the dual drainage easement request easements would have to be obtained from the Lower Colorado River Authority (LCRA) and an adjacent property owner.

The Lower Colorado River Authority (LCRA) has property between a dedicated public ROW (that is not an approved public road) and the lake. Toll Brothers began a negotiation with the

LCRA to obtain an easement. On September 17, 2008 the LCRA Board approved the granting of a drainage easement to Toll Brothers. A condition of this easement was a requirement that the portion of the project which drains to the lake, through this easement, would have to meet the Highland Lakes Watershed Ordinance.

Issues and Opportunites

A meeting with the neighborhood was held on September 11th and the following issues were expressed:

- Trash and debris has accumulated from the construction;
- Trucks were driving too fast through the neighborhood and tearing up the roads;
- Lights on the entry monument and the model homes were bright and on all night;
- The runoff must be treated to avoid polluting the lake;
- The area needed shoulders for joggers and bicyclist; and
- The neighborhood would prefer two discharge points for the runoff.

Of the issues raised by the neighborhood, the Toll Brothers have:

- Policed the area for litter and debris;
- Enforced a 15mph limit on its construction traffic (Travis County repaired the roadway);
- Installed timers on entry monument and model homes to turn off during the night;
- Agreed to comply with the Highland Lakes Watershed Ordinance as required by the LCRA;
- Made pavement sections comply with current County and Lakeway design requirements (wider than surrounding roadways); and

After a great deal of discussion and coordination between Toll Brothers, Mr. Rickter, the LCRA, City of Lakeway and Travis County, Toll Brothers has not been successful in getting regulatory support for the dual drainage discharge points. Toll Brothers has shared a proposed drainage plan with the neighborhood that depicts the runoff from the subject area going through the LCRA easement as one point of discharge. In discussions with the LCRA and the City of Lakeway, a second point of discharge was discounted as an unnecessary disturbance and potential for erosion and therefore in violation of the Highland Lakes Watershed Ordinance provisions. The plan attached, however, takes the runoff through two water quality treatment structures, rather than the individual "rain gardens" originally identified as a treatment measure and must meet the removal requirements on an ongoing basis per the easement agreement.

Budget and Fiscal Impact:

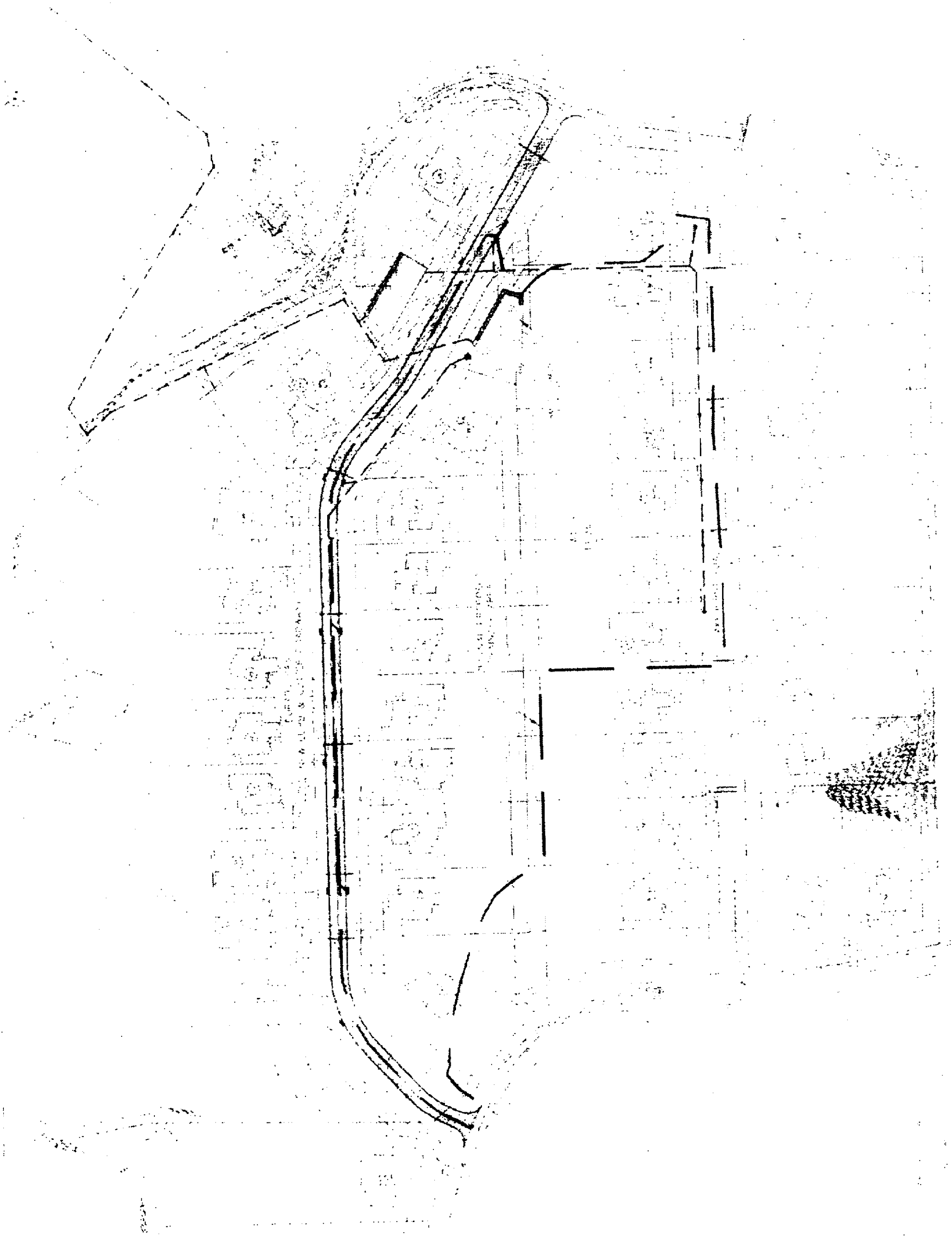
None

Exhibits:

Original March 25, 2008 agenda packet, proposed drainage plan

PS:AB:ps

1105 Lakehurst



AKFTHURST DRAINAGE EXHIBIT

RECEIVED
COMMISSIONERS COURT

#20

Travis County Commissioners Court Agenda Request # 08 FEB 26 PM 2:12

Voting Session 3/25/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR


B. Requested Text: **Approve setting a Public Hearing on March 25, 2008 to receive comments regarding requests to authorize the filing of instruments to:**

- A) **Reject the Dedication and Quitclaim Deed two portions of right of way (ROW), one being a portion of an un-named ROW with the other being a portion of Dorado Pass, both being within the Re-subdivision of Tracts 5, 6, 8, and 9 of Lakehurst Subdivision – Travis County, Precinct 3; and**
- B) **Vacate two 20' un-specified easements, both being within the Re-subdivision of Tracts 5, 6, 8, and 9 of Lakehurst Subdivision – Travis County, Precinct 3.**

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct 3

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session? Yes X No _____
Please list those contacted and their phone numbers:

 Anna Bowlin - 854-9383	John Hille - 854-9415
Austin-American Statesman	Joe Arriaga - 854-9383

III. Required Authorizations: Please check if applicable:

- _____ Planning and Budget Office (473-9106)
- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant
- _____ Human Resources Department (473-9165)
- _____ A change in your department's personnel (reclassifications, etc.)
- _____ Purchasing Office (473-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
- _____ County Attorney's Office (473-9415)
- _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES


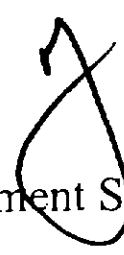
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

MEMORANDUM

DATE: February 22, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Program Director - Development Services 

SUBJECT: Approve setting a Public Hearing on March 25, 2008 to receive comments regarding requests to authorize the filing of instruments to:

- A) Reject the Dedication and Quitclaim Deed two portions of right of way (ROW), one being a portion of an un-named 50' wide street with the other being a portion of Dorado Pass, both being within the Re-subdivision of Tracts 5, 6, 8, and 9 of Lakehurst Subdivision – Travis County, Precinct 3; and
- B) Vacate two 20' un-specified easements, both being within the Re-subdivision of Tracts 5, 6, 8, and 9 of Lakehurst Subdivision – Travis County, Precinct 3.

Summary and Staff Recommendation:

Toll TX VI LP (Toll), being the owner/developer of all the property involved, has requested, through their representative, the vacation of four separate easements, two being platted right of way and two being platted un-specified easements. These four easements are located within the Re-subdivision of Tracts 5, 6, 8, and 9 of Lakehurst Subdivision, as recorded in Book 4, Page 145 of the Plat Records of Travis County, Texas.

PART A

One of the two ROWs to be rejected is an approximately 1,186' long portion of an un-constructed 50' ROW that is not named nor accepted for maintenance by Travis County. This ROW is more specifically located between two separate blocks of lots, with one block consisting of Lots 63 through 73 along the west side of the subject ROW and the other block consisting of Lots 74

February 22, 2008
Page 2

through 85 along the east. The subject portion of ROW starts at its intersection with Lakehurst Road and extends approximately 1,186' north.

The other ROW in question is a 0.268 acre portion of un-constructed 50' ROW that is also not accepted for maintenance by Travis County. This ROW was not named with the original plat, but was assigned the name Dorado Pass September 5, 2006. The owner/developer is currently working with staff to have a new ROW dedication submitted that will replace the subject 0.268 acre portion of Dorado Pass. The new dedication will be recorded simultaneously with the Order of Rejection and Quitclaim Deed.

Even though the request was to vacate these two portions of ROW, they are not considered accepted for maintenance. Therefore, TNR staff has decided to use the Rejection of Unaccepted Dedication option as outlined in Chapter 82.801(c)(5).

The utility companies known to be operating in the area have stated, in writing, they have no need for the two areas to be rejected. TNR staff recommends approval of the rejection.

PART B

One of the two 20' un-specified easements is located along the front lot lines of Lots 49 through 58. These lots all front on Lakehurst Loop, a street accepted and maintained by Travis County.

The other 20' un-specified easement is located along the northerly lot line of Lot 35 and then continues on along the easterly lot line of Lots 39 and 38. Lot 35 fronts on Dorado Pass, a street not accepted or maintained by Travis County, with Lot 38 fronting Lakehurst Loop, a street accepted and maintained by Travis County. Lot 39 adjoins Lakehurst Loop by only a single point.

Since these two easements are simply noted as "20' EASEMENT" on the plat, TNR staff will treat them as public utility easements in regards to the vacation process. The utility companies known to be operating in the area have stated, in writing, they have no need for the two areas to be vacated. TNR staff recommends approval of the vacation.

Budgetary and Fiscal Impact:

PART A & B

There is no budgetary impact.

Issues and Opportunities:

PART A

In regards to the approximate 1,186' of ROW between the blocks of lots, Toll has stated that the rejected ROW will be incorporated into the adjacent lots at the time they are sold to individual purchasers. Lots 63 through 73 will still have frontage on Dorado Pass to the west. Lots 74 through 85 will still have road frontage on Lakehurst Road to the east.

February 22, 2008

Page 3

In regards to the 0.268 acre portion of Dorado Pass, Toll is in the process of dedicating ROW to replace the rejected ROW. According to Toll, Lots 60 through 62 will be combined as one home site. These three lots will still have road frontage on Lakehurst Loop or Dorado Pass.

With Toll TX VI LP (Toll) being the owner of all adjacent and surrounding property of the subject ROWs, Travis County advised Toll's representative that it would be a good idea to contact any other surrounding property owners or HOA's in the area to notify them of their plans. Reason being is to avoid any surprise objections. To my knowledge, no one has been contacted nor have I received any inquiries in regards to this project.

PART B

In regards to the 20' un-specified easement along Lots 49 through 58, Toll has stated that the easement is not necessary for access. Therefore, they are requesting it to be vacated.

In regards to the other 20' un-specified easement on Lots 35, 38, and 39, Toll has stated they intend to combine Lots 35 and 39 with Lot 48 as one home site with its frontage being on Dorado Pass. They intend to combine Lot 38 with Lot 34 as one home site fronting Lakehurst Drive.

Required Authorizations:

John Hille, Assistant County Attorney

Exhibits:

Rejection of Dedication Order
Quitclaim Deed – Exhibit C
Surveys/Exhibits A & B (2 – 50' ROWs)
Order of Vacation
Surveys and sketch (2 – 20' Easements)
Letter of request
Utility sign-offs (4)
Maps (4)

PS:AB:ps

1105 Lakehurst Subdivision

08-ROW-01

RECORDED
COUNTY CLERK

08435621 PM 2:11

**ORDER OF THE COMMISSIONERS COURT
OF TRAVIS COUNTY, TEXAS,
REJECTING THE DEDICATION OF
PORTIONS OF TWO UNNAMED STREETS LOCATED IN THE RESUBDIVISION
OF TRACTS 5, 6, 8, AND 9 OF THE LAKEHURST SUBDIVISION**

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, The Commissioners Court of Travis County, Texas, has considered the issue of rejecting portions of the right-of-way of two unnamed streets; and

WHEREAS, two unnamed streets were dedicated pursuant to the Re-subdivision of Tracts 5, 6, 8, and 9 of the Lakehurst Subdivision Plat, which is recorded at Volume 4, Page 145, of the Plat Records of Travis County; and

WHEREAS, the right-of-ways under consideration for rejection of dedication are described in Exhibits A & B, which are attached hereto and made a part hereof, and are hereinafter referred to as the "Property"; and

WHEREAS, in the Travis County Code, Paragraph (c)(5) of Section 82.801, Vacations, provides that the Commissioners Court may, in its sole discretion, reject an unaccepted public road dedication and quitclaim any interest the County may have in the right-of-way to the underlying owner; and

WHEREAS, the owner of the Lakehurst Subdivision has requested that Travis County reject the dedication of the Property; and

WHEREAS, the Property was intended to be used as public roads, which were never constructed; and

WHEREAS, the Property has not been needed for right-of-way and has never been accepted for maintenance; and

WHEREAS, the Travis County Transportation and Natural Resources Department foresees no future need for the Property for roadway purposes; and

WHEREAS, utilities serving the area and owners of land adjacent to the Property have been notified of the possibility that the dedications may be rejected and consented thereto; and

WHEREAS, the Commissioners Court has scheduled an agenda item for this date to consider the matter of the rejection of the dedication of the Property; and

WHEREAS, public notices were posted and the Travis County Commissioners Court held a public hearing on _____, 2008, to consider the proposed action;

NOW, THEREFORE, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, FINDS AND ORDERS THAT:

- (1) The recitals to this Order are true and correct and are incorporated in this Order for all purposes.
- (2) The dedication of the Property is hereby rejected and all territory within the boundaries of such dedicated Property will be quitclaimed by the County Judge to the owner of the underlying fee simple interest.
- (3) The form of the Quitclaim Deed is attached hereto as Exhibit C and made a part hereto.

ORDERED THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT "C"
QUITCLAIM DEED

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

That Travis County, a political subdivision of the State of Texas, hereinafter referred to as the "County", HAS QUITCLAIMED and by these presents DOES QUITCLAIM unto TOLL SAN ANTONIO TX LLC, a Texas limited liability company, as successor in interest to TOLL TX VI, L.P., a Texas limited partnership, hereinafter referred to as Transferee, and their successors and assigns, all of the County's right, title and interest, if any, in and to the following described real property situated in Travis County, Texas, to-wit:

That certain tract of land situated in Travis County and being more particularly described as that portion of the dedicated right-of-way of two unnamed streets, which are described in Exhibits A & B, which are attached hereto and made a part hereof, and which are located on real property in the Re-subdivision of Tracts 5, 6, 8, and 9 of Lakehurst Subdivision, a subdivision plat of record at Volume 4, Page 145, of the Plat Records of Travis County, Texas;

and to the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said County and its assigns forever, so that the County shall not at any time hereafter have, claim, or demand any right of title to the aforesaid property, premises, or appurtenances, or any part thereof.

EXECUTED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE
TRAVIS COUNTY JUDGE

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on _____, 2008, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____
My commission expires: _____

Transferee's Address:

After recording please return to:

**ORDER OF THE COMMISSIONERS COURT
OF TRAVIS COUNTY, TEXAS,
REJECTING THE DEDICATION OF
PORTIONS OF TWO UNNAMED STREETS LOCATED IN THE RESUBDIVISION
OF TRACTS 5, 6, 8, AND 9 OF THE LAKEHURST SUBDIVISION**

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, The Commissioners Court of Travis County, Texas, has considered the issue of rejecting portions of the right-of-way of two unnamed streets; and

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WHEREAS, the owner of the Lakehurst Subdivision has requested that Travis County reject the dedication of the Property; and

WHEREAS, the Property was intended to be used as public roads, which were never constructed; and

WHEREAS, the Property has not been needed for right-of-way and has never been accepted for maintenance; and

WHEREAS, the Travis County Transportation and Natural Resources Department foresees no future need for the Property for roadway purposes; and

WHEREAS, utilities serving the area and owners of land adjacent to the Property have been notified of the possibility that the dedications may be rejected and consented thereto; and

WHEREAS, the Commissioners Court has scheduled an agenda item for this date to consider the matter of the rejection of the dedication of the Property; and

WHEREAS, public notices were posted and the Travis County Commissioners Court held a public hearing on _____, 2008, to consider the proposed action;

NOW, THEREFORE, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, FINDS AND ORDERS THAT:

- (1) The recitals to this Order are true and correct and are incorporated in this Order for all purposes.
- (2) The dedication of the Property is hereby rejected and all territory within the boundaries of such dedicated Property will be quitclaimed by the County Judge to the owner of the underlying fee simple interest.
- (3) The form of the Quitclaim Deed is attached hereto as Exhibit C and made a part hereto.

ORDERED THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT "C"
QUITCLAIM DEED

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

That Travis County, a political subdivision of the State of Texas, hereinafter referred to as the "County", HAS QUITCLAIMED and by these presents DOES QUITCLAIM unto TOLL SAN ANTONIO TX LLC, a Texas limited liability company, as successor in interest to TOLL TX VI, L.P., a Texas limited partnership, hereinafter referred to as Transferee, and their successors and assigns, all of the County's right, title and interest, if any, in and to the following described real property situated in Travis County, Texas, to-wit:

That certain tract of land situated in Travis County and being more particularly described as that portion of the dedicated right-of-way of two unnamed streets, which are described in Exhibits A & B, which are attached hereto and made a part hereof, and which are located on real property in the Re-subdivision of Tracts 5, 6, 8, and 9 of Lakehurst Subdivision, a subdivision plat of record at Volume 4, Page 145, of the Plat Records of Travis County, Texas;

and to the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said County and its assigns forever, so that the County shall not at any time hereafter have, claim, or demand any right of title to the aforesaid property, premises, or appurtenances, or any part thereof.

EXECUTED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE
TRAVIS COUNTY JUDGE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2008. by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____
My commission expires: _____

Transferee's Address:

After recording please return to:

EXHIBIT A



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**1.361 ACRES
RIGHT-OF-WAY VACATION NO. 2 (VAC2)**

A DESCRIPTION OF 1.361 ACRES (APPROX. 59,287 S.F.) IN THE GUS CEZEAUX SURVEY NO. 50, TRAVIS COUNTY, TEXAS, BEING A PORTION OF AN UNOPENED 50 FOOT RIGHT-OF-WAY IN THE RESUBDIVISION OF TRACTS 5, 6, 8 AND 9 OF LAKEHURST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, OF RECORD IN VOLUME 4, PAGE 145, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A 1.461 ACRE TRACT DESCRIBED IN A CORRECTION DEED WITHOUT WARRANTY TO TOLL TX VI LP, DATED OCTOBER 17, 2006, OF RECORD IN DOCUMENT NO. 2006204628 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.361 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set in the east right-of-way line of the said unopened 50 foot right-of-way, also being the west line of Lot 85 of the said Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision, from which a 1/2" rebar found at the northwest corner of Lot 85, also being the northeast corner of the said unopened 50 foot right-of-way, and being an angle point in the south right-of-way line of an unnamed street (50 foot right-of-way width, as shown on the Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision), bears North 28°42'24" East, a distance of 85.80 feet;

THENCE South 28°42'24" West, with the east line of the unopened 50 foot right-of-way and the west lines of Lots 74-85 of the Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision, a distance of 1186.38 feet to a 1/2" rebar found in the north right-of-way line of Lakehurst Road (50 foot right-of-way width) for the southwest corner of Lot 74, from which a 1/2" rebar found for an angle point in the north right-of-way line of Lakehurst Road bears South 83°06'42" East, a distance of 63.08 feet;

THENCE with the south line of the unopened 50 foot right-of-way and the north right-of-way line of Lakehurst Road, the following two (2) courses:

1. North 83°50'44" West, a distance of 28.96 feet to a 1/2" rebar found;
2. South 64°31'02" West, a distance of 40.02 feet to a 1/2" rebar with found for an angle point in the east line of Lot 63 of the Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision, also being the southwest corner of the unopened 50 foot right-of-way, from which a 1/2" rebar found bears South 63°27'07" West, a distance of 119.70 feet;

THENCE North 28°40'19" East, with the west line of the unopened 50 foot right-of-way and the east lines of Lots 63-73 of the Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision, a distance of 1166.90 feet to a 1/2" rebar with cap set in the east line of Lot 73, from which a 1/2" rebar found for the north corner of Lot 73, also being the northwest corner of the said unopened 50 foot right-of-way, and being an angle point in the south right-of-way line of an unnamed street (50 foot right-of-way width, as shown on the Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision), bears North 28°40'19" East, a distance of 129.20 feet;

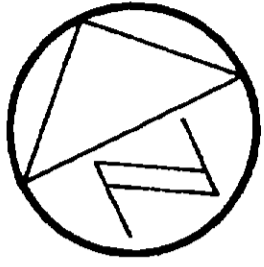
THENCE over and across the unopened 50 foot right-of-way, the following three (3) courses:

1. North 60°31'09" East, a distance of 48.23 feet to a 1/2" rebar with cap set;
2. South 74°28'51" East, a distance of 14.14 feet to a 1/2" rebar with cap set;
3. North 60°31'09" East, a distance of 22.16 feet to the **POINT OF BEGINNING**, containing 1.361 acres of land, more or less.

Surveyed on the ground June 20, 2006. Bearing Basis: Grid azimuth for Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) on-line positioning user service (OPUS). Attachments: Drawing 390-007-VAC2.

 6/31/07
Steven M. Duarte
Registered Professional Land Surveyor
State of Texas No. 5940





1"=100'

UNNAMED STREET
(50' RIGHT-OF-WAY WIDTH)
NOT BUILT

(N29°44'E)

UNNAMED STREET

(50' RIGHT-OF-WAY WIDTH, 4/145)
NOT BUILT

(S29°44'W)

P.O.B.

129.20'

85.80'

L3

L5

85

84

TRACT 5
RESUBDIVISION OF TRACTS
5, 6, 8 AND 9 OF
LAKEHURST SUBDIVISION
(4/145)

83

82

LAKEHURST ROAD

(60' RIGHT-OF-WAY WIDTH)

71

72

73

70

UNOPENED 50 FOOT
RIGHT-OF-WAY
RESUBDIVISION OF
TRACTS 5, 6, 8
AND 9 OF
LAKEHURST
SUBDIVISION
(4/145)
1.461 AC.
(2006204628)

1.361 ACRES

81

TOLL TX VI LP
(2006204627)

80

N28°40'19"E 1166.90'

S28°42'24"W 1186.38'

69

68

79

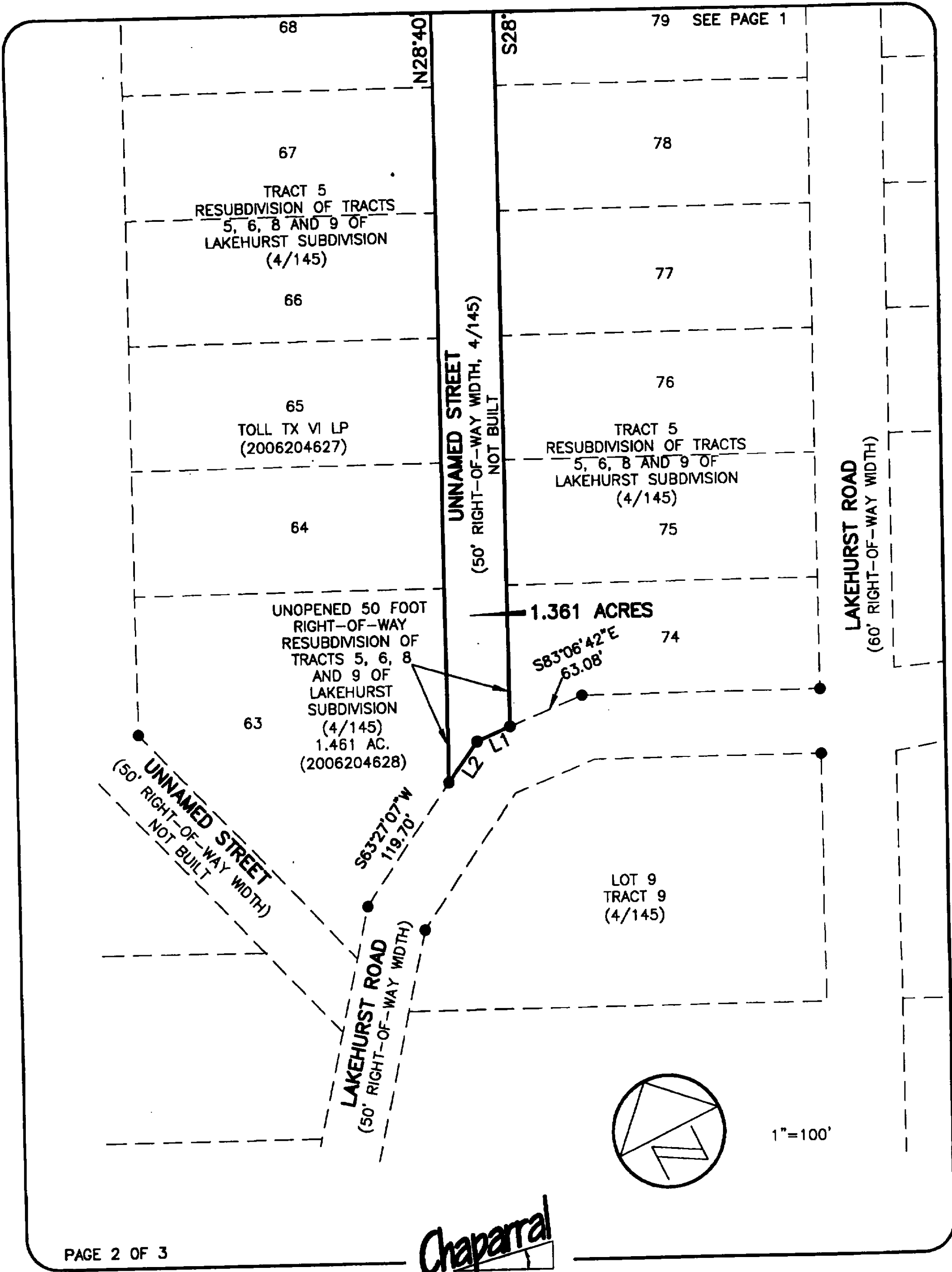
67

78

TRACT 5
RESUBDIVISION OF TRACTS
5, 6, 8 AND 9 OF
LAKEHURST SUBDIVISION
(4/145)

Chaparral

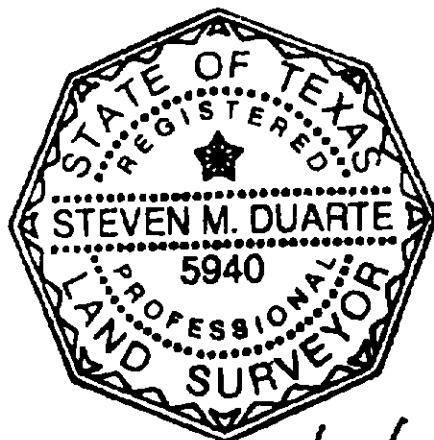
77



SKETCH TO ACCOMPANY A DESCRIPTION OF 1.361 ACRES (APPROX. 59,287 S.F.) IN THE GUS CEZEAUX SURVEY NO. 50, TRAVIS COUNTY, TEXAS, BEING A PORTION OF AN UNOPENED 50 FOOT RIGHT-OF-WAY IN THE RESUBDIVISION OF TRACTS 5, 6, 8 AND 9 OF LAKEHURST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, OF RECORD IN VOLUME 4, PAGE 145, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A 1.461 ACRE TRACT DESCRIBED IN A DEED WITHOUT WARRANTY TO TOLL TX VI LP, DATED OCTOBER 17, 2006, OF RECORD IN DOCUMENT NO. 2006204628 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE			
No.	BEARING	LENGTH	(RECORD)
L1	N83°50'44"W	28.96'	(N82°01'W 30.0')
L2	S64°31'02"W	40.02'	(S42°18'W 40.7')
L3	N60°31'09"E	48.23'	
L4	S74°28'51"E	14.14'	
L5	N60°31'09"E	22.16'	

LEGEND	
●	1/2" REBAR FOUND (CAP NOTED IF ANY)
○	1/2" REBAR WITH CAP SET
○	CALCULATED POINT



Smd 10/31/07
Chaparral

DATE OF SURVEY: 06/20/06
 PLOT DATE: 10/31/07
 DRAWING NO.: 390-007-VAC2
 PROJECT NO.: 390-007
 DRAWN BY: smd
 PAGE 3 OF 3

BEARING BASIS: GRID AZIMUTH FOR TEXAS
 CENTRAL ZONE STATE PLANE
 COORDINATES, BASED ON GPS SOLUTIONS
 FROM THE NATIONAL GEODETIC SURVEY
 (NGS) ON-LINE POSITIONING USER
 SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS
 DESCRIPTION 390-007-VAC2

EXHIBIT B



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724

Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**0.268 ACRES
RIGHT-OF-WAY VACATION NO. 3 (VAC3)**

A DESCRIPTION OF 0.268 ACRES (APPROX. 11,669 S.F.) IN THE GUS CEZEAUX SURVEY NO. 50, TRAVIS COUNTY, TEXAS, BEING A PORTION OF AN UNOPENED 50 FOOT RIGHT-OF-WAY IN THE RESUBDIVISION OF TRACTS 5, 6, 8 AND 9 OF LAKEHURST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, OF RECORD IN VOLUME 4, PAGE 145, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A 2.048 ACRE TRACT DESCRIBED IN A DEED WITHOUT WARRANTY TO TOLL TX VI LP, DATED OCTOBER 17, 2006, OF RECORD IN DOCUMENT NO. 2006204628 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.268 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set in the south line of Lot 62 of the said Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision, also being the north right-of-way line of the said unnamed street (50 foot right-of-way width, as shown on the Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision), from which a 1/2" rebar found for the southeast corner of Lot 62 bears South 81°09'26" East, a distance of 64.07 feet;

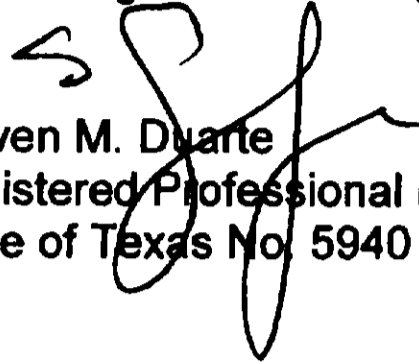
THENCE South 60°31'09" West, over and across the said unnamed street, a distance of 374.61 feet to a 1/2" rebar with cap set in the southeast line of Lot 60 of the said Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision and the north right-of-way line of the unnamed street, from which a 1/2" rebar with cap set for an angle point in the north right-of-way line of the unnamed street and the south corner of Lot 60 bears South 46°47'05" West, a distance of 24.10 feet;

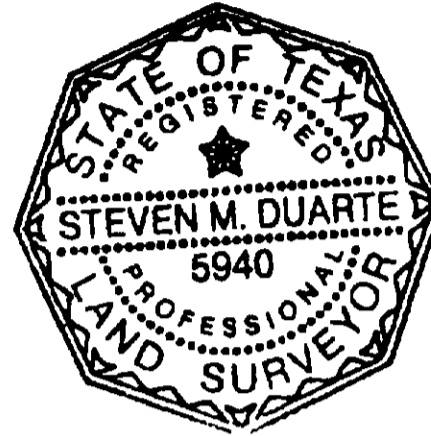
THENCE with the north right-of-way line of the unnamed street and the south lines of Lots 60 through 62, the following two (3) courses:

1. North 46°47'05" East, a distance of 188.43 feet to a 1/2" rebar found;
2. North 58°45'05" East, a distance of 129.96 feet to a 1/2" rebar found;
3. South 81°09'26" East, a distance of 78.61 feet to the **POINT OF BEGINNING**, containing 0.268 acres of land, more or less.

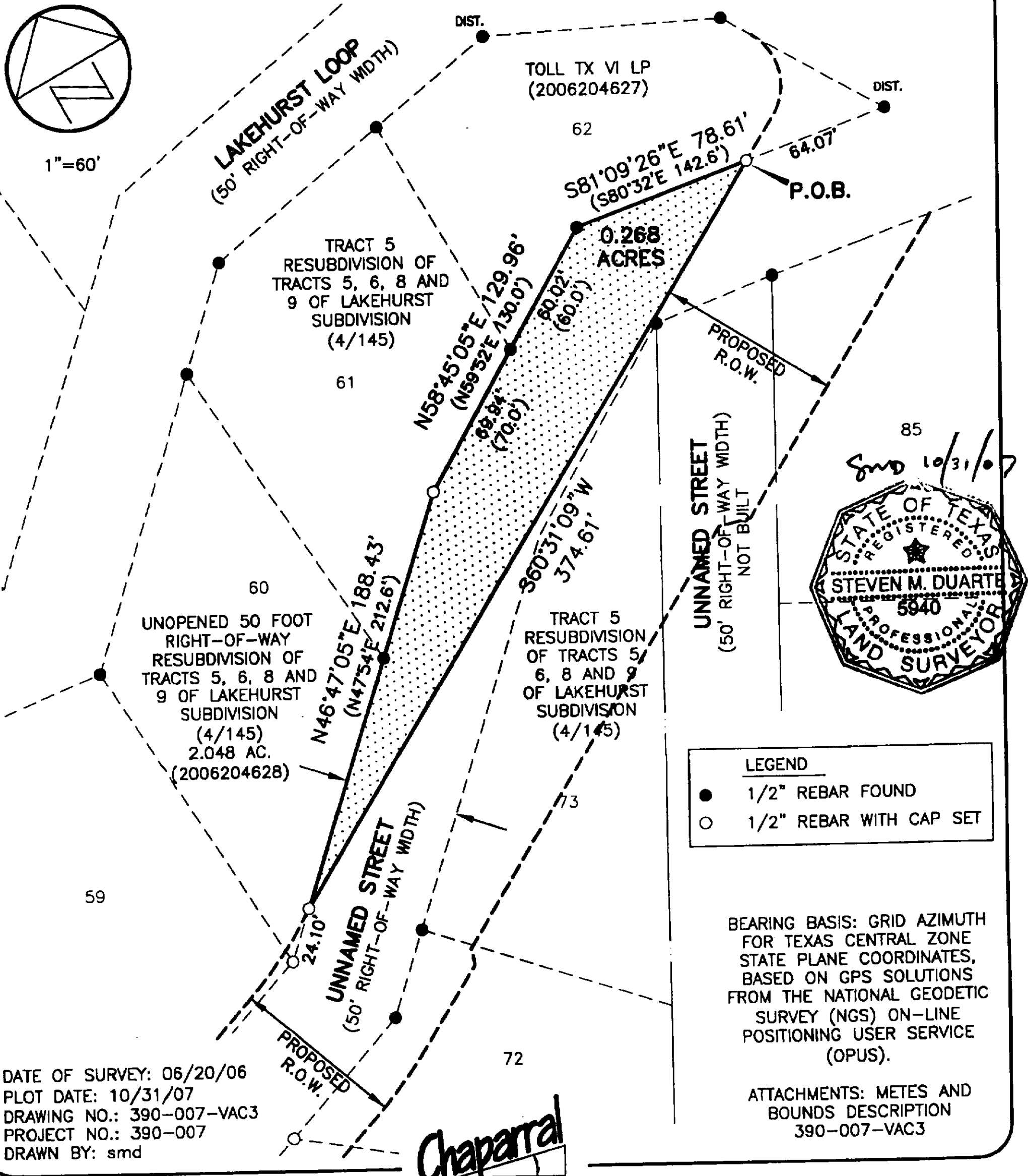
Page 2 of 2

Surveyed on the ground June 20, 2006. Bearing Basis: Grid azimuth for Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) on-line positioning user service (OPUS). Attachments: Drawing 390-007-VAC3.

 10/31/07
Steven M. Duarte
Registered Professional Land Surveyor
State of Texas No. 5940



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.268 ACRES (APPROX. 11,669 S.F.) IN THE GUS CEZEAUX SURVEY NO. 50, TRAVIS COUNTY, TEXAS, BEING A PORTION OF AN UNOPENED 50 FOOT RIGHT-OF-WAY IN THE RESUBDIVISION OF TRACTS 5, 6, 8 AND 9 OF LAKEHURST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, OF RECORD IN VOLUME 4, PAGE 145, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF A 2.048 ACRE TRACT DESCRIBED IN A DEED WITHOUT WARRANTY TO TOLL TX VI LP, DATED OCTOBER 17, 2006, OF RECORD IN DOCUMENT NO. 2006204628 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



DATE OF SURVEY: 06/20/06
 PLOT DATE: 10/31/07
 DRAWING NO.: 390-007-VAC3
 PROJECT NO.: 390-007
 DRAWN BY: smd

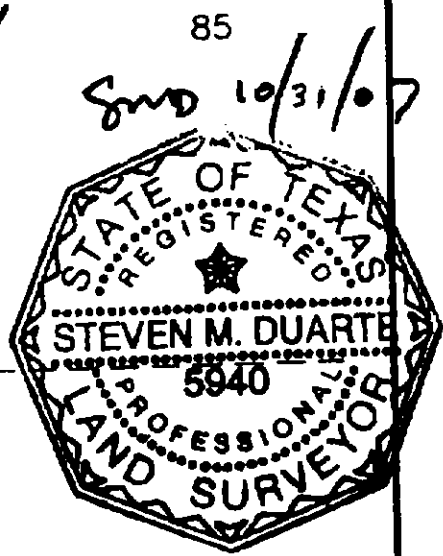
Chaparral

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE STATE PLANE COORDINATES, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
 390-007-VAC3



ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 20' un-specified easements, one being located along the front lot lines of Lots 49 through 58 with the other being located along the north lot line of Lot 35 continuing along the east lot lines of Lots of 39 and 38, of the Re-subdivision of Tracts 5, 6, 8, and 9 of Lakehurst Subdivision as recorded in Book 4, Page 145 of the Plat Records of Travis County, Texas, so that the property owner can construct a house on the lots without encroaching on the two public utility easements; and

WHEREAS, utility providers serving the area have indicated that they have no need for the two 20' un-specified easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the two 20' un-specified easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on March 25, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 20' un-specified easements, one being located along the front lot lines of Lots 49 through 58 with the other being located along the north lot line of Lot 35 continuing along the east lot lines of Lots of 39 and 38, of the Re-subdivision of Tracts 5, 6, 8, and 9 of Lakehurst Subdivision, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724

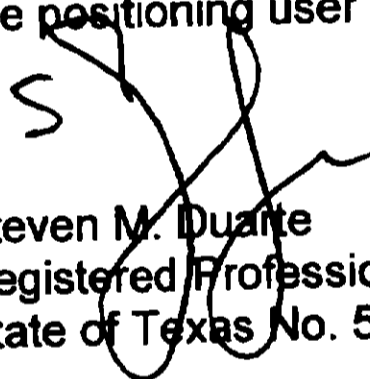
Fax: 512-441-6987

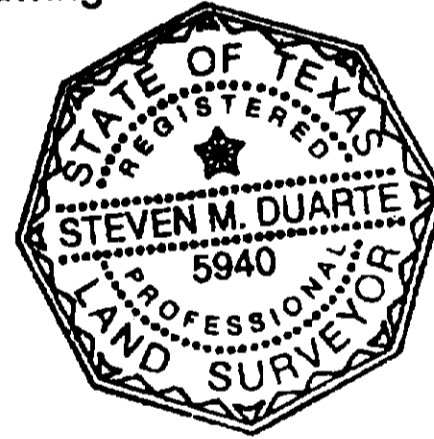
2807 Manchaca Road
Building One
Austin, Texas 78704

LOTS 49-58
EASEMENT VACATION NO. 4 (VAC4)

A DESCRIPTION OF THE WEST 20 FEET OF LOTS 49 THROUGH 58, TRACT 5, PARALLEL TO AND ADJACENT TO LAKEHURST LOOP (50' RIGHT-OF-WAY WIDTH), BEING ALL OF A 20 FOOT EASEMENT ACROSS THOSE SAME LOTS DESCRIBED IN THE RESUBDIVISION OF TRACTS 5, 6, 8 AND 9 OF LAKEHURST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, OF RECORD IN VOLUME 4, PAGE 145, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO TOLL TX VI LP BY WARRANTY DEED DATED OCTOBER 23, 2006, OF RECORD IN DOCUMENT NO. 2006204627 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Surveyed on the ground 6/20/06. Bearing Basis: Grid azimuth for Texas Central Zone State Plane coordinates, based on GPS solutions from the National Geodetic Survey (NGS) on-line positioning user service (OPUS). Attachments: Drawing 390-007-VAC4.

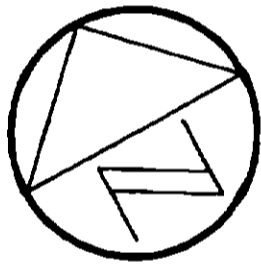
 10/31/07
Steven M. Duarte
Registered Professional Land Surveyor
State of Texas No. 5940



SKETCH TO ACCOMPANY A DESCRIPTION OF THE WEST 20 FEET OF LOTS 49 THROUGH 58, TRACT 5, PARALLEL TO AND ADJACENT TO LAKEHURST LOOP (50' RIGHT-OF-WAY WIDTH), BEING ALL OF A 20 FOOT EASEMENT ACROSS THOSE SAME LOTS DESCRIBED IN THE RESUBDIVISION OF TRACTS 5, 6, 8 AND 9 OF LAKEHURST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, OF RECORD IN VOLUME 4, PAGE 145, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO TOLL TX VI LP BY WARRANTY DEED DATED OCTOBER 23, 2006, OF RECORD IN DOCUMENT NO. 2006204627 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET
- CALCULATED POINT
- ▲ NAIL FOUND (TYPE)



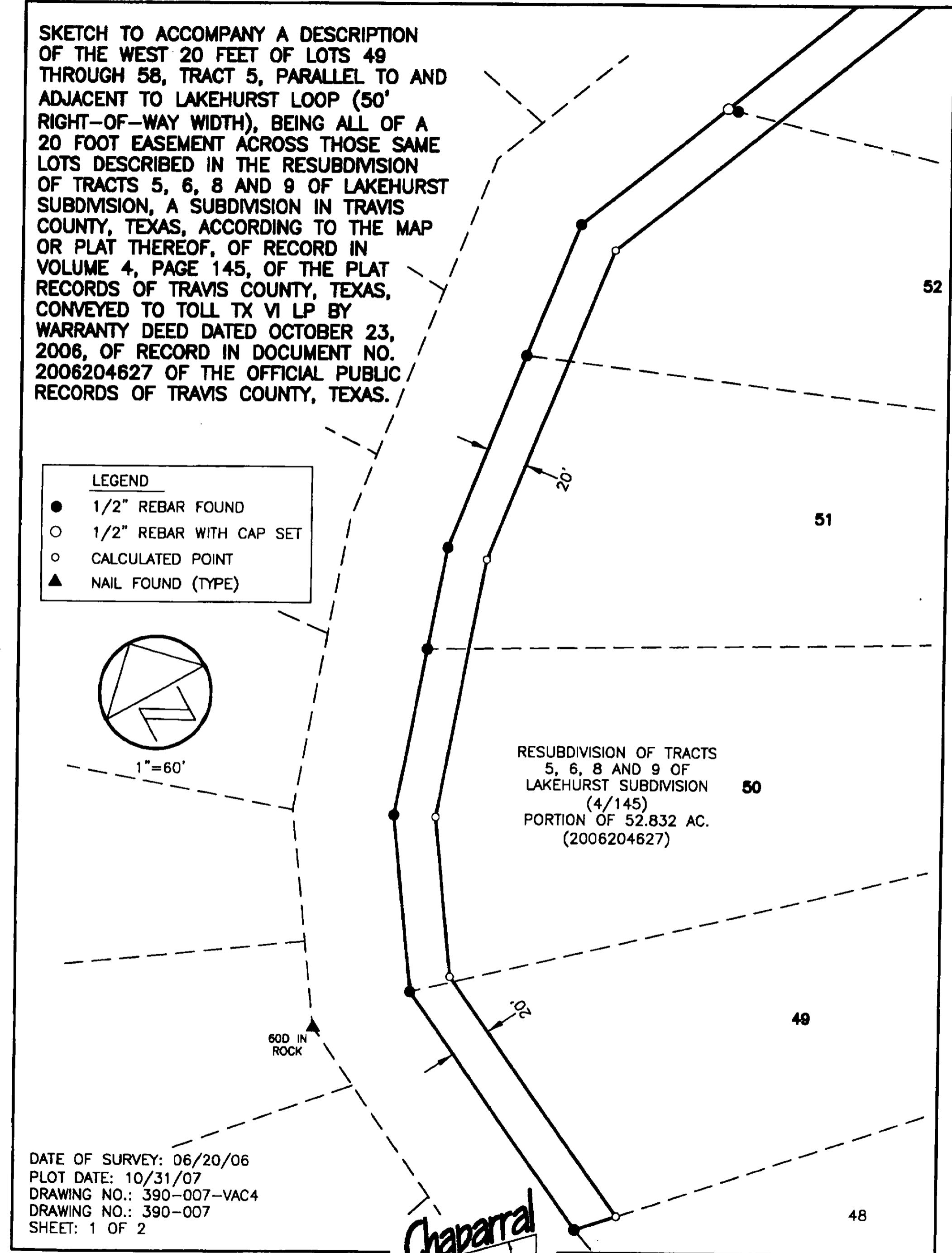
1"=60'

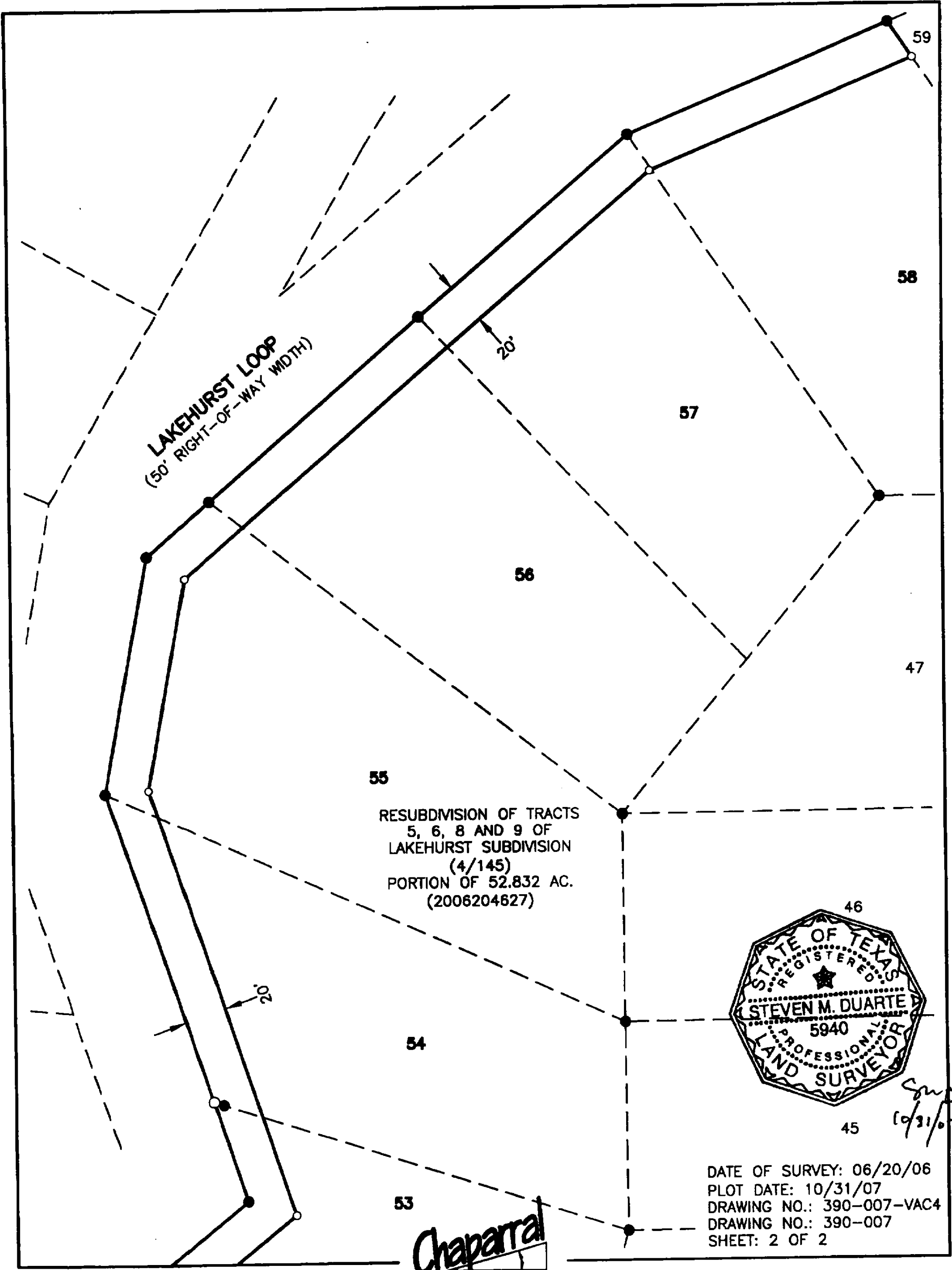
600 IN ROCK

RESUBDIVISION OF TRACTS 5, 6, 8 AND 9 OF LAKEHURST SUBDIVISION (4/145) PORTION OF 52.832 AC. (2006204627)

DATE OF SURVEY: 06/20/06
PLOT DATE: 10/31/07
DRAWING NO.: 390-007-VAC4
DRAWING NO.: 390-007
SHEET: 1 OF 2

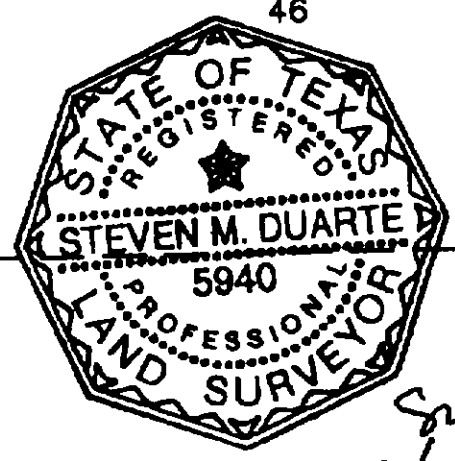
Chaparral





LAKEHURST LOOP
 (50' RIGHT-OF-WAY WIDTH)

RESUBDIVISION OF TRACTS
 5, 6, 8 AND 9 OF
 LAKEHURST SUBDIVISION
 (4/145)
 PORTION OF 52.832 AC.
 (2006204627)



DATE OF SURVEY: 06/20/06
 PLOT DATE: 10/31/07
 DRAWING NO.: 390-007-VAC4
 DRAWING NO.: 390-007
 SHEET: 2 OF 2

Chaparral

SM
 10/31/07



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**0.150 ACRES
EASEMENT VACATION NO. 1 (VAC1)**

A DESCRIPTION OF 0.150 ACRES (APPROX. 6,548 S.F.) IN THE GUS CEZEAUX SURVEY NO. 50, TRAVIS COUNTY, TEXAS, BEING ALL OF A 20' EASEMENT CROSSING LOTS 35, 38 AND 39, TRACT 5, OF THE RESUBDIVISION OF TRACTS 5, 6, 8 AND 9 OF LAKEHURST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, OF RECORD IN VOLUME 4, PAGE 145, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF AN 52.832 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAKEHURST VISTAS LP, DATED JANUARY 6, 2006, OF RECORD IN DOCUMENT NO. 2006204627 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.150 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found with "CR Ralph" cap at the common corner of Lots 33, 34, 37 and 38, also being the southeast corner of the 20 foot easement, all of the said Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision;

THENCE North 61°11'10" West, with the common line of Lots 37 and 38 and the south line of the 20 foot easement, a distance of 20.00 feet to a calculated point, from which a 1/2" rebar found for the common west corner of Lots 37 and 38 bears North 61°11'10" West, a distance of 232.81 feet;

THENCE North 28°47'12" East, over and across Lots 38 and 39 and with the west line of the 20 foot easement, a distance of 306.92 feet to a calculated point in the common line of Lots 39 and 40, from which a 1/2" rebar found for the common west corner of Lots 39 and 40 bears South 61°22'58" East, a distance of 243.57 feet;

THENCE South 61°22'58" East, with the south line of Lot 40 and the north lines of Lot 39, Lot 35 and the 20 foot easement, passing at a distance of 20.00 feet a 1/2" rebar with cap set for the common north corner of Lots 35 and 39, for a total distance of 31.11 feet to a 1/2" rebar found for the common east corner of Lots 35 and 40, also being an angle point in the west line of an unnamed street (50 foot right-of-way width, as shown on the Resubdivision of Tracts 5, 6, 8 and 9 of Lakehurst Subdivision);

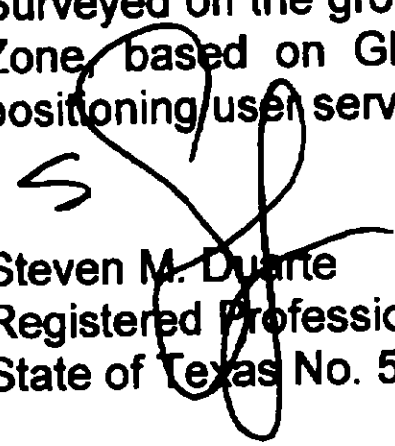
THENCE South 14°21'49" East, with the west right-of-way line of the unnamed street and the east lines of Lot 35 and the 20 foot easement, a distance of 27.34 feet to a calculated point, from which a 1/2" rebar with cap set for an angle point in said right-of-way line bears South 14°21'49" East, a distance of 306.39 feet;

Page 2 of 2

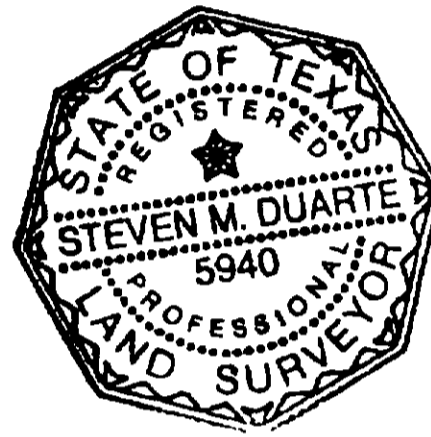
THENCE North 61°22'58" West, over and across Lot 35 and with the east line of the 20 foot easement, a distance of 29.81 feet to a calculated point in the common line of Lots 35 and 39;

THENCE South 28°47'12" West, with the common line of Lots 35 and 39 and the east line of the 20 foot easement, continuing with the common line of Lots 34 and 38, a distance of 286.98 feet to the **POINT OF BEGINNING**, containing 0.150 acres of land, more or less.

Surveyed on the ground June 20, 2006. Bearing Basis: Grid azimuth for Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) on-line positioning/user service (OPUS). Attachments: Drawing 390-007-VAC1.


Steven M. Duarte
Registered Professional Land Surveyor
State of Texas No. 5940

10/31/07



40

63

S61°22'58"E 274.68'
(S60°16'E 243.57')

TRACT 5
RESUBDIVISION OF
TRACTS 5, 6, 8 AND 9
OF LAKEHURST
SUBDIVISION
(4/145)

39

0.150 ACRE

35

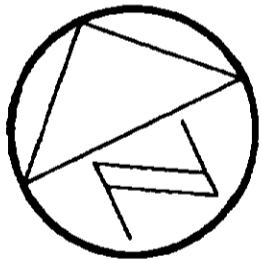
UNNAMED STREET
(50' RIGHT-OF-WAY WIDTH, 4/145)
S14°21'49"E 306.39'
(S13°16'E 279.06')

N28°47'12"E 306.92'

20' ESMT.
(4/145)

S28°47'12"W 286.98'

TOLL TX VI LP
(2006204627)



1"=40'

38

34

BEARING BASIS: GRID AZIMUTH
FOR TEXAS CENTRAL ZONE
STATE PLANE COORDINATES,
BASED ON GPS SOLUTIONS
FROM THE NATIONAL
GEODETIC SURVEY (NGS)
ON-LINE POSITIONING USER
SERVICE (OPUS).

ATTACHMENTS: METES AND
BOUNDS DESCRIPTION
390-007-VAC1

P.O.B.

232.81'
N61°11'10"W 252.81'
(N60°06'W 252.9')

37

33

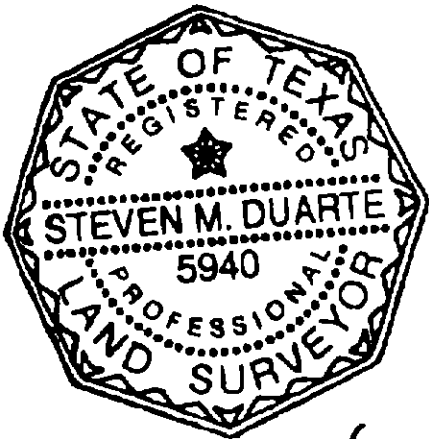
DATE OF SURVEY: 06/20/06
PLOT DATE: 10/31/07
DRAWING NO.: 390-007-VAC1
PROJECT NO.: 390-007
DRAWN BY: smd
PAGE 1 OF 2

Chaparral

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.150 ACRE (APPROX. 6,548 S.F.) IN THE GUS CEZEAUX SURVEY NO. 50, TRAVIS COUNTY, TEXAS, BEING ALL OF A 20' EASEMENT CROSSING LOTS 35, 38 AND 39, TRACT 5, OF THE RESUBDMISION OF TRACTS 5, 6, 8 AND 9 OF LAKEHURST SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, OF RECORD IN VOLUME 4, PAGE 145, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO TOLL TX VI LP BY WARRANTY DEED DATED OCTOBER 23, 2006, OF RECORD IN DOCUMENT NO. 2006204627 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND	
●	1/2" REBAR FOUND (CAP NOTED, IF ANY)
○	1/2" REBAR WITH CAP SET
○	CALCULATED POINT

LINE TABLE		
No.	BEARING	LENGTH
L1	S61°22'58"E	31.11'
L2	S14°21'49"E	27.34'
L3	N61°22'58"W	29.81'
L4	N61°11'10"W	20.00'



signed 10/31/07

Chaparral

DATE OF SURVEY: 06/20/06
 PLOT DATE: 10/31/07
 DRAWING NO.: 390-007-VAC1
 PROJECT NO.: 390-007
 DRAWN BY: smd
 PAGE 2 OF 2



An employee-owned company

31 January 2008

Mr. Paul Scoggins, Engineering Specialist
Travis County
Transportation and Natural Resources
411 West Thirteenth Street
Austin, Texas 78701

RE: Lakehurst Subdivision / Vistas at Lake Travis
Request for Right-of-way and Easement Vacations
PBS&J Project No. 441743.00

Dear Mr. Scoggins:

On behalf of the property owner and developer, Toll TX VI LP (Toll), we are requesting the vacation the following right-of-way (ROW) and unspecified easements dedicated by the "Lakehurst Subdivision" final plat as recorded in Plat Book 4, Page 145 of the Plat Records of Travis County, Texas (see attached copy) in 1941:

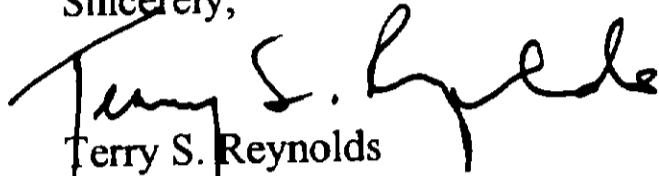
1. The partial vacation of a 1.361 acre portion of the 50-foot unnamed ROW situated between the blocks comprised of Lots 63 through 73 on the west and Lots 74 through 85 on the east. The street was never constructed. As a result of the partial vacation, all of the specified lots will continue to have frontage and access onto either Dorado Pass or Lakehurst Road.
2. The partial vacation of a 0.268 acre portion of the 50-foot unnamed ROW known as Dorado Pass, adjacent to Lots 60 through 62. These three lots will be combined into one home site. As a result of the partial vacation, the lot will continue to have frontage and access onto either Dorado Pass or Lakehurst Loop.
3. The unspecified twenty (20) foot wide easement on Lots 35, 38 and 39. Toll intends to combine Lots 35, 39 & 48 as one home site fronting Dorado Pass and Lots 34 & 38 fronting Lakehurst Drive.
4. The unspecified twenty (20) foot wide easement along the front of Lots 49 through 58. As with the easement in 2 above, the purpose of the easement is unclear, but is not necessary for access.

Mr. Paul Scoggins
Travis County TNR
January 31, 2008
Page 2

All of the lots affected by the vacation request are owned by Toll TX VI LP. The vacated right-of-way will be incorporated into the adjacent lots at the time they are sold by Toll to individual purchasers. In accordance with the County's Requirements for Vacating Right-of-Way Easements, accompanying this letter of request is a metes and bounds description with sketch, release forms from all affected utilities, and two non-refundable checks.

Please call me at 342-3231 if you have any questions or need additional information.

Sincerely,



Terry S. Reynolds
Project Coordinator

Attachments

cc: Danny R. Martin, PE – M/W
Jim Harrison - TB
Bob Hulbert - TB
Jeremiah Gore - TB
Chris Fields - TB
Joel Messina

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of a portion of the unnamed right-of-way (ROW) between the blocks formed by Lots 63-73 and Lots 74-85 and adjacent to Lots 60 – 62, and two unspecified twenty (20) foot easements located on Lots 35, 38 & 39 and Lots 49-58, as dedicated by "Lakehurst Subdivision" recorded in Plat Book 4, Page 145 of the Plat Records of Travis County, Texas and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

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

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

Laurie Schumpert
Signature

Laurie Schumpert
Printed Name

Designer
Title

Time Warner Cable - Central
Utility Company or District TEXAS

December 10, 2007
Date

Please return this completed form to:

Terry S. Reynolds, Project Coordinator
PBS&J
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of a portion of the unnamed right-of-way (ROW) between the blocks formed by Lots 63-73 and Lots 74-85 and adjacent to Lots 60 – 62, and two unspecified twenty (20) foot easements located on Lots 35, 38 & 39 and Lots 49-58, as dedicated by "Lakehurst Subdivision" recorded in Plat Book 4, Page 145 of the Plat Records of Travis County, Texas and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

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

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

Trey Grebe
Signature

Trey Grebe
Printed Name

District Manager
Title

PEC
Utility Company or District

11/15/08
Date

Please return this completed form to:

Terry S. Reynolds, Project Coordinator
PBS&J
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

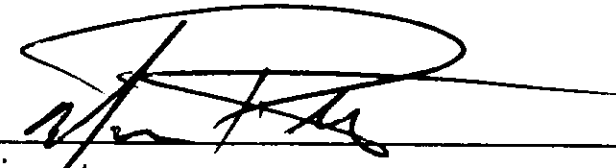
EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of a portion of the unnamed right-of-way (ROW) between the blocks formed by Lots 63-73 and Lots 74-85 and adjacent to Lots 60 – 62, and two unspecified twenty (20) foot easements located on Lots 35, 38 & 39 and Lots 49-58, as dedicated by "Lakehurst Subdivision" recorded in Plat Book 4, Page 145 of the Plat Records of Travis County, Texas and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

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

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

x 

Signature

MARC POTTER

Printed Name

MGR.-ENG. DESIGN

Title

AT&T TEXAS

Utility Company or District

12/19/07

Date

Please return this completed form to:

Terry S. Reynolds, Project Coordinator
PBS&J
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of a portion of the unnamed right-of-way (ROW) between the blocks formed by Lots 63-73 and Lots 74-85 and adjacent to Lots 60 – 62, and two unspecified twenty (20) foot easements located on Lots 35, 38 & 39 and Lots 49-58, as dedicated by "Lakehurst Subdivision" recorded in Plat Book 4, Page 145 of the Plat Records of Travis County, Texas and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

- We do not have a need for an easement on the property described in the accompanying document.
- We do have need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Bill J. ...
Signature

B. J. ASURA
Printed Name

V.P.
Title

Inverness Utility Company
Utility Company or District

1-31-08
Date

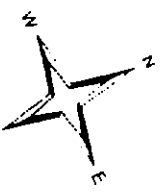
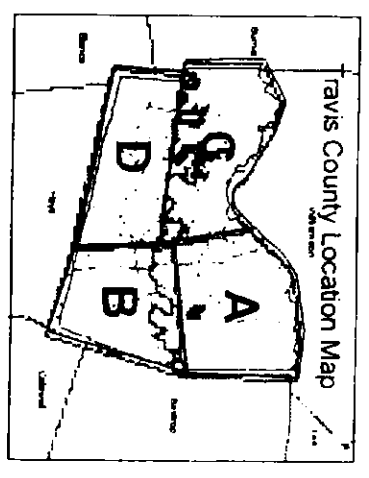
Please return this completed form to:

Terry S. Reynolds, Project Coordinator
PBS&J
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

Re-sub of Tracts 5, 6, 8, 9 of Lakehurst Sub
2-ROWs to be Rejected
2-20' Easements to be Vacated

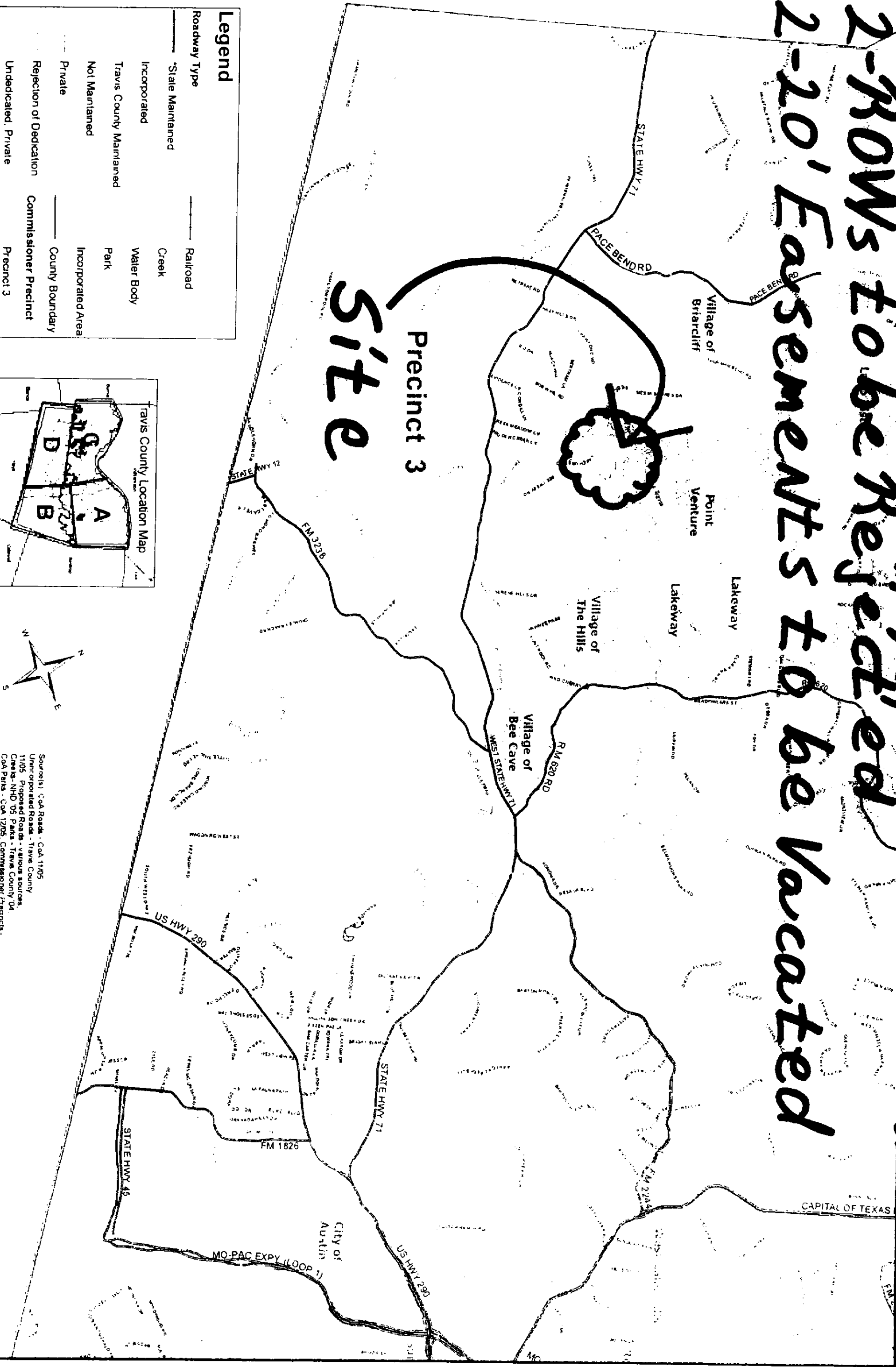
Legend

Roadway Type	Railroad
State Maintained	Creek
Incorporated	Water Body
Travis County Maintained	Park
Not Maintained	Incorporated Area
Private	County Boundary
Rejection of Dedication	Commissioner Precinct
Undedicated, Private	Precinct 3

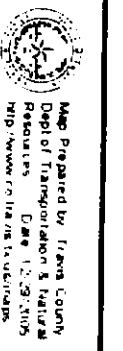
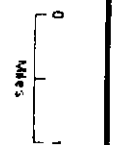


Sources: CoA Roads - CoA 1105
 Unincorporated Roads - Travis County
 1105 Proposed Roads - various sources,
 Creeks - NHD 05 Parks - Travis County 04
 CoA Parks - CoA 1205, Commissioner Precincts -
 Travis County Voter Register 2002

Note: For legal purposes, not all State Maintained roadways are shown in red.



Travis County Roadways, Map D



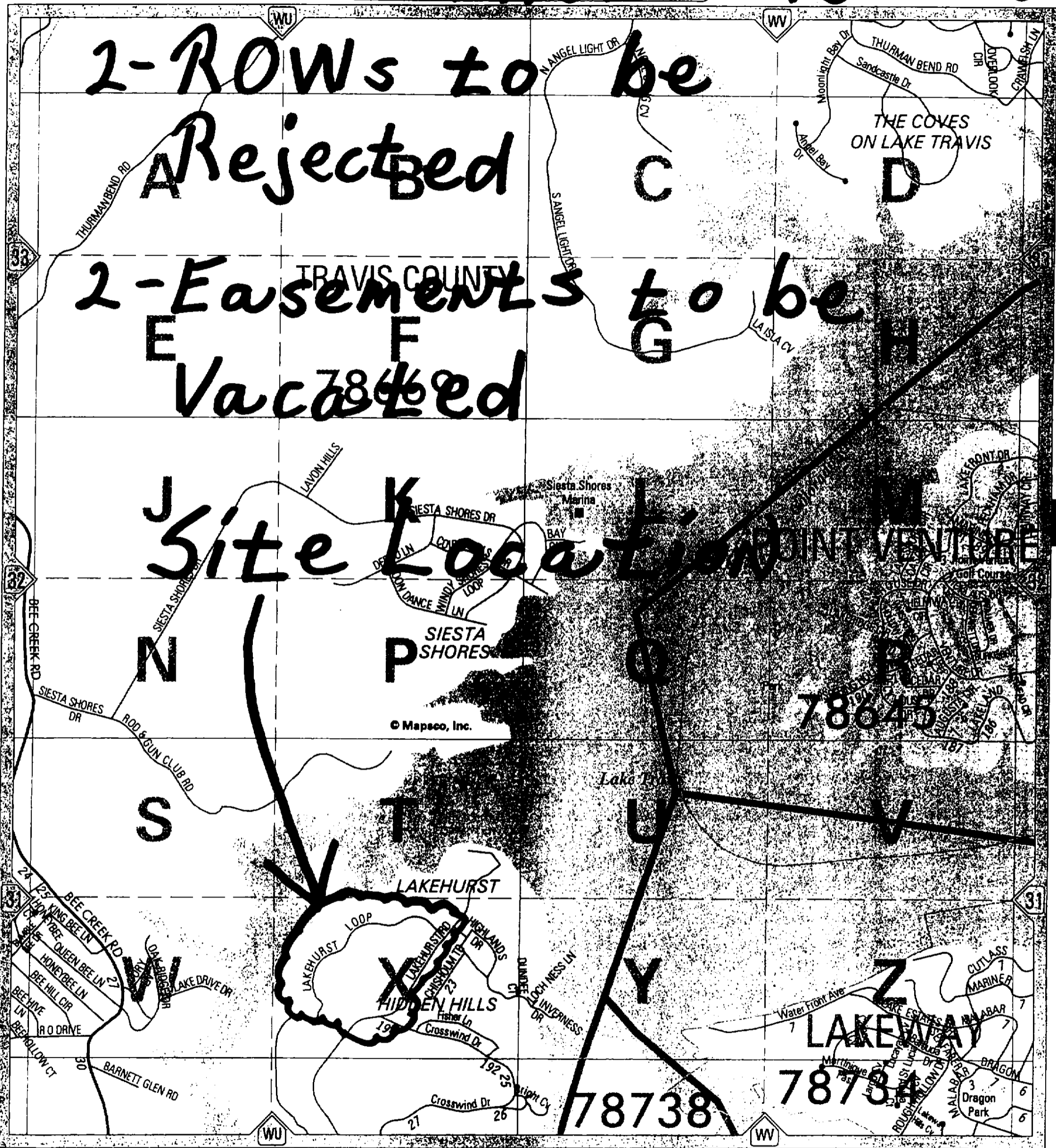
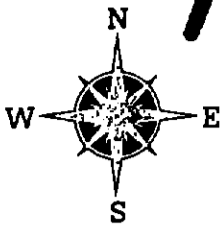
Map Prepared by Travis County
 Dept of Transportation & Natural
 Resources Date: 11/29/08
 File Name: 101128151.dwg

Map Disclaimer: This map was created for the Travis County Sign Crew by identifying Travis County's maintained roadways. The data is provided "as is" with no warranty of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383

Text Scale:
 1 inch equals 1,000 miles
 1 inch equals 5,292 feet

Re-sub of Tracts 5, 6, 8, 9 of Lakehurst Sub

488



CONTINUED ON MAP 487

CONTINUED ON MAP 518

CONTINUED ON MAP 489



20' Easements to be Vacated

W WINDY BURKE
DEVELOPER AND EXCLUSIVE SALES AGENT
728 SNOW BUILDING PHONE 2838

TRACTS 5, 6, 8 AND 9 OF
LAKEHURST SUBDIVISION
TRAVIS COUNTY, TEXAS

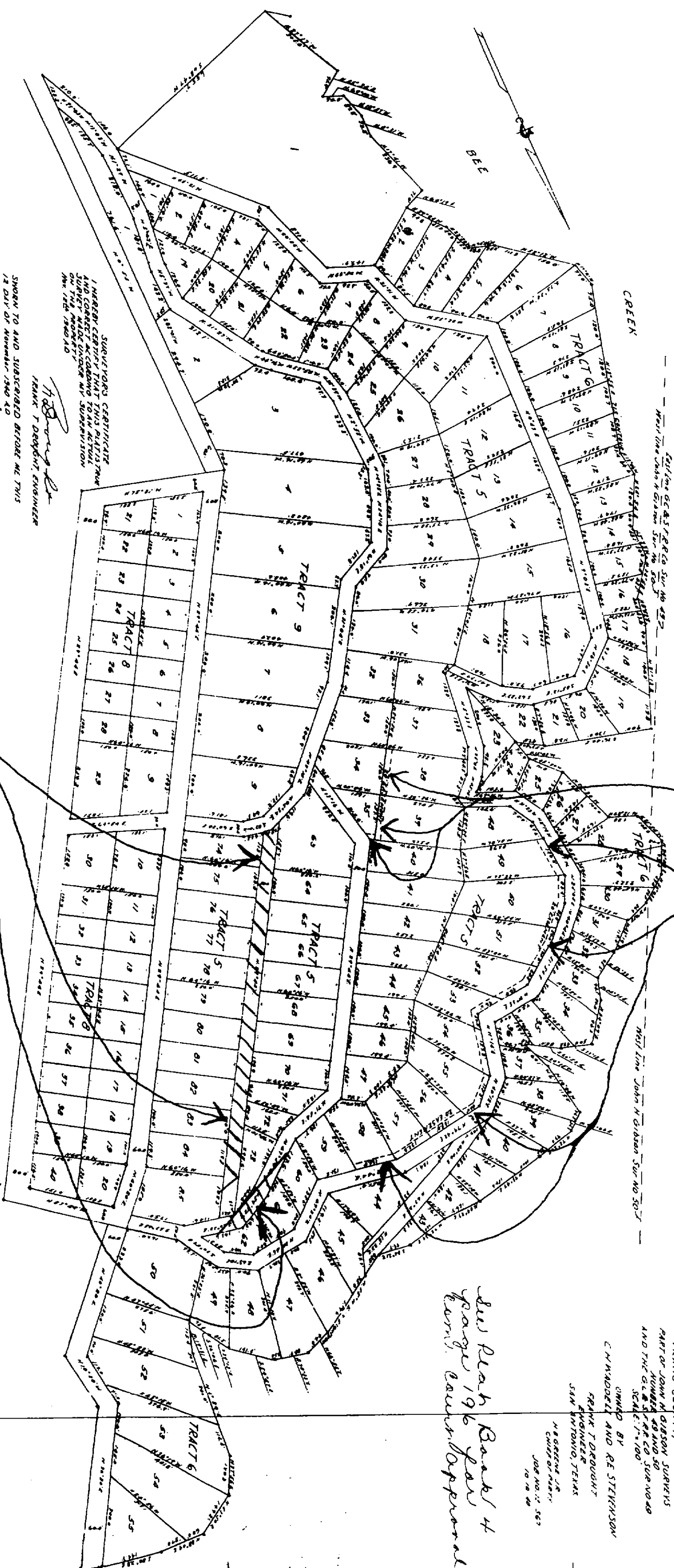
PART OF JOHN H GIBSON SURVEY
NUMBER 49 AND 50
AND THE G & S R R CO SURV NO 48
SCALE: 1"=100'

OWNED BY
C. M. WADDELL AND R. E. STEVENSON

FRANK T. DROUGHT
ENGINEER
SAN ANTONIO, TEXAS

REGISTERED IN
CHIEF OF PUBLIC
JOB NO. 11,567
10-28-48

*See Plat Book 4
page 196 for
earl easement*



SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY
AND CORRECTION THEREOF WERE
CONDUCTED UNDER MY SUPERVISION
ON THE PROPERTY
NO. 1248 1940 AD

H. Drought
FRANK T. DROUGHT, ENGINEER

SUBSCRIBED BEFORE ME THIS
12 DAY OF November 1940 AD

R. E. Stevenson
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

(Notary Seal) (Surveyor's Seal)

Filed for record January 22, AD 1941 at 11:11 AM
Recorded January 23, AD 1941

THE STATE OF TEXAS) KNOW ALL MEN BY THESE PRESENTS: That we, R. E. STEVENSON and
COUNTY OF TRAVIS) C. M. WADDELL, the owners of Tracts Nos. Five (5), Six (6), Eight (8) and Nine (9) of Lakehurst
Subdivision, a subdivision of part of the John H. Gibson Survey, Nos. 48 and 50 and the G & S
S. R. R. Co. No. 48 in Travis County, Texas, according to the map of said subdivision as shown on
in the public file of the Travis County Clerk, do hereby certify that the 20-foot wide easements
shown on the plat of said subdivision are hereby dedicated to the public use
Witness our hands and seals this 22 day of Jan'y AD 1941.

R. E. Stevenson
C. M. WaddeLL

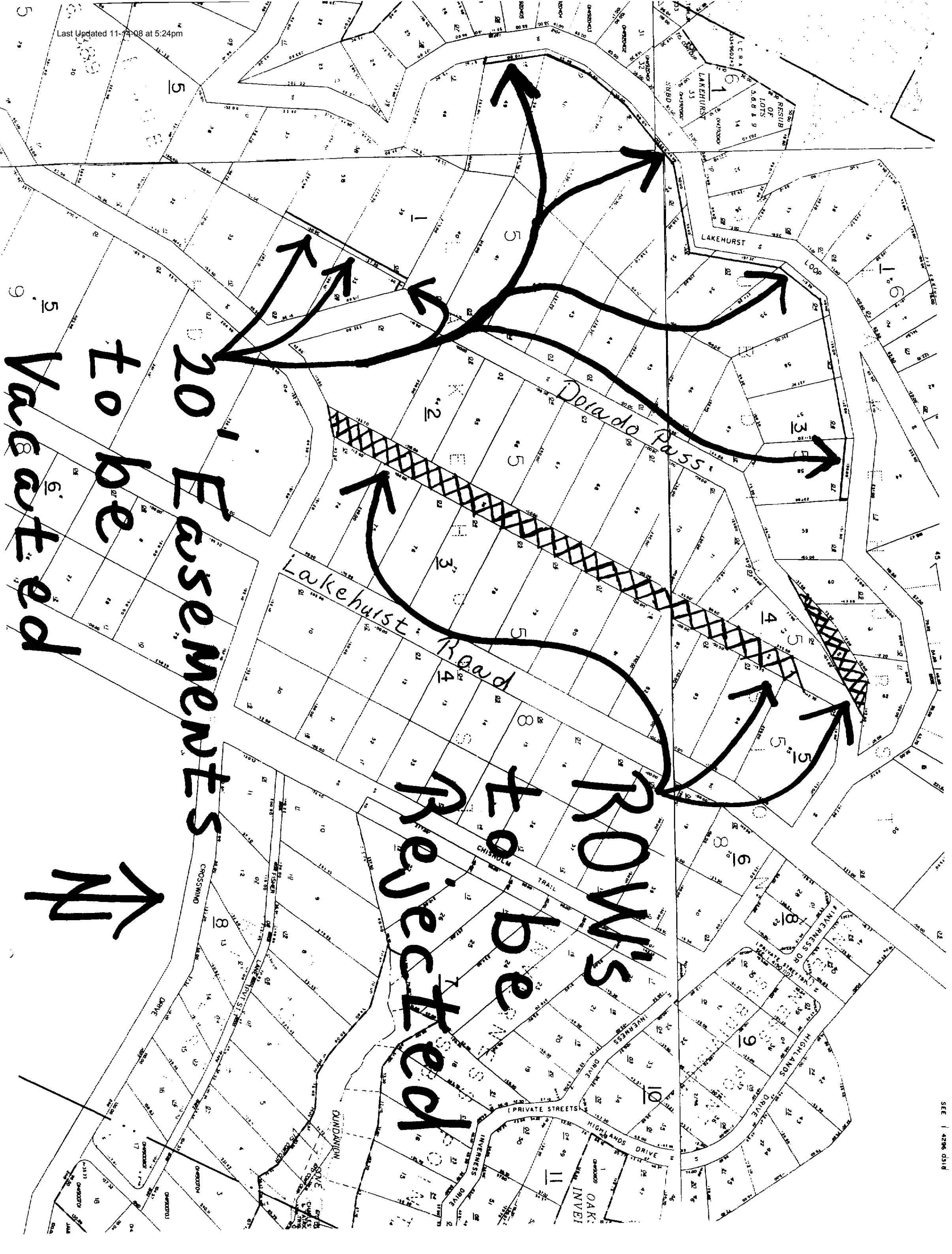
ROWS to be Rejected

THE STATE OF TEXAS) Before me, the undersigned authority, on this day personally appeared
COUNTY OF TRAVIS) R. E. Stevenson and C. M. WaddeLL, both known to me to be the persons whose names are subscribed to the
 foregoing instrument, and each acknowledged to me that they executed the same for the purposes and
 and consideration therein expressed and that they executed the same as their free and voluntary act
 and deed. Witness my hand and seal of office this 22 day of Jan'y AD 1941.

Windy Burke
WINDY BURKE
1100 33RD
S.W. ST. ANTONIO, TEXAS

20' Easements
to be
Vaccated

ROWS
to be
Rejected





RECEIVED
COUNTY CLERK
COMPTON, TX 78746

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A Public Notice of Vacation of an un-specified Easement sign was posted on March 4, 2008, on the west side of Dorado Pass at the lot line between Lots 35 & 40 of the Re-subdivision of Tracts 5, 6, 8 & 9 of Lakehurst Subdivision at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 6th DAY OF March, 2008.

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#1.doc



**NOT
PUBLIC HEARING
ON MARCH 25
UN-SPECIFIED EVENT**

**OF
HEARING
AT 9:00 AM
UNT VACATION**

APPROVE THE VACATION OF A 20' UNSPECIFIED
EASEMENT LOCATED ALONG THE NORTH LOT LINE
OF 35 CONTINUING ALONG THE EAST LOT LINES
LOTS 39 & 38 OF THE 1/4 DIVISION OF TRACTS
8 & 9 OF LAKEHURST
IN PARCEL 3

APPROVE THE VACATION OF A 20' UNSPECIFIED
EASEMENT LOCATED ALONG THE NORTH LOT LINE
OF 35 CONTINUING ALONG THE EAST LOT LINES
LOTS 39 & 38 OF THE 1/4 DIVISION OF TRACTS
8 & 9 OF LAKEHURST
IN PARCEL 3

**AT THE TRAVIS
COMMISSION
314 WEST
FIRST
MORE INFO**

**COMMISSION
314 WEST
FIRST
MORE INFO**



**NOTICE OF
PUBLIC HEARING
March 25, 2008 AT 9:00 AM
UN-SPECIFIED EASEMENT VACATION**

TO APPROVE THE VACATION OF A 20' UN-SPECIFIED EASEMENT LOCATED ALONG THE NORTH LOT LINE OF LOT 35 CONTINUING ALONG THE EAST LOT LINES OF LOTS 39 & 38 OF THE RESUBDIVISION OF TRACTS 5, 6, 8, & 9 OF LAKEHURST SUBDIVISION— A SUBDIVISION IN PRECINCT 3

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#1.doc

#1

Last Updated 11-14-08 at 5:24pm

HEARING WILL BE HELD AT THE TRAVIS
COUNTY COMMISSIONERS COURTROOM
314 WEST 11TH STREET (FIRST FLOOR)
AUSTIN, TX

FOR MORE INFORMATION CALL: 854-9383

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#1 doc

#2



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78707
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

Two Public Notice of Vacation of an Un-specified Easement signs were posted on March 5, 2008, both on the east side of Lakehurst Loop with one at the lot line between Lots 48 & 49 and the other at the lot line between Lots 58 & 59 of the Re-subdivision of Tracts 5, 6, 8 & 9 of Lakehurst Subdivision at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 6th DAY OF March, 2008.

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: Supervisor

cc: Garcia (sign shop)

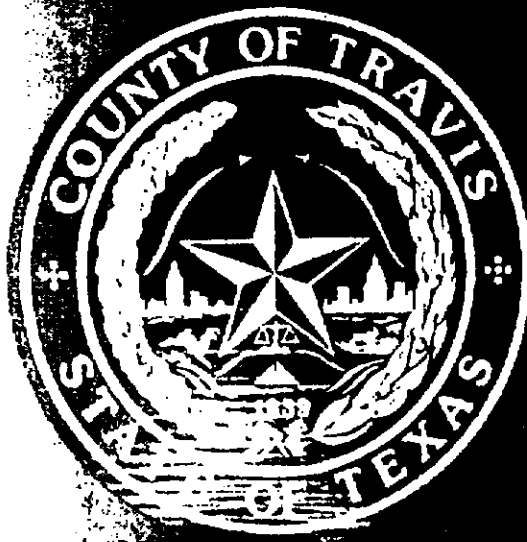
M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#2.doc



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Austin, Texas, this 1st day of January, 1900.

CLERK OF THE COUNTY OF TRAVIS, TEXAS.

ATTEST:



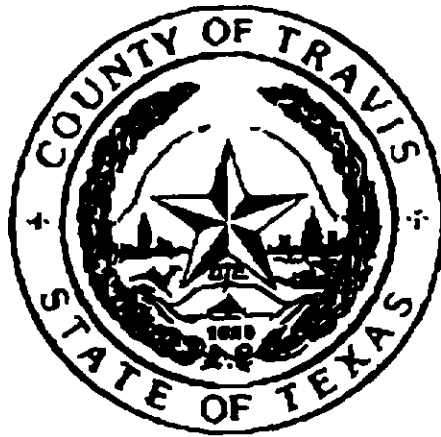
NOTICE OF PUBLIC HEARING
ON MARCH 25
ON UN-SPECIFIED E

HEARING
AT 9:00 AM
ENT VACATION

TO APPROVE THE VACATION OF A 20' UNSPECIFIED
ELEMENT LOCATED ALONG THE FRONT LOT LINE
LOTS 49 THROUGH 51 OF THE RE SUBDIVISION
TRACTS 5, 6, 8, & 9 OF THE CENTURY SUBDIVISION
A SUBDIVISION IN REGION 13

AT THE J
MISSION
AW
RS
MORE INFO

W
W
W
W



**NOTICE OF
PUBLIC HEARING
March 25, 2008 AT 9:00 AM
UN-SPECIFIED EASEMENT VACATION**

TO APPROVE THE VACATION OF A 20' UN-SPECIFIED EASEMENT LOCATED ALONG THE FRONT LOT LINES OF LOTS 49 THROUGH 58 OF THE RE-SUBDIVISION OF TRACTS 5, 6, 8, & 9 OF LAKEHURST SUBDIVISION— A SUBDIVISION IN PRECINCT 3

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#2.doc

#2

Last Updated 11-14-08 at 5:24pm

HEARING WILL BE HELD AT THE TRAVIS
COUNTY COMMISSIONERS COURTROOM
314 WEST 11TH STREET (FIRST FLOOR)
AUSTIN, TX

FOR MORE INFORMATION CALL: 854-9383

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#2.doc

Feb 28 2008 02:36pm P011/022

Fax: 5128544649

TNR

#3



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GISELMAN, EXECUTIVE MANAGER
411 West 13th Street
Executive Office Building
P O Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A Public Notice of Rejection of Dedication of Right-of-Way sign was posted on March 4, 2008, at the intersection of Dorado Pass and an un-named road more specifically at the northern tip of Lot 73 of the Re-subdivision of Tracts 5, 6, 8 & 9 of Lakehurst Subdivision at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 6th DAY OF March, 2008.

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: Supervisor

cc. Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#3.doc

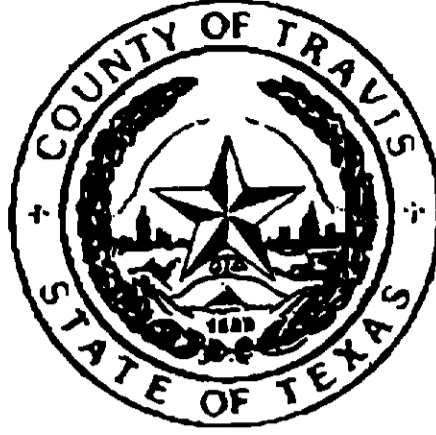


NOTICE OF PUBLIC HEARING

ON MARCH 25, 2008 AT 9:00 AM
REJECTION OF EASEMENT-OF-WAY (ROW)

TO APPROVE THE REJECTION OF
DEDICATION AND OUTCLAIM OF A 0.268
ACRE PORTION OF DORADO PASS
LOCATED ADJACENT TO LOTS 60
THROUGH 62 OF THE RESUBDIVISION OF
TRACTS 5, 6, 8 & 9 OF HANBURST
DIVISION-A SUBDIVISION IN DISTRICT 3

AT THE TRAVIS COUNTY COMMISSION
COMMISSION ROOM, 1000 WEST
14TH STREET, AUSTIN, TEXAS 78703
FOR MORE INFORMATION, CONTACT THE COUNTY CLERK AT (512) 375-2000



**NOTICE OF
PUBLIC HEARING
March 25, 2008 AT 9:00 AM
REJECTION OF RIGHT-OF-WAY (ROW)**

TO APPROVE THE REJECTION OF
DEDICATION AND QUITCLAIM OF A 0.268
ACRE PORTION OF DORADO PASS
LOCATED ADJACENT TO LOTS 60
THROUGH 62 OF THE RESUBDIVISION OF
TRACTS 5, 6, 8, & 9 OF LAKEHURST
SUBDIVISION— A SUBDIVISION IN
PRECINCT 3

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#3.doc

HEARING WILL BE HELD AT THE TRAVIS
COUNTY COMMISSIONERS COURTROOM
314 WEST 11TH STREET (FIRST FLOOR)
AUSTIN, TX

FOR MORE INFORMATION CALL: 854-9383

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#3.doc

#4



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GISELMAN EXECUTIVE MANAGER
411 West 13th Street
Executive Office Building
P O Box 1748
Austin, Texas 78767
tel 512-854-9353
fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

Two Public Notice of Rejection of Dedication of Right-of-Way signs were posted on March 5, 2008, one located at the intersection of Lakehurst Road and the subject un-named road with the other at the intersection of Dorado Pass and the subject un-named road within the Re-subdivision of Tracts 5, 6, 8 & 9 of Lakehurst Subdivision at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 6th DAY OF March, 2008.

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#4.doc



NOTICE OF PUBLIC HEARING

ON MARCH 25, 2010 AT 9:00 AM
REJECTION OF RIGHT OF WAY (ROW)

TO APPROVE THE REJECTION OF DEDICATION AND QUITCLAIM OF APPROXIMATELY 1,186' OF A 50' UNNAMED ROW LOCATED BETWEEN TWO SEPARATE BLOCKS OF LOTS WITH ONE BLOCK CONSISTING OF LOTS 63 THROUGH 73 AND THE OTHER CONSISTING OF LOTS 74 THROUGH 85, ALL BEING WITHIN THE RE-SUBDIVISION OF TRAVIS COUNTY S 5, 6, 8 & 9 OF LAKEHURST SUBDIVISION A SUBDIVISION IN PRECINCT 3

AT THE TRAVIS COUNTY COMMISSIONERS COURT ROOM
314 WEST 10TH STREET
(FIRST FLOOR)
AUSTIN, TEXAS 78701
FOR MORE INFORMATION CALL 512-478-9388

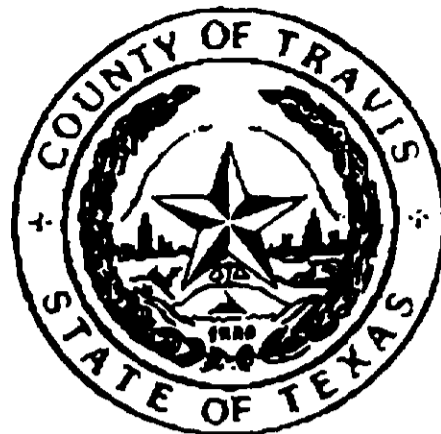


NO
PUBLIC
ON MARCH
REJECTION
 TO APPROVE THE
 AND QUITCLAIM
 OF A 50' UNNAMED
 TWO SEPARATE
 BLOCK CONSISTING
 73 AND THE OTHER
 74 THROUGH 8
 SUBDIVISION
 LAKEHURST

AT THE
 COMMISSION
 14
 HOURS
 MORE

THE OFF
 HEARING
 008 AT 9:00 AM
 OFFICE WAY
 SECTION OF DEDICATION
 APPROXIMATELY
 NOW LOCATED BETWEEN
 OF LOTS WITH
 LOTS 63 THROUGH
 CONSISTING OF
 BEING WITHIN THE
 ACTS 6, 8, 9
 AND A SUBDIVISION

PROPOSED



**NOTICE OF
PUBLIC HEARING
March 25, 2008 AT 9:00 AM
REJECTION OF RIGHT-OF-WAY
(ROW)**

TO APPROVE THE REJECTION OF DEDICATION AND QUITCLAIM OF APPROXIMATELY 1,186' OF A 50' UN-NAMED ROW LOCATED BETWEEN TWO SEPARATE BLOCKS OF LOTS, WITH ONE BLOCK CONSISTING OF LOTS 63 THROUGH 73 AND THE OTHER CONSISTING OF LOTS 74 THROUGH 85, ALL BEING WITHIN THE RE-SUBDIVISION OF TRACTS 5, 6, 8, & 9 OF

cc Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#4 doc

#4

Last Updated 11-14-08 at 5:24pm

LAKEHURST SUBDIVISION— A SUBDIVISION IN PRECINCT 3

HEARING WILL BE HELD AT THE TRAVIS
COUNTY COMMISSIONERS COURTROOM
314 WEST 11TH STREET (FIRST FLOOR)
AUSTIN, TX

FOR MORE INFORMATION CALL: 854-9383

cc. Garcia (sign shop)

M:\PERMITS\Vacate\08ROW\01LakehurstSub\SignRequest#4 doc

26

Travis County Commissioners Court Agenda Request

Voting Session 11/18/08 Work Session _____
(Date) (Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNK

B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Buffington Land, Ltd. for sidewalk fiscal for the Villages of Hidden Lake Phase 2B, a subdivision in Precinct 2**

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct Two

II. A. Is backup material attached*: Yes X No
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

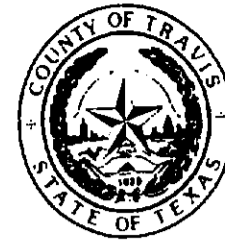
B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

AB Anna Bowlin – 854-9383

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: November 7, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna M. Bowlin, Development Services 

SUBJECT: Approve a Cash Security Agreement for The Villages of Hidden Lake Phase 2B, a subdivision in Precinct 2.

Summary and Staff Recommendation:

Buffington Land, Ltd. proposes to use this Cash Security Agreement in the amount of \$2,000.00 in order to post sidewalk fiscal for the area of sidewalk, along Silent Harbor Loop, that was damaged by the construction of the adjacent subdivision. The streets of this subdivision were accepted for dedication on September 30, 2008.

Budgetary and Fiscal Impacts:

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

Required Authorizations:

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

Exhibits:

Cash Security Agreement
Map

DV:AMB:dv

1102 Villages of Hidden Lake Phase 2B

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Buffington Land, Ltd.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$2,000

SUBDIVISION: Villages of Hidden Lake 2-B

DATE OF POSTING: 10/31/08

EXPIRATION DATE: Three Years or more from Date of Posting

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

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

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

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

CashSecurityAgreement/Sidewalks
Page 2

The DEVELOPER/BUILDER must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested and interest paid at the rate Travis County receives for its 90-day accounts. If so, he will be charged \$25.00 investment fee for every 90 days. The minimum amount of cash security that will be considered for investment is Two Thousand Dollars (\$2,000.00).

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: *x Jim Withers*
PRINT Jim Withers

*BUFFINGTON CAPITAL HOLDINGS
3600 N. CAPITAL OF TEXAS HWY
BLDG. B, SUITE 170
AUSTIN TX 78746*

TITLE: Vice President

PHONE: 732-2825

SIGN ONLY ONE

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.

Name Date

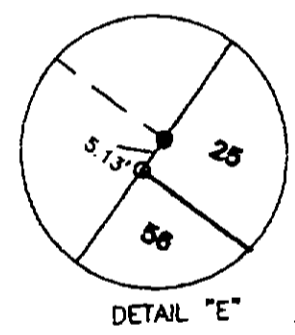
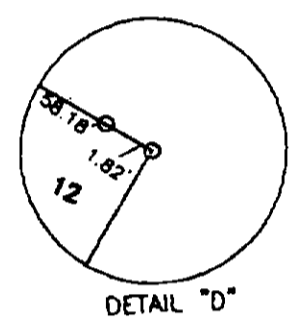
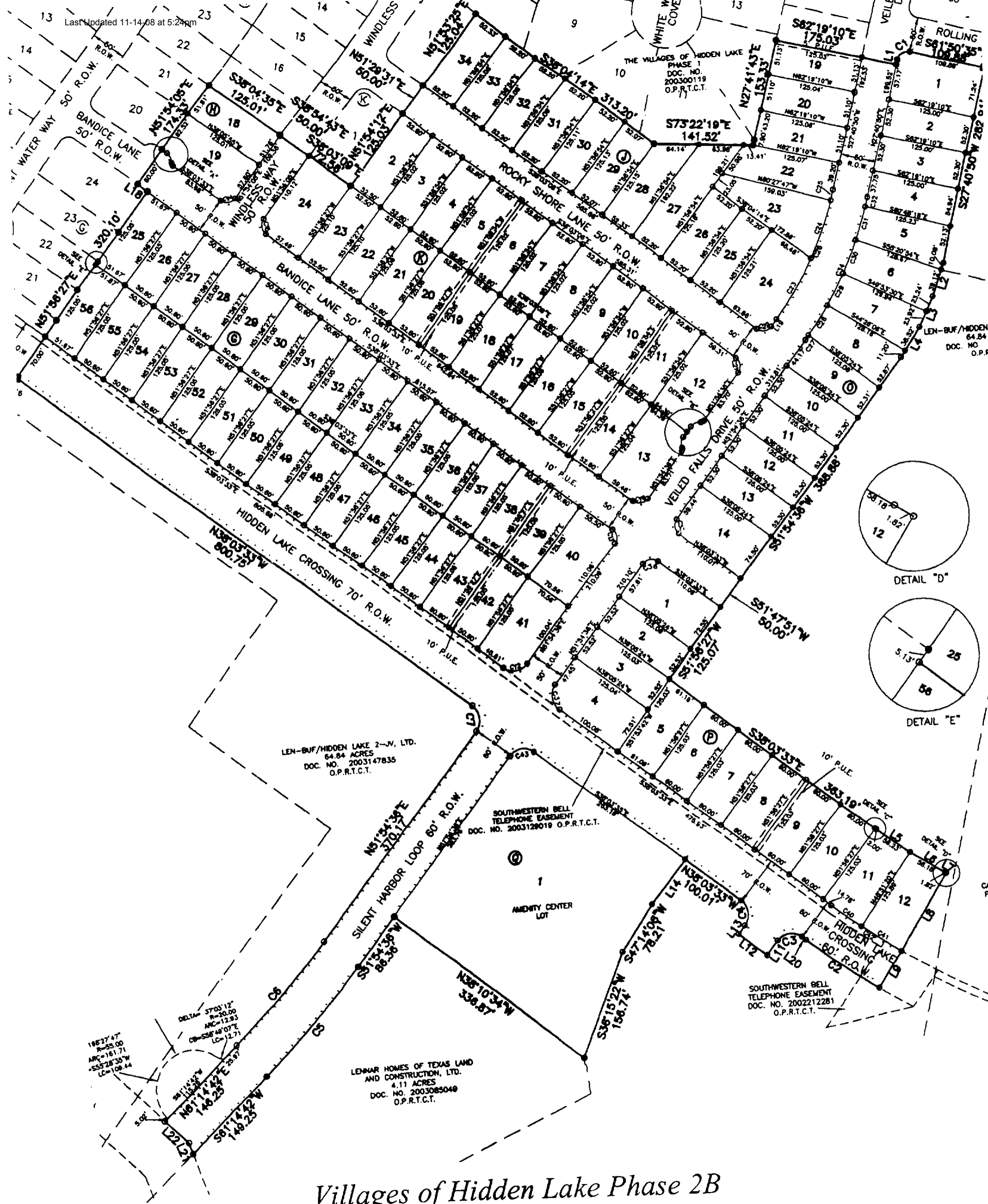
Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

x Jim Withers
Name Withers Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date



LEN-BUF/HIDDEN LAKE 2-J, LTD.
64.84 ACRES
DOC. NO. 2003147835
O.P.R.T.C.T.

SOUTHWESTERN BELL
TELEPHONE EASEMENT
DOC. NO. 2003129019 O.P.R.T.C.T.

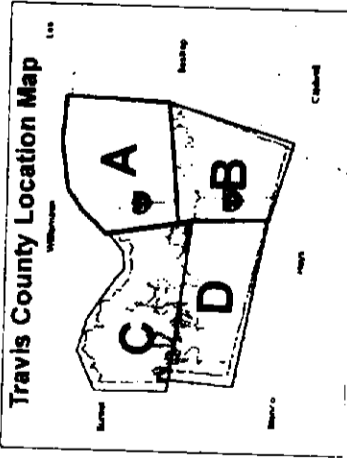
SOUTHWESTERN BELL
TELEPHONE EASEMENT
DOC. NO. 2002212281
O.P.R.T.C.T.

LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD.
4.11 ACRES
DOC. NO. 2003085049
O.P.R.T.C.T.

186°27'47"
R=55.00
ARC=161.71
SSS'28'35"W
LC=108.44

DELTA= 37°03'12"
R=20.00
ARC=12.93
CB=SSS'48'07"E
LC=12.71

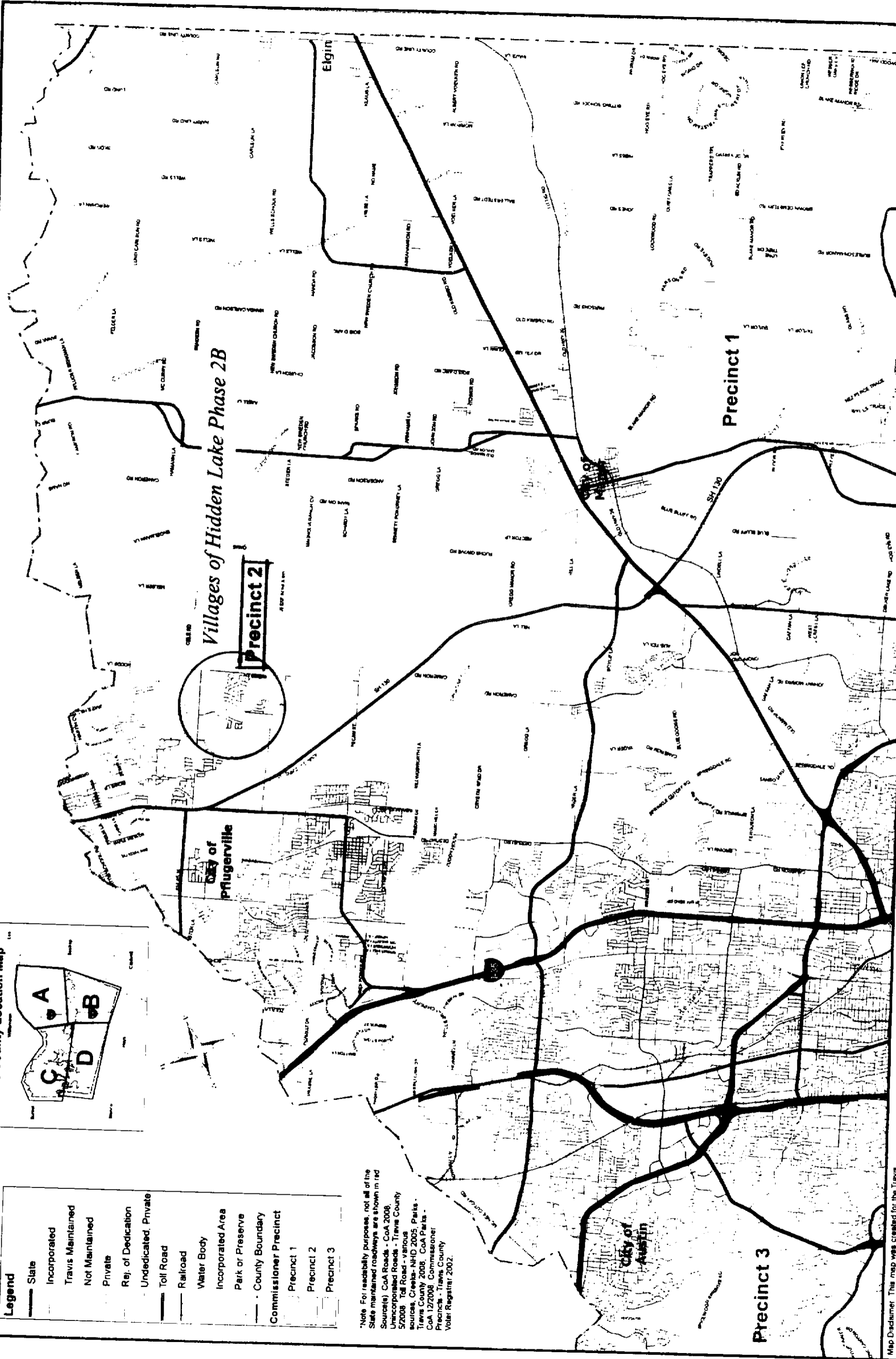
Villages of Hidden Lake Phase 2B



Legend

—	State
—	Incorporated
—	Travis Maintained
—	Not Maintained
—	Private
—	Rej. of Dedication
—	Undedicated, Private
—	Toll Road
—	Railroad
—	Water Body
—	Incorporated Area
—	Park or Preserve
—	County Boundary
—	Commissioner Precinct
—	Precinct 1
—	Precinct 2
—	Precinct 3

*Note: For readability purposes, not all of the State maintained roadways are shown in red
 Sources: CoA Roads - CoA 2008
 Unincorporated Roads - Travis County 5/2008
 Toll Road - various sources, Creels-NHD 2005, Paris - Travis County 2008, CoA Parks - CoA 12/2008, Commissioner - Voter Registrar 2002.



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided as is with no warranty of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383

Text Scale:
 1 inch equals 1,002 miles
 1 inch equals 5,292 feet

Travis County Roadways, Map A

Map Prepared by Travis County
 Dept. of Transportation & Natural Resources
 Date 6/9/2008
<http://www.co.travis.tx.us/maps>



27

Travis County Commissioners Court Agenda Request

Voting Session: November 18, 2008
(Date)

Work Session: _____
(Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and Take Appropriate Action on Staff Request to Release a Request for Services for Workforce Development Services.

C. Approved by: _____
Signature of Commissioner(s) or County Judge

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request
(Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY CLERK'S OFFICE
08 NOV 12 AM 11:37

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



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

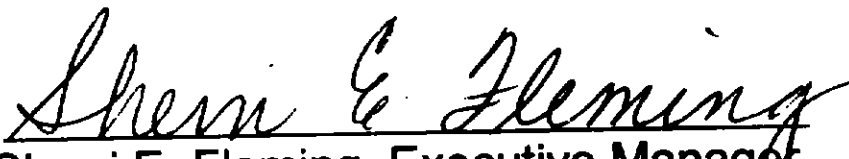
**100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

MEMORANDUM

Date: November 10, 2008

To: Members of the Commissioners Court

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

Subject: Request for Workforce Development Services

Proposed Motions:

Consider and Take Appropriate Action on Staff Request to Release a Request for Services for Workforce Development Services.

Summary and Staff Recommendation:

Travis County Health and Human Services has worked with the Planning and Budget Office and the Court to identify a total of \$265,000 (including \$50,000 in ongoing funding) to invest in expanded Workforce Development services. Department staff has worked with Purchasing to develop an RFS that is now ready for release. Department proposes reserving \$25,000 for evaluation of these services; the remainder will be applied to purchase services as described below.

The proposed scope of work describes 1) the range of services in which the County has interest, 2) the goals we hope to achieve from each type of services, and 3) the basic characteristics that we expect of any funded proposal.

Range of Services:

Travis County HHS&VS intends to secure one or more of the following training and employment services through one or more providers for Travis County priority residents:

- Adult basic education, including literacy and English as a second language;
- High school diploma or GED programs;
- Vocational certification programs;
- Formal higher education (degree programs);
- Work readiness instruction;
- Job search/placement assistance.

Services should be designed to allow residents to acquire skills and knowledge to improve employment options, earning potential, and ultimately lead to greater self-sufficiency.

Goals:

Adult basic education:

- Literacy: documented advance in tested literacy level, using the Test of Adult Basic Education (TABE) or other comparable test;
- English as a Second Language: documented advance in tested English proficiency using Basic English Skills Test (BEST) or other comparable test;

High school diploma/GED:

- High school credits earned;
- Receipt of HS diploma;
- GED tests passed;
- Receipt of GED;

Vocational certification programs (long- and short-term instruction);

- Receipt of vocational certification, tied to demand occupations;
- Employment and earnings gain;

Formal higher education (degree programs);

- Credit hours earned (progress toward degree);
- Receipt of degree
- Employment and earnings gain;

Work readiness;

- Employment and earnings gain;

Additional Requirements:

Programs funded must have the following characteristics:

- Participants can access multiple types of service, multiple career paths and/or achieve more than one of the objectives described above;
- Programs have clear connections with local employers: (required of any employment related program, preferred, but not required for adult basic education, GED, or HS diploma programs):
 - To ensure that course content is relevant to the current local and regional labor market;
 - To facilitate employer participation in job fairs or other activities to facilitate employment opportunities for participants.

- To facilitate access to learning opportunities for working adults;
- Provide client level information necessary for ongoing evaluation of locally funded workforce development services being conducted by third party identified and funded by Travis County;
 - Client name;
 - Client social security number;
 - Client birth date;
- Be able to effectively serve one or more of the priority populations as identified by Travis County, including:
 - Formerly incarcerated persons;
 - Recipients of Travis County emergency assistance;
 - Recipients of other public assistance including, but not limited to TANF or Food Stamps;
 - Young adults aging out of the foster care system;
 - Persons with a disability;

Additional considerations for evaluation of proposals include:

- Degree to which programs leverage other funding to provide services;
- Cost and time, relative to similar programs, to achieve desired outcomes;
- Projected likelihood of success, compared to like programs, serving comparable populations.
- Utilization of evidence based practices;
- Ability of program to facilitate access to other supportive services (ex. child care, rental assistance, transportation).

Budgetary and Fiscal Impact:

Funding for this RFS is currently in the department budget. It includes \$215,000 in one time funds, and \$50,000 in ongoing budget. Department proposes reserving \$25,000 in ongoing resources for evaluation of these services; the remainder will be applied to purchase direct services.

Issues and Opportunities:

Troubling economic and labor force dynamics place an ever greater premium on skills and talent. The minimum level of education and skills required to achieve self-sufficiency continues to rise, creating an ever greater barrier for a significant portion of our community (according to 2007 American Community Survey data released this year 15.5% of County residents over age 25 had less than a HS diploma). This investment will expand our County efforts to bridge this gap for vulnerable residents.

Background:

This proposal builds on lessons learned through our history of WFD investments, third party evaluation of local services, and ongoing research into promising practices nationwide.

**Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office**



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, Purchasing Agent

314 W. 11th, Room 400 □ P.O. Box 1748 □ Austin, Texas 78767 □ (512) 854-9700 □ Fax (512) 854-9185

November 18, 2008

You are invited to submit your proposal in accordance with the requirements in this **REQUEST FOR SERVICES (RFS) #S090063-RE, WORKFORCE DEVELOPMENT SERVICES** for Travis County.

Proposals must be submitted with an **ORIGINAL (MARKED "ORIGINAL") AND FIVE (5) COPIES** to the Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, P.O. Box 1748, Austin, Texas 78767, no later than **3:00 P.M. CST ON Wednesday, December 10, 2008.**

Any questions concerning this Request for Services should be directed to Rebecca Gardner, Purchasing Agent Assistant III, at 512/854-9853, or Fax 512/854-9185.

NOTE: During this procurement process, potential respondents ARE NOT to contact individual members of the Travis County Commissioners Court regarding this solicitation. Any such contact may result in disqualification of the proposal.

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

REQUEST FOR SERVICES

RFS #S090063-RE

WORKFORCE DEVELOPMENT SERVICES

DO NOT OPEN IN MAILROOM

Your consideration of this Request for Services is appreciated.

Sincerely,

Cyd V. Grimes, C.P.M.
Purchasing Agent

REQUEST FOR SERVICES
WORKFORCE DEVELOPMENT SERVICES
RFS NO. S090063-RE

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**REQUEST FOR SERVICES
WOKRFORCE DEVELOPMENT SERVICES
RFS # S090063-RE**

PART I - GENERAL REQUIREMENTS

PART I, SECTION A - GENERAL INFORMATION

1.0 PURPOSE:

The Travis County Purchasing Office is requesting proposals from qualified firms, agencies or individuals interested in providing Workforce Development Services for the Travis County through the Travis County Health, Human Services and Veterans' Department.

2.0 INCURRED EXPENSES:

There is no expressed or implied obligation for Travis County to reimburse offerors for any expense incurred in preparing proposals in response to this request, and Travis County will not reimburse anyone for these expenses. Travis County will consider proposals from all qualified, responsible offerors.

3.0 SUBMISSION OF PROPOSAL:

Telegraphic and faxed proposals will not be considered; however, proposals may be modified by telegraphic or faxed notice provided such notice is received prior to the time and date set for the proposal opening and specific proposal prices are not exposed by such amendment.

4.0 LATE PROPOSALS OR MODIFICATIONS:

Proposals and/or modifications to proposals received after the time set for the proposal submission will not be considered, and will be returned to sender unopened.

5.0 WITHDRAWAL OF PROPOSALS:

A proposal may not be withdrawn by the offeror without the permission of Travis County for a period of ninety (90) days following the date designated for the receipt of proposals, and an offeror agrees to this by submitting a proposal.

6.0 POINTS OF CONTACT:

Information regarding the purchasing process, the contents of this RFS, or questions concerning the Scope of Services in Part II may be obtained from the Travis County Purchasing Office. When requesting information or submitting questions, please refer to the RFS number at the top of this page.

7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION:

If any Offeror contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other documents or any part thereof, a request for clarification should be submitted to the Purchasing Agent on or before SEVEN (7) DAYS PRIOR to the scheduled opening of the proposals. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFS will be made only by an RFS Amendment duly issued. A copy of such RFS Amendment will be mailed or faxed to each person receiving a solicitation.

8.0 GENERAL CONDITIONS:

Offeror represents that the requirements, schedule, instructions and all other RFS documents have been thoroughly examined and that all investigations necessary to be thoroughly informed regarding delivery of the services as required by the RFS conditions have been conducted.

9.0 QUALIFICATIONS:

See Part II- "Scope of Services".

10.0 **OTHER CONDITIONS:**

- 10.1 The Offeror agrees that all uses of Travis County facilities, utilities and supplies shall be solely with the prior approval of Travis County and solely for the benefit of Travis County and directly related to the Offeror's actions under this contract.
- 10.2 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment 4 "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

PART I, SECTION B -REQUIRED DOCUMENTATION

- 1.0 The documentation required for submittal with the Offeror's proposal is described in the following paragraphs. Paragraph 2.0 describes documentation that will be used in the evaluation of the Offeror's proposal. Paragraph 3.0 lists other documents that must be submitted. **Please note this Section B may not address all documentation required by the RFS. The offeror is cautioned to read the entire RFS to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFS.**
- 2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with an original (**marked "original"**) **and five (5) copies**. They are to include the following:
- 2.1 Title Page - The Title page must show the RFS subject and number; the Offeror's name; the name, address, and telephone number of a contact person; and the date of the proposal.
- 2.2 Transmittal Letter - Submit a signed letter briefly addressing the Offeror's understanding of the work to be done, the commitment to do the work detailed within this RFS and a statement explaining why the offeror believes itself to be best qualified to do the required work.
- 2.3 Detailed Proposal - The detailed proposal must address the ability to provide services for each requirement set forth in this RFS, including but not limited to, responses to the following items:
- 2.3.1 Provide the number, location, and experience level of staff. Provide a professional resume for each staff member designated to work with Travis County, listing their work experience, professional certifications, honors, awards, etc. plus;

RFS# S090063-RE

- 2.3.1.1 Description of the training, qualifications, and specific experience of the key individual (s) who will provide Professional Workforce Development Services.
- 2.3.2 How long has Offeror been providing Workforce Development services?
- 2.3.3 Does your company intend to subcontract any of the work to be performed under the Scope of Services to another company? If so, what part, what percentage, and to whom?
- 2.3.4 A description of your or your firm's approach in providing workforce development services including, but not limited to, a description of how and when services are performed and the timeliness of services to Travis County.
- 2.4 Offeror References - The Offeror must furnish references for at least three (3) organizations for which you or your firm has provided similar services during the past five (5) years. These references must include (a) a description of the service and location of the contract and (b) the name, address and telephone number of at least one (1) person that represents the Offeror's customer and a detailed description of the key issues worked on for those organizations. Travis County may contact or visit any of the listed customers to evaluate the services proposed in response to this RFS.
- 2.5 Description of Offeror - The description must include services the Offeror provides (including licensing authorities if applicable), the number of employees both inside and outside of Travis County, and the location of your main office headquarters.
- 2.6 Offeror Representative - Include the name of the designated individual, along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the proposal.
- 2.7 Cost Proposal - Offerors shall provide a complete fee schedule indicating its method of billing, i.e., hourly rates, fixed annual fee per issue, combination, etc. Include an estimate and description of anticipated miscellaneous expenses, if applicable. These expenses may be reimbursed at cost plus a negotiated fee. Offerors shall propose the fee.
- 3.0 Offerors must complete and return the following documents with their proposal:
 - 3.1* Ethics Affidavit (Attachment 1), including the accompanying Exhibits A and B;
 - 3.2* HUB Declaration and List of Certified HUB Subcontractors (Attachment 2); and
 - 3.3 All other information required by this RFS.

*These documents are included as Attachments to this Part I, Section B.

4.0 Offeror must submit the following documents after contract award:

4.1 Insurance documentation within ten (10) days and before beginning work;

4.2 All other information required in this RFS.

5.0 Conflict of Interest

If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Offeror: _____

County of Offeror: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Exhibit B.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of Texas

Typed or printed name of notary

My commission expires:

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
October 30, 2008

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Nicole Grant*	
Executive Assistant.....	Melissa Velásquez	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon*	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant.....	Robert Moore	
Executive Assistant.....	Martin Zamzow	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning .	Rodney Rhoades*	
Exec Manager, Emergency Services.....	Danny Hobby	
Exec Manager, Health/Human Services .	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford*	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Attorney, Transactions Division	Julie Joe	
Attorney, Transactions Division	Christopher Gilmore*	
Attorney, Transactions Division	Stacy Wilson	
Attorney, Transactions Division	Sarah Churchill*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant III.....	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III.....	Michael Long, CPPB	
Purchasing Agent Assistant III.....	Rebecca Gardner	
Purchasing Agent Assistant III.....	Rosalinda Garcia	
Purchasing Agent Assistant III.....	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
Sheriff's Office	Major Scott Burroughs	
Justice of the Peace Pct.2	Barbara Bembry	
Court Legal Mgmt. Admin Director.....	Debra Hale	
Planning Manager, TCHHS.....	Lawrence Lyman	
Planner, TCHHS.....	Marisa Churchin	
Research Associate.....	Tara Smith.....	Ray Marshall Center at UT Austin
Case Management Coordinator HHS....	Jane Prince-Maclean	
Director of Analysis and Alignment.....	Dr. Hannah Gourgey.....	E3 Alliance

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.....	02/07/09
Executive Assistant.....	Dan Smith	02/15/09

* - Identifies employees who have been in that position less than a year.

EXHIBIT B
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

ATTACHMENT 2

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to **Certified HUB Contractors/Vendors**.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of **SERVICES** are as follows:

Overall MBE Goal: 14.1%; Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American **Overall WBE Goal: 15.0%**

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: _____

Certified as a HUB or an MBE/WBE/DBE source: ___ Yes ___ No HUB Status (Gender & Ethnicity): _____

If yes, by whom: ___ State of Texas HUB Program ___ City of Austin ___ Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS
State: www.cpa.state.tx.us City: www.ci.austin.tx.us/smbr TUCP: www.dot.state.tx.us

LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: _____ % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ___ State of Texas HUB Program ___ City of Austin ___ Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ___ State of Texas HUB Program ___ City of Austin ___ Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ___ State of Texas HUB Program ___ City of Austin ___ Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

1.0 HUB PROCUREMENT PROGRAM:

- 1.1 Pursuant to the Travis County Historically Underutilized Business (HUB) Procurement Program, the Travis County Commissioners Court adopted goals for Certified HUB Subcontractor participation with an Overall 14.1% Minority-Owned Business Enterprises (MBE) goal and an Overall 15.0% for Women-Owned Business Enterprises (WBE) [*Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American*] to be observed by the County in its award of contracts and subcontracts to certified HUBs.
- 1.2 It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent may result in termination of this contract.
- 1.3 For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.
- 1.4 The following section identifies the specific procedures to be followed with respect to this solicitation for bid or proposal in compliance with the HUB Procurement Program.
- 1.5 **SECTION 1 - HUB PURCHASES:**
- 1.5.1 To be eligible under this program, HUB Offerors and subcontractors must:
- 1.5.1.1 Be certified as HUB, M/WBE or DBE source by:
- (A) City of Austin Municipal Government,
 - (B) Texas Unified Certification Program
 - (C) State of Texas HUB Program
- 1.5.1.2 Have submitted, and on file in the Travis County Purchasing Office, a proper Bidders Mailing List Application.
- 1.5.1.3 Identify the certifying agency and Item/Service for which certified.
- 1.5.1.4 Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.
- 1.5.1.5 Complete the HUB Declaration form in this RFS package.

1.5.2 Any third party may challenge a firm's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the firm in question will be notified by the Purchasing Agent of the challenge, who made it, and a summary of the allegations. The challenged firm shall be required to submit, within a reasonable period of time, information in support of the firm's HUB status. The Purchasing Agent shall make an evaluation and notify the parties of a proposed determination, citing the basis for the decision, and provide an opportunity for an informal hearing to interested parties and affording an opportunity for a written or personal response. The Purchasing Agent shall make a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Court's determination and its reasons. A firm's HUB status shall remain accurately certified during the challenging procedure and shall not be changed unless or until a successful challenge is finalized. (See also Par. 8.0, "CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION" in Part I, General Requirements, Section of this RFS.)

Attachment 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire became incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		

ATTACHMENT 4
INSURANCE REQUIREMENTS
INSURANCE REQUIREMENTS

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County Purchasing Agent immediately upon execution of this contract, but no more than ten (10) days from the date of execution of this contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent no later than ten (10) working days of execution of the contract by all parties. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the contract and to require that Contractor makes reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

2. Employers' Liability limits are
- \$250,000 bodily injury each accident
 - \$250,000 bodily injury by disease
 - \$500,000 policy limit

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:

- a. Waiver of Subrogation (Form 420304)
- b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:

- \$500,000* per occurrence for coverage A and B with a
- \$1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:

- a. Blanket contractual liability for this contract
- b. Products and Completed Operations
- c. Independent Contractor Coverage

3. The Policy shall also include the following endorsements in favor of Travis County:

- a. Waiver of Subrogation (Form CG 2404)
- b. Thirty (30) day Notice of Cancellation (Form CG 0205)
- c. Travis County named as additional insured (Form CG 2010)

* Supplement Insurance Requirement

If elder or child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

Endorsed to cover injury to a child while the child is in the care of the contractor or subcontractor.

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim/\$3,000,000 aggregate to cover injury to a client while the client is in the care of the Contractor or Subcontractor and to cover negligent acts, errors, or omissions arising out of Professional Services under this contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this contract or the effective date of this contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

PART I, SECTION C - ADDITIONAL INFORMATION

- 1.0 **PROPOSAL DISCLOSURE:** Proposals will be opened in a manner so as to avoid disclosure of the contents to competing Offerors. They will be kept secret during the evaluation process; however, all proposals will be open for public inspection after award except for information that qualifies as trade secrets or other confidential information under the Texas Public Information Act, if such information is identified by the Offeror in its proposal.
- 2.0 **EVALUATION FACTORS:** Travis County will consider the following evaluation factors which are listed in order of importance:
1. Describe the Program and service(s) to be provided, including: (20%)
 - a. The purpose, duration and content to be offered;
 - b. How the proposal ensures access to multiple types of services as described in section 3(a), Scope of Services (page 23 of this RFS);
 - c. How the program addresses the need for other work supports (ex. child care, transportation, etc.) that participants may require.
 2. Explain the rationale behind the program design. This may include such things as research basis, proven effectiveness, or a logic model for an innovative approach. (15%)
 3. Describe the target output and outcome goals reflecting relevant learning or employment results. Include both the number to be served in each type of service, definition of what will be considered a successful outcome (including, but not limited to those goals described in section 2 of the Scope of Services page 22 of this RFS), and the percentage of participants expected to succeed. (20%)
 4. Describe how the program works with local employers (as described in section 3(b) Scope of Services page 23 of this RFS) to ensure relevance of instruction, improve likelihood of employment upon completion, and/or work to accommodate instruction in the work schedule. (10%)
 5. Describe the client populations targeted for the services offered, including, but not limited to those described in 3(b) of the Scope of Services (page 23 of this RFS). (10%)
 6. Describe how and to what degree the program will leverage other resources to expand the scope and volume of services beyond county funding (10%).
 7. Provide an estimated cost per participant and an explanation of what expenses make up that cost (15%).

Additional consideration may be made for proposals that include the following:

- 1) Experience in delivering proposed services - 3 years.
- 2) Experience effectively managing government contracts.

As well as any other information that comes to the County's attention that County deems relevant.

- 3.0 **EVALUATION PROCESS:** An evaluation committee comprised of County staff and community volunteers with expertise in workforce development and education will review and evaluate the submission as follows. Written submissions will be evaluated using the Evaluation Criteria listed. The scores received will be used to identify a "short list" of the respondents. Those selected may be asked to make oral presentations to the evaluation committee and /or the Commissioners Court.

Plus any other information that comes to the County's attention that County deems relevant.

- 4.0 **METHOD OF AWARD:** The award of a contract shall be based on the demonstrated competence, experience and qualifications of the offeror(s) whose offer is determined to be the best-value, resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors as listed above. Travis County reserves the right to make award to more than one Offeror.

PART I, SECTION D - NEGOTIATIONS

1.0 NEGOTIATIONS:

- 1.1 Travis County reserves the right to negotiate the price and any other terms with the Offeror.
- 1.2 If such negotiations are deemed necessary, the Purchasing Agent shall supervise the same.
- 1.3 Offerors may be required to submit additional data during the process of any negotiations.

2.0 DEVIATIONS:

Requirements stated in this RFS become part of the contract resulting from this RFS unless the offeror requests a deviation. Any requests for deviations from these requirements must be specifically defined by the offeror in its proposal. If accepted, the deviation becomes part of the contract. Travis County reserves the right to modify the requirements of this RFS.

3.0 REJECTION OF PROPOSALS:

- 3.1 County expressly reserves the right to:
 - 3.1.1 waive any defect, irregularity or informality in any proposal;
 - 3.1.2 reject or cancel any proposal or parts of any proposal;
 - 3.1.3 accept proposals from one or more offerors; or
 - 3.1.4 procure the services in whole or in part by other means.

4.0 PROTESTS:

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) days after award by the Travis County Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) days from date of receipt. Any appeal from the Purchasing Agent's decision must be made within ten (10) days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to County Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by County Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

NOTE: THE FOLLOWING SCOPE OF SERVICES, ALONG WITH THE CONSULTANT'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME PART OF THE CONTRACT.

PART II

SCOPE OF SERVICES

(NOTE: This Scope of Services will become Attachment A to the Professional Services Agreement at the time of Contract Award)

Scope of Services:

1. Program Summary

Travis County HHS&VS intends to secure one or more of the following training and employment services through one or more providers for Travis County priority residents:

- a. Adult basic education, including literacy and English as a second language;
- b. High school diploma or GED programs;
- c. Vocational certification programs;
- d. Formal higher education (degree programs);
- e. Work readiness instruction;
- f. Job search/placement assistance.

Services should be designed to allow residents to acquire skills and knowledge to improve employment options, earning potential, and ultimately lead to greater self-sufficiency.

2. Project goals:

Services will be expected to support achievement of one or more of the following objectives. Proposals must identify which of the following they will offer to program participants, the anticipated level of achievement and timeline for achievement (i.e. number of literacy levels achieved within number of months):

- a. Adult basic education:
 - i. Literacy: documented advance in tested literacy level, using TABE or other comparable test;
 - ii. English as a Second Language: documented advance in tested English proficiency using BEST or other comparable test;
- b. High school diploma/GED:
 - i. High school credits earned;
 - ii. Receipt of HS diploma;
 - iii. GED tests passed;
 - iv. Receipt of GED;
- c. Vocational certification programs (long- and short-term instruction);
 - i. Receipt of vocational certification, tied to demand occupations;
 - ii. Employment and earnings gain;
- d. Formal higher education (degree programs);
 - i. Credit hours earned (progress toward degree);
 - ii. Receipt of degree
 - iii. Employment and earnings gain;
- e. Work readiness;
 - i. Employment and earnings gain;

3. Service delivery:

Programs funded must have the following characteristics:

- a. Participants can access multiple types of service, multiple career paths and/or achieve more than one of the objectives described above;
 - b. Programs have clear and appropriate connections with local employers: (required of any employment related program, preferred, but not required for adult basic education, GED, or HS diploma programs):
 - i. To ensure that course content is relevant to the current local and regional labor market;
 - ii. To facilitate employer participation in job fairs or other activities to facilitate employment opportunities for participants.
 - iii. To facilitate access to learning opportunities for working adults;
 - c. Provide client level information necessary for ongoing evaluation of locally funded workforce development services being conducted by third party identified and funded by Travis County;
 - i. Client name;
 - ii. Client social security number;
 - iii. Client birth date;
 - d. Be able to effectively serve one or more of the priority populations as identified by Travis County, including:
 - i. Formerly incarcerated persons;
 - ii. Recipients of Travis County emergency assistance;
 - iii. Recipients of other public assistance including, but not limited to TANF or Food Stamps;
 - iv. Young adults aging out of the foster care system;
 - v. Persons with a disability;
4. Other evaluation considerations:
- a. Degree to which programs leverage other funding to provide services;
 - b. Cost and time, relative to similar programs, to achieve desired outcomes;
 - c. Projected likelihood of success, compared to like programs, serving comparable populations.
 - d. Utilization of evidence based practices;
 - e. Ability of program to facilitate access to other supportive services (ex. child care, rental assistance, transportation).
5. Outcome expectations:
- a. Short-term vocational training: instruction focused on specific vocational certification that can be completed in less than three months are expected to offer a reasonable expectation of employment at a wage no less than \$10/hr;
 - b. Long-term vocational training: instruction focused on specific certifications or degree programs are expected to offer a reasonable expectation of employment at wages in excess of \$15/hr within 30 months;
 - c. Higher education (associates degree) programs will identify the average number of course credits participants will carry each semester;
 - d. Adult education programs will identify the evaluation tools to be utilized for assessing client progress and the timing of individual evaluations;
 - e. All programs leading to employment (vocational, work readiness, degree programs) will be expected to report employment rate at entry, average wage at entry, and employment retention at 6 months;

In addition to the narrative addressing the above expectations, the following two items are required for consideration:

1. Complete the attached proposal summary.
2. Proposals must be able to participate in the independent evaluation as described in 3(c).

Proposal Summary: Travis County Adult Education and WFD

Service Area	# Participants ¹	Duration of Service ²	Cost/participant ³	Contract Performance Target (within 12 months) ⁴	Program Performance Target ⁵
Adult basic education					
Literacy					
ESL					
GED					
HS Diploma					
Other					
Vocational Certifications					
Short-term (< 3 months)					
Long-term					
Higher Education (associates degree programs)					
Work Readiness					

¹ State the number of participants expected in each level (address all service types that apply)

² State the number of months in which participant is expected to be enrolled

³ State the anticipated average cost per participant within the 12 month contract period

⁴ Describe the outcome to be expected in a given level, within the 12 month contract period. Description should refer to the following:

- For ESL or Literacy programs, should reflect the number of levels of advancement that a participant is expected to achieve;
- For GED or HS diploma programs, should reflect either receipt of GED or diploma or (second option) the number of GED tests passed or course credits earned;
- For any vocational certification, outcomes should reflect employment, earning, and job retention outcomes;
- For formal higher education, outcomes should reflect completion of course credits (per semester average), progress toward degree, achievement of degree;
- For work readiness, outcomes should reflect employment, earning, and job retention outcomes;

⁵ If the program extends beyond the 12 month contract year, identify what outcomes are expected of participants upon completion, including, as appropriate: earning associates degree, employment, increased earnings, job retention, etc.

PART II

DRAFT PROFESSIONAL SERVICES AGREEMENT

NOTE: This agreement to serve as example only. Provisions may be modified, deleted or added as necessary.

CONTRACT FOR SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND

I. PARTIES

This Contract ("Contract")
is entered into by the following Parties:

Travis County, a political subdivision of Texas ("County") and

("Contractor")

II. RECITALS

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

County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of those services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq. and has issued or hereby issues such an order of exemption for the services provided under the terms of this Contract.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract.

III. DEFINITIONS

1.0 In this Contract,

1.1 "CAN" means the Community Action Network.

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

1.3 "Contract Funds" means all funds paid by County to Contractor pursuant to Section 13.0 and other applicable provisions of this Contract.

1.4 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as an Contract Term by the Parties.

1.5 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.

1.6 "County Department" means Travis County Health, Human Services and Veterans' Services.

1.7 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.

1.8 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.

1.9 "Eligible Client" means a person who is:

(a) a person in a particular program as designated by County who meets any specific eligibility criteria described herein.

AND

(b) a person who belongs to one or more of the following groups:

1.9.1 GROUP I - INDIGENT PUBLIC HEALTH CARE RECIPIENT. This group includes any individual who:

(a) Receives public Health Care services under the Indigent Health Care Act (HEALTH AND SAFETY CODE, CHAPTER 61); and

(b) Is a bona fide resident of Travis County, which is determined by the person's stated intention to remain in Travis County for an indefinite period; and

(c) has a household income below two hundred percent (200%) of the Poverty Income Guidelines that are applicable to a household with the same number of persons as the household of the potential client or who meets other specific income guidelines set forth as applicable to a specific program identified in this Contract.

OR

1.9.2 **GROUP II - INDIGENT SERVICES RECIPIENT.** This group includes any individual who receives (or is documented by County to be qualified to receive) support through assistance programs or services in Travis County in response to needs related to indigence.

OR

1.9.3 **GROUP III - PUBLIC HEALTH SERVICES RECIPIENT.** This group includes any individual who, under the terms of this Contract, will receive services from Contractor related to public health (as defined herein), and sanitation in Travis County.

1.10 "Executive Manager" means Sherri Fleming, Executive Manager of Travis County Health, Human Services and Veterans' Services Department, or her successor or designated representative.

1.11 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.

1.12 "Is doing business" and "has done business" mean:

1.12.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

1.12.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

1.12.3 Any payments, receipts, loans or receipts of a loan which are less than \$250.00 per calendar year in the aggregate; or

1.12.4 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.13 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment G.

1.14 "Parties" and "Party" means the County and/or Contractor.

1.15 "Poverty Income Guidelines" means the guidelines established by the United States Office of Health and Human Services for the current Fiscal Year of the federal government.

1.16 "Public Health Services" means:

- 1.16.1 personal health promotion and maintenance services
- 1.16.2 infectious disease control and prevention services
- 1.16.3 environmental and consumer health programs
- 1.16.4 public health education and information services
- 1.16.5 laboratory services
- 1.16.6 related administrative services

and/or those other services as described by applicable statute.

1.17 "Subcontract" means any agreement between Contractor and another party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.18 "Subcontractor" means any party providing services required under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Contractor, and any party or parties providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract.

IV. GENERAL TERMS

2.0 CONTRACT TERM

2.1 **Initial Term.** The Parties acknowledge and agree that this Contract shall continue in full force for the Initial Term which begins January 1, 2009, and terminates December 31, 2009, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 Renewal Term(s)

2.2.1 **Written Renewal.** Unless sooner terminated in compliance with the provisions of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and Contractor.

2.2.2 **Renewal Terms.** Unless sooner terminated pursuant to the terms of this Contract, this Contract may be renewed under Section 2.2.1 by written agreement signed by County and Contractor for up to six (6) additional one-year periods, or for whatever time period agreed to in writing by County and Contractor. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 3.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance and County's continuing need for the services as determined by County.

3.0 AMENDMENTS

3.1 **Written.** Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties.

3.2 Acknowledgments as to Amendments.

3.2.1 **Authority to Change.** It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the terms of this agreement or any attachments to it unless expressly granted that authority by the Commissioners Court under a specific provision of this Contract or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Contract will NOT be effective.

3.2.2 **Non-Compliance.** It is acknowledged by Contractor that any action taken by Contractor which does not comply with the terms of this Contract and which has not been approved under the terms of the

Contract or written amendment thereto (pursuant to this Section 3.0) subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract.

3.3 **Submission.** Contractor shall submit all requests for all changes, alterations, additions or deletions of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the Executive Manager. Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration.

4.0 **ENTIRE AGREEMENT**

4.1 **All Agreements.** All oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract, including the applicable terms of the Contract, have been reduced to writing and are contained in this Contract.

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

- 4.2.1 Attachment A Work Statement
- 4.2.2 Attachment B Special Conditions (if applicable)
- 4.2.3 Attachment C Program Budget
- 4.2.4 Attachment D Performance Report Form
- 4.2.5 Attachment E Financial Forms
 - (i) Compliance Certification Form
 - (ii) Payment Request Form
 - (iii) Expenditure Report Form
 - (iv) Budget Revisions Request Form
 - (v) Travel Form
- 4.2.6 Attachment F Insurance Requirements
- 4.2.7 Attachment G Ethics Affidavit and Conflict of Interest Questionnaire

4.3 **Contractor Communication.**

4.3.1 **TCHHSVS and ATCHHSD.** Contractor understands and agrees that this contract is entered into by and between Contractor and County only. While there may be some interaction between TCHHSVS and Austin Travis County Health and Human Services Department ("ATCHHSD"), or other City of Austin-related departments, those activities will be administrative in nature and operating only between TCHHSVS and ATCHHSD as determined by those two entities. Neither the terms of this Contract nor activities between TCHHSVS and ATCHHSD infer, imply or create any responsibility or obligation between the City of Austin and Contractor.

4.3.2 **General Communication.** Contractor and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract shall initially be presented by Contractor to the County Department through the Executive Manager.

4.3.3 **Contract Issues.** At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through County Department/Executive Manager. Contractor shall provide written notice of the issue to County

Department/Executive Manager, with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract.

4.4 **Miscellaneous Provisions.**

4.4.1 **Use of Terms.** The Parties understand and agree that the terms "shall" and "will" are used interchangeably in this Contract.

4.4.2 **Authority to Obligate County.** It is acknowledged by Contractor that no officer, agent, employee or representative of County other than the Commissioners Court has any authority to sign any document or make any type of agreement obligating County unless expressly granted that authority by the Commissioners Court under a specific provision of this Contract or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Contract will NOT be effective

V. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

5.0 **CONTRACTOR PERFORMANCE**

5.1 **Services and Activities.**

5.1.1 **Requirements.** During any Contract Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms of Attachment A, "Work Statement" Attachment B, "Special Conditions (if applicable)" and Attachment C, "Program Budget;" and with all other terms and conditions stated in this Contract.

5.1.2 **Failure to Perform.** In the event of Contractor's non-compliance with any term of this Contract, including, but not limited to timely submission of any report, record or notification, County may impose such sanctions as determined to be necessary by County, including, but not limited to:

(a) Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract.

(b) Suspension, termination or cancellation of the Contract, in whole or in part.

These actions by County may be taken in addition to any other specific action set forth in any provision of this Contract or allowed by law.

5.1.3 **Right to Assurance.** Whenever County in good faith has reason to question Contractor's intent to perform, County may demand that Contractor have written assurance of their intent to perform. In the event a demand is made by County and Contractor gives no assurance within thirty (30) days of receipt of the written notice of such demand, County may treat this failure as an anticipatory repudiation of this Contract.

5.2 **Policies.**

5.2.1 **General Policies.** The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law.

5.2.2 **Grievance Policies.**

a. Procedure. Contractor and all Subcontractors shall have in place an appropriate written grievance review procedure to receive and resolve complaints against Contractor, and shall provide the County Department with a copy of such procedure immediately upon request by County. Included in the procedure will be the obligation of Contractor to make timely written communication to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County.

b. Monitoring. Contractor agrees that specific grievances and complaints will be monitored and a mechanism utilized to track and promptly resolve any participant issues, problems, or complaints. Records of the resolution of grievances shall be maintained by Contractor and made available for monitoring by County through the County Department.

5.2.3 **Internal Control.**

(a) Internal Systems. Contractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse and to provide for the proper and effective management of all program and fiscal activities funded by this Contract.

(b) Documentation. Contractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for monitoring by County.

(c) System Failure. County may withhold payment and immediately suspend Contractor's performance of this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement or other serious deficiencies in Contractor's performance. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. Contractor shall fully cooperate with County's efforts to detect, investigate and prevent waste, fraud and abuse, and shall immediately notify County of any identified instances of waste, fraud or abuse.

(d) Non-retaliation. Contractor may not discriminate or retaliate in any way against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation or any suspected illegal activity by Contractor to County or to any appropriate law enforcement authority, if the report is made in good faith.

(e) Contractor Responsibility. Contractor shall bear full responsibility for the integrity of fiscal and programmatic management. Such responsibility shall include: accountability for all funds and

materials received from County; compliance with County rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and County's monitoring processes. Ignorance of any Contract provision(s) shall not constitute a defense or basis for waiving or appealing such provisions of requirements.

5.3 **Directors' Meetings.** Contractor shall keep on file copies of notices of Directors' Meetings, Board Meetings, or Subcommittee or Advisory Board meetings and copies of minutes from those meetings. Upon request by County, copies of any of the above shall be provided to County Department.

5.4 **Forms**

5.4.1 **W-9 Taxpayer Identification Form.** Contractor shall provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. Contractor understands that this W-9 Form must be provided to the County Purchasing Agent before any Contract Funds are payable. If there are any changes in the W-9 form during the Initial Term or any Renewal Term of the Contract, Contractor will immediately provide the County Purchasing Agent with a new and correct W-9 form. Failure to provide such form within the time required may result in delay of payment, suspension or termination of the Contract, or other action as deemed necessary by County.

5.4.2 **IRS 990 Form.** Contractor shall provide the Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor shall provide the Purchasing Agent with a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s).

5.5 **Ownership of Property.**

5.5.1 **Capital Acquisition Property ("Property").** For purposes of this Contract, "Capital Acquisition Property" (or "Property") shall be considered to be any tangible, non-expendable property purchased with Contract Funds.

5.5.2 **Title.** To the extent that Contract Funds are used to purchase any Property, title to such Property shall vest in Contractor subject to the requirements of this Section 5.5.

5.5.3 **Notice.** Written notification must be given to the County Purchasing Agent pursuant to the "Notice" provision of this Contract within five (5) calendar days of delivery of Capital Acquisition Property, and County will then effect identification and recording of such Property for inventory purposes; and, written notification must be given to the County Purchasing Agent within five (5) calendar days of any change in the status of such Property related to the terms of this Section 5.5. The Contractor shall maintain adequate accountability and control over such Property, shall maintain adequate Property records, and shall perform an annual inventory to be reported to the County Purchasing Agent no later than September 30 of each year in which Contract Funds are received, and for up to two years after the termination of this Contract as required under Section 5.5.6. Records and reports shall contain the necessary information and documentation to support compliance with this Section 5.5.

5.5.4 Encumbrances. Contractor shall not give any security interest or lien in, or otherwise encumber such Property purchased with Contract Funds.

5.5.5 Budget. Property purchased by Contractor must be included and identified in Contractor's budget.

5.5.6 Contract Use. Property may only be purchased utilizing Contract Funds if such Property will be utilized by Contractor to provide or further the provision of the services purchased by County under this Contract. Such Property may also be used outside the area of this Contract only if such use does not interfere with or diminish the work required under this Contract. Within the limits of this Section 5.5, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract throughout the term of this Contract and for two years after the termination of this Contract.

5.5.7 Time Limit. Limitations of this Section 5.5 only apply to Property which is less than twenty-four (24) months old. Once any Property is more than twenty-four (24) months old, the requirements of this Section 5.5 cease to apply, and the title to the Property shall vest in Contractor free and clear of any obligations to County.

5.5.8 Trade or Sale. If Contractor uses such Property as a trade-in or sells such Property, the proceeds shall either be used to purchase replacement equipment for a similar use or returned to County through the Purchasing Agent. Contractor shall notify the Purchasing Agent of such disposition and the identity of the new Property where replacement equipment is purchased. All requirements of this Section 5.5 shall attach to such replacement Property.

5.5.9 Certification. Contractor (through its Executive Director or other authorized signatory) shall provide annual written and signed notice to the Purchasing Agent regarding all Property and certifying the continued use of such Property in compliance with this Section 5.5. This Certification shall be included with the annual inventory provided under Section 5.5.3.

5.5.10 Failure to Continue Use. If Contractor cannot continue to meet the requirements of this Section 5.5 regarding Property, then Contractor shall either provide cash compensation for such Property to County in an amount equal to the fair market value of the Property (as agreed to by County), or return such Property to County through the Purchasing Agent, or request in writing disposition instructions from the Purchasing Agent which instructions shall then be followed by Contractor.

5.5.11 Responsibility. Contractor shall assume responsibility for the protection of all physical property and equipment (Property) purchased under this Contract, and shall take appropriate measures to meet this obligation. Contractor shall furnish the County Purchasing Agent with a written, factual report of the theft of, or damage to, any Property purchased under this Contract. In the event of any theft, vandalism, or other offense against the Property, Contractor shall notify the appropriate local law enforcement authorities and the County Purchasing Agent immediately.

5.6 Maintenance of Funds. The Contractor shall deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect and identifies revenues and expenditures for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 5.6 upon request of County.

5.7 **Long-Term Strategic Planing.** Contractor agrees to participate to the extent possible in the long-term strategic planning process as developed by CAN and/or requested by County.

5.8 **Insurance.**

5.8.1 **Requirements.** Contractor shall have, and shall require all Subcontractors providing services under this Contract to have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards as set forth in Attachment F, "Insurance Requirements." Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment F, "Insurance Requirements," may be imposed.

5.8.2 **No Liability Limitation.** Contractor shall submit to the County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor shall not begin providing services under this Contract until the required insurance is obtained and until such insurance certificate has been received by the County Purchasing Agent. Acceptance of insurance by County shall not relieve or decrease the liability of Contractor with regard to its responsibilities under this Contract and shall not be construed to be a limitation of liability. Contractor shall provide new Certificates of Insurance within ten (10) working days of any Renewal Term of this Contract under the terms of this Section 5.8.2.

5.8.3 **Review and Adjustment.** County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or Contractor. Contractor shall not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract term.

5.9 **Indemnification and Claims.**

5.9.1 **INDEMNIFICATION.** INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

5.9.2 **Claims Notification.** If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor shall give written notice to County Department of: the claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 23.0 of this Contract.

Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

5.10 Materials and Publications. All published material and written reports submitted under this Contract must be originally developed material unless otherwise specifically provided in this Contract. When material not originally developed is included in a report, it shall have the source identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations Section 401.14 or Federal Acquisition Regulations 52.227.1.

5.11 Rights, Copyrights, Patents, and Licenses.

5.11.1 Property of County. All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms of this Contract shall become the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and approval. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (*the year of publication*), All Rights Reserved." If Contractor is the copyright holder, any publication shall include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County through County Department. County reserves the right to require additional copies before or after the initial review.

5.11.2 Copyright. If Contractor is not a college or university with the statutory authority to hold a copyright, all work performed pursuant to the terms of this Contract that results in the production of original books, manuals, films, or other original material is the exclusive property of County. All right, title, and interest in and to said property shall vest in County upon creation. All work performed shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in County or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to County. County shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor agrees to give County and agrees to require its Subcontractors to give County, or any person designated by County, all assistance required to perfect the rights defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

5.11.3 Adherence and Indemnification. Contractor warrants and agrees that all applicable copyrights, patents, and licenses which may exist on materials used in this Contract have been adhered to; and that County shall not be liable for any infringement of those rights; and any rights granted to County shall apply for the duration of this agreement. Contractor agrees to indemnify County, its officers, agents, and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents or copyrights applicable to material used in this Contract.

5.11.4 License to Use. Contractor, if a college or university with the statutory authority to hold a copyright, shall be free to assert copyright interest in any and all material (including software) which is

developed by Contractor in the course of or pursuant to this Contract. Contractor hereby grants to County an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise, make disposition of, prepare derivative works, distribute to the public, to perform, and to display publicly, for or on behalf of County according to law, any material (including software) that may be developed as part of the work under this Contract. If Contractor does not assert a copyright interest, any and all material developed by Contractor in the course of or pursuant to this Contract is an open record.

5.12 Miscellaneous Responsibilities.

5.12.1 Change in Identity. Contractor shall notify the Purchasing Agent and TCHHSVS immediately in writing, and in advance where possible, of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, payee identification number and other. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Contractor's status under this Contract.

5.12.2 Employee Offenses.

(i) Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 5.12.2 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Client contact) shall provide services in a manner which involves direct Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE

(ii) Procedure. Contractor agrees to have in place a written policy and procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 5.12.2 of any Employee having direct contact with County clients, and shall maintain evidence of having processed all Employees through such procedure. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT, but does not have to prohibit direct Client contact where Contractor determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Contractor shall also have in place a procedure for addressing the work of any employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

(iii) Waiver. In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 5.12.2, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the Executive Manager, for a determination as to such request for waiver.

5.12.3 Offense Report. Contractor shall promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

5.12.4 Qualifications. If specific qualifications are set forth in job descriptions required by County, or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County.

6.0 ACKNOWLEDGMENTS, WARRANTS, AND ASSURANCES

6.1 **Eligible Client Warranty.** Contractor acknowledges and agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. To assure that County Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Contractor warrants that the percentage of Eligible Clients receiving services under this Contract and funded by County Contract Funds compared to the total number of clients being served by Contractor under Contractor's total budget is equal to or greater than the percentage of County Contract Funds to total Contractor budget, and that County Contract Funds will be used by Contractor only for those purposes stated and agreed to under the terms of this Contract.

6.2 **Accurate Information.** Contractor warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

6.3 **No Duplication.** Contractor acknowledges and agrees that Contractor will report and receive payment for each service/Client solely from County Contract Funds pursuant to the terms of this Contract; and that there will be no duplicate payments from other sources for the same services paid for by County Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services be included in any subcontracts. Contractor will also ensure that this provision and prohibition of duplicate payment for services is included in any subcontracts.

6.4 **Benefit.** Contractor acknowledges and agrees that all funds paid to Contractor under this Contract are paid in trust for the exclusive benefit of Eligible Clients and for the payment of allowable expenditures as set forth in this Contract.

6.5 **Maintenance of Effort.** Contractor acknowledges and agrees that Contract Funds may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

6.7 **Payment of Taxes.** Contractor acknowledges and agrees that neither federal, state, nor local income tax, nor payroll tax of any kind will be withheld or paid by County on behalf of Contractor or the employees of Contractor. Contractor will not be treated as an employee with respect to the services performed under the terms and conditions of this Contract for federal and state tax purposes. Contractor accepts responsibility for the compensation of employees, withholding and payment of taxes, and for purchasing any liability, disability or health insurance coverage deemed necessary by Contractor. Contractor understands that Contractor is responsible to pay, according to the law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

6.8 **Non-delinquency on Federal Debt.** Contractor, by signing this Contract, certifies that Contractor is not delinquent in repaying any Federal debt; has not been judged to be in default on a Federal Debt; and has not had a judgment lien filed against it as a result of a Federal debt. Failure to maintain this status will result in action by County up to and including termination of this Contract.

6.9 **Debarment, Suspension and Other Responsibility Matters.** Certification under this Section 6.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
- (b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Section 6.9, Contractor shall provide an explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

7.0 **COMPLIANCE**

7.1 **Federal, State and Local Laws.** Contractor shall provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"), Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159.004; Contractor shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

7.2 **Confidentiality.**

7.2.1 **Method.** Contractor shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with the applicable Federal laws, rules and regulations, the applicable State and local laws, rules, and regulations and applicable professional ethical

standards. This provision shall not be construed as limiting the right of access to Eligible Client information.

7.2.2 Limited Access. Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, through TCHHSVS, in writing, any relevant requirement precluding County's access to Eligible Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

7.2.3 Masking. Upon authorization from County, through TCHHSVS, to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluative duties in any way.

7.2.4 Collaboration. If applicable, Contractor shall execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment. These agreements will indicate the intent to assist Contractor in obtaining accurate information; to ensure that other emergency assistance available has been provided; and to perform all such activities within the limits of confidentiality as prescribed by law and applicable policies.

7.2.5 Privacy. Contractor shall, and shall ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law, and shall maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records. Contractor shall, and shall ensure that its Subcontractors, maintain all medical records in accordance with all applicable statutes and regulations governing medical information.

7.3 Certification of Software, Hardware, Firmware and Micro code Products. Contractor certifies that any supplied or supported software, hardware, firmware and micro code products used individually or together as a system to comply with Contract requirements shall operate accurately in the manner in which they were intended when given a valid date containing century, year, month and day.

8.0 RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS

8.1 Retention of Records

8.1.1 Time Requirement. Contractor shall create and maintain all records and reports required and/or created relevant to performance under this Contract, including but not limited to those specifically set out in this Section 8.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County, or three (3) years after the end of the final Contract period, whichever occurs later.

8.1.2 Document Destruction. Contractor agrees that it will not destroy or alter any document in order to prevent its use in any official proceeding (for example, federal, state or local investigation, bankruptcy, etc.)

8.2 Client Records

8.2.1 Maintenance. Contractor shall create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor shall maintain all medical records in accordance with all applicable statutes and regulations governing medical information.

8.2.2 Unduplicated Client Records. Contractor shall maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. Contractor shall maintain a separate record for each unduplicated client. This client record shall contain at least the following information:

- 8.2.2(a) Name
- 8.2.2(b) Application date
- 8.2.2(c) Residential address and phone number
- 8.2.2(d) Date of Birth
- 8.2.2(e) Household Income
- 8.2.2(f) Eligibility information
- 8.2.2(g) Service rendered
- 8.2.2(h) Any support documentation
- 8.2.2(i) Family status
- 8.2.2(j) Number in household
- 8.2.2(k) Enrollment Date
- 8.2.2(l) Exit Date

Each Unduplicated Client reported in the Performance Report for designated programs shall correspond to a separate client record and support the services rendered to that Unduplicated Client.

8.3 One-Time Services. In addition to those records required under Section 8.2, Contractor shall create and retain records indicating the number of recipients of one time services such as information and referral services, group education services, outreach education, crisis/help lines, anonymous services, provision of food, clothing and one-time basic needs services. An individual Unduplicated Client record for these recipients is not required. Other Eligible Client records will be maintained by Contractor at County's request.

8.4 Fiscal Records. Contractor shall create and maintain all necessary fiscal records and documentation for all expenditures pertaining to this Contract in accordance with Generally Accepted Accounting Procedures (GAAP) or with Other Comprehensive Basis of Accounting (OCBOA) consistent with state law; and, such records shall be kept in a readily available state and location until a financial audit in conformance with generally accepted auditing standards and procedures for non-profit organizations is completed and all questions arising from it are resolved satisfactorily, or for three (3) years after the end of the Contract period, whichever occurs later.

8.5 Access. Contractor shall give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

8.6 **Adjustment.** Contractor may, at any time, request in writing to the Executive Manager that County clarify or provide a waiver of all or a portion of the record requirements in this Section 8.0. Only waivers under this Section 8.6 granted by County in writing will be effective to change any requirement in this Section 8.0.

8.7 **Rights to Materials.** Subject to Sections 5.10 and 5.11, all reports, charts, schedules, records, or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this document are the property of County.

9.0 **REPORTING REQUIREMENTS**

9.1 **Performance Reports.** Contractor shall submit data in accordance with the terms of Attachment D "Performance Report Format," in Quarterly Performance Reports to be delivered to TCHHSVS as required by County within fifteen (15) days after the end of the quarter to which the report relates. This quarterly Performance Report will be submitted to TCHHSVS as an attachment to the Request For Payment (see Section 13.2.1) submitted for the last month of the quarter to which it relates.

9.2 **Reimbursement Reports.** Pursuant to Section 13.2.1, Contractor shall deliver to TCHHSVS reports that provide all of the information requested in the Request For Payment and expenditure report, as required by County within fifteen (15) days after the end of the month to which the report relates. If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Section 13.0.

9.3 **Final Close-Out Report.** Contractor shall deliver a close-out report as required by TCHHSVS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal).

9.4 **Other Funding Sources.** Upon request by County, Contractor shall provide County, through TCHHSVS, copies of all evaluation and monitoring reports provided to Contractor from other funding sources listed under "Summary of Agency Revenue Sources" during the Contract Term. Contractor shall report to TCHHSVS any changes in total funding received from other funding sources of 10% or more of Contractor's entire budget as well as any changes in total program funding that will significantly impact Contractor's ability to meet performance measures specific to this Contract. Such report shall be made within twenty (20) working days after receipt of the notice of that change by submission of a revised "Program Funding Summary" Form, or other form as designated by County Department.

9.5 **Financial Reports.** Upon request by County, Contractor shall deliver to TCHHSVS copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement.

9.6 **Additional Reports.** Contractor shall deliver to County Department within twenty (20) working days, any and all special reports, data, and information which the County requests that Contractor make as a routine or special request.

9.7 **Changes in Reports.** Contractor shall promptly provide TCHHSVS with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

9.8 **Corrections.** County may require Contractor to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the Contractor to ensure that such reports and services fulfill the purposes of this Contract. Contractor shall make the required corrections or revisions without additional costs to County.

9.9 **Legal Prohibition.** If Contractor is legally prohibited from providing any required or requested reports, it shall immediately notify County, through TCHHSVS, in writing of this fact. Such notice shall include specific identification of the basis of the prohibition, including statutory citations as applicable, and shall be reviewed by County for final resolution.

10.0 **ASSIGNMENT FOR TAXES.** Notwithstanding anything to the contrary contained in this agreement, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County, at any time of invoicing for payment, Contractor hereby assigns any payment and/or advance to be made for services and activities provided to Eligible Clients under this agreement to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector.

VI. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

11.0 **LIMITATIONS**

11.1 **County Approval.**

11.1.1 **County's Satisfaction.** Section 13.2 notwithstanding, the Parties expressly acknowledge and agree that County shall not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's satisfaction and with County's approval, which shall not be unreasonably withheld.

11.1.2 **Responsibility and Liability.** Approval of County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

11.2 **Prior Debts.** County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; or for any payment for services or activities not provided pursuant to the terms of this Contract.

12.0 **COUNTY OBLIGATIONS.**

12.1 **Current Revenue Funds.** County shall make payments for invoices for services under this Contract from current revenue funds available to County and set aside for this purpose. County is paying for the performance of governmental functions and services from current revenues available to County. The payment is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

12.2 **Poverty Income Guidelines.** County, through County Department, shall notify Contractor of any changes in the Poverty Income Guidelines that occur during the Contract Term.

12.3 **County Confidentiality.** County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from Contractor if required to do so by law.

12.4 **Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this agreement, nor any conduct of any representative of County relating to this Contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

12.5 **County Training.** In exchange for and in the furtherance of certain services which may be provided by Contractor, County may, in certain instances, within applicable County guidelines and policies, and with Contractor's agreement, offer specific training to Contractor and/or Contractor's employees, agents, or authorized representatives. Additional Contractor opportunities may be made contingent upon the successful completion of such training by County to the extent determined necessary by County.

VII. FINANCIAL PROVISIONS

13.0 **CONTRACT FUNDS**

13.1 **Maximum Funds.**

13.1.1 **Maximum Amount.** Subject to the requirements in Sections 13.1.2 and 13.2 and other applicable provisions of this Agreement, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms of this Agreement, as determined by County, County shall provide Agreement Funds not to exceed the following amount during the Initial Contract Term:

\$ _____

Contractor expressly acknowledges and agrees that the sum stated in this Section 13.1.1 is the maximum amount to be paid by County to Contractor during the Initial Contract Term period unless Section 13.1.1 is changed pursuant to Section 3.0, and that the total costs of this Contract shall not exceed the amount included in the County budget and designated for this purpose for this agreement for the Contract Term unless or until an increase in the County budget for this Agreement is approved by Commissioners Court.

13.1.2 **Fiscal Year Limitations on Funding.**

(a) Contractor expressly acknowledges and agrees that County funding obligations can **ONLY** be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one Fiscal Year. As a result, of the total set forth in Section 13.1.1, Contractor cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

- (i) January 1, 2009 - September 30, 2009 (75% of Total)

\$ _____

(ii) October 1, 2009 - December 31, 2009 (25% of Total)

\$ _____

Contractor understands and agrees that Contractor cannot invoice and will not be paid for services provided between January 1, 2009, and September 30, 2009, from funds designated under Section 13.1.2(a)(ii).

(b) Contractor understands and agrees that funds set out in Section 13.1.2(a)(ii) are contingent upon approval of such funding for the Contract by the Commissioners Court in the budget process related to the Fiscal Year beginning October, 1, 2008; and that the amount set forth under 13.1.2(a)(ii) may be decreased or eliminated by the Commissioners Court during that budget process without any liability of County to Contractor. This Section 13.1.2 shall apply to any future Contract Term(s) within the Fiscal Year dates applicable to that Contract Term(s).

(c) In no event shall any provision of this Contract or any agreement subject to this agreement be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Advances and payments by County during the Initial Term or any Contract Term shall be subject to the Fiscal Year limitations applicable to this agreement under Section 13.0.

13.1.3 County Payment. County agrees, and Contractor acknowledges, that determination of allowable expenses and payment of Agreement Funds will be directed by County Department.

13.2 Advances and Payments to Contractor.

13.2.1 Payment(s)

(a) Request for Payment.

(i) Monthly Request. Each month during any Contract or Renewal Term, Contractor shall file, within the time limits set forth in this Section 13.2.1, the complete and correct (as determined by County Department) Request for Payment form(s) (Attachment E) pursuant to Section 13.2.1(b) below) and complete backup documentation as herein outlined. Contractor understands and agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoice, receipts, purchase orders, or other information, will be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as determined by County.

(ii) Timely Filing of Request. The Request for Payment form(s) shall be filed with the TCHHSVS within fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Request for Payment Form may impact the ultimate receipt of payment by Contractor. Subject to the Recovery of Advance provisions in Section 13.2.2, if applicable, County shall pay Contractor for authorized expenditures, as determined and approved by the County Department reported in that Request for Payment within thirty (30) days of receipt by TCHHSVS of that complete and correct (as explained in Section 13.2.1(b) below) Request for Payment.

(b) **Complete and Correct Request.** Contractor understands and agrees that the payment by County of the Request for Payment amount will only be made where a complete and correct Request for Payment is determined by County to have been filed.

(i) **Contractor Corrections.** If County determines that corrections and/or changes to the Request for Payment are necessary, the Request for Payment will be returned to Contractor and those corrections or changes must be made by Contractor prior to the Request for Payment being certified by County for Payment. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCHHSVS result in the delay of the certification of a Request for Payment (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act will not begin to run until that invoice has been corrected so that it is, as determined by County Department, correct and complete as necessary for certification by County. The time for payment under the Prompt Payment Act will only begin at the receipt of the Request for Payment by TCHHSVS of what is determined to be a complete and correct Request for Payment.

(ii) **County Correction.** At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars (\$5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor any future payments be adjusted related to the amount so waived by Contractor under this provision. This provision allowing for correction by County of a Request for Payment will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Request for Payment; at any time that the discrepancy involves an increase in the amount to be paid, the Request for Payment will be returned to Contractor for correction.

13.2.2 Request Limitation. County shall not be liable to Contractor for any costs incurred by Contractor in the performance of this agreement which are not billed to under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of this Initial Contract Term (or any Contract Term, as applicable to the term in which the services were provided), whichever occurs first. Costs billed by Contractor on or after the 61st day following the termination of any Contract Term shall be considered disallowed and may not be paid by County.

13.2.3 Advance. Subject to the following requirements, Contractor may receive an advance on Contract Funds at the beginning of the Initial Term (and any future Renewal Term) not to exceed ten percent (10%) of the total Maximum Funds as stated in Section 13.1.1. In order to request and be considered for payment of this advance, Contractor shall submit a Request - Advance ("Advance Request") to TCHHSVS no later than ten (10) days after the execution of this Contract by Commissioners Court and Contractor, (or the approval by the Commissioners Court of any Renewal Term pursuant to Section 2.0, with agreement of Contractor). This Advance Request shall be submitted to TCHHSVS and shall include the amount requested and specific information from the Contractor demonstrating the financial need for the advance. Specific information which demonstrates need can include, but is not restricted to: average cash balance as provided by bank statements; most recent audited financial report; or other trend analysis demonstrating need. County shall review the Advance Request from Contractor, determine the validity of financial need, and approve or disapprove the advance for payment of the amount requested or the amount determined by County to be demonstrated as in need ("Approved Advance Amount"). Within ten (10) days of receipt of the complete and correct Advance Request by TCHHSVS, County shall forward the approved Advance Request to the County Auditor along with a certification that financial need has been demonstrated, or notify the Contractor in writing of the disapproval of the Advance Request. Such decision shall be final.

County will pay Contractor the Approved Advance Amount approved within twenty (20) days of the receipt of the complete and correct approved Advance Request by the County Auditor.

Contractor acknowledges and agrees that any advance payment would only be granted on the basis of a finding by County of real and actual financial need which has been adequately documented, as determined by County (TCHHSVS and County Auditor), and that an advance will not be granted under most circumstances; in addition, because of the ongoing nature of this agreement, during any Renewal Term, the determination to grant an advance under this Subsection 13.2.1 would be made only in instances in which exceptional and actual need beyond that demonstrated in relation to the Initial Term has been demonstrated.

13.2.4 Recover of Advance. Contractor agrees to the recovery by County of any amount advanced to Contractor under Section 13.2 of this agreement during any Contract Term on the following schedule:

- 1/3 the Approved Advance Amount from the Request for Payment for March
- 1/3 the Approved Advance Amount from the Request for Payment for June
- 1/3 the Approved Advance Amount from the Request for Payment for September

County shall recover the portion of the Approved Advance Amount from each Request for Payment by deducting that amount from the amount requested for payment, and making payment to Contractor of the remaining difference, if any.

If the amount to be paid under any request for Payment for March, June, and/or September is not sufficient to recoup the 1/3 advance amount due, the Contractor will refund to County the difference between the Approved Advance Amount due and the Request for Payment. Contractor shall refund this difference within twenty (20) days of the submission of the respective Request for Payment (March, June, September).

13.2.5 Suspension or Termination. Any suspension or termination of this Contract by County shall automatically accelerate the requirement for recovery of the Approved Advance Amount to make payment in full due to County within ten (10) days of termination or suspension.

14.0 ALLOWABLE COSTS

14.1 Direct Performance. References to reimbursable costs in this Contract refer only to those costs or expenses authorized to be paid by County to Contractor under the terms of this Contract by Contract Funds. Costs shall be considered allowable only if, as determined by County, those costs are:

- (a) incurred directly and specifically in the performance of this Agreement; and
- (b) incurred pursuant to all requirements of this Agreement; and
- (c) incurred in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles.

Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract.

14.2 Specific Prior Authorization. Section 14.2 notwithstanding, Contractor understands and agrees that, in order to be considered reimbursable under this Contract, any expense **MUST** be included and identifiable in Contractor's budget document attached to this Contract. That requirement notwithstanding, the following subsections contain additional requirements regarding certain Contract expenses:

14.2.1 Items NOT in Contractor's Budget. Section 14.1 notwithstanding, if the following are NOT in Contractor's specific budget documents (specific inclusion in the budget document will be considered approval), County's prior written authorization, through County Department, by the Executive Manager, is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

(i) Purchases of any non-expendable Capital Acquisition Property which meets the following criteria:

(a) The following if with a value of more than \$500.00: Fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubators.

(b) any other tangible non-expendable property with a value of more than \$5,000.00.

(ii) Alteration or relocation of facilities.

(iii) The acquisition of all consultant or professional services, as may be approved under the terms of this agreement.

All consultant or professional services must be documented utilizing the appropriate County form.

14.2.2 Out Of Town Travel. Out of town travel shall be approved/reimbursed pursuant to Section 14.4.

14.2.3 Notification. Contractor shall provide County, through TCHHSVS, written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Request for Payment related to such vendor or subcontractor in order to ensure payment.

14.2.4 Failure to Obtain Approval. Any costs which are described by this Subsection 14.2 which are incurred by Contractor without the required approval shall be considered disallowed and may not be paid by County.

14.3 Taxes. County shall not be liable for state, local or federal excise taxes of Contractor. Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Contractor must comply with all Federal and State tax laws and withholding requirements. County will not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements.

14.4 Out of Town Travel Expenses.

14.4.1 Allowable Travel. In order to be considered a reimbursable expense under this Contract, all travel must be for a purpose directly related to the provision of services under this Contract (with supporting documentation available for review by County). Individual(s) included in travel must either be employees or volunteers who must participate in such travel in order to further the provision of services provided under this Contract. Final determination of such relationship shall be made solely by County and Contractor understands and agrees that, if Contractor is in doubt about the relationship of the travel or participants to County services, it is the Contractor's obligation to secure County determination or risk such costs being disallowed by County.

14.4.2 Budget. Travel will be considered approved only if the expense of such travel is included in Contractor's budget and the details of the travel have been provided according to the Out Of Town Travel Form ("Travel Form") attached to this Contract as Attachment E(v). If that Travel Form has not be completed and included in this Contract, then the Travel Form must be completed and submitted to County through the County Department for written approval by the Executive Manager or his designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to departure. Expenses set out in the Travel Form must meet the requirements in Section 14.4..4 below and must fall within the amount set forth in Contractor's budget for travel.

14.4.3 Failure to Obtain Approval. Any costs incurred related to travel without the approval required under this Section 14.4 shall be considered disallowed and may not be paid by County.

14.4.4 County Policies. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are NOT considered an allowable expense and will not be reimbursable under this Contract unless those expenses meet the following criteria (and documentation provided/made available supporting compliance with these requirements):

(a) Mileage -

- Reimbursed at the annual standard rate set by the Internal Revenue Services.
- Starts from the employee's regular work place on business workdays and from the employee's home on non-work days and holidays.
- Travel out of county greater than 1000 miles round-trip - transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance.
- Transportation expenses include lodging, meals and mileage incurred as a result of driving rather than flying.

(b) Air Fare -

- Not to exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance

(c) Accommodations -

- Based on rates, plus taxes, quoted by the lodging place if government rates are not available.
- Supporting documentation of lodging place and quoted rates must be provided

(d) Meals -

- \$34.00 per day including gratuities without receipts
- OR
- Up to \$50.00 per day for meals and gratuities up to 15% if receipts are submitted
- Only if required to be away from home overnight
- No reimbursement for alcoholic beverages

- (e) **Incidental Expenses -**
- Actual costs of car rentals, taxi fares, parking fees, and bus fares if receipts are attached
 - Mileage for two round trips to airport if choose to get a ride instead of parking
 - Cab fare to and from airport
 - No reimbursement for extracurricular activities such as golf, tennis, entertainment, movies, tours or sport events
 - No payment for fines for violation of the law such as parking tickets, speeding tickets, etc.
 - No payment for food and/or beverages provided at meetings or in-house training
- (f) **Alternate Travel -**
- May be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative if pre-approved

Out of town travel expenses under this Section 14.4 which do not meet the specified County criteria cannot be approved by the Executive Manager, but would have to be taken to the Commissioners Court for approval PRIOR to travel.

All out-of-town travel expenses must be included in Contractor's budget.

14.5 Overtime Compensation. Contractor may use any Contract Funds to pay overtime and/or the associated fringe benefits on such overtime if the overtime meets the following requirements:

- (a) Amount is included in the Contractor's budget; and
- (b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by County Funds (as documented by a signed timesheet); and
- (c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and
- (d) Contractor maintains and implements a written policy concerning overtime compensation which manages and controls the use of overtime to minimize the need for overtime compensation.

15.0 RETURN OF CONTRACT FUNDS

15.1 Contractor Liability. Contractor shall be liable to County and refund money paid and/or advanced to Contractor upon a determination by County of any of the following:

- 15.1.1 has resulted in overpayment
- 15.1.2 has not been spent strictly in accordance with Contract terms
- 15.1.3 exceeds the total expenditures actually reported by Contractor
- 15.1.4 to be disallowed pursuant to financial, performance and/or compliance audit(s)

15.2 Return of Funds. Return of funds under this Section 15.0 shall be made by Contractor to County within thirty (30) days of request by County and from funds other than Contract Funds. County may offset the amount of any funds owed under this Section against the next advance or payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

16.0 AUDIT

16.1 Annual Audit. Unless otherwise authorized by County, through TCHHSV, under the terms of this Contract, Contractor shall arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

16.1.1 Single Audit.

a. Single Audit Act Application. For each Fiscal Year included within a Contract period specified in Section 2.0 ("Contract Term") of this Contract in which Contractor expends a total of \$500,000 or more in Federal awards from all sources, Contractor shall have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. A-133, "Audits of States, Local Government and other Non-Profit Organizations."

b. No single Audit Act Application. Contractors not subject to the Single Audit Act, and expending \$500,000 or more during the Contractor's fiscal year must have a full financial audit performed. If less than \$500,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

c. Performance Requirements. The audit or review must be:

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organization;" and

(iii) provided for any/each of Contractor's Fiscal Years in which County Funds are provided.

16.1.2 Entire Operations Option. At the option of Contractor, each audit or review required by this Section 16.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

16.1.3 Financial Records. Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to Contract Funds.

16.1.4 Copies. Contractor shall provide two (2) copies of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County through TCHHSVS within 180 days of the end of the Contractor's fiscal year end, unless County approves alternative arrangements in writing. In any event, such copies shall be provided no later than September 30 of each year in which County funds are received under this Contract. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports. Copies of the report shall also include the auditor's opinion and letters to management. Reviews and audits performed under Section 16.1 are subject to consideration and resolution by County or its

authorized representative. Failure to provide such copies in a timely manner may result in delay of payment, suspension or termination of the Contract by County.

16.1.5 Continued Obligation. The expiration or termination of this Contract shall in no way relieve Contractor of the obligation to meet the requirements of this Section 16.0 in the manner or format prescribed by County.

16.1.6 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 16.0 may be considered an allowable cost and reimbursable under this Contract if the following requirements are met:

(a) cost is included in Contractor's budget, with the subcontractor providing such services correctly identified; and

(b) the cost billed to County is no greater than the percentage relationship of County Contract Funds to Contractor's total annual budget, with the cost of the audit being a reasonable cost for such services as agreed to by County. For example, if the total amount of County Contract Funds provided under this Contract is ten percent (10%) of the total Contractor annual budget, then County Contract Funds may be used to reimburse up to ten percent (10%) of the total cost of the annual audit.

16.2 County Audit. Notwithstanding Section 16.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit of the Contract. Contractor agrees to permit County or its authorized representative, to audit Contractor's records and to obtain any documents, materials, or information necessary to facilitate such audit.

16.3 Facilitation. Contractor shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 16.0 that County may reasonably require of Contractor.

17.0 TRANSFER OF FUNDS. Notwithstanding Section 3.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract **ONLY** if **ALL** of the following requirements are met:

17.1 the transfer moves funds **ONLY** between line items within the SAME program ("Program"). IF Contractor is uncertain as to the definition of "line item" and "program" as used in this provision, Contractor is responsible for contacting TCHHSVS for a determination as to the applicability of this requirement to the Contractor's request for transfer; and

17.2 the cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total for that Program shown in Section 13.2; and

17.3 the transfer will not change the scope or objective of the programs funded under this Contract, solely as determined by County through TCHHSVS prior to transfer; and

17.4 Contractor submits a budget revision form to the County through TCHHSVS prior to, or simultaneously with, the submission of the Contractor's first monthly billing to the County following the transfer which shall reflect such changes. Contractor acknowledges and agrees that failure to meet the requirements of Section 17.1, 17.2, 17.3 and 17.4 may result in any transfer of funds being disallowed; as

such, the disallowed amount will not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 17.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

VIII. SUSPENSION/TERMINATION

18.0 **SUSPENSION**. If Contractor fails to comply with any term of this Contract, including failure to deliver reports required by Section 9.0 and make corrections required by Section 22.0, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms of this Contract, County may, upon written notification to Contractor, suspend this Contract in whole or in part and withhold further payments to Contractor. Contractor agrees that Contractor shall not incur additional obligations of Contract Funds until Contractor is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction.

19.0 **TERMINATION**

19.1 **Reasons for Termination**. County shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

19.1.1 **Failure to Comply**. Contractor has failed to comply with any term or condition of this Contract, including, but not limited to, the failure to deliver reports required by this Contract and make those corrections required by this Contract,

19.1.2 **County Funding Out**. During the budget planning and adoption process, Commissioners Court fails to provide funding for this Contract for the County Fiscal Year following the beginning of the contract period,

19.1.3 **Contractor's Ability to Perform**. County finds that Contractor is in a financial condition that endangers Contractor's ability to perform this Contract or Contractor is delinquent in the payment of taxes or cost of performance of this Contract in the ordinary course of business, or Contractor is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver or liquidator for all, or a substantial part, of Contractor's property or to the institution of bankruptcy, reorganization, rearrangement or liquidation proceedings by or against Contractor,

19.1.4 **Contractor's Ability to Conform**. Contractor is unable to conform to changes required by federal, state and local laws or regulations, or

19.1.5 **Beneficial Results**. County finds that Contractor is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

19.2 **Notification**. County Purchasing Agent shall notify Contractor pursuant to the "Notice" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and in the case of partial termination, the portion of the Contract to be terminated.

19.3 **Contractor Termination.** Contractor may terminate this Contract in whole or in part at any time, by giving thirty (30) days written notice pursuant to Section 23.0 if there is termination of significant other funding upon which Contractor depends for performance under this Contract or if Contractor is dissolved only if the dissolution is not caused by a breach of this Contract. Contractor's notice shall include a complete explanation of the reasons(s) for termination under this Section 19.3 and designation of the effective date of termination. The Purchasing Agent shall notify Contractor in writing of acceptance of termination pursuant to this Section 19.3 upon finding that Contractor's claim(s) under this Section 19.3 have been established to County's satisfaction.

19.4 **Mutual Termination.** Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

19.5 **Correction.** At least thirty (30) days before the effective date of termination pursuant to any provision of this Contract, County shall notify Contractor in compliance with Section 23.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where applicable, as determined by County, Contractor may avoid the termination of this Contract if Contractor corrects the causes for the reasons for termination stated in the notice to the satisfaction of County, as determined by County, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

19.6 **Results of Termination.**

19.6.1 **Cancellation of Outstanding Orders.** Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or Subcontracts related to the performance of this Contract, or the part of this Contract to be terminated, and shall cease to incur costs under them. County shall not be liable to Contractor or to Contractor's creditors for costs incurred after termination of this Contract. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract.

19.6.2 **Continued Liability.** Notwithstanding any exercise by County of its right of suspension under Section 18.0 of this Contract or of early termination pursuant to this Section 19.0 or any provision of this Contract, Contractor shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Contractor, or for any amounts paid to Contractor by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms of this Contract. County may withhold payments to Contractor until the exact amount of damages or payments due to County from Contractor is agreed upon or is otherwise determined, and is paid in full.

19.6.3 **Transition.** Where applicable, at the end of the Contract Term or at the time of any other Contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with County, aid in transition to any new arrangement or provider of services which have been provided under this Contract as necessary to protect Client interests.

19.7 **Immediate Termination.** Nothing in this Section 19.0, or any other provision of this Contract, shall be construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Contractor's performance. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. County shall not be liable for any costs incurred by Contractor during suspension of this Contract under this Section 19.7.

VIII. MISCELLANEOUS PROVISIONS

20.0 INDEPENDENT CONTRACTOR.

20.1 The Parties expressly acknowledge and agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Contractor under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

21.0 SUBCONTRACTS

21.1 **Prior Approval.** Contractor shall not enter into any Subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Section 21.1 for those Subcontracts/Subcontractors specifically identified in the Contract terms, including the Attachments.

21.2 Contractor Responsibility.

21.2.1 **Subcontractor Compliance.** Contractor is wholly responsible to County for the performance under this Contract, whether such performance is provided directly by Contractor or indirectly by any Subcontractor. Contractor is responsible to County for the performance of any Subcontractor, and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. Contractor shall ensure that its Subcontractors comply with all applicable terms of this Contract (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by Contractor. Contractor shall inspect all Subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Contract.

21.2.2 **Subcontract Terms.** Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations and policies, with the applicable terms of this Contract, and with any provisions such as may be reasonably requested by County; and shall also include provisions ensuring the following:

(a) The disclosure of any other contracts with County at the time the agreement is signed or at any time during the Contract Term. If such agreement exists, Subcontractor shall warrant and guarantee that Subcontractor will report and receive payment for each service/participant only from County funds under this Contract; and that there will be no duplicate payments for those services/participants reported under this Contract from any other sources or from County under any other contract or agreement.

(b) Agreement:

(i) to reasonably cooperate with any County inquiry or investigation into Subcontractor and/or participant complaints; and

(ii) to maintain confidentiality of information and security of all records as required by law; and

(iii) that Contractor has the sole responsibility for payment for services rendered by Subcontractor; and, in the event of non-payment, insolvency or cessation of operations, sole recourse of Subcontractor against Contractor will be through Contractor or the bankruptcy estate of Contractor; and

(iv) that County is not liable for any payment to Subcontractor; and

(v) to warrant that Subcontractor has systems in place to identify and document services to participants according to different funding sources; and

(vi) to warrant that service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, pursuant to Section 21.5.1 of this Contract

(vii) to assure Contractor's ability to meet all Contract requirements, including but not limited to reporting requirements.

21.3 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Contractor only, and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors. Contractor has the sole responsibility for payment for services rendered by Subcontractors with Subcontractor's sole recourse in the event of Contractor non-payment, insolvency or cessation of operations against Contractor or Contractor's bankruptcy estate. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

21.4 **HUB.** Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to insure HUBs the maximum opportunity to be Subcontractors under this Contract where HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

21.5 **Level of Service.** Contractor will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

21.6 **Payment to Subcontractor(s)**. Contractor shall make its best effort to pay Subcontractor(s) for undisputed claims for services rendered within five (5) business days of receipt of payments and/or advances from County corresponding to those services under the terms of this Contract. This Section 21.8 refers only to obligations under this Contract between County and Contractor, and does not operate to contradict or change the provisions in Section 21.3.

22.0 MONITORING

22.1 **County Monitoring**. County, either directly or through TCHHSVS, reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's performance under this Contract. Within thirty (30) days of each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

23.0 NOTICES

23.1 **Requirements**. Except as otherwise specifically noted herein, any notice required or permitted to be given under this Contract by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

23.2 **County Address**. The address of County for all purposes under this Contract shall be:

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

and

Sherri Fleming, Executive Manager (or her successor)
Travis County Department of Health, Human Services,
and Veterans' Services
100 N. IH 35, Suite 3700
Austin, Texas 78701

23.4 **Contractor Address.** The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

NAME OF DIRECTOR
 AGENCY NAME
 ADDRESS
 Austin, Texas

23.5 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in compliance with Section 23.0. Any change in the address, including a change in the Contractor's Executive Director or Chairperson of the Board of Directors, shall be reported to the Executive Manager and the Purchasing Agent within twenty (20) days of the change.

23.6 **Change of Name.** If a change of name is required by Contractor, the Purchasing Agent and Executive Manager shall be notified in writing immediately. No change in the obligation of or to Contractor will be recognized until it is approved by the Commissioners Court. Failure to timely provide notice under Section 23.5 and/or 23.6 may result in delay of payment.

24.0 **PROHIBITIONS**

24.1 **County Forfeiture of Contract.** If Contractor has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment G during the 365 day period immediately prior to the date of execution of this Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor shall forfeit all County benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor shall notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

24.2 **Conflict of Interest.** If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

24.3 **Solicitation.** Contractor warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or, in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

24.4 **Gratuities.** County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

24.5 **Nepotism.** Contractor agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of Contractor shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

25.0 ASSIGNABILITY

25.1 **Written Approval.** No Party may assign any of the rights or duties created by this Contract without the prior written approval of the other Party. This provision includes assignment, sale, merger or any other action resulting in any change in the status of Contractor. It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to assign any part of this Contract unless expressly granted that authority by the Commissioners Court. Submission of a request for approval under this Section 25.1, "Assignment," shall be made in writing to the Purchasing Agent. Failure to secure the approval required in this Section 25.1 may result in delay of payment or other sanctions.

25.2 **Binding Agreement.** Subject to Section 25.1, this Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

26.0 LEGAL AUTHORITY

26.1 **Contractor Authority.** Contractor guarantees that Contractor possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

26.2 **Signors.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.

26.3 **Suspension.** County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 26.1 or Section 26.2.

27.0 INTERPRETATIONAL GUIDELINES

27.1 **Computation of Time.** When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees these days shall be omitted from the computation.

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

27.3 **Headings.** The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Contract.

28.0 OTHER PROVISIONS

28.1 **Exemption From County Purchasing Act.** Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirement(s) for exemption pursuant to applicable law.

28.2 **Survival of Conditions.** Applicable provisions of this Contract, as determined by County, shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

28.3 **Non-Waiver of Default.** One or more acts of forbearance by any Party to enforce any provision of this Contract or any payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

28.4 **Reservation of Rights.** If any Party to this Contract breaches this Contract, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County, under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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

28.6 Severability. If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the Parties shall be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

28.7 Political Activity. Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of Contractor, the State of Texas or the government of the United States.

28.8 Sectarian Activity.

28.8.1 Religious Influence. Within the limits and understandings set forth in Section 28.8.2, Contractor shall ensure that provision of services under this Contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth herein or as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds to such Contractor.

28.8.2 Civil Rights Act, Section 702 Application. Contractor and County agree to be bound by the following as to Subcontractor(s) and Contractor respectively: A religious organization that enters into a contract with County (or Subcontractor who enters into a Subcontract with Contractor) does not by so contracting lose exemption provided under Section 702 of the Civil Rights Act (42 U.S.C., Section 2000E-1(a)) regarding employment practices. A religious or charitable organization is eligible to be a Contractor on the same basis as any other private organization. Contractor retains its independence from State and Local governments, including the Contractor's control over the definition, development, practice, and expression of its religious beliefs. Except as provided by federal law, County shall not interpret this Contract to require a religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols.

Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. The purpose of this Contract is the provision of social services. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization.

Contractor shall reasonably apprise all Eligible Clients of the following and ensure the provision of services pursuant to the following:

Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character,

practices or expressions. No provider of social services for the County may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

28.8.3 Additional Rights. Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

28.9 Publicity. In any publicity prepared or distributed by or for Contractor, the funding through County shall be mentioned as having made the project possible. Prior to publication or any disbursement of such publicity, Contractor must provide a copy of the final form of the publicity and secure the approval of the Executive Manager. When appropriate as determined by Executive Manager, Contractor shall publicize the services and activities of Contractor under this Contract.

28.10 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under Section 4.3, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

28.11 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to Section 28.10, Contractor shall notify the Executive Manager, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

28.12 **Coordination.** Contractor shall coordinate and share information with other Travis County Health and Human Services programs and CAN in any way that is appropriate as determined by County to maximize the benefit to Eligible Clients in City of Austin/Travis County and to avoid duplication of services.

28.13 **County Public Purpose.** By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract, and specifically set forth in Attachment A hereto, constitute a significant public concern impacting members of the indigent population which the County serves. The Commissioners Court further finds that the provision of services to be provided by Contractor pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract (including Attachment A) for qualified individuals.

28.14 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Contractor agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this agreement.

CONTRACTOR: NAME OF AGENCY

By: _____
Its Duly Authorized Agent

Printed Name:
Title: _____

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

Date: _____

County Approvals:
As to Legal Form:

Assistant County Attorney Date: _____
Funds Certified By:

Susan Spataro, County Auditor Date: _____
Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

**Notes from
Tenant Based Rental Assistance Grant
HHSVS Meeting with TCHFC
November 7, 2008
11:00 a.m.**

Meeting attendees: Harvey Davis, Mike Gonzalez, Jane Prince-MacLean, Sandra Valenzuela

- I. Review notes from previous meetings/ Updates
 - a. Reference any item (organization or grant-related) that may affect grant work, e.g. capacity, resources
 - Application was not previously developed due to capacity/timing, etc.

- II. Discuss HHSVS Interests
 - a. Outline proposed new RFP deadline/timeline
 - HHSVS proposed that the group attempt meeting a new RFP deadline: April 30, 2009 and handed out a revised timeline with key functions to be performed at key dates. TCHFC agreed to this new deadline.

 - b. Primary applicant?
 - TCHFC agreed to serve as the primary applicant. TCHFC will be drafting information for an agenda item for their Board's approval, notifying them of TCHFC's intent to apply for Tenant Based Rental Assistance (TBRA) funds in conjunction with HHSVS. The item will explain that the purposes for this submission is to collaborate interdepartmentally to expand the array of basic needs assistance that Family Support Services currently provides to the community.
 - **Follow-up:** Harvey will draft an agenda item for HHSVS' consideration and review; Sandra and Jane will schedule a meeting with Sherri to debrief re: this meeting and notify her of grant's workplan; HHSVS also will need to determine if they need to have a separate HHSVS agenda item for Commissioners' Court review and approval- consult with PBO?

 - c. Indirect cost rate?
 - TCHFC does not have a federally approved indirect cost rate; however, they will allocate up to 10% indirect cost (as allowed by grant - need to verify) within grant and will also be requesting the 4% administrative cost rate - to help recoup administrative costs related to grant

→**Follow-up:** Both HHVS and TCHFC need to closely review grant guidelines to see how indirect cost and administrative costs can be allocated to the TBRA grant and what amounts are allowable.

III. Roles and Responsibilities

a. Grant application

- Application to be compiled and submitted to TDHCA by TCHFC
- HHSVS will work on program design and development, policies and procedures, and conduct citizen surveys.
- Other roles and responsibilities related to grant submission, etc. will be outlined at a subsequent meeting or date

→ **Follow-up:** Sandra will contact TDHCA to inquire about the remaining pool of TBRA funds available and ask if newer (2009) guidelines and/or RFP is applicable.

IV. Program Design

a. HHSVS proposal (handout)

- Jane provided an overview of how the TBRA model could complement the existing Basic Single Source (BSS) model used by FSS. TBRA funds would allow BSS to serve more clients (estimated 20 unduplicated families per year for a 2 year project period) and expand rental assistance options for clients.
- She also reviewed FSS intake forms, check processing and data collection systems currently function to explain how they would interface with the proposed new system. (handouts)
- Harvey mentioned that there may be some apartment complexes in Pflugerville that could serve as housing sites for client placement. These units were funded by bonds issued by TDHCA.
- TCHFC inquired about needs assessment. HHSVS staff explained that HHSVS could utilize the community needs that had been performed by CDBG on the outlying areas, since the areas outside of the City of Austin will be the target area for this grant.
- TCHFC will serve as the administrator and will also be processing and issuing payment for rental subsidies.

→ **Follow-Up:** Sandra will contact TDHCA to clarify what is meant by permanent housing for TBRA. She will also inquire about what constitutes a non-subsidized unit? Project Based subsidies? (Bottom line: What kind of units can clients reside in while receiving TBRA?)

V. Next Steps

a. Next meeting date and time

- This was not set yet; contingent upon follow-up from items above, meeting with Sherri Fleming and from November 25th TCHFC's Board of Directors meeting.

November 2008

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November 2008

	10	Monday	11	Tuesday	12	Wednesday	13	Thursday	14	Friday
Early					(7:45 AM) Rescheduled: VS Review Oneon Free Money Taskforce Concept (same place as last time) (Nov 12 08:45 AM CST in Palm Square)					
8:00 AM	(8:00 AM) Sherri - out		(8:30 AM) County Holiday - Veteran's Day		(8:00 AM) Invitation: VS Review Oneon Free Money Taskforce Concept (Nov 12 09:00 AM CST in Palm Square)					
9:00 AM			(9:00 AM) Commissioner's Court		(9:00 AM) CAN					
10:00 AM					(10:30 AM) Directors Briefing @ Palm Square, Room 2000		(10:30 AM) Efficiency Committee Mtg			
11:00 AM										
12:00 PM									(12:45 PM) 1:00 p.m. - 3:00 p.m. CAN Resource Council @ City Hall, 301 W 2nd St., Room 1101	
1:00 PM					(1:30 PM) Agenda Review					
2:00 PM	(2:00 PM) Envision Central Texas -2009 Legislative Forum/Luncheon @ Capitol, Legis. Conf. Center						(2:00 PM) Strategic Plan Next Steps			
3:00 PM										
Late							(4:00 PM) Invitation			

December 2008

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November 2008

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December 2008

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November 2008

	17	18	19	20	21	Friday
Early						
8:00 AM	(8:30 AM) Hold for meeting with Execs			(8:00 AM) Tour of Bexar County Department of Community Investments		(8:30 AM) CAN Exec. Committee @ WorkSource, 6505 Airport Blvd.
9:00 AM		(9:00 AM) Commissioner's Court				
10:00 AM			(10:30 AM) Management Reporting Needs (10:30 AM) Directors Briefing @ Palm Square, Room 2000			(10:00 AM) Judge Biscoe - Health Subcommittee @ Granger Bldg.
11:00 AM						
12:00 PM			(12:00 PM) Executive Managers			
1:00 PM	(1:00 PM) Blanca Leahy - Standing @ Palm Square		(1:30 PM) Agenda Review			
2:00 PM	(2:00 PM) Deborah Britton - Standing @ Palm Square					
3:00 PM						
Late			(4:00 PM) Comm. Eckhardt - Standing @ Granger Bldg.			

December 2008

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November 2008

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November 2008

	24	Monday	25	Tuesday	26	Wednesday	27	Thursday	28	Friday
Early										
8:00 AM						(8:00 AM) Community Impact Cabinet		(8:30 AM) County Holiday - Thanksgiving Day		(8:30 AM) County Holiday - Thanksgiving Holiday
9:00 AM			(9:00 AM) Commissioner's Court							
10:00 AM		(10:00 AM) Nancy G.-G. Standing @ Palm Square				(10:30 AM) Directors Briefing @ Palm Square, Room 2000				
11:00 AM		(11:00 AM) Kathleen Haas - Standing @ Palm Square								
12:00 PM										
1:00 PM		(1:00 PM) Jim Lehman - Standing @ Palm Square				(1:30 PM) Agenda Review				
2:00 PM										
3:00 PM										
Late										

January 2009

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November 2008

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Monday		Tuesday		Wednesday December 2008		Thursday		Friday	
1	<p>Ⓞ (10:00 AM) Skip Richter - Standing @ Palm Square</p> <p>Ⓞ (11:00 AM) Blanca Leahy - Standing @ Palm Square</p> <p>Ⓞ (2:00 PM) Deborah Britton - Standing @ Palm Square</p> <p>Ⓞ (3:00 PM) CAN Admin Team @ United Way Cap. Area, 2000 E MLK Jr., Waterloo A</p>	2	<p>Ⓞ (9:00 AM) Commissioner's Court</p>	3	<p>Ⓞ (10:30 AM) Directors Briefing @ Palm Square, Room 2000</p> <p>Ⓞ (1:30 PM) Agenda Review</p> <p>Ⓞ (3:00 PM) Comm. Gomez - Health Subcommittee @ Granger Bldg.</p>	4	<p>Ⓞ (8:30 AM) Hold for Directors work session</p> <p>Ⓞ (3:00 PM) Olie Pope - Standing @ Palm Square</p>	5	<p>Ⓞ (10:00 AM) Judge Biscoe - Health Subcommittee @ Granger Bldg.</p>
8	<p>Ⓞ (10:00 AM) Nancy G.-G. - Standing @ Palm Square</p> <p>Ⓞ (11:00 AM) Kathleen Haas - Standing @ Palm Square</p> <p>Ⓞ (1:00 PM) Jim Lehman - Standing @ Palm Square</p>	9	<p>Ⓞ (9:00 AM) Commissioner's Court</p>	10	<p>Ⓞ (10:30 AM) Directors Briefing @ Palm Square, Room 2000</p> <p>Ⓞ (1:30 PM) Agenda Review</p>	11	<p>Ⓞ (8:30 AM) Hold for Director's Work Session</p>	12	<p>Ⓞ (1:00 PM) Holiday Party</p>
15	<p>Ⓞ (11:00 AM) Blanca Leahy - Standing @ Palm Square</p> <p>Ⓞ (2:00 PM) Deborah Britton - Standing @ Palm Square</p>	16	<p>Ⓞ (9:00 AM) Commissioner's Court</p>	17	<p>Ⓞ (10:30 AM) Directors Briefing @ Palm Square, Room 2000</p> <p>Ⓞ (12:00 PM) Executive Managers</p> <p>Ⓞ (1:30 PM) Agenda Review</p>	18	<p>Ⓞ (8:00 AM) Sherri-San Antonio</p>	19	<p>Ⓞ (8:00 AM) Sherri-San Antonio</p> <p>Ⓞ (10:00 AM) Judge Biscoe - Health Subcommittee @ Granger Bldg.</p>
22	<p>Ⓞ (10:00 AM) Nancy G.-G. - Standing @ Palm Square</p> <p>Ⓞ (11:00 AM) Kathleen Haas - Standing @ Palm Square</p> <p>Ⓞ (1:00 PM) Jim Lehman - Standing @ Palm Square</p>	23	<p>Ⓞ (9:00 AM) Commissioner's Court</p>	24	<p>Ⓞ (10:30 AM) Directors Briefing @ Palm Square, Room 2000</p> <p>Ⓞ (1:30 PM) Agenda Review</p>	25	<p>Ⓞ (8:30 AM) County Holiday - Christmas Day</p>	26	<p>Ⓞ (8:30 AM) County Holiday - Christmas Season</p>

28 ✓

Travis County Commissioners Court Agenda Request

Voting Session: October 28, 2008
(Date)

Work Session: _____
(Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and take appropriate action on the options for investment of \$450,000 of new social services funding available for Fiscal Year 2009.

Approved by: _____
Signature of Commissioner(s) or County Judge

Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- Susan A. Spataro, CPA, CMA, Travis County Auditor
- Jose Palacios, Chief Assistant County Auditor
- Mary Etta Gerhardt, Assistant County Attorney
- Rodney Rhoades, Executive Manager, Planning and Budget Office
- Travis Gatlin, Analyst, Planning and Budget Office
- Cyd Grimes, C.P.M., Travis County Purchasing Agent
- Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

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COUNTY JUDGE'S OFFICE
08 NOV 13 AM 10:11

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

Human Resources Department (854-9165)

- ___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERAN SERVICES**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

MEMORANDUM

Date: October 21, 2008

To: Members of the Commissioners Court

FROM:

Sherri Fleming by [Signature]
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veteran Services

Subject: Options for new investments in social services.

Proposed Motions:

Consider and take appropriate action on the options for investment of \$450,000 of new social services funding available for Fiscal Year 2009.

Summary and Staff Recommendation:

During the FY09 budget process, the Commissioners Court allocated \$450,000 in new, ongoing resources for purchased social services. At the time, staff identified four broad areas that appeared to most warrant new investment:

- Basic needs: direct services and/or help to access federal benefits;
- Literacy and English as a Second Language: instruction to overcome a key barrier to accessing services, namely, housing and employment;
- Community based mental health services: support to keep residents in the community and avoid incidences of more serious, costly interventions;
- Pilot and evaluate service delivery approaches that offer more intensive, comprehensive services to priority groups (to be identified). This area may include the evaluation of new and emerging issues in social services program delivery.

HHS staff has expanded from these basic concepts to offer specific options for Court consideration (listed in no recommended priority order):

- Comprehensive services model, focused on low-income residents in outlying areas of the County, to promote self-sufficiency (minimum investment of \$400,000 to effectively serve a cohort of 30 households);
- Community based mental health, focused on low income residents in outlying areas of the County with identified mental health needs (minimum investment of \$100,000 to effectively serve a cohort of 20 clients);
- Basic needs, one-time assistance plus case management for 3-6 months to address crisis situations that place families at risk of losing their home (minimum investment of \$150,000 to serve a cohort of 40 households);
- Literacy and ESL, investment in recruiting and training volunteer instructors to increase community capacity to offer instruction to vulnerable residents (investment of \$55,000 to recruit and train 150 new literacy instructors).

In each case, special emphasis is placed on making services accessible to residents in the outlying areas of the County. Additional expectations for any funded services include: 1) utilization of evidence based practices, and 2) cooperation with County funded, third party evaluation. Basic information for each can be found in the attached backup.

Staff requests that \$50,000 of the new allocation be invested in an independent evaluation, and asks the Commissioners Court for direction on how to allocate the remaining \$400,000 across one or more of the listed options or provide additional options for staff review and analysis. *Upon direction from the Court, we will continue with a more inclusive process to more fully develop the tools and processes through which we will procure, implement, monitor, and evaluate the desired services.*

Budgetary and Fiscal Impact:

\$450,000 in new, ongoing funding was added to the department budget in FY09 to purchase new social services. Based upon our assessment of current community needs, staff has offered the above options for consideration. Continued program design, procurement, contracting, monitoring and program oversight will fall within existing county processes. No additional fiscal impact beyond this allocation is anticipated.

Issues and Opportunities:

Long-standing challenges to serving the outlying areas of Travis County along with recent downward trends in the economy combine to drive our effort to enhance services for these communities. A cross-functional team of staff from across HHS has brought their varied expertise together to develop these basic options to make meaningful new investments in historically underserved areas of the community. *Further, more inclusive process will follow court action to fully develop the preferred options.*

Our interest is to ultimately engage Purchasing, the County Attorney's office and other appropriate departments in drafting a competitive RFS to procure services which will align with the investments that are of interest to the Commissioners Court.

Background:

This proposal represents another step to both fully address needs and increase the capacity of services for the residents of Travis County. Historically, social services of all types have been more accessible within the urban core of Travis County (in the City of Austin). Yet, it has been far more challenging for residents in the outlying areas to access these services. Changes in the local economy have only complicated this situation as rising housing costs have displaced an ever greater number of low-income residents into outlying communities. Resources are very limited in many of these outlying communities. Through this new investment, HHS hopes to both directly address existing needs and develop better avenues and approaches to meet future needs.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

Summary of Options

	Comprehensive Services Model	Community Based Mental Health	Basic Needs	Literacy and ESL (Capacity Building)
Goal	Self-sufficiency ¹	Access to mental health services	Housing stability ²	Improve literacy/ English proficiency ³
Target Population	Households at risk of homelessness	Residents below 200% FPIG with identified MH need	Households at risk of homelessness	Volunteers to serve vulnerable populations
Services	<ul style="list-style-type: none"> • Case management • housing assist. • capacity building • education/training • other support as needed (12 months)	<ul style="list-style-type: none"> • Case management • Therapy • Psychiatric services (up to 12 months)	One-time assistance plus case management (3-6 months)	"Train the trainers" instruction Volunteer recruitment and training (12 months to increase capacity)
Estimated Cost	\$13,333/household; Minimum of \$400K for 30 households	Minimum \$100K for a unit of 20 clients	Minimum of \$150K for a unit of 40 households	\$55K: Train-the-Trainers for 15, recruit and train 150 new literacy instructors"

Needs Identified in the Outlying Areas of Travis County

As the Travis County Health and Human Services and Veterans Services Department reviews community trends, the addition of the Community Development Block Grant (CDBG) program has provided an increased understanding of the needs and challenges of persons living in the unincorporated areas. Through the CDBG public forums, CDBG funded projects, and additional planning efforts of the Department, the following needs, especially as they relate to barriers and access to services, have been identified.

Needs and Barriers Identified

- ♦ Lack of health care providers, public libraries, parks, recreational centers, grocery stores, **adult education services, counselors and social service providers** within a reasonable proximity to residential areas.
- ♦ Lack of **home based social services**.
- ♦ Lack of public transportation.
- ♦ Affordability of the housing does not outweigh the increased cost of commuting.
- ♦ Low quality of the housing stock.
- ♦ Moderate and Severe substandard housing conditions.
- ♦ Inadequate or failing water/wastewater infrastructure.

Growth Outside the Urban Core

The needs in the outlying and unincorporated areas can be expected to rise as the population grows. During the past seven years, the rate of growth in the County's unincorporated areas and in its small cities and villages has outpaced that of the urban core.

Area Description	Population Estimates				Growth 2000 to 2007	
	2000	2005	2006	2007	Number	Percent Increase
Travis County	821,064	905,609	941,577	974,365	153,301	19%
City of Austin (within Travis County)	652,784	689,227	710,326	727,195	74,411	11%
Other Cities and Villages within Travis County	46,477	62,643	67,722	74,002	27,525	59%
Unincorporated Areas in Travis County	121,803	153,739	163,529	173,168	51,365	42%
Other Cities and Villages + Unincorporated Areas	168,280	216,382	231,251	247,170	78,890	47%

Source: U.S. Census Bureau, Population Estimates Program, Subcounty Population Datasets

According to U.S. Census Bureau's population estimates, between 2000 and 2007 the total population of Travis County increased by an estimated 153,301 persons or 19%. More than half of this growth occurred within the County's unincorporated areas or in cities and villages other than the City of Austin (78,890 additional people, 47% rate of growth).

Solutions to Address Needs and Barriers

Creating sustainable change requires long term, research-based interventions and long term investments. Increasing the access to and capacity of social and mental health services and reducing transportation barriers are key to meeting the needs of residents outside the urban core.

Comprehensive Service Model

I. Overview of Service Design

This proposal envisions a long term comprehensive service model where residents receive community based, individualized service planning and supports to allow them to improve their living situation and reach their individualized goals. This approach would include funding for emergency assistance for rent/mortgage or utilities, employment and job training supports, access to mental health services, as well as other supports identified by the family as needed. This model is comprehensive because of the individualized, client driven service planning used to help each family achieve competence to navigate systems, meet individualized needs and ensure sustained functioning. Flexible funding to meet the household's individual needs, for basic needs, employment and training, mental health services and other supports will be included.

II. Parameters of Design

This proposal would fund services delivered in a comprehensive manner with the goal of self sufficiency for each household. The successful proposal will be evaluated on the following:

1. Outreach to identify underserved clients in the outlying areas of Travis County.
2. Services provided to residents of the underserved, outlying unincorporated areas of Travis County who are at risk of homelessness.
3. Service Delivery and Performance Measures that account for sustainable change for participants using evidence based models of service delivery.
4. Practices or innovations identified to reduce barriers to services for clients in the outlying areas of Travis County.
5. Collaboration with the service provider network within Travis County.
6. Capacity building for mental health services and other supports in the outlying area.
7. Use of evidence based practices.

III. Outcomes

Performance Measures would include:

- Housing Stability (living in the same residence) at 6 and 12 months
- Increased HH income through wages and benefits obtained
- Increased Individual Functioning as measured by service plan goals achieved

IV. Cost Estimate

The total cost of this program is expected to be \$400,000 for 30 households. The estimated costs include:

\$150,000	Direct Client assistance (\$5000 per household over 12 months of service)
\$150,000	Staff and Administrative costs
+\$100,000	Mental Health staff & capacity building
<u>\$400,000</u>	\$ 400,000 for 30 households served over 12 months

Community Based Mental Health

I. Overview of Service Design

This proposal provides access to mental health services in the outlying areas of Travis County. The services will be provided utilizing a team approach including a case manager, contracted therapist, and a psychiatrist (as needed). Services will be delivered in a strength-based, client driven approach. The case manager will address individual barriers to accessing treatment. The therapist will use evidence-based treatment models that are trauma informed and solution focused. The length and amount of therapeutic sessions will vary based on the needs of each individual participant. An initial assessment will determine the need of psychiatric intervention. The project will develop a step-down plan for each participant to ensure the continuation of behavioral health services. At closure, each participant will have an established medical home and be connected to relevant social services programs.

II. Parameters of Design

This proposal would fund services delivered in a comprehensive manner with the goal of improved access to mental health services. The successful proposal will be evaluated on the following:

- Project services must be easily accessible to individuals residing in the outlying areas.
- Project services must be provided both in the home and the local community.
- Project must provide step-down services for behavioral health needs.
- Project must use an evidence-based model for therapeutic interventions.
- Project must develop individualized service plans that are client driven.

III. Outcomes

The outcomes that are expected to be attained by this program are:

- Access to mental health services in the outlying areas of Travis County.
- Increase individual functioning as measured by service plan goals achieved.
- Establish a primary care provider (medical home) for each participant to address both physical and behavioral needs.
- Ensure participants are connected to all eligible Social Services programs.

IV. Cost Estimate

The total cost of the project would be \$100,000. This would provide services to twenty families residing in the outlying areas. A breakdown of estimated cost for twenty participants is as follows:

- Case manager position \$58,700
- Contracted Therapy \$28,800 (18 sessions at \$80 per session)
- Psychiatric Services \$12,500 (1 assessment and 3 medication checks at \$625 per participant)

Basic Needs

I. Overview of Service Design

This proposal envisions expanded capacity to provide emergency assistance for rental and mortgage payments. Emergency Rental and Mortgage assistance is a core safety net service. This proposal would provide housing stability through one time rental or mortgage assistance to Travis County residents living in the outlying areas as well as 3 months of case management services to help them access employment, services and supports to maintain their housing. Assistance rates would be capped at the current Fair Market Rental rates set by the U.S. Department of Housing and Urban Development for the Austin metropolitan area. Eligibility would be households earning at or below 200% of federal poverty income guidelines and the other eligibility elements of Chapter 72 of Travis County code.

Additionally, the program would participate in an evaluation to compare this model to the existing rental and mortgage assistance funded with Travis County General Revenue funds to determine success rates of maintaining housing at 30 days after assistance, as well as longer outcome measures.

II. Parameters of Design

This proposal would fund services delivered in a case management model with the goal of housing stability for each household. The successful proposal would be evaluated on the following criteria:

1. Outreach to identify underserved clients in the outlying areas of Travis County.
2. Services provided to residents of the underserved, outlying unincorporated areas of Travis County who are at risk of homelessness.
3. Collaboration with the service provider network within Travis County.
4. Ability to participate in external evaluation of Travis County General Revenue funded rental and mortgage assistance.
5. Use of evidence based practice.

III. Outcomes

Performance Measures would include:

- Housing Stability (living in the same residence) 30 days after application
- Housing Stability (living in the same residence) at 6 and 12 months post financial assistance

IV. Cost Estimate

60,000	\$1500 dollars of financial assistance per household
+90,000	Staff and overhead (one case manager)
150,000	\$150,000 for each 40 households served

Literacy/ESL Capacity Building

I. Overview of Service Design

This proposal the availability of literacy and English as a Second Language services in the outlying areas of Travis County. This approach would include funding a two part service model to address literacy and English language barriers that prevent residents from continuing their education, gaining employment and advancing in the workforce, finding and keeping housing, accessing public benefits and services, and otherwise functioning fully in society. The first phase (year 1) includes investment in recruiting and training volunteers to increase community capacity to offer instruction to vulnerable residents. The second phase (year 2 and ongoing) includes matching volunteers with appropriate students and monitoring individual learning outcomes.

II. Parameters of Design

The successful proposal will be evaluated on the following:

1. Project services must be easily accessible to individuals residing in the outlying areas.
2. Project services must be provided in diverse settings to accommodate residents of outlying areas of the County.
3. Collaboration with the adult education provider network within Travis County.
4. Evidence based practices must be used.

III. Outcomes

Performance Measures would include:

- Phase 1: Number of volunteers recruited and trained to offer instruction to local residents;
- Phase 2: Number of individuals receiving instruction and documented improvement in educational attainment as measured on standardized pre-/post-test (ex. TABE, BEST)

IV. Cost Estimate

\$55,000 (recruitment and training of 150 new literacy instructors in year one)

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Travis County Commissioners Court Agenda Request

Voting Session : November 18, 2008
(Date)

Work Session: _____
(Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and Take Appropriate Action on Request for Assistance from Foundation Communities for the Operation of its Tax Preparation Assistance Program during the 2009 Tax Season to Provide Free Income Tax Filing Assistance to Eligible Residents:

- A. Approve License Agreement for the Provision of Space at Travis County's South Rural Community Center in Del Valle for the Operation of Tax Preparation Assistance Program during the 2009 Tax Season;
- B. Approve In Kind Support to Foundation Communities' Tax Preparation Assistance Program in the form of Printing Brochures, Fliers, Forms and Other Promotional Materials for the 2009 Tax Season; and
- C. Approve In Kind Support to Foundations Communities' Tax Preparation Assistance Program in the form of Deaf Interpreters Services for the 2009 Tax Season.

C. Approved by: _____
Signature of Commissioner(s) or County Judge

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request
(Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

Human Resources Department (854-9165)

___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

RECEIVED
 COUNTY CLERK
 NOV 19 PM 3:15

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



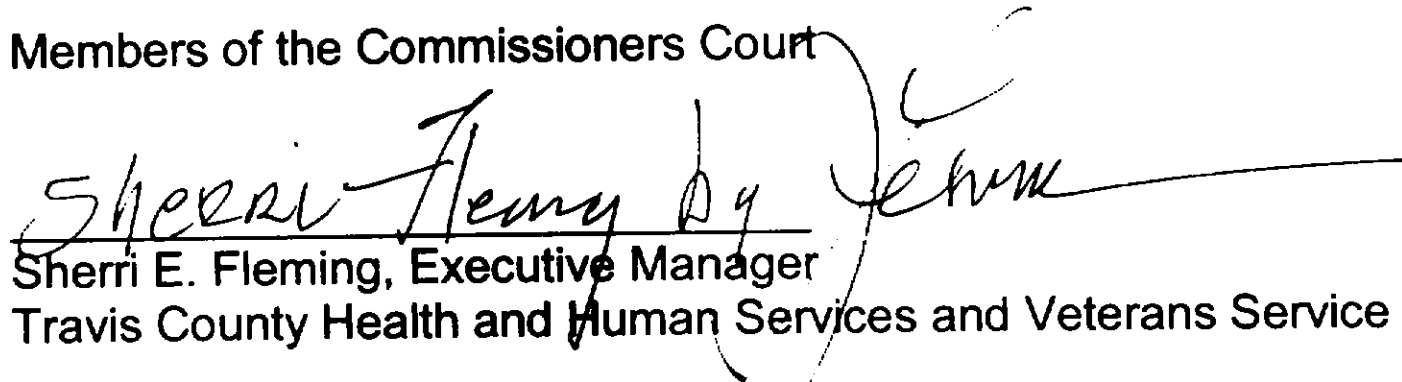
**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

MEMORANDUM

DATE: October 10, 2008

TO: Members of the Commissioners Court

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

SUBJECT: Request for Support to Operate Tax Preparation Assistance Program

Proposed Motion:

Consider and Take Appropriate Action on Request for Assistance from Foundation Communities for the Operation of its Tax Preparation Assistance Program during the 2009 Tax Season to Provide Free Income Tax Filing Assistance to Eligible Residents:

- A. Approve Agreement for the Provision of Space at Travis County's South Rural Community Center in Del Valle for the Operation of Tax Preparation Assistance Program during the 2009 Tax Season;
- B. Approve In Kind Support to Foundation Communities' Tax Preparation Assistance Program in the form of Printing Brochures, Fliers, Forms and Other Promotional Materials for the 2009 Tax Season; and
- C. Approve In Kind Support to Foundations Communities' Tax Preparation Assistance Program in the form of Deaf Interpreters Services for the 2009 Tax Season.

Summary and Staff Recommendations:

Staff recommends that the Court grant the request from Foundation Communities for the following in kind assistance:

- 1) Printing services for 135,000 flyers, envelopes, and applications
- 2) American Sign Language Interpreter services at the South 1st Street Tax Center
- 3) Operation of a Community Tax Center in the Activity Room at the South Rural Community Center in Del Valle

Staff recommends approval of proposed License Agreement for the establishment and operation of a Community Tax Center (CTC) at Travis County's South Rural Community Center in Del Valle. If approved, the South Rural Community Center's Tax Assistance program will operate from January 24, 2009 through April 15, 2009. The printing job, if approved by Court, can be completed by the Travis County Print Shop, and the interpreter services can be provided by Travis County HHS&VS Services for the Deaf.

Budgetary and Fiscal Impacts:

Travis County's Print Shop Supervisor Robert Duke has estimated that providing the requested documents would cost \$4,981 in printing and materials through the Travis County Print Shop.

Travis County HHS&VS Services for the Deaf estimates the cost of American Sign Language Interpreter services at the Community Tax Center located on South First Street to be \$8,000, if used at the peak expected volume. As in past years, these services would be scheduled in advance by 211 with the Travis County HHS&VS Services for the Deaf.

Issues and Opportunities:

The Travis County Commissioners Court and Travis County Health and Human Services and Veterans Service are committed to facilitating economic opportunities for all of the County's residents. The Court has supported the Community Tax Center effort for the past three years with in kind assistance and announcements to Travis County employees as well as American Sign Language interpreter services for the Community Tax Center program of Foundation Communities.

Community Tax Centers will be set up at the following ten locations around Central Texas for the 2009 service period:

- Foundation Communities at 3036 South 1st Street, Austin 78704
- Dove Springs Recreation Center at 5801 Ainez Drive, Austin 78744
- South Rural Community Center at 3518 FM 973, Del Valle 78617
- Goodwill Community Center at 1015 Norwood Park Boulevard, Austin 78753
- WorkForce Solutions at 6505 Airport Boulevard, Austin 78752
- HEB at 9414 North Lamar, Austin 78753
- Dolores Catholic Church at 1111 Montopolis Drive, Austin 78741

- AISD Family Resource Center at 4900 Gonzalez Street, Austin 78702
- Bastrop Public Library, 1100 Church Street, Bastrop 78602
- Round Rock Caca Center, 301 Bagdad Drive, Round Rock 78664

In 2007 and 2008 the West Rural Community Center was a Community Tax Center site. 260 families were assisted with tax returns at West Rural Community Center during the 2007 season and 215 families were assisted there in 2008. In order to be accessible to residents of zip codes where the median income is eligible for the Earned Income Tax Credit (EIC) Community Tax Center sites are being located in somewhat different zip codes from years past. According to the 2000 Census, 50% of families living in the Del Valle area had incomes of \$35,000 or less. 77% of students in Del Valle were considered Economically Disadvantaged in 2006-07 by the Texas Education Agency (TEA), meaning that they qualified for a free or reduced-price lunch.

Based on the latest IRS figures (2005) Foundation Communities reports that the six zip-codes comprising Del Valle had 11,842 (27.6%) households that filed claims for the EIC. Yet only 16% of these returns (1,887) were prepared by Free Tax Preparation programs. In 2008 Community Tax Centers prepared over 800 tax returns for Del Valle Residents, yielding \$1.3 million in refunds, 37% (\$506,000) of which was due to the Earned Income Tax Credit. The goal for 2009 is to increase these numbers by focusing on these areas.

Background:

Since 2003, the Court has worked with community-based organizations, like Foundation Communities, which has partnered with the Internal Revenue Service, to support the Volunteer Income Tax Assistance (VITA) program reaching out to targeted populations, in English and Spanish, to affect the completing and filing of income tax forms and provide financial skills trainings. Area Tax Assistance Programs have been successful in engaging these targeted populations through the network of social service providers, door-to-door contact, distribution of forms and fliers, and available assistance at Community Tax Centers.

Central to Community Tax Centers' mission is to provide free tax services to households that qualify for the Earned Income Tax Credit (EIC), the largest federal government funded anti-poverty program. The EIC is available to families with annual earned income not exceeding \$40,000. In order to claim the EIC, a taxpayer must submit a federal income tax return along with supporting worksheets verifying their eligibility for the tax credit. During the last four years, eligible taxpayers have claimed over \$24 million in EIC through the Community Tax Centers.

cc: Rodney Rhoades, Executive Manager, PBO
Travis Gatlin, Budget Analyst, PBO
Susan Spataro, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Roger El Khoury, Director, Facilities Management
Robert Duke, Supervisor, Travis County Print Shop, RMCR

About Community Tax Centers

Community Tax Centers, a program of Foundation Communities in partnership with the Internal Revenue Service, offers free income tax preparation assistance to low-to-moderate income families and individuals, enabling them to avoid tax preparation fees, claim tax credits for working families, and improve family economics through financial education and asset-building opportunities. During the last four years of our existence, Community Tax Centers has continuously expanded its presence—having grown from a 5-center operation to a 10-center operation—and, consequently, its impact on Central Texas by helping to deliver \$68 million in refunds and by serving over 48,000 households.

Past partnership with West Rural Community Center

Community Tax Centers always seeks ways to provide its services where community members reside and work, or where they go to seek assistance with life's needs. Access to free tax preparation (through convenient locations coupled with generous operating hours) has been a critical strategy to our success. For example, Community Tax Centers partnered with Travis County to provide tax preparation services at the West Rural Community Center beginning in 2007. During the past two filing seasons, we've helped 475 taxpayers claim \$466,000 in tax refunds with nearly one-half of the refunds (\$220,000) resulting from the Earned Income Tax Credit.

Our core mission: The Earned Income Tax Credit

Central to Community Tax Centers' mission is to provide free tax services to households that qualify for the Earned Income Tax Credit (EIC), the government's largest federally-funded anti-poverty program. The EIC is available to families with annual earned income not exceeding \$40,000. In order to claim the EIC, a taxpayer must submit a federal income tax return along with supporting worksheets verifying their eligibility for the tax credit. During the last four years, we've helped eligible taxpayers claim over \$24 million in EIC. There is still much more work to be done, however.

Proposed partnership to address the need for services in Del Valle

Data Variety of data sources demonstrates the need for Free Tax preparation services for Del Valle residents. According to the 2000 Census, 50% of families living in this area had incomes of \$35,000 or less. 77% of students in Del Valle were considered Economically Disadvantaged in 2006-07 by the Texas Education Agency (TEA), meaning that they qualified for a free or reduced-price lunch.

Based on the latest IRS figures (2005) we have for the six zip-codes comprising Del Valle, 11,842 (27.6%) households filed claims for the EIC. Yet only 16% of these returns (1,887) were prepared by Free Tax Preparation programs.

Community Tax Centers has made some progress in this area, having prepared over 800 tax returns for Del Valle Residents for the 2008 tax season, yielding \$1.3 million in refunds, 37% (\$506,000) of which was due to the Earned Income Tax Credit. Obviously, more work needs to be done.

Community Tax Centers feels confident that providing services at the South Rural Community Center will enable us to increase the usage of free tax preparation services by EIC-eligible households in Del Valle through extensive outreach within the local school district, through partnerships with neighborhood organizations, and by operating extensive hours during the 2009 tax season.

Item	File #	Quantity	Notes	Check
Envelopes	CTC01	20,000		
English Intake	CTC02	15,000	double-sided, pastel pink	
Spanish Intake	CTC03	6,000	double-sided, pastel green	
Client Survey	CTC04	20,000	double-sided, white	done
Exit Survey	CTC05	10,000	1/2 page, needs cut (20,000 total surveys)	
Schedule Flyers	CTC06	50,000	bright yellow	
1/2 page F. Coach flyer	CTC10	2,000	need cut	
Volunteer Training Materials	CTC11	15,000	1,000 sets of copies, totaling in 15,000 copies	
Volunteer Quick Guide	CTC12	15,000	needs to be bound with color cardstock cover	
Occupational Codes	CTC13	50	double-sided	done
1/2 page small business flyer	CTC14	2,000	need cut	
Resources referral page	CTC15	2,000	light blue	
ITIN Brochure	CTC16	5,000	double-sided, need folding	
ITIN Training materials	CTC17	6,000	400 sets of copies, totaling in 6,000 copies	
ITIN Copy	CTC19	400	white	
FAFSA Intake Form	CTC20	2,000		
All Services Brochure	CTC21	20,000	white, tri-fold brochure	
Total Copies		190,450		

**LICENSE AGREEMENT BETWEEN
TRAVIS COUNTY AND
FOUNDATION COMMUNITIES FOR
THE PROGRAM OF COMMUNITY TAX CENTERS**

This License Agreement ("Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and Foundation Communities, the administrator of Community Tax Centers ("CTC"), a non-profit organization.

WHEREAS, County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes); and provision of that care constitutes a public purposes; and

WHEREAS, County is the owner of the South Rural Community Center ("Center"); and

WHEREAS, CTC desires to provide certain services to eligible clients using the facilities at the Center, and County desires to allow CTC to use the Center for such services.

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

1.0 DEFINITIONS

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

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

1.3 "Executive Manager" means Sherri Fleming, Executive Manager of Travis County Health, Human Services and Veterans Services, or her successor or designated representative.

1.4 "Party" or "Parties" means Travis County and/or CTC.

2.0 TERM OF LICENSE.

2.1 **Term.** The license granted under this Agreement ("License") shall cover the time period beginning January 17, 2009, and continuing through April 25, 2009.

2.2 **Termination.** This Agreement may be terminated by either Party by giving thirty (30) days written notice to the other Party of the intent to terminate.

3.0 GRANT OF LICENSE

3.1 **General Grant of License.** County hereby grants a license to CTC, its employees, agents and volunteers ("CTC Personnel") to enter, use and occupy the Center for the purposes set forth further in this Agreement.

3.2 **Use.** CTC agrees to make no structural changes to any portion of the Center, and to limit its adjustments to the facilities at the Center to the superficial preparation set forth herein necessary for the effective use of the Center to provide the services outlined in this Agreement. CTC agrees to leave the Center in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by County.

3.3 **Center Personnel Protection.** CTC acknowledges and agrees that CTC shall be solely responsible at all times for the actions and the safety of Center Personnel utilizing the Center under this

Agreement, including, without limitation, protecting such Center Personnel from injury or death and protecting County's property and the property of such Center Personnel from loss or damage.

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

4.2.1 Attachment A Work Statement

4.0 GENERAL PROVISIONS.

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

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

4.3 **Use and Repair.** CTC shall not use the Center for any purpose other than that set forth in this Agreement. Further, CTC shall repair or replace any damage to the Center caused by CTC.

4.4 **Control of Travis County.** CTC shall at all times obey the direction and commands of the Travis County Sheriff, the Executive Manager of the Travis County Administrative Operations Department, and the Executive Manager of Travis County Health, Human Services and Veterans Services (or their designated representative) while on or in the vicinity of the Center. Any disregard of the directions, restrictions, rules or regulations referenced in this Section 3.3 shall be grounds for immediate termination of this Agreement and revocation of the License granted hereunder.

4.5 **Indemnification and Claims.** CTC agrees to and shall indemnify, save and hold harmless, and defend County, its agents, officials and employees from any and all claims, negligence, causes of action, suits and liability of any kind, loss, damages, costs, including attorneys fees or expenses, of whatever type or nature for personal injury, death, or property damage, or any cause of action, arising in whole or in part out of any and all acts of commission or omission of CTC, its agents or employees or CTC Personnel, arising out of or in connection with this Agreement or CTC's use of the Center for which a claim, including attorneys fees, demand, suit or other action is made or brought by any person, firm, corporation or other entity against CTC or County. CTC shall notify County immediately in the event that any claim or action is made or brought against CTC or County regarding services provided under this Agreement.

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

4.7 **Assignability.** No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party.

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

4.9 **Entire Agreement.** All oral and written agreements between the Parties to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

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

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

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

4.13 **CTC Authority.** CTC guarantees that CTC possesses the legal authority to enter into this Agreement and to perform the services CTC has obligated itself to perform under this Agreement.

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

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

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

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

5.0 NOTICE

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

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

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

and

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

and

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

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

Director of Programs
3036 South First Street, Suite 200
Austin, Texas 78704

6.0 EFFECTIVE DATE

6.1 This Agreement shall be effective **the date** it is signed by both Parties and shall continue in full force and effect through April 25, 2009.

FOUNDATION COMMUNITIES
COMMUNITY TAX CENTERS

TRAVIS COUNTY

BY: _____
Elizabeth Colvin
Program Director
It's Authorized Agent

BY: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

ATTACHMENT A
WORK STATEMENT

PURPOSE

The purpose of this Agreement is to set forth the terms under which CTC will provide services of a tax center at the West Rural Community Center of Travis County during the 2009 tax season. CTC aims to provide free income tax preparation services of the highest quality to hard-working economically disenfranchised residents of Travis County. To protect the program's reputation as a quality tax preparation program, and to provide good stewardship of the investments of donors, supporters and volunteers, Foundation Communities and Travis County, through the facilities located at the South Rural Community Center, agree to be partners in this endeavor under the terms set forth in this Agreement.

GENERAL SERVICES - COMMUNITY TAX CENTER

A project of Foundation Communities, the Community Tax Center program is supported by private, local and federal funds and in-kind resources to conduct outreach and provide free income tax filing assistance to eligible residents in Central Texas. Support and technical assistance from the Internal Revenue Service enable CTC to train and certify volunteer income tax preparers to provide these services at select locations throughout this area. Our program-wide goals for the 2008 tax season are as follows:

- To serve families making less than \$50,000 and individual making less than \$25,000
- To prepare 20,000 tax returns and claim \$25 million in refunds and credits for the families and individuals we serve
- To incorporate the use of tax refunds into an over-all asset-building strategy
- To ensure the highest quality of income tax preparation
- To provide stellar customer service and support, and
- To obtain data integral to program evaluation, planning and resource development

COUNTY/WEST RURAL COMMUNITY CENTER'S RESPONSIBILITIES

A. Building and Facilities Access

1. South Rural Community Center ("Center") will be open during specified hours for free income tax preparation services on or about January 17, 2009, and will remain open and available during those hours for free tax preparation services through April 15, 2009.
2. Center agrees to provide CTC use of the Activity Room for tax preparation, client intake and a waiting area without charge to CTC.
3. The space made available will be provided for regular use by CTC during the normal hours of operation of the Center. The following schedule of operation will be utilized unless and until CTC requests and receives written permission from the Center for any changes:

DAYS	HOURS ADVERTISED TO THE PUBLIC	HOURS VOLUNTEERS WILL BE AVAILABLE
Monday to Friday	3:00 p.m. to 8:00 p.m.	2:30 p.m. to 8:30 p.m.
Saturday (1/24, 1/31, 2/7)	9:00 a.m. to 5:00 p.m.	8:30 a.m. to 5:30 p.m.

4. Center will provide chairs and tables, as needed, for use in the above mentioned space.
5. Center will provide access to a secured storage area for tax preparation supplies and additional laptops provided by CTC. CTC will be responsible for ensuring the storage of supplies and

equipment in the secured space provided when not in use, and understands and agrees that County is not responsible or liable in any way for such supplies and equipment, and does not guarantee the safety or security of any such equipment or supplies.

6. CTC understands that special events may render the designated spaces unavailable on certain days during the 2009 tax season. Center will promptly notify CTC about days the space will not be available, and, when possible, provide other space. **If other space is not available, services will not be provided on those days.**

7. Holidays. Center's facilities will not be available for use on the following County holidays:

Martin Luther King, Jr. Day	January 19, 2009
Presidents' Day, Monday	February 16, 2009

8. Center will allow CTC staff reasonable access during normal business hours to the above referenced spaces to set up and test computer equipment, networks, and to coordinate set-up and closing procedures and post signage.

9. Center will give CTC approximately week, or through April 25, 2009, to withdraw all CTC equipment and supplies upon the conclusion of the 2009 Tax Season.

B. Marketing/Outreach Support. County will assist CTC in promoting services provided under this Agreement prior to and during the 2009 Tax Season as follows:

1. Center will provide education as determined by Center to clients about the CTC program. **Educational materials provided by CTC will be printed by County to the extent determined by County prior to the beginning of the License Term.**

2. Center will work with the CTC Volunteer Coordinator to recruit volunteers for the CTC program.

3. Center will work with the CTC Outreach and Education Coordinator to promote the CTC program to the local community within the policies and procedures of County.

4. Center will allow CTC to display mobile/temporary signage of CTC within and outside the building on County property. Such signage will include banners, posters, and small signs staked on County property.

5. Center understands that CTC will be seeking program sponsors to defer the costs of providing free tax preparation services and agrees to allow temporary/mobile signage on the County premises for these sponsors within County policy and procedure limits, and with previous approval by County of those signs.

6. County will provide interpreters for deaf and hard of hearing clients within the capacity of County budget, as determined by County.

C. Communications and Information Technology

1. The Parties understand and agree that access to communications technology is critical to the delivery of CTC services. Center will facilitate access to available technological support and/or infrastructure within the limits of County policies, procedures and ability.

2. Center will allow CTC access to the equipment necessary to network computers and maintain a reliable connection to the internet **within the reasonable capability of the County as determined by County staff.**

E. Eligibility. Eligible Clients will be those clients who make less than \$50,000 for a family and less than \$25,000 for an individual who reside in Travis County.

CTC RESPONSIBILITIES

A. Services. CTC recognizes the tremendous value of the space and assistance offered by Center and agrees to provide services as follows:

1. CTC will prepare tax returns for all Eligible Clients requesting services as long as the type of return falls in the scope of CTC volunteer training and as long as the staff/member meets the eligibility criteria set forth above.
2. CTC will hire a Tax Center Manager to work closely with the Center staff and who will be responsible for maintaining the security of all spaces used by CTC. This Manager will be present at all times that CTC services are being provided at the Center.
3. CTC will assure that CTC staff abide by the policies and procedures set forth by the Center.
4. CTC will ensure that all CTC Personnel have the necessary qualifications to provide services and that all services are provided in a timely manner by qualified CTC Personnel who meet or exceed applicable training, licensing and regulatory and professional and ethical standards.
5. CTC will create and maintain records for Eligible Clients provided services under this Agreement including information on which CTC relies to determine eligibility, records and reports as necessary to evaluate the effectiveness of the services provided under this Agreement and all other records related to performance under this Agreement as reasonably requested by County. County will be provided with copies of final reports of CTC's performance under this Agreement showing, at a minimum, the number of Eligible Clients served, the service provided, the number of tax returns completed and filed, and the amount of refunds or credits received on behalf of Eligible Clients.

B. Buildings and Facilities Usage

1. CTC will cover the costs involved with any outlet, wiring or cabling installations in the computer room that are crucial to CTC operations. CTC will provide County with a written request for such needs at least one week prior to beginning of services to enable County sufficient time to evaluate the request and provide CTC with an invoice for the related costs, including any costs related to returning the facilities to previous condition after the end of this Agreement. CTC will provide payment to Travis County prior to the work being performed.
2. CTC will assure that all spaces utilized by CTC are returned to their original conditions at the conclusion of each day.
3. CTC will assure that all equipment (tables and chairs) provided by Center is returned in the original/satisfactory condition, as determined by County, at the conclusion of operations under this Agreement.

C. Marketing and Outreach Coordination

1. CTC will develop and provide the promotional materials (including print, indoor and outdoor signage, and web-based materials) to publicize CTC through the various channels offered by the Center. CTC will provide Center with copies of such materials sufficiently prior to beginning of services to allow County time to make such materials available in the desired format.

2. CTC will recognize Travis County and Center as a community partner in promotional materials for the 2009 Tax Season.

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Travis County Commissioners Court Agenda Request

Voting Session: November 18, 2008
(Date)

Work Session: _____
(Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and take appropriate action on items related the Program Year 2007 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Receive a summary of the annual performance report;
- B. Receive notification of the extension of the comment period until December 12, 2008;
- C. Approve the draft of the Program Year 2007 Consolidated Annual Performance Evaluation Report (CAPER) for public comment; and
- D. Other Related Items.

Approved by: _____
Signature of Commissioner(s) or County Judge

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- | | |
|--|-----------------------------------|
| Rodney Rhoades, PBO | Travis Gatlin, PBO |
| Susan Spataro, Auditor's Office | Steven Manilla, TNR |
| Janice Cohoon, Auditor's Office | Joe Gieselman, TNR |
| DeDe Bell, Auditor's Office | Kimberly Walton, Auditor's Office |
| Mary Etta Gerhardt, County Attorney's Office | Jane Prince Maclean, HHS/VS |
| Andrea Colunga Bussy, HHS/VS | Cyd Grimes, Purchasing Office |
| Jason Walker, Purchasing Office | Harvey Davis, TCHFC |
| Lee Turner, TNR | Melinda Mallia, TNR |

COUNTY CLERK
NOV 18 2008 4:03 PM

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



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

**100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

MEMORANDUM

Date: November 10, 2008

To: Members of the Commissioners Court

From: *Sherri Fleming by [Signature]*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

Subject: Community Development Block Grant (CDBG) Program Year 2007
Consolidated Annual Performance and Evaluation Report

Proposed Motion:

Consider and take appropriate action on items related the Program Year 2007 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Receive a summary of the annual performance report;
- B. Receive notification of the extension of the comment period until December 12, 2008;
- C. Approve the draft of the Program Year 2007 Consolidated Annual Performance Evaluation Report (CAPER) for public comment; and
- D. Other Related Items.

Summary and Staff Recommendations:

- A. As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER describes the County's CDBG housing and community development activities as well as the County's overall housing and community development efforts. This year's CAPER corresponds to activities conducted during the 2007 program year spanning October 1, 2007 to September 30, 2008.

During the 2007 program year, spending began to occur in four different projects and progress was made in moving forward with the remaining two. Of the \$1,681,904 budgeted to six projects \$ 144,014.54 or 8.56 percent was spent. Given most of these projects require longer than two years to implement, the impact or the benefits to residents will not be reflected until project close out which may be 12 months or more for a given project.

Please see the attached draft of the CAPER and a PowerPoint presentation for a summary of the 2007 program year.

- B. Staff notifies the Commissioners Court the extension until December 12, 2008 of the public comment period to comment on the draft of the PY07 CAPER.

On October 21, 2008, the Travis County Commissioners Court approved a 15-day mandatory public comment period, the related public hearing date, and advertisements to be posted in newspapers. HUD regulations require that the newspaper notice be in the newspapers 14 days prior to the commencement of the public comment period.

The advertisements needed to be in the newspapers the week of November 3rd to meet this requirement, however, some deadlines were missed and the advertisements will not be in the papers until the week of November 10th. After consultation with the County Attorney's office, the comment period was extended by one week and will end on December 12, 2008 to increase the time the public will have to comment on the document. This extension will satisfy HUD regulations.

- C. Staff recommends approval of the attached draft of the PY 2007 CAPER for public comment.

The mandatory public comment period will occur from November 19, 2008 through December 12, 2008. A public hearing will be held on Tuesday, December 2, 2008 at 9 a.m. at the Travis County Commissioners Court.

Final approval of the CAPER by the Travis County Commissioners Court is anticipated to occur on December 16th. The CAPER is due to HUD no later than December 30, 2008.

Budgetary and Fiscal Impacts:

No budget impacts are anticipated by this item.

Issues and Opportunities:

- When HUD awards CDBG funds to cities and counties, there is a mandate for CDBG entitlements to address the County's housing, economic and community development needs of the low to- moderate income population. Given that often times the CDBG resources provided are limited, entitlements are expected to work in collaboration with other local funds to tackle the multiple community needs and ensure CDBG funds fall within the jurisdiction's broader efforts. This is the reason why the CAPER documents both CDBG projects as well as the County's efforts as a whole in the relevant areas.
- As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities "in a timely manner". HUD conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in July 2008, and will continue to occur every July. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent.

The County did not meet the required ratio in July 2008 for timeliness: it had a 1.99 ratio in July and 1.83 at the end of September according to HUD's data management system, IDIS. Due to year end close out processes, additional monies were spent in the program year, but were not reflected in HUD's financial management system (IDIS). The County's financial management system HTE indicates that \$ 291,846.75 was spent resulting in a ratio of 1.64.

Traditionally, a new entitlement community has 22 months to get their program up and running prior to its first timeliness test occurring. Due to the four month delay of the execution of the original grant in 2006, which occurred as a result of HUD's allocation error, Travis County only had 18 months. The end of November 2008 is the 22 month point in time for Travis County, and it appears as if Travis County may

have been close to achieving timeliness with a ratio of 1.64 as a result of the end of the year expenditures. This does not take into account the expenditures to occur for October and early November which will further reduce the ratio.

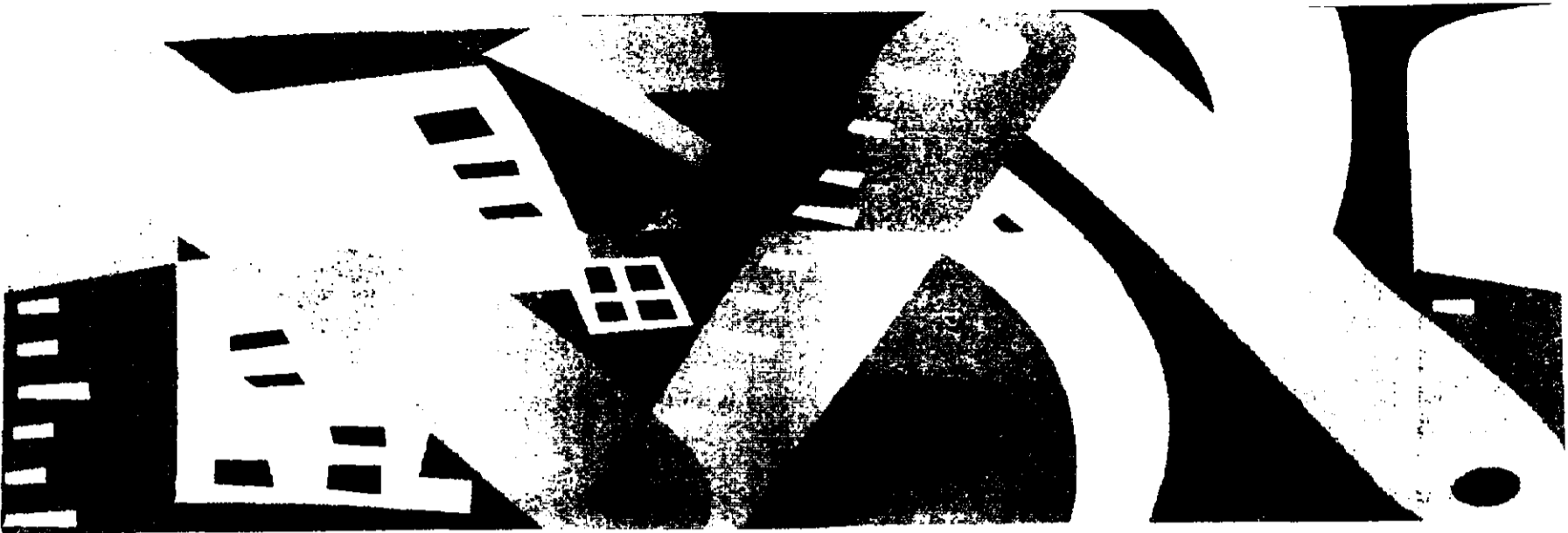
Background:

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

The first year that Travis County received CDBG funds from HUD was in 2006. Since then, Travis County receives funds annually through a cycle, or Program Year, which runs from October 1st through September 30th.

HUD initially awarded Travis County \$2,449,337 in CDBG funds, an amount that was subsequently reduced to \$838,659 due to an error in funding allocation. Given this error, Travis County's initial Consolidated Plan was disallowed, requiring a redirection of strategic plans and a substantial amendment to the Consolidated Plan and PY06 Action Plan. HUD's allocation error significantly delayed Travis County initial CDBG's operation and continues to affect the performance of the program in meeting HUD's timeliness ratio for the expenditures of funds.

The Consolidated Annual Performance Evaluation Report provides an overview of Travis County's CDBG performance for the past year including performance measures, project status and fiscal expenditures. In accordance with the Travis County's Citizen Participation Plan, the CAPER is posted annually for public comment for a period of at least 15 days.



**Travis County
Community Development Block
Grant (CDBG) Program**

**Draft of PY07 CDBG
Annual Report**

**Travis County Commissioners Court
Presentation by the Health & Human Services and Veteran
Services (HHS & VS) Department
November 18, 2008**

PY07 Project Update

as of September 30, 2008

Project	Budgeted Funding	Expended (In HTE)	Update
1. Land Acquisition for Production of New Owner Housing Units	\$445,518 (PY 06 & 07)	\$0	Property to be acquired in early 2009
2. Street Improvements in Apashe Shores	\$800,000 (PY 06 & 07)	\$ 40,881	Design, engineering, and environmental phase started
3. Expansion of HHS&VS FSS Social Work Services	\$64,000	\$31,697	Benefitted 71 people
4. Road Improvement Design* in Lava Lane	\$83,659	\$0	Exemption from Environmental Review established
5. Water Improvements in Northridge Acres	\$200,000	\$170,791	Completion anticipated in the 1 st quarter of PY08
6. Water/Wastewater Planning	\$88,727	\$48,475	Site visits and assessments initiated in five neighborhoods
Total	\$1,681,904	\$291,846	

Timeliness Considerations

CDBG Program Year 2007 Summary Financial Report

	IDIS	HTE
Carryover from PY06	\$ 838,659	\$ 838,659
PY07 CDBG Entitlement Grant	\$ 848,245	\$ 848,245
Total CDBG Funds Available for PY07	\$1,686,904	\$1,686,904
PY07 Funds Committed	\$1,686,904	\$1,686,904
PY07 Funds Expended	\$144,014.54	\$291,846.75
Carryover to PY08	\$1,537,889.46	\$1,395,057
HUD Timeliness Ratio	1.81	1.64

PB3 Goals

FY 08 Measure	FY 08 Result
<p>Maintain HUD's Timeliness Ratio</p> <ul style="list-style-type: none"> ○ 2 out of 4 quarterly reports within ratio ○ Spending ratio < 2.0 during the fiscal year 	<ul style="list-style-type: none"> ● 0 out of 4 quarterly reports within ratio ● The spending ratio < 2.0 during the fiscal year
<p>Successful HUD Monitoring Visits</p> <ul style="list-style-type: none"> ○ Less than 5 findings ○ Less than \$25,000 returned 	<ul style="list-style-type: none"> ● No monitoring visits occurred during the fiscal year
<p>Successful Development of Annual Action Plan</p> <p>Provide Neighborhoods Technical Assistance</p> <ul style="list-style-type: none"> ○ Provide technical assistance and primary surveying methodology to 1-3 neighborhoods 	<ul style="list-style-type: none"> ● Turned in on time in Aug 08 ● 3 neighborhoods received technical assistance. ● No neighborhoods were primary surveyed
<p>Meet HUD Deadlines for Reports - 80%</p>	<ul style="list-style-type: none"> ● 89% or 8 out of 9 reports were turned in on time
<p>Meet HUD deadlines for Planning Reports (- 100%)</p> <ul style="list-style-type: none"> ○ Annual Action Plan ○ CAPER ○ Amendments to the Consolidated Plan 	<ul style="list-style-type: none"> ● 100%

Beyond Project Implementation

Advocacy, Planning, and Coordination of CDBG Interests

Advocacy

- The National Association for County Community and Economic Development (NACCED)

Planning

- Housing Works
- Affordability Forums at the City of Austin's NHCD
- Ending Community Homelessness Coalition (ECHO)
- Resource Development

Coordination

- Contract Workgroup
- Training and Conferences

Performance Improvements Goals for PY08

- 1. Increase efficiencies by**
 - Continue to seek training and Technical Assistance
 - Creating a CDBG Policy and Procedure Manual
- 2. Increase timely spending of funds**
 - Continue with implementation schedule of current projects
 - Recommend funding of PY09 projects that can be implemented in 12 -18 months

Next Steps - Public Comment Period

- The public can comment on the draft of the CDBG annual report by
 - Attending a public hearing on December 2, 2008 at Commissioners Courtroom at 9:00 a.m.
 - Submitting written comments from November 19, 2008 to December 12, 2008. For more details visit the Travis County Website or call 834-3460
- Comments will be reviewed and considered in the final preparation of the report

Travis County

Community Development Block Grant Program:

Improving the affordability,
accessibility and sustainability
of neighborhoods and
community services.

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2007:
October 1, 2007 – September 30, 2008

-Prepared by Travis County Health & Human Services & Veterans Service
Drafted 11/10/2008
Approved by TCCC _____



Travis County Commissioners Court

Samuel T. Biscoe
Travis County Judge

Ron Davis
County Commissioner, Precinct One

Sarah Eckhardt
County Commissioner, Precinct Two

Gerald Daugherty
County Commissioner, Precinct Three

Margaret Gómez
County Commissioner, Precinct Four

DRAFT - Travis County Program Year 2007 CAPER

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Acronyms

Throughout this report, the reader will note the following acronyms:

ADA	Americans with Disabilities Act
AI	Analysis of Impediments to Fair Housing Choice
AP	Action Plan
CAPER	Consolidated Annual Performance Evaluation Report
CDBG	Community Development Block Grant
CFR	Code of Federal Regulation
Con-Plan	Consolidated Plan (governs CDBG Programs)
CPD	Community Planning and Development (part of HUD)
CPP	Citizen Participation Plan
EA	Environmental Assessment
ESG	Emergency Shelter Grant
FHA	Federal Housing Administration (part of HUD)
FSS	Family Support Services (a Travis County Social Service Program)
HACT	Housing Authority of Travis County
HHS/VS	Travis County Department of Health and Human Service and Veteran Services
HOME	HOME Investment Partnership Program
HOPWA	Housing Opportunities for Persons with AIDS
HTE	Accounting Software used by Travis County
HUD	United States Department of Housing and Urban Development
IDIS	Integrated Disbursement Information System (HUD's Financial Mgt. System)
LMI	Low- and Moderate-Income (80% or below median household income)
MFI	Median Family Income
ORCA	Office of Rural Community Affairs
PY	Program Year
RFP	Request for Proposals
RFQ	Request for Qualifications
TC	Travis County
TCHFC	Travis County Housing Finance Corporation
TxDOT	Texas Department of Transportation
TNR	Travis County Department of Transportation and Natural Resources
URA	Uniform Relocation Act

DRAFT - Travis County Program Year 2007 CAPER

Introduction

The Community Development Block Grant (CDBG) initiative is a federal grant program administered by the U.S. Department of Housing and Urban Development (HUD). The program provides annual grants to cities and counties to carry out a variety of community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

Based on its population, in 2006, Travis County qualified as an urban county, a federal designation which afforded the County the opportunity to apply for CDBG funds. That year, Travis County applied and received CDBG funds for the first time and has continued to receive funding for the past two years. The County's annual allocation is based on a HUD-designed formula that takes into account the county's population size, poverty rate, housing overcrowding, and age of housing.

Usage of CDBG funds must meet a variety of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds must focus projects to low- to moderate- income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county. Moreover, to be eligible, the activities must meet one of the following HUD's national objectives:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Address other community development needs that present a serious and immediate threat to the health and welfare of the community.

The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan, an Action Plan, and an annual evaluation. The Consolidated Plan (Con-Plan) identifies the County's community and housing needs and outlines the strategies to address those needs over a five year period. The Annual Action Plan (AP) defines the specific activities to be undertaken during each program year (PY) to address the priorities established in the Con-Plan. An evaluation is conducted annually to assess yearly accomplishments.

The following figure is a simplified visual representation of the CDBG cycle. As shown in the picture, citizen participation has a central role in setting the priorities to be addressed and defining projects to tackle the identified needs.

Figure 1: CDBG Cycle



The Travis County Health and Human Services & Veterans Service Department (HHS/VS) is the lead agency designated by the County for the grant administration of the CDBG program and the single point of contact with HUD.

DRAFT - Travis County Program Year 2007 CAPER

Executive Summary

As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER).

Specifically, the CAPER describes the County's CDBG housing and community development activities as well the County's overall housing and community development efforts. This specific document corresponds to activities conducted during the program year 2007 spanning October 1, 2007 to September 30, 2008.

The CAPER is written to provide both HUD with required CDBG information and the general public an update of the progress made in this initiative. As a result of serving two audiences, the report follows the federal reporting requirements while presenting information in a format meant to be easily understood by County departments, service providers and residents. The report includes specific outcome performance measures as delineated by HUD's 2005 Community Planning and Development Outcome Performance Measurement System.

Overview of Travis County First Two Program Years

Travis County first received CDBG funds for program year 2006. During this first year no funds were spent given the numerous processes needed for the start-up of the grant and given an allocation error from HUD which significantly delayed Travis County initial CDBG's operation.

During the 2007 program year, spending began to occur in four different projects and progress was made in moving forward with the remaining two. Of the \$1,681,904 budgeted to six projects \$ 144,014.54 or 8.56 percent was spent. Given most of these projects require longer than two years to implement, the impact or the benefits to residents will not be reflected until project close out which may be 12 months or more for a given project.

The following table presents a list of the projects implemented in PY07, the numbers of clients expected to benefit from them, the numbers of clients benefitted so far, and an overall status and comment on each project's progress.

DRAFT - Travis County Program Year 2007 CAPER**Figure 2: Progress of CDBG Project as of September 30th 2008**

Activities	Expected Benefit/ Served To Date	Status	Comment
1. Production of New Owner Housing Units: Land acquisition (Development of affordable housing by Habitat for Humanity)	17/0 Housing Units	Continuing	Property to be acquired in early 2009. Infrastructure to begin in the next 6-12 months.
2. Street Improvements: Road improvements to substandard roads in Apache Shores	1710/0 People	Continuing	Design, engineering, and environmental phase has begun. Anticipated completion of design phase is October 2009.
3. Public Services, Other: Family Support Services Social Work Services Expansion –Travis County HHS/VS Program	100/71 People	Continuing	Benefitted 71 people from April – September 2008. Unexpended funds were rolled over for the next program year.
4. Road Improvement Design* : Improvement design for Lava Lane Road	1297/0 People	Continuing	Exemption from Environmental Review established. Project scope written. Procurement for the design consultant will occur in the next 4-6 months.
5. Water/Sewer Improvements Improvement of water infrastructure in North Ridge Acres	158/0 People	Continuing	Construction of public infrastructure was near completion. Individual connections to the system will occur in the 1 st quarter of PY08
6. Planning: Water/wastewater improvement planning	16/0 neighborhoods	Continuing	Site visits and assessments initiated in five neighborhoods. Report is anticipated to be ready within the next 12 months.
Total	17/0 Housing Units 3265/71 People 16/0 neighborhoods		

* Reallocated funds from PY 2006 Public Service funding through Action Plan Amendment, August, 2008.

As a new entitlement, Travis County will continue to work on establishing the systems and procedures to support effective long-term management of the grant and compliance with HUD requirements.

DRAFT - Travis County Program Year 2007 CAPER

Timely Spending of Funds

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities "in a timely manner". HUD conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in July 2008, and will continue to occur every July. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent. Although Travis County did not meet its first timeliness test, the CDBG office is taking actions to address timeliness considerations and will continue to assess the spending of funds and the progress of projects to ensure compliance.

As of September 30th, Travis County timeliness ratio was 1.81. The CDBG office has identified the extent and underlying causes of the timeliness concerns and has developed a workout plan to improve performance. This plan has been presented to HUD's regional office in San Antonio.

Public Participation

During program year 2007, the public had ample opportunity to participate on the development of projects for the 2008 program year. During the months of February and March, 2008, the County held public hearings and solicited proposals for the use of CDBG funds. Solicitation of input and invitation to participate in the public hearings were posted on the County's website, and were published in newspapers of general circulation. In addition, notifications were sent to public service providers and to citizens who had previously attended public hearings. Lastly, two public hearings were held during the month of July, and a 30-day public comment period occurred from the 25th of June through the 26th of July to solicit final comment on the proposed uses of CDBG funds.

Similarly, the public will be provided the opportunity to comment on the draft of the PY07 CAPER. The draft report will be available to the public for review and written comment from November 19 through December 12, 2008 at the seven Travis County community centers as well as the County's website <http://www.co.travis.tx.us/>. A public hearing will also be held at the Travis County Commissioners Court on December 2, 2008.

Travis County

Section I: General Questions

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2007:
October 1, 2007 – September 30, 2008

-Prepared by Travis County Health & Human Services & Veterans Service

DRAFT - Travis County Program Year 2007 CAPER

Status of Projects

Project: Owner Housing: Production of New Units

Activity: Land Acquisition

IDIS #: 7 for PY06 & 10 for PY07

Project Description:

Parcels or one large tract of land in unincorporated Travis County will be acquired to build affordable single-family housing for low-income families (25-50% Median Family Income). Single-family housing is defined as a one- to four-family residence. Public hearings will be held to inform the public of the location(s) prior to the purchase of the land. During the selection process, priority will be given to tracts of land near public transportation.

Austin Habitat for Humanity, a local non-profit, will secure funding for the construction of homes on the acquired property. Approximately 17 housing units of affordable housing will be created. The number of individuals impacted will vary depending upon the families selected for the housing units.

Project Status and Progress to Date:

- ◆ A sub-recipient agreement is anticipated to be signed between Travis County and Habitat for Humanity in the first quarter of the program year 2008.
- ◆ Acquisition of the land is anticipated to take place in early 2009. Staff is getting Technical Assistance from HUD to ensure compliance with all associated regulations.

Performance Measure:

Affordability for the purpose of creating decent housing.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Owner Housing	High	CDBG S.H.O.P	PY06: \$250,000 PY07: \$195,518	Total \$119,554	\$ 0	17/0 Housing Units

DRAFT - Travis County Program Year 2007 CAPER

Project: Street Improvements

Activity: Substandard Roads in Apache Shores

IDIS #: 5 for PY06 and 11 for PY07

Project Description:

This project funds the improvement of a number of substandard roads in Apache Shores, an area identified as a low to moderate income area. The improvements will allow the roads to meet County roadway standards and be accepted onto the County roadway system for future maintenance and traffic safety enforcement.

The scope of work includes: 1) design services; 2) land surveying services; 3) geo-technical services; 4) drainage design services; 4) utility location and relocation coordination services; 5) environmental review and related regulatory permits; 6) acquisition of right of way and easements; and 6) construction.

Project Status and Progress to Date:

- The Request-for-Qualifications (RFQ) process has been completed for the Apache Shores project, and MACTEC Engineering and Consulting, Inc has been signed to a professional services agreement to complete the environmental survey and design of the substandard roads improvements.
- A detailed survey of the roadways and rights-of-ways to be improved has been completed by Surveying and Mapping, Inc (SAM Surveying).
- The preliminary hydrologic and hydraulics study for the project area has been completed by MACTEC.
- The design of the improvements to the substandard roads is scheduled to be completed by October 2009. Construction is anticipated to begin by March 2010.

Performance Measure:

Accessibility for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Public Facilities	High	CDBG	- PY06: \$305,000 - PY07: \$500,000	NA	\$0	1,710/0 People

DRAFT - Travis County Program Year 2007 CAPER

Project: Water/Sewer Improvements

Activity: North Ridge Acres - Improved municipal water service for NRWSC

IDIS #: 6

Project description:

This project funds the complete replacement of the North Ridge Water Supply Corporation's (NRWSC) water distribution system with a permanent connection to the City of Austin's water system. The North Ridge Acres subdivision is located in both Williamson and Travis Counties near the intersection of the roads FM 1325 and CR 172. One hundred and fifty-eight people in Travis County and approximately 180 people in Williamson County will benefit from this project.

The phases of the project include: (1) the design and construction of a new water system that meets the requirements of the Texas Commission on Environmental Quality and the City of Austin; (2) disconnection from the City of Round Rock fire hydrant which is the current water source; (3) a permanent connection to the City of Austin's water system; and (4) conveyance of the NRWSC to the City of Austin which will provide service and billing for all NRWSC customers.

A primary door-to-door survey was conducted in November 2003 and June 2005. The survey indicates that at least 57% of the residents in the project area are Hispanic. The survey also indicates that 100% of the residents fall below the low- to moderate income level. The total project budget is \$1,872,000. Please refer to the leveraged funding section of this document for the breakdown of funding.

Project Status and Progress to Date:

- Construction of the transmission lines of the water distribution system is 95% complete.
- The permanent connection of the homes to the new transmission lines, operated by the City of Austin, is anticipated to take place during the first quarter of program year 2008.

Performance Measure:

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Public Facilities	High	CDBG City of Austin TWBD Travis County ORCA	\$200,000	Approximately \$1.6 million (Refer to section on leveraged funds)	\$72,297.55	158/0 People

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Project: Public Services, Other

**Activity: HHS/VS Family Support Services Division
Social Work Services Expansion**

IDIS #: 12

Project Description

This program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. The program is expanding social work services through the work of one social worker who is increasing the capacity to provide case management, information and referral, non-clinical counseling, crisis intervention and outreach in the unincorporated areas. The social worker provides the majority of service provision through home visits in order to reduce transportation barriers. The social worker also works from the Community Centers in Manor and Del Valle, focusing on residents living in the unincorporated areas of precincts 1 and 4.

Project Status and Progress to Date:

- Service provision began in May 2008.
- Outreach to a variety of agencies, school districts, churches and other contacts was made to create referrals and interest in the program.
- A brochure was developed.
- 71 people benefitted from services provided during PY07. Services included case management, referrals, non-clinical counseling and crisis intervention.
- Data on client needs is de-identified and analyzed by CDBG administrative staff to further the knowledge base about the needs of those in the unincorporated areas.

Performance Measure:

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Public Services	High	CDBG	\$64,000	TBD	\$27,010.28	100/71 People

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Project: Street Improvements

Activity: Lava Lane Design

IDIS #: 14

Project Description:

This project will fund the design, engineering and environmental review for the improvement of a portion of Lava Lane, a substandard road in Precinct 4, currently not accepted by the County road maintenance system. The improvements will provide a new durable road that will allow property owners, school busses, mail service providers, and emergency service providers to have all-weather access to the properties. Additionally, the improvements will allow the road to meet County roadway standards and be accepted onto the County system for future maintenance and traffic safety enforcement.

Travis County Transportation and Natural Resources Department (TNR) is the department in charge of managing this project and the design, engineering, and environmental work will be provided by a contracted consultant. The impact of the project will be 1297 people once construction of the improvements is complete.

Project Status and Progress to Date:

- A preliminary study has been completed for Lava Lane to determine the scope of the extension and repair needed, and to establish the budget for the project.
- Funding for the environmental study and engineering study has been approved by the Travis County Commissioners Court.
- The design project has been determined to be exempt from an environmental review per 24 CFR 58.34(a) Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities and a Certification of Exemption has been filed with HUD.
- The RFQ process is scheduled to begin in November 2008. A professional services agreement with the best-qualified design firm is scheduled to be signed by April 2009.

Performance Measure: N/A

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Planning	High	CDBG	\$83,659	NA	\$0	1297/0 People

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Project: Planning

Activity: Water/Wastewater Improvement Planning

IDIS #: 13

Project Description:

This project funds the a Senior Engineer who functions as a Project Manager over two active CDBG-funded street improvement projects in Apache Shores and Lave Lane. The Senior Engineer is also in charge of assessing and providing a report for potential water and wastewater projects to be considered in the future by the Travis County Commissioners Court.

The unincorporated areas whose water/wastewater needs will be assessed for eligibility and potential costs include: Apache Shores , Bluebonnet/Volker Lane , Deer Creek Ranch, FM 969 & FM 973 area, FM 1625 Area, Imperial Valley, Kennedy Ridge, Littig, Manchaca Area, Mt. Chalet, Mountain View Estates, Northridge Acres, Plainview Estates, Plover Place and Rodriguez Road.

Project Status and Progress to Date:

- The utility that holds the Certificate of Convenience and Necessity (CCN) for each neighborhood has been identified.
- The utilities have been contacted regarding the location of their existing facilities and the best ways to extend their services.
- A selection criteria to prioritize projects has been drafted. These criteria will help establish an order of funding priority for the various neighborhoods that have requested inclusion in the study.
- The next phase of the feasibility study consists of primary surveys of the proposed neighborhoods. It is projected the water and wastewater study will be completed by January 2010.

Performance Measure:

Creating Sustainable Living Environments.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	PY07 CDBG Expended	Goal/Actual
Planning	High	CDBG	\$108,704	NA	\$44,706.71	16/0 Neighborhoods

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Geographic Distribution of Projects

Since Travis County does not have any consortium cities participating in the use of CDBG funds, all service and planning efforts focus on the unincorporated areas of the county. Of the six projects, three target specific census tracts, one focuses on interested, eligible people in Precincts 1 & 4, and the location of the remaining project is to be determined. When the location of the land acquisition project is identified, a public hearing will be held to notify citizens and receive comment.

Figure 3: Geographic Distribution of Grant Activity for the Program Year 2006

Project	Location/Geographic Area	
1. Owner Housing: Production of new units : Land Acquisition	To Be Determined	
2. Street Improvements: Substandard Road Improvements in Apache Shores	Census Tract: 17.42 Block Group: 1 Including sections of Pima Trail, Crazyhorse Pass, and Whitebead Trail.	
3. Public Services, Other: Family Support Services Social Work Services Expansion	Various eligible households in precincts 1 & 4 in the unincorporated areas of Travis County. Specifically residents in the following zip codes have been served: 78617, 78653, 78719, 78724, 78725, 78747	
4. Road Improvement Design	Lava Lane Road, Precinct 4, Census Tract:24.17 Block Group:3	
5. Water/Sewer Improvements: Northridge Acres Water Improvement	Census Tract: 18.51 Block Group: 1 Including sections of Prairie Lane, Summit Drive, Northridge Road, Parkview Drive and Hillside Drive	
6. Water/Wastewater Improvement planning	<p><u>Precinct 1:</u> FM 969 & FM 973 area, Littig, Imperial Valley, Bluebonnet/Volker Lane, Kennedy Ridge, Plainview Estates</p> <p><u>Precinct 2:</u> Northridge Acres</p>	<p><u>Precinct 3:</u> Manchaca Area Apache Shores, Mountain View Estates, Mt. Chalet, Deer Creek Ranch</p> <p><u>Precinct 4:</u> FM 1625 Area, Rodriguez Road, Manchaca Area Plover Place</p>

Performance Evaluation of Projects

Compliance with CDBG National Objectives

The use of CDBG funds requires selecting eligible projects that meet one of the three national objectives prescribed by HUD. These are 1) benefitting low/moderate income persons, 2) addressing slum or blighted areas and 3) addressing an urgent need. All of the projects implemented during the program year 2007 met the national objective of benefitting low/moderate income persons, thereby complying with an additional HUD requirement that establishes that 70 % of CDBG funds be spent on LMI persons. The CDBG Financial Summary for Program Year 2007 Report located in Appendix C shows 100% of the PY07 expenditures benefited low to moderate income persons.

For an activity to qualify as meeting the low-mod national objective, grantees must certify they are following one of four qualifying categories: area of benefit activities, limited clientele activities, housing activities and job creation or retention activities. An area of benefit (LMA) activity is one that benefits all residents in a particular area, where at least 51 percent of the residents are low-to-moderate income persons. A limited clientele (LMC) activity is one where 51 percent of the beneficiaries have to be LMI persons. Low mod housing (LMH) applies to activities that aim to provide or improve permanent residential structures which, upon completion, will be occupied by LMI households. A low/mod job (LMJ) creation activity is one designed to create or retain permanent jobs, at least 51 % of which will be made available to or held by LMI persons.

The following table summarizes the category under which each project qualifies to meet the low-mod national objective as well as the specific number of clients served in each target income area. In the cases of projects where no individuals have received services yet, a check mark identifies the anticipated income targets for the clients that will benefit for that project.

DRAFT - Travis County Program Year 2007 CAPER**Figure 4: Benefit to Low and Moderate Income Persons by Project**

Project	National Objective	Very Low (>30% MFI*)	Low (30.1 to 50% MFI)	Moderate (50.1 to 80% MFI)
1. Land Acquisition for Affordable Housing Development	Low/Moderate Income: Housing (LMH)	√	√	
2. Street Improvements in Apache Shores	Low/Moderate Income: Area Benefit (LMA)		√	√
3. Public Services, Other – FFS Services	Low/Moderate Income: Limited Clientele (LMC)	54 persons	5 persons	12 persons
4. Road Improvement Design – Lava Lane	Low/Moderate Income: Area Benefit* (LMA)	√	√	√
5. Water/Sewer Improvements	Low/Moderate Income: Area Benefit – Survey (LMA)	√	√	√
6. Water/Wastewater Planning	N/A	√	√	√

MFI* = Median Family Income as defined by HUD

Area Benefit*: Both Road Improvement Projects qualify as a Low-Mod Area of Benefit through an Exception Rule Provision or Upper Quartile Criterion permitted by HUD. Travis County's exception rule is 46.2%. To learn more about the Exception rule visit the following site: <http://www.hud.gov/offices/cpo/lawsregs/notices/2005/05-06.pdf>

Compliance with CONPLAN Goals

CDBG projects must also fit within one of the seven high priority project categories approved by Travis County Commissioners Court for the 2006-2010 period. The following list summarizes those high priorities identified and the corresponding projects implemented during program year 2007.

Figure 5: High Priorities in the 2006-2010 Consolidated Plan and Projects Implemented in PY 2007

High Priorities	Projects
Production of New Owner Housing Units via Land Acquisition	Production of New Owner Housing Units: Land acquisition (Development of affordable housing by Habitat for Humanity)
Street and Road Improvements	Road improvements to substandard roads in Apache Shores
	Improvement design for Lava Lane Road
Water and Sewer Improvements	Improvement of water infrastructure in North Ridge Acres
Public Services, Other	Family Support Services Social Work Services Expansion –Travis County HHS/VS Program
Infrastructure for New Housing Developments	None
Owner Occupied Housing Rehabilitation	None
Youth Services	None
Administration and Planning	Water/wastewater improvement planning

Assessment of Goals and Objectives

This section articulates the CDBG accomplishments for PY 2007 as they relate to the goals and objectives, spending, overall performance and effective grant management. A total of 3265 people and 16 neighborhoods are expected to benefit from the projects identified in the PY 2006 and PY07 Action Plans. To date, 71 people have directed benefited from these funds.

It is important to note that in many cases the impact of the project will not be captured for a number of years, given some of the projects will take 12-60 months to implement and complete. For example, the production of new owner housing units will not be completed until approximately the year 2011. Even though CDBG funds are only expected to support the acquisition of the land, the performance indicator will not be achieved until the houses are fully constructed and the households have purchased the homes. The table summarized below identified the goals and objectives, and the expected and actual number of people served during the program year.

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Figure 6: Summary of Specific Objectives (HUD Table 1 C)

Project Title	Specific Objectives	Sources of Funds	Performance Indicators	Year	Target #	Actual #	Percent Completed
SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)							
1.1 Street Improvements: Substandard Roads in Apache Shores	Public Facilities	PY06 & 07 CDBG	▪ # People receiving new service, # People receiving improved service, # People served (per LMI levels)	2006	1710	0	
				2007	0	0	
				2008			
				2009			
				2010			
Multiyear Goal					1,710	0	0 %
1.2 Family Support Services Social Work Services Expansion	Public Services, Other	PY07 CDBG	▪ Number of people who benefited	2006	N/A	N/A	
				2007	100	71	
				2008			
				2009			
				2010			
Multiyear Goal					100	71	71%
1.3 Road Improvement Design in Lava Lane	Not Applicable	PY 06 CDBG	▪ Number of people who will benefit	2006	N/A	0	
				2007	1297*	0	
				2008			
				2009			
				2010			
Multiyear Goal					1297	0	0 %
1.4 Water/Sewer Improvements: Northridge Acres Water Improvements	Public Facilities	Travis County PY06 CDBG, Travis County General Fund, Texas Water Development Board, Williamson County CDBG, ORCA State CDBG, City of Austin	▪ Number of people who will benefit	2006	158	0	
				2007		0	
				2008			
				2009			
				2010			
Multiyear Goal					158	0	0 %
DH-2 Affordability of Decent Housing (Outcome/Objective)							
2.1 Owner Housing - Production of New Units: Land Acquisition	Owner Housing	PY06 & 07 CDBG	▪ Number of housing units constructed	2006	10	0	
				2007	7	0	
				2008			
				2009			
				2010			
Multiyear Goal					17	0	0 %
SL-3 Sustainability of Living Environment (Outcome/Objective)							
3.1 Planning	Not applicable	PY 07 CDBG	▪ Other - number of neighborhoods assessed	2006			
				2007	15		
				2008			
				2009			
				2010			
Multiyear Goal					15	0	0 %

* The Lava Lane project is funded out of reprogrammed PY 2006 monies, but was allocated in August 2008 during PY 2007.

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The coding system used in the Outcome/Objective rows in the table above follows the numbering system established in the Community Planning and Development Outcome Performance Measurement System. The outcome/objective numbers stand for the following:

Figure 7: Numbering System for Outcome and Objective Coding

Objective	Outcome		
	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Expenditures and Leveraged Resources

Overall Expenditures

During PY07, spending began to occur in four different projects and progress was made in moving forward with the of the remaining two. Of the \$1,681,904 budgeted to the six projects \$144,014.56 or 8.56 percent was spent per HUD’s data management system called, IDIS.

Figure 8: CDBG PY07 Summary Financial Report from IDIS

CDBG Program Year 2007 Summary Financial Report*	
Carryover from PY06	\$ 838,659
PY07 CDBG Entitlement Grant	\$ 848,245
Total CDBG Funds Available for PY07	\$1,686,904
PY07 Funds Committed	\$1,686,904
PY07 Funds Expended	\$144,014.54
Carryover to PY08	\$1,537,889.46
HUD Timeliness Ratio	1.81

*Due to year end close out processes, additional monies were spent in the program year, but were not reflected in IDIS. Please see Appendix B for a full list of expenditures for the program year.

Expenditures per Project

Figure 8 summarize the budgeted funding, the expended funds and the percent expended in for each of the projects.

DRAFT - Travis County Program Year 2007 CAPER**Figure 9: Summary of PY07 Expenditures by Project**

Project	Budgeted Funding	Est. Released as of 10/31/08	Percent
1. Owner Housing: Production of New Units	PY06: \$250,000	\$0	0%
	PY07: \$195,518	\$0	
2. Street Improvements	PY06: \$305,000	\$0	0 %
	PY07: \$500,000	\$0	
3. Public Services, Other	PY07: \$64,000	\$27,010.28	42%
4. Water/Sewer Improvements	PY06: \$200,000	\$72,297.55	36%
5. Planning	PY06 \$88,727	\$44,706.71	50%
6. Road Improvement Design*	PY06: \$83,659	\$0	0%
Total	\$1,686,904	\$144,014.54	8.5%

* Reallocated funds from PY 2006 Public Service funding through Action Plan Amendment, August, 2008.

Timely Spending of Funds

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities "in a timely manner". HUD conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in July 2008, and will continue to occur every July. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent. The timeliness ratio for Travis County is July 2008 was 1.81. Although Travis County did not meet it first year's timeliness test, CDBG is taking actions to address timeliness considerations and will continue to assess the spending of funds and the progress of projects to ensure timely spending.

To address timeliness considerations, for the PY08 Action Plan, CDBG staff recommended the funding of administration and planning at maximum level and the selection of projects that could spend money in 12-18 months. In addition, the CDBG office has identified the extent and underlying causes of the timeliness concerns and has developed a workout plan to improve performance. This plan has been presented to HUD's regional office in San Antonio.

DRAFT - Travis County Program Year 2007 CAPER**Leveraging Resources**

Although no matching requirements are mandated for CDBG, during the reporting period, Travis County has been successful in using HUD's CDBG funds to leverage additional monies from private and public sources. For the Northridge Acres Water Improvement project, Travis County is partnering with the Texas Water Development Board, Williamson County (CDBG), the Office of Rural Community Affairs, and the City of Austin, each of whom have invested dollars in this project. In addition, Travis County absorbed all of CDBG's administrative and planning costs in order to maximize the community impact of CDBG funding. The following table summarizes the amount of dollars leveraged:

Figure 10: Leveraged Resources for the 2007 Program Year

Project/Activity Leveraged	Partners	Committed Leveraged Resources	Spent as of 9/30/2008
Water/Sewer Improvements North Ridge Acres	Texas Water Development Board	\$ 1,000,000	\$774,043
	Williamson County (CDBG)	\$ 150,000	\$0
	Office of Rural Community Affairs	\$ 250,000	\$80,601
	City of Austin	\$ 200,000	Spent in previous grant years
	Travis County General Fund	\$ 237,705	\$ 110,009
Family Support Services Social Work Services Expansion	Best Single Source (General Fund rent assistance program)	TBD	\$4,133.96
	Youth and Family Assessment Center (flexible funding)	TBD	\$1,181
Administration and Planning of CDBG	Travis County General Fund	\$168,308	\$155,689
	Total Dollars	\$2,006,013	\$1,124,593.90

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Managing the Process

Comprehensive Planning

Travis County Health and Humans Services and Veterans Service (HHS/VS) has a Research and Planning (R&P) Division which is tasked with much of the comprehensive planning for the Department: both internal to the department and external work with community partners. Issues areas of focus for the R&P Division encompass the full range of our department's services and investments: basic needs, workforce development, child and youth services – with particular emphasis on early childhood education, public health – particularly HIV/AIDS, and behavioral health; plus efforts to organize the community around support for the elderly and immigrants. Additionally, the Division provides information services to inform decision making in our department and across the community. These services include: an annual report of community trends and statistics based on the American Community Survey, periodic surveys of community based organizations, more focused research and analysis upon request.

CDBG makes requests of the R&P Division for technical assistance, as needed, to assist with data collection, resource development and planning in the areas around housing, homeless and community development. This collaborative effort increases capacity and reduces duplication of planning efforts for the Department.

Over Program Year 2007, the CDBG staff, and in collaboration with the R&P Division, when noted, have participated in the following comprehensive planning efforts:

Homelessness

CDBG staff attended a technical assistance training for the Continuum of Care during the program year to better understand the funding and application process. Staff joined the Ending Community Homelessness Coalition (ECHO) in July 2008. This membership will provide staff the opportunity to become more involved in the issue area, to advocate for the homeless persons found in the unincorporated areas, to identify service strategies and to ensure identified pockets of homeless persons in the unincorporated areas are included in the annual count.

Resource Development

The R&P Division has a staff person dedicated to monitoring and reviewing grant opportunities. Over the last year, a number of opportunities have been identified for consideration by the CDBG Office, however, during the program year, no opportunities were pursued due to CDBG staff capacity to manage additional dollars at this time. In addition, CDBG staff kept R&P informed about HUD funding streams and new monies that came down through the HUD system.

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Additionally, CDBG staff is a part of an inter-departmental group which focuses on resource development and grant related processes. Over the last year, the group assisted in the development of a grant manual which provides direction on Departmental procedures and participated in a training from Management Concepts regarding the management of federal dollars.

Affordable Housing

Members of both CDBG and R&P have attended several meetings over the last year in relation to affordable housing including the Housing Works planning meeting, the Community Action Network's housing inventory meetings, and City of Austin's housing forums. While there is not a formal planning body which focuses solely on affordable housing, several planning groups and coalitions have housing related committees due to the cross cutting nature of the areas. Staff attends these meetings as appropriate.

Additionally, the CDBG staff discussed the possibility of collaborative efforts around housing market studies and consolidated planning requirements with the City of Austin and some of the neighboring CDBG entitlements in a five County area in order to reduce costs and to look at affordable housing with a regional lens. CDBG staff hopes to continue this conversation in the future.

Foreclosures

CDBG & R&P began to identify sources of foreclosure data during the program year as well as sharing information on potential funding opportunities to address foreclosure and foreclosure prevention. We anticipate working collaboratively through participatory research in this area to ensure a consistent message on the emerging issue.

Water/Wastewater Planning

In response to the citizen participation process and the public's need for water/wastewater public infrastructure, a planning project was established during the program year. Please see the detailed description of progress made this year in collaboration with TNR, Travis County's public works department. The plan is anticipated to be completed in about 12 months.

Next Consolidated Plan

In anticipation of the next Consolidated Planning cycle, the CDBG office has developed a preliminary plan for its development. The 2011-2015 Con-Plan will consist of the following parts: 1) A Community Needs Analysis, 2) A Housing Market Analysis, 3) A Strategic Direction, 4) An Action Plan for PY 2011 and 5) A Analysis of Impediments to Fair Housing Choice.

In 2009, the processes for conducting the housing market analysis, the analysis of impediments to fair housing choice and other community needs analysis will be initiated. In 2010, the

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strategic direction based on analysis and public input will be developed. There will be ample opportunities for the public to provide input and make comments. In 2011, the strategic direction will be ready for the prioritization of PY11 projects, and the Consolidated Plan as well as the PY11 Action Plan will be turned in to HUD in August 2011.

HHS/VS CDBG and R&P staff are currently involved in numerous boards, commissions, associations, and councils, not only to further the understanding of the relationship between the community and the needs of its most vulnerable citizens, but also to be a resource to the community, offering data and analysis, grant writing skills, contacts with influential businesses, community and government leaders, and knowledge of government funded program opportunities.

Compliance with Certifications

Travis County carried out all planned actions described in the five year HUD – approved Consolidated Plan, including:

- ♦ Pursuing all resources indicated in the Consolidated Plan. Resources include leveraged dollars for grant administration and public infrastructure.
- ♦ Travis County provided requested certifications of consistency for HUD programs in a fair and impartial manner.
- ♦ Travis County did not hinder the Consolidated Plan implementation through any action or willful inaction.

Anti-Displacement and Relocation

Consistent with the goals and objectives of 24 CFR Part 570.606, Travis County commits to making all reasonable efforts to ensure activities undertaken with federal funds will not cause unnecessary displacement or relocation of persons (families, individuals, businesses, non-profit organizations and farms).

Travis County's policy on displacement, at present, is to not fund projects that displace persons. A draft of a comprehensive Anti-Displacement and Relocation Plan was written during the program year and expected to be approved by the Travis County Commissioners Court in PY 2008. Travis County did not purchase, rehabilitate or demolish occupied real property with CDBG funds during PY 2007 program year.

Specific Activities

HUD requires reporting on certain types of activities funded by CDBG. Below is the list of specific activities and results of the responses to the required questions.

- **Low/Mod Job Activities:** Travis County did not undertake any low/mod job activities during the reporting year and does not have any planned low/mod job activities for the 2008 program year.

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- **Low/Mod Limited Clientele Activities:** Travis County planned one low/mod limited clientele activity during the PY 2007 program year – a public service project. The Social Work Services Expansion project is currently being implemented successfully. Please refer to the table title “Benefit to Low and Moderate Income Persons by Project” to see the breakdown of clients by income level.
- **Housing Rehabilitation:** Travis County did not plan for or provide any housing rehabilitation activities during PY 2007.
- **Neighborhood Revitalization Strategies:** Travis County does not currently have any HUD-approved neighborhood revitalization strategy areas.

Fiscal Related Items

HUD requires reporting on certain types of fiscal-related items funded by CDBG. Below is the list of specific activities and results of the responses to the required questions.

- **Program Income:** Travis County did not receive any program income during the PY 2007 program year.
- **Prior Period Adjustments:** Travis County did not have any prior period adjustments.
- **Loans and Other Receivables:** Travis County did not have any loans or other receivables during the PY 2007 program year.
- **Lump Sum Agreements:** Travis County did not use any lump sum agreements during the PY 2007 program year.

Monitoring

As the lead agency for development and implementation of the Consolidated Plan, the Travis County HHS&VS Department implements standard policies and procedures for monitoring CDBG programs. These monitoring activities ensure compliance with program regulations and compliance with financial requirements. Federal guidelines include: OMB A-110, OMB A-122, 24 CFR Part 570.603 (CDBG Labor Standards), 570.901-906 (CDBG) and the Davis Bacon Act and Contract Work Hours and Safety Standards Act (CDBG).

HHS/VS provides contract administration for community development activities in conjunction with the Transportation and Natural Resources Department, including but not limited to contract negotiations, compliance monitoring, and payment and contract closeout.

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Frequency and Results of Monitoring Activity

Sub-recipients

Travis County did not engage in any sub-recipient agreements thus no monitoring activity occurred. The land acquisition project to produce affordable owner-occupied units is anticipated to be completed via sub-recipient agreement. It is anticipated the sub-recipient agreement will be signed during the first quarter of the 2008 program year.

Contractors

Travis County engaged a construction contractor for the Water Improvement project and a design consultant for the Apache Shores Street Improvement project during the program year. The Purchasing Office conducted Davis Bacon interviews, collected certified payroll, reviewed invoices for accuracy and compliance with the executed contract, and completed the required reports for each project.

Internal Travis County Departments

For CDBG funded projects implemented by Travis County Departments, the CDBG office has instituted controls at key points of the project implementation process to ensure program compliance. The CDBG office:

- ◆ Meets with each project manager and any project related staff at regular intervals throughout the implementation period to review project status, implementation, effectiveness of programs and compliance issues.
- ◆ Reviews any request for purchase prior to department approval.
- ◆ Reviews all Request of Qualifications, Request for Proposals, Request for Services, Invitations for BID and contracts prior to the release by the Purchasing Department.
- ◆ Requests technical assistance from HUD, as needed, on behalf of each project.
- ◆ Reviews the results of project environmental reviews, and submits the appropriate paperwork to HUD.
- ◆ Verifies and documents target area, and service area eligibility, monitoring documentation in a quarterly basis.
- ◆ Reviews CDBG project expenditures on a monthly basis before draw-downs are made.

CDBG staff completed a variety of monitoring tasks for each project. No funds were provided during the program year to external entities; therefore, the summary below identifies the monitoring activities for internal Travis County projects:

Street Improvements: Substandard Roads in Apache Shores

- ◆ Kept in communication with the project manager.
- ◆ Forwarded numerous technical assistance requests to HUD.

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- ♦ Reviewed the RFQ, design consultant selection and professional services contract prior to execution.
- ♦ Completed the paperwork to certify exemption of design and engineering services.

Street Improvements: Lava Lane

- ♦ Kept in communication with the project manager.
- ♦ Reviewed the RFQ prior to execution.
- ♦ Completed the paperwork to certify exemption of design and engineering services.

Water/Wastewater Improvements: Northridge Acres Water Improvements

- ♦ Kept in communication with the project manager.
- ♦ Forwarded technical assistance requests to HUD as needed.
- ♦ Completed the paperwork to certify environmental review.
- ♦ Reviewed project implementation after a change in project managers and provided a high level of technical assistance to the project.

Public Services, Other: Family Support Services Social Work Services Expansion

- ♦ Met weekly at the beginning of service provision with project manager and social worker to provide technical assistance and work out any service delivery issues.
- ♦ Reviewed client files in July 2008 and made recommendations for improvement.
- ♦ Reviewed quarterly performance reports.
- ♦ Reviewed and approved all Authorizations to Purchase and travel and mileage requests prior to submission to financial services.

Water/Wastewater and Other Project Planning

- ♦ Kept in communication with the project manager.
- ♦ Completed the paperwork to certify exemption of design and engineering services.
- ♦ Assisted in the development of the plan and development of the criteria.

In addition, CDBG provided training opportunities for a non-profit and for internal County staff on fiscal management, environmental review and CDBG basics.

Results of Monitoring Efforts

As a result of the monitoring efforts made, staff was able to identify and address potential issues surrounding compliance with different projects. Staff provided technical assistance and is closely monitoring the water improvement project. Technical assistance has also been provided to the public service project and another review of client files is scheduled for November 2008.

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Institutional Structure and Coordination

Effective implementation of projects during the Program Year 2007 Action Plan involved a variety of key stakeholders. Coordination and collaboration within the Travis County government and between agencies was instrumental in ensuring the needs in the community are addressed effectively. The departments and agencies involved in the implementation of the projects are described below.

Internal Travis County Departments

The CDBG office engaged several Travis County departments to ensure efficient and effective project planning, management, and implementation. Those departments with key roles in the execution of the projects included the Health and Human Services & Veterans Service Department (HHS/VS), the Transportation and Natural Resources Department (TNR), the County Attorney's Office, the Auditor's Office and the Purchasing Office. The Travis County Commissioners Court, as the chief-policy making authority of the County, provided oversight and had the final approval on the actions recommended by the county staff. CDBG staff implemented the policies and procedures to support the effective management of CDBG funds.

Health and Human Services & Veterans Service Department

Travis County Health and Human Services & Veterans Service Department (HHS/VS) is the lead county agency responsible for the administration of the County's CDBG funding. This department has the primary responsibility of assessing community needs, developing the Consolidated Plan and yearly Action Plans, managing project activities in conjunction with other county departments and other community partners, administering the finances, monitoring and reporting of the grant. The CDBG office is located in the Executive Manager's Office within HHS/VS. HHS/VS reports to the Travis County Commissioners Court for oversight authority.

R&P provided planning support, as needed, and as detailed in the Comprehensive Planning section. The Family Support Services (FSS) Division of HHS/VS managed the CDBG public service project. FSS also manages the seven Travis County Community Centers so the CDBG Office worked closely with the Division to ensure access to CDBG documents and encourage outreach and citizen engagement through the Centers.

Travis County Commissioners Court

The Commissioners Court is made of four elected commissioners, one to represent each county precinct and the County Judge who serves as the presiding officer. As a group, the Commissioners and County Judge are the chief policy-making and governing body of the county government. The Commissioner's Court made all final decisions about CDBG fund allocations.

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Transportation and Natural Resources Department

The Transportation and Natural Resources Department (TNR) and the CDBG office worked closely to coordinate environmental review functions, project planning, implementation and GIS mapping. TNR and CDBG employees have been trained in environmental regulations. This cross training of both departments allows for quality review and peer consultation. More formalized processes and policies for Travis County's environmental review processes will be developed over the next year to take effect during the implementation of the PY08 Action Plan.

In addition, as part of one of the PY07 projects, the CDBG office is working closely with a Senior Engineer the TNR office hired to prepare an assessment of areas that need water/wastewater improvements. The CDBG office and the Senior Engineer have and will continue to coordinate the preparation of project scopes, eligibility, cost estimates, and project design.

The County Attorney's Office

The County Attorney's Office creates and reviews legal agreements as well as provided legal advice and consultation. They created templates to assist with CDBG procurement procedures, related consultant services, subsequent construction documents, and templates for sub-recipient agreements. This type of collaboration is expected to continue during the implementation of the PY08 Action Plan.

The County Auditor's Office

The Auditor's Office provides fiscal oversight for the County including the arrangement of the Single Audit. Over the program year, the Grants Division completed quarterly financial reports, reviewed and approved draw downs from IDIS and reviewed all agreements for fiscal compliance. Additionally, the Office will monitor fiscal compliance of sub-recipients. This type of collaboration is expected to continue during the implementation of the PY08 Action Plan.

The Purchasing Office

The Purchasing Office manages the CDBG procurement processes for commodities, professional services and construction. The office received a position funded by the Travis County general fund in 2006 to support CDBG and programs of the Texas Department of Transportation (TxDOT) - two new streams of federal funding. This approach supports compliance with common federal standards and promotes efficiencies within the County. In addition, this position ensures compliance with required labor standards and submits related reports to the CDBG office. The collaboration between the CDBG office and the Purchasing office is also expected to continue during the implementation of the PY08 Action Plan.

Public Sector and Non-Profits

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During the implementation of the PY07 Action Plan, the Travis County CDBG office coordinated with a variety of local non-profits and governmental entities activities related to project and grant management and community planning. The following list provides some examples of the type of engagements the Travis County CDBG office had with the public and private sector:

- ◆ Consultation with other entitlement counties and cities to exchange models for CDBG grant management and project implementation;
- ◆ Information exchange and coordination with other implementing agencies on jointly funded projects;
- ◆ Coordination of planning efforts for affordable housing and ending homelessness initiatives with local stakeholders including coalitions of non-for-profits, the City of Austin, and regional organizations;

During the implementation of the PY08 Action Plan, additional engagements are anticipated such as:

- ◆ Coordination of planning efforts with the University of Texas, in particular with the faculty and students of the Community and Regional Planning Department for areas such as developing an affordable housing policy for the County and developing a comprehensive analysis of impediments to fair housing choice;
- ◆ Partnerships with local Community Housing and Development Organizations (CHDOs), non-profits, and other community development and housing providers to explore options for community development and public service projects and leverage other federal, state, local and private funding.
- ◆ Coordination of planning efforts with the Travis County Housing Authority and Travis County Housing Finance Corporation for affordable housing programs in the unincorporated areas of the county;
- ◆ Engagement of other municipalities in Travis County for future collaboration in the areas of community development and housing activities.

Consortium Member Cities

At this time, Travis County's jurisdiction does not include consortium member cities.

Public Engagement

Travis County implements a citizen participation process based upon 24 CFR Part 91.105 and the Citizen Participation Plan (CPP) approved by Travis County Commissioners Court on April 11, 2006. The approved CPP identifies the strategies and structure to fully engage the community.

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Development of the PY 2008 Action Plan

Travis County held a total of seven public hearings to provide input and comments on the proposed usage of PY08 funding as documented in the PY08 Action Plan. During the months of February and March, 2008 the County held five public hearings specifically to solicit input for the use of CDBG funds. In addition, during the months of June and July, Travis County held two public hearings and a 30-day public comment period to solicit final comment on the proposed uses of CDBG funds. For a detailed version of the public participation activities and comments received please refer to the PY08 Action Plan.

PY 2007 CAPER

During the week of November 10, 2008, Travis County published a Public Notice announcing the availability of the PY 2007 CAPER, the public comment period and the public hearing at Travis County Commissioners Court. The notice appeared in several area newspapers that target the unincorporated areas of Travis County. A copy of the notice may be found in *Appendix A* in English (Attachment A) and Spanish (Attachment B).

Travis County HHS/VS drafted the CAPER and presented it to the Travis County Commissioners Court on November 18, 2008. After presentation to Travis County Commissioners Court, the CAPER will be posted for public review and written comment prior to approval by the Travis County Commissioners Court.

The comment period will commence November 19, 2008, and end December 12, 2008. Additionally, a public hearing will be held at Travis County Commissioners Court on December 2, 2008. Comments on the CAPER may be received in writing via email or postal mail to the Travis County Health and Human Services & Veterans Service CDBG staff or verbally at the public hearing. The final CAPER will be posted on the Travis County website (www.co.travis.tx.us). Copies of the full document will be available for review at the seven Travis County Community Centers.

Summary of Citizen Comments on the CAPER

[Comments to be added after the public comment period]

Evaluation of the CDBG Program

Evaluation of Overall Performance

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The Travis County CDBG Program has come a long way since its inception in October 2006, developing the systems that support the management of the grant and compliance with HUD regulations. Although no funds were spent during the first program year, during its second year, funds have been spent in four of the six projects. The CDBG office will continue to establish the necessary systems in place to ensure program effectiveness.

It's important to note that the CDBG office has had to cope with factors that initially delayed the program implementation. Due to an erroneous funding amount provided by HUD in 2006, the Consolidated Plan was disallowed, requiring a redirection of strategic plans and a substantial amendment to the Consolidated Plan and the PY 2006 Action Plan. The execution of the original grant agreement with HUD was delayed four months. The program continues to feel the impact of the delay especially in the area of timeliness of spending.

Strengths

Over the course of its first two program years, Travis County has gained significant knowledge and experience in the administration of the CDBG program, investing much time in the development of systems for CDBG processes, the collaboration of numerous county departments, and the application of federal regulations. Additionally, staff has sought out training opportunities to increase knowledge of the CDBG staff and staff within County departments. Specifically, the staff attended training on Basically CDBG, environmental review, CDBG cross cutting issues, Managing Federal Grants for Cooperatives and Recipients and the 2008 National Association of County Community and Economic Development – among others. Staff has determined that training, networking and having an excellent understanding of terminology and internal systems strengthen the implementation of projects.

During the program year, two key positions were filled. The first was the Planner position within the CDBG Office. The addition of this staff person in November 2007 has provided the opportunity to improve documents, systems, and ensure completion of the required CDBG related work. The second position filled was that of the Analyst in the Auditor's Office. This position provided the capacity to further support the fiscal compliance and sub-recipient monitoring for CDBG.

Additionally, each County Department involved with CDBG projects is extremely cooperative in communicating status of projects, issues, challenges and resolutions to problems. This level of cooperation allows compliance to be more easily achieved.

Challenges

Project selection and foundation building to support contracted services has proven to be the key barriers to implementing projects and to spending funds timely. With regard to project selection, choosing infrastructure and land acquisition projects were more difficult to implement than anticipated for different reasons. Infrastructure projects take up to 36 months

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to expend funding. Due to the expensive nature of the infrastructure projects, tying up large amounts of funding for 36 months proves a challenge for achieving timeliness. Land acquisition, on the other hand, can expend large amounts of funding quickly, but the regulations surrounding this type of activity are complicated and take time to learn.

Foundation building is also a key challenge due to the time it takes to understand regulations, build CDBG knowledge within the County, and develop the contracts and other legal documents to support activities. CDBG comes with a reputation of being complicated and cumbersome; therefore, county staff involved with the program is more cautious before approving items and moving forward with expenditure of funds.

These challenges in addition to the 4 month delay have made it difficult to spend money in a timely way. In hindsight, staff would have provided a variety of high priority categories that allowed for projects which expend funds quickly through County Departments along with more phased implementation of infrastructure projects and the use of experienced consultants to manage the projects.

Goals for Improvement

Staff has identified the following goals for improvement:

1. Continue to look for training opportunities to support knowledge gain to increase grant management skills and CDBG knowledge for County staff.
2. Use consultants to improve project performance with limited CDBG staff expertise or time.
3. Increase knowledge of internal Travis County systems to find the most quick and efficient way to implement projects.
4. Fund infrastructure projects in manageable pieces.
5. Fund projects that can be completed within 12-18 months.

Travis County

Section II: Housing and Services for the Homeless

**Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2007:
October 1, 2007 – September 30, 2008**

-Prepared by Travis County Health & Human Services & Veterans Service

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CDBG Housing Investments

Travis County did not complete any housing units during the reporting period. The CDBG land acquisition project will purchase land for affordable housing development with housing units anticipated on the property on or before 2011. Refer to the Project Update section of this report to learn more about the specifics of the project.

The following figure – a table required by HUD - identifies the priorities assigned to the housing activities for renters or owners and the populations the County anticipates targeting during the Consolidated Plan period. While priorities and goals have been assigned to housing needs, these represent estimates based on available data. The specific type and level of need in the community is not completely known at this time.

Figure 13: Summary of Housing Priority Needs for 2006-2010 and PY 2007 Accomplishments

Housing Priority Needs and Accomplishments Summary			
Priority Housing Needs (Households)	5 Year Goals	PY 2006 Numbers	PY 2007 Numbers
Renter	Small Related	2	0
		1	0
		2	0
	Large Related	0	0
		1	0
		1	0
	Elderly	1	0
		0	0
		0	0
	All Other	1	0
1		0	
2		0	
Owner	20	0	
	15	0	
	31	0	
Special Needs	N/A	N/A	N/A
Total Goals	68	0	0

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Overview of Housing Services supported by Travis County

In addition to CDBG, Travis County addressed the housing needs of its residents on PY07 through diverse strategies that included the support of homeless and emergency shelters; transitional, public, assisted, and rental housing; first-time homebuyer programs and owner-occupied assistance programs. These services were either directly delivered by County departments, affiliate entities or by contracted not-for-profit agencies.

Travis County HHS/VS Housing Services

The Travis County Housing Services performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. Funding for services comes from the Texas Department of Housing and Community Affairs, the City of Austin and the Travis County General Fund. In the reporting period, a total of 503 county residents received energy saving and emergency repair assistance. The assistance was distributed in the following manner:

- ◆ 115 low-income homeowners and renters were helped meet energy savings through the state-funded Low Income Home Energy Assistance Program (LIHEAP) and a state-funded grant from the Department of Labor.
- ◆ 160 very-low and extremely low-income consumers were assisted through the state-funded Comprehensive Energy Assistance Program (CEAP), which replaces or repairs energy using devices such as refrigerators, air conditions and heating systems. This activity aims to improve energy efficiency and reduce heating and cooling costs.
- ◆ 128 low-income families were helped with energy saving weatherization.
- ◆ 100 individuals received emergency assistance in the form of access ramps and equipment, limited septic system assistance, or gas, heating, and electrical assistance.

Travis County HHS/VS Family Support Services Division

The Family Support Services (FSS) Division provides rent and mortgage assistance for 30 day housing stabilization as well as utility assistance. Funding for services comes from the Travis County General Fund, the Federal Emergency Management Agency (FEMA), Comprehensive Energy Assistance Program and a variety of local electric and gas utility providers. The services provided by the FSS division are reported under the Homelessness Prevention section of this report.

Other Travis County HHS/VS Divisions

Other HHS/VS Divisions provide emergency rent or utility assistance on a smaller scale than FSS. These dollars are usually a part of a comprehensive case management program with strategic use of funds for families in need.

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Travis County Housing Finance Corporation

Through the Travis County Housing Finance Corporation (TCHFC), Travis County is engaged in a number of efforts to foster and maintain affordable housing. The Corporation provides single-family home ownership opportunities, including down payment assistance to first-time homebuyers who meet certain income requirements. In addition, the Corporation issues tax-exempt bonds to finance the construction or acquisition of multi-family apartments that must provide rental units to certain low and moderate-income families. During the reporting period:

- ♦ 17 first-time homebuyers received forgivable loans to purchase homes outside the City of Austin. Loans were made to homebuyers whose incomes were either below 80% or 60% of the Austin area median family income. The loans were in the amount of either \$10,000 or \$8,325 and were forgivable over 5 or 10 years. It is estimated that half of the loans were for homes in the unincorporated areas of Travis County.
- ♦ Approximately 100 families who purchased a home in Travis County received 30-year fixed rate mortgages and a 4% down payment grant. In December 2008, the Corporation will complete a \$15.5 million program that began in June 2007.
- ♦ Approximately 350 families received information about programs in Central Texas to assist them in purchasing a home and 30 families received home buyer education classes.

The Housing Authority of Travis County

The Housing Authority of Travis County (HATC) manages three public housing sites, a Section 8 Housing Choice Voucher Program, three Shelter Plus Care Projects and a Lease-Purchase program.

The public housing sites have a total of 105 housing units while the Shelter Plus Care projects provides rental assistance for homeless people with chronic disabilities in the Austin-Travis County area. The program utilizes integrated rental housing and flexible and intensive support services to promote community tenure and independence. These Public Housing and Shelter Plus sites are all located in the incorporated areas of the county.

In the unincorporated areas, HATC administers the Section 8 Housing Choice Voucher Program, assisting very low income, disabled and elderly families or individuals. HATC also operates a Lease-Purchase program, to provide homeownership opportunities for prospective homebuyers who can afford monthly mortgage payments, but do not have funds for a down payment and/or closing costs or the credit standing to qualify for a loan.

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Barriers to Affordable Housing

Many factors impact affordability of the housing stock in the unincorporated areas of Travis County. The high cost of living and the demand for land and housing create a lack of affordable housing for very low- and low-income households. Outlined below are the barriers to affordable housing identified through the 2006-2010 Consolidated Plan's needs assessment, housing market analysis, provider forum and surveys, consultations and public hearings.

Lack of Funding for Affordable Housing

Travis County's Housing Finance Corporation currently has funding and programs in place to increase affordable home ownership through first-time homebuyers down payment assistance and bond programs. While this funding creates opportunities to increase housing affordability, poor credit scores and other factors make it difficult for low to moderate-income families to qualify for mortgage loans.

The majority of Travis County residents with a housing cost burden are renters. Not enough funding exists to subsidize renters to make rents more affordable.

High Cost of Housing, Land and Infrastructure

The high cost of housing, land and infrastructure makes homeownership and rents unaffordable to many of Travis County's low-income families. For residents with low- to moderate-income, the availability of homes at affordable prices is dwindling. The execution of the land acquisition project will assist in addressing this barrier.

Building Codes, Zoning Provisions, Growth Restrictions and Fees

At this time, Travis County does not have any building codes, zoning provisions or growth restrictions in the unincorporated areas. This is largely a function of state statutes that place significant limits on the authority of counties to regulate or restrict development. While less restrictions, codes and provisions initially increase affordable development, it also increases the likelihood for substandard housing and other unsuitable living conditions throughout the unincorporated areas. The Travis County Commissioners Court is currently exploring ways the county can expand its land use authority in the unincorporated areas.

Environmental Regulations

Several state and federal regulations exist to protect the environment including the Endangered Species Act, the National Pollutant Discharge Elimination System and the Wetland regulations. Texas rules include regulation for the installation of septic systems and

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for development over the Edwards Aquifer. These regulations may increase costs for development, affecting affordability. When possible, land identified for purchase will target areas where environmental costs will not substantially increase the cost of housing.

Addressing Barriers to Affordable Housing

Refer to previous section to see Travis County's investments in promoting affordable housing.

Impediments to Fair Housing Choice

HUD has a commitment to eliminate racial and ethnic segregation, physical and other barriers to persons with disabilities, and other discriminatory practices in the provision of housing. HUD extends the responsibility of affirmatively furthering fair housing to local jurisdictions through a variety of regulations and program requirements.

As an entitlement county receiving CDBG funds from HUD, Travis County must fulfill its fair housing responsibilities by developing an analysis of impediments to fair housing choice and by taking actions to overcome the identified impediments. Given the County's limited history administering the grant (two program years), the complexities of conducting a thorough analysis, and the limited staff resources, the CDBG office of Travis County developed a preliminary analysis to lay the ground for a more comprehensive analysis to be conducted by a consultant in the program year 2008. Part of the funds requested for CDBG Program Year 2008 administrative expenses will fund the study.

The preliminary analysis highlights the impediments identified by the City of Austin in the analysis they published in February, 2005. Since much of the analysis conducted by the city, used county data, the impediments can be expected to hold in other areas of the county including non-incorporated areas. The identified impediments are the following:

- Lack of accessible housing to meet the need of the disabled community throughout the county
- Lack of affordable housing
- Discrimination of minorities in housing rental and sales market
- Misconception by property managers concerning family occupancy standards
- Predatory lending practices
- Disparity in lending practices
- Failure of mortgage lenders to offer products and services to very low-income and minority census tracts people
- Insufficient financial literacy education
- Insufficient income to afford housing

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The analysis of impediments that will be conducted with funds from the PY08 Action Plan, will reveal to what extent the impediments mentioned are applicable to the county as a whole as well as any other impediments that might be unique to the unincorporated areas. The analysis will also design an action plan to address those impediments.

During the PY 2007, Travis County addressed fair housing issues identified in a variety of ways:

- The CDBG webpage on the Travis County website now has a page focused solely on fair housing and referrals to report fair housing violations.
www.co.travis.tx.us/health_human_services/CDBG/FairHousing/fair_housing.asp
- CDBG investments were made aiming to increase affordable owner housing.
- CDBG and General Fund investments were made in basic needs and case management which can address issues such as financial literacy, underemployment, and access to federal benefits. All of these areas can help residents with both opportunities to increase their income and increase their access to housing.
- Funding of social services from the Austin Tenant's Council (ATC) and Texas Rio Grande Legal Aid, Inc. ATC provides information about housing rights and advocacy to protect the housing rights of low income and minority residents of Travis County. Texas Rio Grande Legal Aid, Inc. provides legal assistance to obtain or preserve safe, decent and affordable housing for clients facing eviction and/or homelessness. During the reporting period, Travis County invested \$189,159 in these two organizations which served 4,717 clients.
- The Family Support Services Division, which operates within HHS/VS, addressed issues of possible fair housing discrimination by referring clients to these organizations.

In spite of these efforts, the County needs to develop a comprehensive action plan to identify and address all of the impediments. The Analysis of Impediments study will allow the County to target efforts to reduce discrimination and barriers to affordable housing through advocacy, policy change and strategic investments.

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Homeless**Planning Efforts to End Homelessness**

Travis County is a member of the Ending Community Homelessness (ECHO) Coalition. The overall role of ECHO is to identify specific strategies and oversee ongoing planning and implementation of a plan to end chronic homelessness in Austin and Travis County. The ECHO Coalition is comprised of four subcommittees: Planning & Evaluation, Prevention, Exiting, and Systemic Issues. Regular monthly meetings for each subcommittee are held, and plenary meetings for all ECHO members are held quarterly.

Travis County CDBG staff joined ECHO's Planning and Evaluation Committee during PY07 and participated in the Independent Review Team that reviews and rank HUD Continuum of Care (CoC) applications and provides feedback to contracting agencies. Additionally, the expansion of the FSS Social Work project has provided an opportunity to learn about pockets of homelessness in the unincorporated areas of the county. Staff is forwarding information on the areas for inclusion in the annual count planned in January 29, 2009. CDBG staff will continue to participate in this coalition through committee work.

Homeless Services

During the 2007 program year, Travis County did not target the use of CDBG funds toward homeless efforts. However, Travis County invested \$309,941.67 in general fund dollars in contracts with social service providers targeting the homeless in conjunction with the Austin/Travis County ESG grant administration and the Austin/Travis County Plan to End Chronic Homelessness. Services provided include:

- ◆ 966 unduplicated clients received case management
- ◆ 18 unduplicated clients received supportive housing
- ◆ 4,234 adult and children received shelter
- ◆ 149 adult and children were placed in transitional housing
- ◆ 108,429 bed/nights were offered for emergency shelter.

Homelessness Prevention

A variety of homelessness prevention efforts are made through the Travis County General Fund and other grant sources. HHS/VS invests in directly through its Family Support Services Division (FSS) to address housing stability issues including rent, mortgage and utility assistance. During the reporting period, FSS provided over \$ 1,607,361 of General Fund and grant assistance dollars to:

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- ◆ 5,192 individuals with emergency rent/mortgage payments to stabilize housing for 30 days
- ◆ 10,544 individuals with utilities to resolve an energy crisis and maintain housing.

HHS/VS invests additional dollars through social service contracts focusing on housing stability.

HUD Continuum of CARE (Homeless SuperNOFA)

Austin/Travis County receives approximately \$3.7 million per year in HUD Continuum of Care (CoC) funding. This funding is provided for homeless assistance and has been static for several years due to no additional SuperNOFA funds awarded to the CoC.

HOME/ American Dream Down Payment Initiative (ADDI)

Travis County does not receive HOME or ADDI funds at this time.

Emergency Shelter Grant

Travis County does not receive Emergency Shelter Grant funds at this time.

Addressing "Worst Case" Housing Needs

Addressing the housing needs of persons with disabilities and households who live at or below 50% of the Median Family Income (MFI) is critical to ensuring a viable community. HUD defines households with worst case needs as unassisted renters with incomes below 50% of the local area median income who pay more than half of their income for housing or live in severely substandard housing.

CDBG Efforts

The expansion of the FSS Social Work program this year provided data to demonstrate the housing needs. Twelve out of 17 households served thus far, identified having a housing problem. The land acquisition project funded with CDBG dollars will purchase land for affordable housing development for very- low income (30% MFI) and low-income (50% MFI) families. Housing units will be built on the property on or before 2011.

Travis County Efforts

The County addresses worst case housing needs in a variety of ways including targeted investments to low income persons. Additionally, Travis County Housing Services performs

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weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. As pointed out in an earlier section of this report, during the PY07, a total of 503 county residents received energy saving and emergency repair assistance.

Travis County

Section III: Non- Housing Community Development and Other Actions

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2007:
October 1, 2007 – September 30, 2008

-Prepared by Travis County Health & Human Services & Veterans Service

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Non-Housing Community Development Investments

Non-Housing Community Development projects include infrastructure, public facilities and public service projects. Out of these three categories Travis County identified infrastructure and public services in their priorities for the 2006-2010 period. Within infrastructure, water and wastewater projects and street improvement projects were prioritized. For public services, youth services and "Other Public Service Needs" were prioritized. Other public service needs encompasses most public services except youth services, senior services, employment training, child care services, transportation services, substance abuse services, health services and lead hazard screening

Figure 14: Community Development Priorities Identified for the 2006-2010 Consolidated Plan and PY06 and PY07

Area of Priority	Priority Need Level for the 2006 - 2010 period	Projects for PY 2006	Dollars to Address Needs*	Dollars Spent in PY 2006	Dollars Spent in PY 2007
Infrastructure					
Water/Sewer Improvements	High	✓	\$2,500,000	\$ 0	\$72,297.55
Street Improvements	High	✓	\$1,500,000	\$ 0	\$ 0
Public Service Needs					
Youth Services	High	✓	\$250,000	Funds were Relocated	NA
Other Public Service Needs	High	✓	\$500,000	\$ 0	\$27,010.28

* "Dollars to Address Needs" refers to how many dollars it would take to make the problem "go away." This concept is part of a table that is required by HUD. The numbers listed in this table are vague estimates made in 2006 that do not necessarily represent actual figures.

During the past two years, CDBG dollars in Community Development have been allocated to support the improvement of a water delivery system, the improvement of substandard roads and the planning of water and wastewater projects. Refer to the figure below for a summary of CDBG investments in community development for 2006-2008.

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Figure 15: Overview of Travis County CDBG Investment in Community Development

Table 2B: Community Development Needs/Projects		
Community Development Needs/Projects	Priority Need Level	Budgeted in PY06 & PY07
INFRASTRUCTURE		
Water Improvements PY06	High	\$ 200,000
Street Improvements PY 06	High	\$ 388,659
Street Improvements PY 07	High	\$ 500,000
	Total Infrastructure	\$1,088,659
PUBLIC SERVICE		
Other Public Service Needs PY 07	High	\$ 64,000
	Total Public Service	\$ 64,000
ECONOMIC DEVELOPMENT		
	Low	\$ 0
PUBLIC FACILITY		
	Medium and Low	\$ 0
PLANNING		
Water/Wastewater Improvement Planning PY 07	Not applicable	\$ 88,727
	Total Planning	\$ 88,727
TOTAL CDBG Dollars Invested in Community Development:		\$1,241,386

In addition to CDBG projects, the County's infrastructure department, Transportation and Natural Resources, conducts community development activities in the form of public parks, bridge and drainage projects, storm water management, road maintenance, onsite sewage facilities, transportation planning, and various other projects, totaling approximately \$74,125,080 in PY 2007.

Water and Wasterwater Needs

Water and wastewater needs have been a recurring need brought up during the last three years in the CDBG public hearings held. As result of lowering water tables as well as the development occurring in the South and East areas of the County, families are experiencing a shortage of water in their wells. Some families have to truck in water, while others go without

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this needed resource. The public infrastructure needed to resolve neighborhoods' access to water is costly and requires strategic planning and the creation of partnerships.

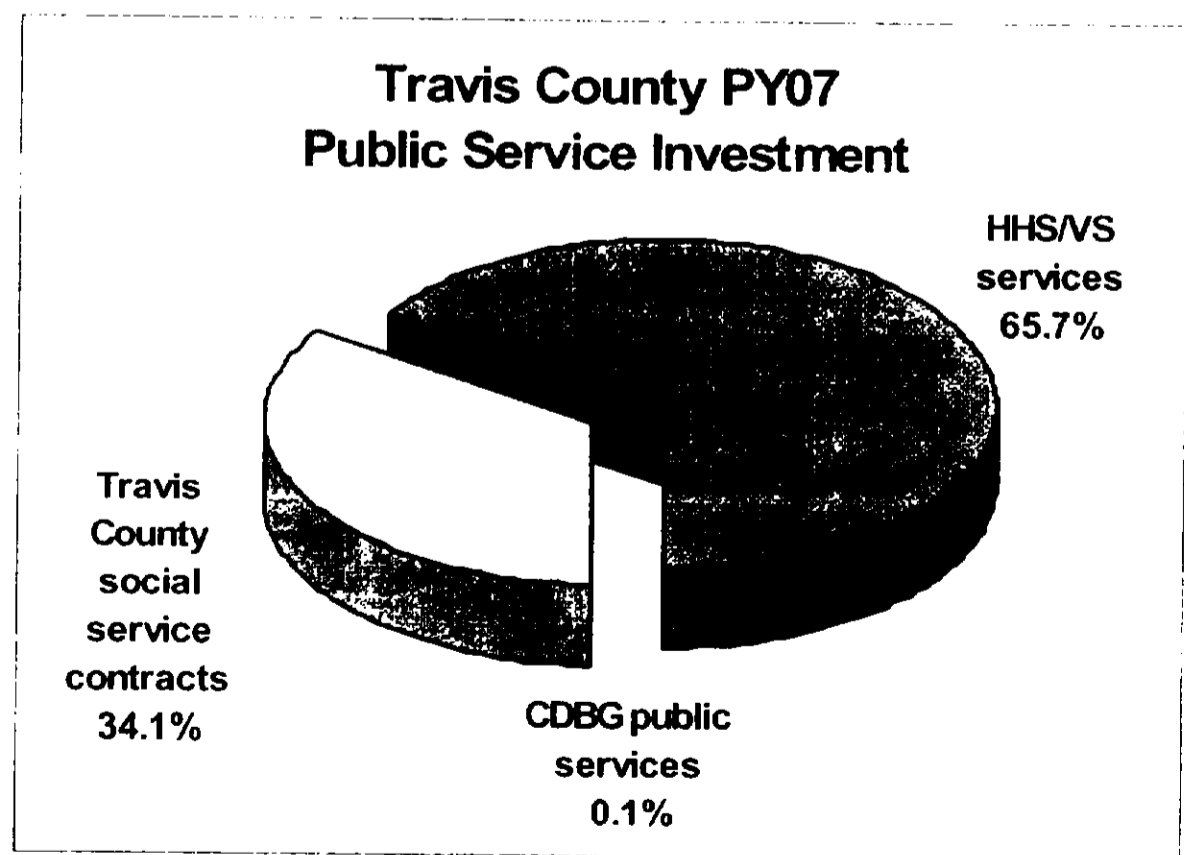
During the reporting period, CDBG funded a water/wastewater study of the neighborhoods that have self-identified a need. When completed, the study will provide the County objective and organized data to determine next steps. The planning will also assist in the development of opportunities to leverage funds with public and private dollars to address identified needs.

Anti-Poverty Strategy

Travis County's lead agency for administering CDBG funds is the Health and Human Services & Veterans Service Department, whose mission is "to work in partnership with the community to promote full development of individual, family, neighborhood, and community potential." The vision of HHS/VS is "optimizing self-sufficiency for families and individuals in safe and healthy communities." Both the mission and vision of HHS/VS are essentially aimed at preventing and ameliorating conditions of poverty in the County.

Travis County operates a number of anti-poverty programs that assist individuals and families on multiple fronts in transitioning from crisis to self-sufficiency. The County carries out its anti-poverty programs both through the direct delivery of services managed by the Health and Human Service and Veteran Service Department and by purchasing services from private and not-for-profit agencies in the community. In addition to the provision of direct services, Travis County continually assesses the poverty and basic needs of county residents, works with stakeholders in facilitating anti-poverty efforts, and supports public policy initiatives that prevent and ameliorate conditions of poverty.

HHS/VS contracts annually with over 40 non-profits in the form of social service contracts. During the 2007 program year \$8,115,640 was spent through social service contracts. In addition, during the 2007 program year the Health and Human Services & Veterans Service Department (HHS/VS) provided \$15,626,002 in direct public services. The following figure compares the percentages of Travis County public service investments in PY07 broken down by those contracted out, the CDBG investments and the direct investments delivered by HHS/VS.



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HHS/VS began to develop a formal anti-poverty strategy during the 2006 program year. A committee made up of HHS/VS employees from across different divisions met to discuss the development of an anti-poverty strategy led by CDBG staff. In PY08 work will continue to further the development of an official anti-poverty strategy.

CDBG is funding an expansion of a social service program in the unincorporated areas. Through this program, many clients have manifested multiple needs related to housing, health, income and lack of basic services. Housing needs seems of particular importance with more than half of the clients served who have identified, as a major concern, the lack of affordable housing, or the lack of income to maintain a home. In addition, more than half of the clients served have identified a lack of basic services nearby as a major obstacle, more so recently with the rising fuel costs. Additionally, 23% of the households served have been involved with Adult Protective or Child Protective Services during service provision demonstrating the level of case management need and level of intensity of the cases.

The needs of the residents in the unincorporated areas have not been studied and quantified as much as those that live within the city limits. The work of the social services program will continue to identify those needs and will serve as a starting point for a more thorough needs assessment to be conducted during the development of the next CDBG Consolidated Plan.

Non-Homeless Special Needs

HUD identifies non-homeless special needs populations as elderly, frail elderly, those with severe mental illness, the developmentally disabled, the physically disabled, persons with alcohol and other drug addictions, victims of domestic violence, and persons living with HIV/AIDS. Over the five-year strategic direction of the 2006-2010 Consolidated Plan, no specific goals for CDBG are targeted to address non-homeless special needs.

Travis County's HHS/VS provides services to special needs populations through direct services as well as social service contracts and inter-local agreements with other governmental organizations. Travis County HHS/VS invests in different programs to address public health, substance abuse, indigent health, and mental health needs.

Services for Elderly & Frail Elderly

Travis County funded \$169,871.87 dollars worth of services to the elderly and frail elderly through social service contract investments during the reporting period. Services provided include in-home care services, bill payer services, meals, and case management. In-home services include assistance with personal hygiene tasks as well as housekeeping while bill payer services include assistance with finances and money management. There were:

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- ♦ 4,414 unduplicated clients served
- ♦ 571,134 prepared meals provided
- ♦ 827 unduplicated clients provided case management
- ♦ 136 individuals provided in-home services

Services for Persons with Physical Disabilities or Developmental Delays

During the reporting period, Travis County funded \$275,690 dollars worth of services for persons with physical disabilities and developmental delays through social service contract investments. Services centered around employment and job-readiness, case management, early childhood intervention, basic needs assistance, and social/recreational opportunities. A total of 588 unduplicated children and adults were served during the reporting period.

Services for Victims of Domestic Violence

Travis County funded \$291,365.78 dollars worth of services for persons experiencing abuse, neglect, domestic violence, and sexual assault through social service contract investments in the 2008 Fiscal Year. Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. Approximately 36,853 days of shelter and 942 unduplicated adults and children received services during the reporting period.

Services for Persons Living with HIV/AIDS

In FY08, Travis County funded \$401,961 dollars worth of services for persons living with HIV/AIDS (PLWA) through social service contract investments. Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. A total of 2,738 persons received services including case management, primary medical care retention, client advocacy, medication adherence assistance, food bank assistance, nutritional counseling, home health, prevention, and support groups. Additionally, Travis County provided other services through health and public health inter-local agreements.

Lead-Based Paint

During PY 2007, Travis County did not engage in any projects requiring the identification or remediation of lead-based paint. Prior to contracting for the owner occupied rehabilitation program planned for PY08, the County will develop procedures to comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September, 1999. The procedures will include notification, identification, and treatment, if necessary.

HHS/VS Housing Services Division, which receives funds through State grant funds and the Travis County General Fund, provides limited lead-based paint remediation on houses built before 1978 where small holes in the wall or similar acts that could cause additional possible lead exposure are made.

DRAFT - Travis County Program Year 2007 CAPER

Specific HOPWA Objectives

Travis County does not receive HOPWA funds at this time.

Travis County

Appendix A: Public Engagement

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2007:
October 1, 2007 – September 30, 2008

-Prepared by Travis County Health & Human Services & Veterans Service

DRAFT - Travis County Program Year 2007 CAPER

Attachment A



**Notice of Public Comment Period for the Draft of Travis County's
Community Development Block Grant Program Year 2007
Consolidated Annual Performance and Evaluation Report**

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG) Program, Travis County is making available to the public the draft of its 2007 annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1st, 2007 to September 30th, 2008, and describes progress made in carrying out the CDBG projects. This report will be submitted to HUD to meet federal requirements.

The draft of the report will be available for public comment period beginning at 8:00 a.m. November 19, 2008, and ending December 5, 2008 at 12 p.m. The draft of the CAPER is available for review beginning November 19, 2008, on Travis County's website at www.co.travis.tx.us and at the following locations:

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

A Public Hearing will also be held to receive comments at

Location:	Date & Time:
Travis County Granger Building	Tuesday,
Commissioners Courtroom	December 2, 2008 at 9:00 AM
314 W. 11th St, Austin	

Comments may be received in writing via mail or e-mail to:

CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767 or christy.moffett@co.travis.tx.us

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

DRAFT - Travis County Program Year 2007 CAPER

Attachment B (Advertisement in Spanish)



AVISO PÚBLICO

**SOLICITUD DE COMENTARIOS SOBRE EL BORRADOR DEL
INFORME ANUAL CONSOLIDADO DE DESEMPEÑO Y EVALUACIÓN DEL
PROGRAMA DE SUBSIDIO EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG)
DEL CONDADO DE TRAVIS PARA EL AÑO PROGRAMÁTICO 2007**

Como parte del proceso continuo de participación ciudadana dirigido por el Condado de Travis en relación al Programa de Subsidio en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en inglés), el Condado de Travis pone a la disponibilidad de todo el público, un borrador del Informe Anual Consolidado del Desempeño y Evaluación (CAPER) del programa CDBG.

El informe de desempeño cubre el período del 1º de Octubre de 2007 al 30 de Septiembre de 2008, y describe el alcance de las metas establecidas en el Plan de Acción Anual del año programático 2007. Conforme a lo establecido por los requisitos federales del programa CDBG, el informe será presentado ante el Departamento de Vivienda y Desarrollo Urbano de EE.UU.

El período de comentarios públicos comienza a las 8:00 a.m. el 19 de noviembre de 2008 y termina a las 5: 00 p.m. el 12 de diciembre de 2008. A partir del 19 de noviembre de 2008, el borrador del informe estará disponible al público en la página web del Condado de Travis www.co.travis.tx.us y en los siguientes Centros Comunitarios:

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

Se realizará una audiencia pública para recibir comentarios:

Lugar:

Travis County Granger Building
Commissioners Courtroom
314 W. 11th St, Austin

Fecha & Hora:

Martes, 2 de diciembre de 2008 a las 9:00 AM

También se recibirán comentarios por escrito a:

La dirección CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767 o
Al correo electrónico de Chrity Moffet: christy.moffett@co.travis.tx.us

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. A solicitud de los interesados, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. De necesitar ayuda, favor llamar 854-3460.

DRAFT - Travis County Program Year 2007 CAPER

Attachment C

Reserved for the Public Comments received on the PY 2007 CAPER

[Full text of all comments will be added after the conclusion of the public comment period]

Travis County

Appendix B: Financial Summary in IDIS vs. HTE

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2006
October 1, 2006 – September 30, 2007

-Prepared by Travis County Health & Human Services &

Veterans Service

DRAFT - Travis County Program Year 2007 CAPER

Financial Summary in IDIS vs. HTE

CDBG’s financial summary for PY07 reflects different levels of expenditures depending on whether one looks at the reports from HUD’s financial management system (IDIS) or the County’s system (HTE). Due to year end close out processes at the County, additional monies were spent in the program year, but were not reflected in IDIS. This has to do with the manner in which the systems differ in the close out processes. The table below summarizes the expenditures made during the program year according to both financial management systems.

Figure 8: CDBG PY07 Summary Financial

Financial Summary	Report from IDIS	Report from HTE
Carryover from PY06	\$ 838,659	\$ 838,659
PY07 CDBG Entitlement Grant	\$ 848,245	\$ 848,245
Total CDBG Funds Available for PY07	\$1,686,904	\$1,686,904
PY07 Funds Committed	\$1,686,904	\$1,686,904
PY07 Funds Expended	\$144,014.54	\$291,846.75
Carryover to PY08	\$1,537,889.46	\$1,395,057
HUD Timeliness Ratio	1.81	1.64

DRAFT - Travis County Program Year 2007 CAPER**Expenditures per Project**

Figure 9 summarizes the budgeted and the expended funds in for each of the projects according to both financial management systems.

Figure 9: Summary of PY07 Expenditures by Project

Project	Budgeted Funding	Expended as of 09/30/08 IDIS	Expended as of 09/30/08 HTE
7. Owner Housing: Production of New Units	PY06: \$250,000	\$0	\$0
	PY07: \$195,518		
8. Street Improvements	PY06: \$300,000	\$0	\$ 40,881
	PY07: \$500,000		
9. Public Services, Other	PY07: \$64,000	\$21,914.62	\$31,697
10. Water/Sewer Improvements	PY06: \$200,000	\$72,000	\$170,791.59
11. Planning	PY06 \$88,727	\$37,156.99	\$48,475.72
12. Road Improvement Design*	PY06: \$83,659	\$0	\$0
Total	\$1,681,904	\$144,014.54	\$291,846.75

* Funds were allocated to this project through substantial amendment in August 2008.

DRAFT - Travis County Program Year 2007 CAPER

Travis County

Appendix C: IDIS Reports

**Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2006
October 1, 2006 – September 30, 2007**

-Prepared by Travis County Health & Human Services & Veterans Service

DRAFT - Travis County Program Year 2007 CAPER

IDIS reports are currently being formatted to fit this document. They will be available on November 18, 2008.

BUDGET AMENDMENTS AND TRANSFERS FY 2009

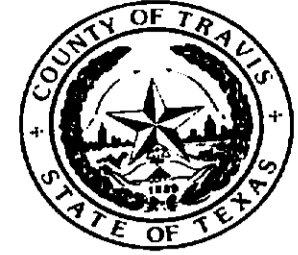
RECEIVED
COUNTY CLERK'S OFFICE
08 NOV 12 ~~11/18/2008~~

AMENDMENTS

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	001	9800	981	9892	Reserves	Allocated Reserves		\$ 25,000	1
	001	4905	621	7501	TNR	Admin. Costs	\$ 25,000		
A2	001	9800	981	9891	Reserves	CAR Reserves		\$ 28,000	3
	001	1415	821	5004	Facilities	Reprs-Bldg Struct	\$ 28,000		
A3	050	9800	981	9892	Reserves	Fund 050 Allocated Reserves		\$ 4,280	5
	050	5715	536	6103	Rec. Mngt	Rent-Office Equip	\$ 4,280		
A4	048	4945	981	9892	TNR	Fund 048 Allocated Reserves		\$ 3,525	7
	048	4945	631	6099	TNR	Other Purch Srvc.	\$ 3,525		

GRANT REVENUE AMENDMENTS

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
GR1	615	5832	327	1010	HHS	Fed. Grant Revenue		\$83,659	9
	615	4931	328	1010	TNR	Fed. Grant Revenue	\$83,659		




**PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS**

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Director 

DATE: November 10, 2008

SUBJECT: TNR Budget Adjustment – Envision Central Texas

TNR is requesting \$25,000 from the General Fund Allocated Reserves for Envision Central Texas. The Commissioners Court approved extending the Envision Central Texas contract on October 28, 2008 (Agenda Item #31). However, the funding source was not noted in the Court's action. As a brief history, the Commissioners Court has transferred \$25,000 from the Allocated Reserve to TNR every year since FY 05 for Envision Central Texas. PBO concurs with this budget adjustment request. Please let me know if you have any questions.

cc: Joe Gieselman (TNR)
Sheryl Holder (TNR)
Cynthia McDonald (TNR)
Leroy Nellis (PBO)
Rodney Rhoades (PBO)

Budget Adjustment: 13806


Fyr _ Budget Type: 2009-Reg
PBO Category: Amendment
Just: Other

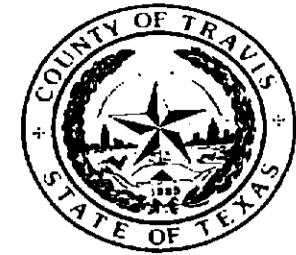
Author: 49 - MCDONALD, CYNTHIA
Court Date: Tuesday, Nov 18 2008
Trf funds from Allocated Reserve to TNR for Envision Central Texas for FY09, as approved by CC on 10/28/08.

Created: 10/30/2008 9:12:09 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			25,000
				25,000
To Account		Project		Amount
001-4905-621-7501	ADMINISTRATIVE COSTS			25,000
				25,000

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	10/30/2008 9:12:19 AM
DepOffice	49	CYNTHIA MCDONALD	10/30/2008 9:12:24 AM
DepOfficeTo	49	CYNTHIA MCDONALD	10/30/2008 9:12:26 AM

 11/12/08



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst

A handwritten signature in cursive script, appearing to read "D. Ramirez", is written over the printed name of Diana A. Ramirez.

DATE: November 10, 2008

RE: Technical Budget Correction

During the FY 09 budget process, Facilities Management Department submitted a late request asking to rebudget \$64,813 for the Heman Marion Sweatt Courthouse HVAC Phase 4 Project (funded from the Capital Acquisition Resources (CAR) Account). Since then, the amount needed to be rebudgeted has dropped to \$28,000. At the time, PBO accepted the request, however through an oversight, did not add the item to the list of items requested to be rebudgeted and taken to Commissioners Court for approval.

To correct this budgeting error, PBO recommends that \$28,000 be transferred from the CAR Reserve to the FMD CAR budget to allow the department to finish the project. The current balance of the CAR Reserve is \$2,937,298. Approval of this budget amendment will bring the total of the CAR Reserve to \$2,909,298.

cc: Roger El Khoury, Amy Draper, John Carr, FMD
Alicia Perez, Executive Manager, Administrative Operations
Jim Boyd, Lynn Harper, Admin Ops
Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO

Budget Adjustment: 13954

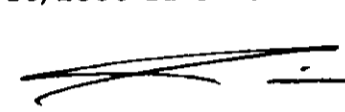
Fyr _ Budget Type: 2009-Reg
PBO Category: Amendment
Just: Other

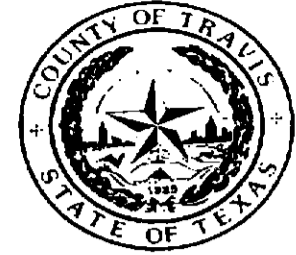
Author: 14 - DRAPER, AMY
Court Date: Tuesday, Nov 18 2008
Funds for Courthouse HVAC Ph 4 project rebudget

Created: 11/10/2008 11:31:23 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			28,000
				28,000
To Account		Project		Amount
001-1415-821-5004	REPRS-BLDG STRUCT & EQUIP			28,000
				28,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	11/10/2008 11:31:30 AM
DepOffice	14	AMY DRAPER	11/10/2008 11:31:31 AM
DepOfficeTo	14	AMY DRAPER	11/10/2008 11:31:32 AM

 11/12/08




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst 

DATE: November 10, 2008

RE: Request by Justice of the Peace, Pct. 5 to Upgrade Copy Machines

Justice of the Peace, Pct. 5 is requesting that the copiers in its office be upgraded to multi-function machines (e.g., copier, printer, scanner). The office has worked with Records Management (RMCR), the department charged with the centralized copier lease budget. This budget adjustment will establish a centralized lease budget for JP5 in the Justice Court Technology Fund.

The budget adjustment totals \$4,280 for the annual lease costs of the multi-function copy machines. The balance in the Allocated Reserve in the Justice Court Technology Fund is \$574,324. PBO concurs with this request.

cc: The Honorable Herb Evans, Justice of the Peace, Pct. 5
Gloria Aleman, Office Manager, JP5
Tom Ashburn, Cathy Dawkins, RMCR
Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO

Budget Adjustment: 13930


Fyr _ Budget Type: 2009-Reg
PBO Category: Amendment
Just: Newbudget

Author: 57 - ASHBURN, THOMAS
Court Date: Tuesday, Nov 18 2008
establish a copier rental budget for justice functions.

Created: 11/7/2008 8:10:40 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
050-9800-981-9892	ALLOCATED RESERVES			4,280
				4,280
To Account		Project		Amount
050-5715-536-6103	RENT - OFFICE EQUIPMENT			4,280
				4,280

Approvals	Dept	Approved By	Date Approved
Originator	57	THOMAS ASHBURN	11/7/2008 8:10:54 AM
DepOffice	57	THOMAS ASHBURN	11/7/2008 8:10:55 AM
DepOfficeTo	57	THOMAS ASHBURN	11/7/2008 8:10:57 AM

 11/12/08

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

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Export



Budget Adjustment: 13763

Fyr_ Budget Type: 2009-Reg

Author: 49 - LOPEZ, ISABELLE

Created 10/27/2008 11 20 32 AM

PBO Category Transfer

Court Date: Tuesday, Nov 18 2008

Dept TNR (TRANS & NATRL RESRC)

Just CommCodeRq

Transfer from Mary Quinlan reserve to operating line item required to fund grounds maintenance services for FY2009.

From Account	Acct Desc	Project	Proj Desc	Amount
048-4945-981-9892	ALLOCATED RESERVES			3,525
				3,525
To Account		Project		Amount
048-4945-631-6099	OTHER PURCHASED SERVICES	WPN011	Mary Quinlan Park	3,525
				3,525

Approvals	Dept	Approved By	Date Approved
Originator	49	ISABELLE LOPEZ	10/27/2008 11:20:59 AM
DepOffice	49	CYNTHIA MCDONALD	10/29/2008 9:35:57 AM

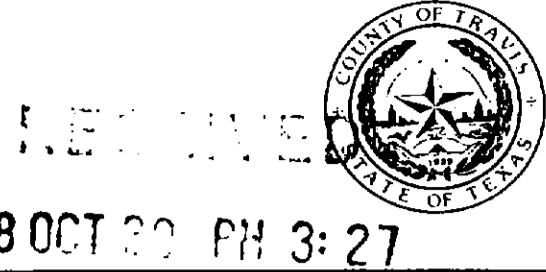
Page 1

PBO concurs.

11/14/08

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



411 West 13th Street
Executive Office Building, 11th Floor
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

October 27, 2008

MEMORANDUM

TO: Christian Smith, Executive Manager, Planning and Budget Office
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Place item on Commissioners' Court Agenda to transfer funds from the Mary Quinlan Park Allocated Reserve account number 048-4945-981-9892

Proposed Motion: Approve transfer of \$3,525.00 from the Mary Quinlan Park allocated reserve account 048-4945-981-9892 to an expense account within fund 048.

Background Fund Summary and Staff Recommendation: The Mary Quinlan Park fund was established in May 2001 as part of a Settlement and Access Agreement with Lake Austin Spa Investors, Ltd. and other parties. Part of the agreement requires Lake Austin Spa to make an annual payment of \$5,000 to Travis County for improvements and maintenance at Mary Quinlan Park. This year's payment has been received. We have a ground maintenance contract with Southwest Key Maintenance through March 31, 2009. The contract includes mowing, litter pickup, and restroom cleaning. The estimated cost of service for fiscal year 2009 is \$3,525.00.

Budgetary and Fiscal Impact: There is no fiscal impact to Travis County as this service is being funded 100% from the Mary Quinlan Park Fund.

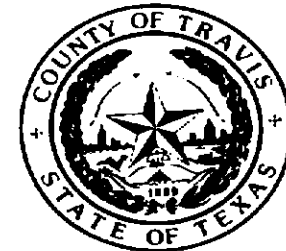
Issues and Opportunities: This service has been outsourced for the last several years and has enabled our park management to redirect resources to other parks within the system.

Required Authorizations: Planning and Budget.

Exhibits: A copy of the automated budget adjustment form for \$3,525.00 and copies of the settlement and access agreements.

IL:JPG:il

xc: Jessica Rio, Planning and Budget Office
Charles Bergh, TNR Parks
Robert Armistead, TNR Parks
Isabelle Lopez, TNR Financial Services



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

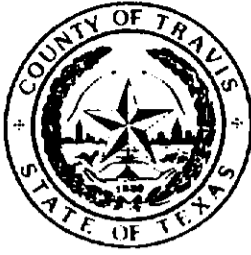
MEMORANDUM

TO: Commissioners Court
Travis R. Gatlin
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst
DATE: November 6, 2008
RE: Movement of CDBG Grant Revenue from HHS to TNR

Health and Human Services has submitted a request to transfer \$83,659 in revenue from the PY 06 Action Plan from HHS to Transportation and Natural Resources for a new TNR road improvement project for Lava Lane. The Commissioners Court previously approved the reprogramming of these CDBG funds on August 7, 2008. This is an administrative follow up action to assist in implementing the approved change. The expenditure budget has already been set up for the project.

PBO recommends approval of the request.

cc: Sherri Fleming, HHS
Kathleen Haas, HHS
Christy Moffett, HHS
DeDe Bell, County Auditor's Office
Janice Cohoon, County Auditor's Office
Joe Gieselman, TNR
Cynthia McDonald, TNR
Rodney Rhoades, PBO
Leroy Nellis, PBO
Jessica Rio, PBO



Travis County Health and Human Services and Veterans Service

CDBG Program
P.O. Box 1748
Austin, Texas 78767
PH (512) 854-4100 FAX (512) 854-4115
www.co.travis.tx.us

MEMO

To: Travis Gatlin
Planning and Budget Analyst, PBO

From: Christy Moffett, LMSW
Senior Planner, CDBG

Date: November 5, 2008

Re: Movement of CDBG Grant Revenue from HHS to TNR

On August 7, 2008, the Commissioners Court approved the reprogramming of CDBG funds from the PY 06 Action Plan. The reprogramming includes moving \$83,659 from the HHS Social Work Project to a new TNR road improvement project for Lava Lane.

In order to implement the change, the Auditor's Office has requested that the Court approve the change of the revenue line items between Departments. Please move \$83,659 from 615-5832-327-1010 to 615-4931-326-1010.

Please call with any questions.

BUDGET ADJUSTMENT FORM

Department Name: Travis County Health & Human Svcs Department Dept Number 58

- Contract Pending
- Personnel Amendment
- Other, Please Specify:

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Item	Fund	Account Number		Object Title	Amount	For PBO Use Only:	
		Dept/Div.	Act.			Type	PBO Approval Analyst/Manager
1	FROM <u>615</u>	<u>5832</u>	<u>327</u>	<u>1010</u>	<u>83,659</u>	<u>AM</u>	<u>Travis R. Gables</u>
	<u>HSOA05</u>			<u>Federal Grant Revenue</u>			
	TO: <u>615</u>	<u># 4931</u>	<u># 328</u>	<u># 1010</u>	<u>83,659</u>		<u>7126</u>
	<u>HCUA06</u>			<u>Revenue</u>			
2	FROM:						<u>[Signature]</u>
	TO:				<u>0</u>		<u>11/2/08</u>
3	FROM:						
	TO:				<u>0</u>		
4	FROM:						
	TO:				<u>0</u>		
5	FROM:						
	TO:				<u>0</u>		
6	FROM:						
	TO:				<u>0</u>		
7	FROM:						
	TO:				<u>0</u>		

JUSTIFICATION: Item #'s: X Needs rebudgeting to meet commodity code requirements
 Other, please specify: _____

Transfer - TR
 Amendment - AM
 Discussion - DS
 Automatic - AU

Transfer is needed to fund the LAVA Lane project

[Signature]
 Signature of Elected/Appointed Official

11/6/08
 Date

Please refer to budget rules for instructions on filling out Budget Adjustment Form

11

Allocated Reserve Status (001-9800-981-9892)

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
\$6,551,651 Current Balance			

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$100,000)	Indigent Attn Costs: County Court at Law #8
(\$300,000)	Indigent Attn Costs: Capital Murder Case Costs
(\$39,900)	Ad Space for November Polling Places
(\$158,125)	Resources for Fail Safe Voting
(\$20,000)	Hazmat
(\$16,000)	Hazmat Equipment Maintenance
(\$80,000)	Postage
(\$80,000)	Records Storage
(\$20,000)	Aviation Software
(\$300,000)	Fuel Price Increase
(\$63,500)	Cadaver Contract Increase
(\$50,000)	Appraisal District Fee
(\$100,000)	Family Drug Treatment Court
(\$347,110)	Utility Cost Increase
(\$15,000)	Copy Paper
(\$62,203)	Intergovernmental Relations support
(\$300,000)	Indigent Attn Costs: Capital Murder Cases
(\$184,778)	Drug Court
(\$29,302)	Bilingual Supplemental Pay
(\$294,083)	COA Public Health Interlocal
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases
(\$3,590,001)	Total Possible Future Expenses (Earmarks)
\$2,961,650	Remaining Allocated Reserve Balance After Possible Future Expenditures

12

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

Amount	Dept Transferred Into	Date	Explanation
\$2,865,553			Beginning Balance
\$67,125	Criminal Courts	10/27/08	Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08
\$4,620	ITS Centralized Comp.Serv	11/4/08	Budget Line Item Correction
\$2,937,298 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY09 Budget Process:

Amount	Explanation
(\$95,500)	Failing Vehicles Contingency
(\$30,000)	Aviation Software
(\$125,500) Total Possible Future Expenses (Earmarks)	

\$2,811,798 Remaining CAR Balance After Possible Future Expenditures

Compensation Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$5,980			Beginning Balance - Bilingual Pay
\$5,980 Current Reserve Balance			

Health & Human Services Reserve Status (001-9800-981-9817)

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
\$400,000 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

Amount	Dept Transferred Into	Date	Explanation
\$1,108,121			Beginning Balance
\$1,108,121 Current Reserve Balance			

Planning Reserve Status (001-9800-981-9821)

Amount	Dept Transferred Into	Date	Explanation
\$700,000			Beginning Balance
\$700,000 Current Reserve Balance			

Annualization Reserve Status (001-9800-981-9890)

Amount	Dept Transferred Into	Date	Explanation
\$2,347,947			Beginning Balance
\$2,347,947 Current Reserve Balance			

Unallocated Reserve Status (001-9800-981-9898)

Amount	Dept Transferred Into	Date	Explanation
\$41,384,029			Beginning Balance
\$41,384,029 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:
11-18-08

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

- a) Approve grant application with the Automotive Burglary and Theft Prevention Authority to supplement the 12th year of Sheriff's Combined Auto Theft Task Force (SCATTF) grant in the Sheriff's Office.
- b) Approve grant contract to the U.S Department of Justice- Bureau of Justice Assistance for the 2nd phase of Office of Community Oriented Policing Technology Program in the Sheriff's Office.
- c) Approve grant contract to the U.S. Department of Justice- Bureau of Justice Assistance for the State Criminal Alien Assistance Program (SCAAP) in the Sheriff's Office. Grant provides reimbursement for prior year expenditures.
- d) Approve the addition of three grant-funded FTE as noted on the Low Income Vehicle Repair, Retrofit, and Replacement Assistance Program (LIRAP) status report from the Texas Commission on Environmental Quality.

Approved by:

Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

08 Nov 10 11:20 AM
COUNTY CLERK
TRAVIS COUNTY TEXAS

TRAVIS COUNTY

11/18/2008

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
 FY 2009

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

Dept	Grant Title	Grant Period	Grant Amount	County Match	Indirect Costs	FTEs	Notes	Page #
Applications								
a 37	Sheriff's Combined Auto Theft Task Force (SCATTF)	2/1/09-8/31/09	\$145,928	\$0	\$0	0	1	6
Contracts								
b 37	Office of Community Oriented Policing Program	12/26/07-12/31/10	\$350,738	\$0	\$0	0	1	22
c 37	State Criminal Alien Assistance Program (SCAAP)	7/1/2006-6/30/07	\$1,239,273	\$0	\$	0	1	30
Status report								
d 49	LIRAP Prgram	8/31/08-8/31/09	\$3,971,311	\$0	\$0	4.8	1	40

Notes:

- 1 PBO recommends approval.
- 2 PBO does not recommend approval
- 3 Please see PBO recommendation for more information

FY 2009 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been made and notification of award has not yet been received.

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
58	AmeriCorp	\$301,429	\$281,599		20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000			11/7/2008
		\$301,429	\$281,599		20	

FY 2009 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2008

Dept	Name of Grant	Grant Amount	County Match	Indirect Costs	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358			11/4/2008
58	Parenting in Recovery	\$500,000	\$91,203		1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320				11/4/2008
37	Internal Affairs Software Upgrade	\$50,000				11/7/2008
		\$1,129,523	\$605,119		17	

FY 2009 Grants Summary Report Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office	\$ 330,776	\$ 44,224	\$ 375,000	8.00	10/7/2008
Total Outstanding		\$ 330,776	\$ 44,224	\$ 375,000	8.00	

* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	\$84,419.75			1		10/14/2008
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
Total Outstanding		\$272,893.75	\$ -		2.00		

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GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Sheriff - Law Enforcement
Contact Person/Title:	Meg Seville - Sr. Planner
Phone Number:	854-9804

Grant Title:	SCATTF - Sheriff's Combined Auto Theft Task Force		
Grant Period:	From: 2/1/2009	To: 8/31/2009	
Grantor:	ABTPA - Automobile Burglary and Theft Prevention Authority		

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:		10,000				10,000
Operating:		18,099				18,099
Capital Equipment:		117,829				117,829
Indirect Costs:						0
Total:	0	145,928	0	0	0	145,928
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>NS</u> <u>10/31/08</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</u> <u>10/31/08</u>

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Dept. Measures						
Auto Thefts	186					
Measures For Grant						
Training Classes	10					
Outcome Impact Description	Train other LE agencies in the region to assist in the detection / apprehension of auto burglaries and thefts.					
Public Awareness Presentations	115					
Outcome Impact Description	Educate the public and provide tools to help deter and prevent auto thefts and burglaries.					
Interdiction Operations	200					
Outcome Impact Description	Conduct stings in areas of high incidents of auto thefts and burglaries					

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PBO Recommendation:

This application is primarily for the purchase of and operational costs totaling \$121,224 for 11 Mobile Data Computers for the Sheriff's Combined Auto Theft Task Force's (SCATTF) agents. The balance of \$24,704 is for overtime and operating costs for the SCATTF. There is no matching requirement or ongoing financial obligation require of the County. PBO concurs with proceeding with this grant application.

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

The goal of the program is to reduce auto theft rates in the task force area

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

NA

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

NA

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

No - Not Allowable

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

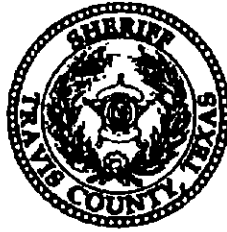
NA

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

Been in existence since 1995

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

The program has been successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

October 24, 2008

MEMORANDUM

**TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4**

FROM: Margaret H Seville 1777, Senior Planner *MMS 1777*

SUBJECT: 2008/2009 Auto Theft Prevention Authority Supplemental Grant Application

Attached is a request to the Automobile Burglary and Theft Prevention Authority (ABTPA) for a supplemental grant for the 2008/2009 grant cycle.

The ABTPA determined after awarding grants for the 2008/2009 grant cycle that there were additional funds available and is soliciting applications for supplemental grants. The ABTPA will consider funding grant application requests for Overtime, Equipment, Technology and Direct Operating Expenses for Auto Burglary and Theft goals and objectives in Fiscal Year 2009.

With this in mind, the Sheriff's of the Sheriff's Combined Auto Theft Task Force would like to go to ABTPA and request funding in the amount of \$145,928 for overtime, computers for the task force agents and other supplies to assist in the detection, apprehension and prevention of auto burglaries and thefts in the Task Force's region.

We appreciate the support the Travis County Commissioners Court has given us in our effort to reduce crimes against people and property, which are so costly to our citizens and are hopeful that our application for additional funds will be fully funded by the Automobile Burglary and Theft Prevention Authority.

Cc: Janice Cohoon, County Auditor's Office
James Connolly, County Attorney's Office
William Derryberry, PBO



Safety, Integrity, Tradition of Service

8

Revised 1/08

APPLICATION FOR STATE ASSISTANCE AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY (ABTPA)

1. For ABTPA Use Only	3. a. Date Submitted	b. Applicant Identifier														
2. State Program Classification (For ABTPA Use Only)	4. a. Date Received by State	b. State Application Identifier														
5. Applicant Information <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> a. Legal Name: Travis County b. Address (give street or P. O. Box, City, County, State, and Zip Code) P.O. Box 1748 Austin, TX 78767 </td> <td style="width: 50%; border: none; vertical-align: top;"> c. Organized Unit: Travis County Sheriff's Office d. Name and telephone number of person to be contacted on matters involving this application (give area code) SGT Tommy Wooley (512) 854-9735 </td> </tr> </table>			a. Legal Name: Travis County b. Address (give street or P. O. Box, City, County, State, and Zip Code) P.O. Box 1748 Austin, TX 78767	c. Organized Unit: Travis County Sheriff's Office d. Name and telephone number of person to be contacted on matters involving this application (give area code) SGT Tommy Wooley (512) 854-9735												
a. Legal Name: Travis County b. Address (give street or P. O. Box, City, County, State, and Zip Code) P.O. Box 1748 Austin, TX 78767	c. Organized Unit: Travis County Sheriff's Office d. Name and telephone number of person to be contacted on matters involving this application (give area code) SGT Tommy Wooley (512) 854-9735															
6. State Payee Identification Number: 71-46000192	7. Type of Applicant (enter the appropriate letter in box) <input checked="" type="checkbox"/> B <table style="width: 100%; border: none;"> <tr> <td>A. State</td> <td>H. Independent School District</td> </tr> <tr> <td>B. County</td> <td>I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>C. Municipal</td> <td>J. Private University</td> </tr> <tr> <td>D. Township</td> <td>K. Indian Tribe</td> </tr> <tr> <td>E. Interstate</td> <td>L. Individual</td> </tr> <tr> <td>F. Intermunicipal</td> <td>M. Nonprofit Organization</td> </tr> <tr> <td>G. Special District</td> <td>N. Other (specify): _____</td> </tr> </table>		A. State	H. Independent School District	B. County	I. State Controlled Institution of Higher Learning	C. Municipal	J. Private University	D. Township	K. Indian Tribe	E. Interstate	L. Individual	F. Intermunicipal	M. Nonprofit Organization	G. Special District	N. Other (specify): _____
A. State	H. Independent School District															
B. County	I. State Controlled Institution of Higher Learning															
C. Municipal	J. Private University															
D. Township	K. Indian Tribe															
E. Interstate	L. Individual															
F. Intermunicipal	M. Nonprofit Organization															
G. Special District	N. Other (specify): _____															
8. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, check appropriate box(es). <input type="checkbox"/> Increase Award <input type="checkbox"/> Decrease Award <input type="checkbox"/> Other (specify) <input type="checkbox"/> Increase Duration <input type="checkbox"/> Decrease Duration	9. Name of Grantor Agency: <p style="text-align: center;">Texas Automobile Burglary & Theft Prevention Authority 4000 Jackson Avenue Austin, Texas 78731 Phone: (512) 374-5101 Fax: (512) 374-5110 Website: www.txwatchyourcar.com</p>															
10. Title of Project: Sheriff's Combined Auto Theft Task Force (SCATTF)	11. Areas of Project Activities (Cities, Counties, States, etc.) <p>Bastrop, Bell, Blanco, Burnet, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, & Wharton Counties.</p>															
12. Proposed Project Start Date: 02/01/09 Ending Date: 08/31/09	13. Is application subject to review by state executive order 12372 process? YES, this application was made available to the Texas Review and Comment System (TRACS) for review on _____ Date <input checked="" type="checkbox"/> NO. <input type="checkbox"/> Program is not covered by E. O. 12372 <input checked="" type="checkbox"/> Program has not been selected by state for review															
14. Funding Summary: Total of a, b, & c must agree with d. Note: Please enter whole dollars for the amounts requested.	15. Is the applicant delinquent on any federal debt? <input type="checkbox"/> YES If "Yes" attach an explanation <input checked="" type="checkbox"/> NO															
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">a. Total State Grant Funds Requested (ABTPA)</td> <td style="width: 30%; text-align: right;">\$ 145,928</td> </tr> <tr> <td>b. Cash Match</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td>c. In-Kind Match</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td>d. TOTAL(s)</td> <td style="text-align: right;">\$ 145,928</td> </tr> </table>	a. Total State Grant Funds Requested (ABTPA)	\$ 145,928	b. Cash Match	\$ 0	c. In-Kind Match	\$ 0	d. TOTAL(s)	\$ 145,928								
a. Total State Grant Funds Requested (ABTPA)	\$ 145,928															
b. Cash Match	\$ 0															
c. In-Kind Match	\$ 0															
d. TOTAL(s)	\$ 145,928															
16. To the best of my knowledge and belief, all data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.																
a. Typed name of Authorized Official Samuel T. Biscoe	b. Title County Judge	c. Telephone Number (512) 854-9555														
d. Signature of Authorized Official	e. Date Signed															

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

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Special Conditions	ABTPA-NA

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

DESCRIPTION OF PROPOSED PROJECT

This section must include a brief description (not exceeding 200 words) of the proposed project.

For continuation, if necessary, of any item on application page ABTPA-1. Identify by number the item being continued.

This sheet may also be used for any other remarks, at the applicant's option.

The Sheriff's Combined Auto Theft Task Force presently encompasses sixteen (16) counties in central Texas. This will be SCATTF's twelfth (12th) year of participation in the Auto Burglary and Theft Prevention Authority Program. It is the mission of the Sheriff's Combined Auto Theft Task Force to reduce auto burglary and theft related crimes throughout the seventeen (17) county region. This has been accomplished through the collaborative efforts of the agencies comprising the Task Force with support of local community officials and leaders, business partners and the public.

These collaborative efforts include our media events and Public Awareness events (VIN Etching, H.E.A.T. Registrations, Community Presentations, etc.) and our officer training programs (including continuing education in the field of auto theft recognition.) SCATTF plans to continue efforts to be more proactive in the following areas;

- Interdiction activities
- Salvage inspections
- Special operations
- Chop Shop detection
- Insurance Fraud; and
- Warrant arrest / other

The cooperation of the members of SCATTF has continued to promote more effective communications among counties and allows the sharing of knowledge and experience among the investigators.

The Task Force is currently comprised of ten investigators, a Sergeant, and a Senior Office Specialist/Public Awareness Coordinator.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROJECT APPROVAL INFORMATION

Item 1.

Does this assistance request require state, local, regional, or other priority rating?

Yes No

Name of Governing Body _____
Priority Rating _____

Item 2.

Does this assistance require state, or local advisory, educational, or health clearance?

Yes No

Name of Agency or Board _____
(Attach Documentation)

Item 3.

Does this assistance request require TRACS review?

Yes No

(Attach Comments)

Item 4.

Does this assistance request require state, local, regional, or other planning approval?

Yes No

Name of Approving Agency _____

Item 5.

Is the proposed project covered by an approved comprehensive plan?

Yes No

Check One: State
 Local
 Regional

Location of Plan _____

Item 6.

Will the assistance requested serve a federal installation?

Yes No

Name of Federal Installation _____
Federal Population Benefiting from Project _____

Item 7.

Will the assistance required be on federal land or installation?

Yes No

Name of Federal Installation _____
Location of Federal Land _____
Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes No

See instructions for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses or farms?

Yes No

Number of Individuals _____
Families _____
Businesses _____
Farms _____

Item 10.

Is there other related assistance on this project (previous, pending, or anticipated)?

Yes No

See instructions for additional information to be provided.

Item 11.

Is the project in a designated flood hazard area?

Yes No

See instructions for additional information to be provided.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

BUDGET SUMMARY

Section A—Budget Summary						
Line	Schedule	Budget Categories	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) Total
1	A	Personnel (Salaries)	\$10,000		\$0	\$10,000
2	A	Personnel (Fringe Benefits)	\$0	\$0	\$0	\$0
3	B	Contractual	\$0	\$0	\$0	\$0
4	C	Travel	\$3,092	\$0	\$0	\$3,092
5	D	Equipment	\$117,829	\$0	\$0	\$117,829
6	E	Supplies & Direct Operating Exp.	\$15,007	\$0	\$0	\$15,007
7		Total Direct Charges (Sum of 1-6)	\$145,928	\$0	\$0	\$145,928
8	F	Indirect Costs	\$0	\$0	\$0	\$0
9		TOTALS (Sum of 7-8)	\$145,928	\$0	\$0	\$145,928

Section B—Cash and/or In-Kind Match
 Enter separately each source of matching funds and the amounts.
 Total Match must agree with Line 9, Column 2 above and the total of lines 14 (b) and (c) on
 ABTPA-1.

CASH				TOTAL
Source	Amount	Source	Amount	
PROGRAM INCOME (To be utilized.)				TOTAL \$
Total Program Income (available)		\$ 66,485		
IN-KIND (Total must agree with ABTPA-1, Line 14c.)				TOTAL
Schedule	Amount	Schedule	Amount	
A		D		
B		E		
C				
				TOTAL MATCH \$0

SCHEDULE A

PERSONNEL

1. Direct Salaries

		(1)	(2)	(3)	(4)
Title or Position ¹	% of Salary ²	ABTPA Funds	Cash Match	In-Kind	TOTAL ³
(A)					
(B)					
(C)					
(D)					
(E)					
(F)					
(G)					
(H)					
(I)					
(J)					
(K)					
(L)					
Overtime		\$10,000			\$10,000
TOTAL Direct Salaries		\$10,000			\$10,000

2. Fringe Benefits

	% or \$ Rate				
FICA					
Retirement	@				
Insurance	@				
Other (Explain) – Medicare	@				
- Unemployment	@				
- Workers Comp					
- Certification					
- Longevity					
- Serious Bodily Injury					
Fringe related to Overtime (FICA, Medicare, Retirement, Un Employ, WC	@				
TOTAL Fringe Benefits					
TOTAL PERSONNEL BUDGET		\$10,000	\$0	\$0	\$10,000

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE A - OVERTIME NARRATIVE

REQUIRED NARRATIVE: Provide a brief summary on the use of overtime funds.

1. Include description of work activity to be conducted.
2. Estimate number of hours and cost for overtime activities.

Overtime will be used for burglary of vehicle surveillance activities as well as Public Awareness Events related to burglary of vehicle. The increased addition of the BOV responsibilities to the task force with out an increase of resources makes these events extremely difficult to accomplish without these overtime funds.

We request \$10,000 for these activities to cover approximately 240 hours of overtime calculated at 1.5 times the average hourly rate of the Agents assigned to the task force. The calculation is shown below:

<u>Requested Amount</u> (Average hourly wage x time and half)	<u>\$10,000</u> (\$27.74X1.5)	Equals hours available 240.36 hours
--	----------------------------------	--

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE C

TRAVEL

1. Local Travel		(1)	(2)	(3)	(4)
Title or Position	Miles Traveled Annually/\$Rate	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A)					
(B)					
(C)					
(D)					
(E)					
(F)					
(G)					
(H)					
LOCAL TRAVEL TOTAL					

2. In-State Travel (Specify clearly and use continuation pages if necessary)

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
ABTPA Conference	Houston, Tx.	\$1,843			\$1,843
IN-STATE TRAVEL TOTAL		\$1,843			\$1,843

3. Out-of-State Travel (Specify clearly and use continuation pages if necessary)

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
IATTI Conference	Colorado	\$1,249			\$1,249
OUT-OF-STATE TRAVEL TOTAL		\$1,249			\$1,249
TOTAL TRAVEL BUDGET		\$3,092			\$3,092

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE C NARRATIVE

REQUIRED NARRATIVE: Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem.

Travis County policy allows the state contracted room rate plus taxes and parking expenses. If no government rate quoted, the county will pay the quoted room rate from the lodging place. Meal expenses reimbursed only when the employee is required to be away from home overnight. Meals reimbursed at a per diem rate of \$39 per day. Personally owned vehicle mileage reimbursed at a rate of 58.5¢ per mile.

Purpose For Travel	# of Persons	# of Nights	Travel	Per Diem	Lodging	TOTAL
ABTPA Conference June 2009	3	4	Mileage \$105	\$585	\$1,153	\$1,843
IAATI Conference Denver, Co. 2009	1	6	Airfare \$400	\$273	\$577	\$1,250

In-State Travel-

ABTPA Conference – One Sgt., One Public Awareness Coordinator and One Sr. Planner to attend the conference in Houston, Tx.

- Lodging = 3 rooms for 4 nights @ \$85 per night + 13% tax. Per Diem = 3 people x \$39 per day @ 5 days. Travel = 179 miles @ \$0.585 per mile

Out-of-State Travel-

IATTI Conference – One Sergeant attending the conference in Colorado in 2009.

- Lodging = 1 room for 6 nights @ \$85 per night + 13% tax. Per Diem for 1 person @ \$39 per day x 6 days and 1 airline ticket on Southwest to Denver and back to Austin plus cab, estimated @ \$400.00

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE D

EQUIPMENT PURCHASES

	(1)	(2)	(3)	(4)
Equipment Name or Description and Quantity (Do Not List Brand Names)	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A) Mobile Data Computers for Agents (\$9,539 x 11)	\$104,929			\$104,929
(B) Mobile Data Computer Mounts (\$1,290 x 10)	\$12,900			\$12,900
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
TOTAL EQUIPMENT PURCHASES	\$117,829			\$117,829

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE D NARRATIVE

REQUIRED NARRATIVE: Briefly describe the use of equipment and the cost of each line item.

Mobile Data Computers (MDC) will be used by task force agents to access data regarding cases, report information to Task Force members as well as their local jurisdiction. The MDC is a tool that increases the efficiency and productivity in the field. A MDC also provides additional communication capabilities and gives agents an added level of safety in the field.

MDC Mounts are necessary for safely mounting the MDC in the agent's vehicle in a location that enhances the safety of the agent and MDC as well as the public.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE E

SUPPLIES AND DIRECT OPERATING EXPENSES

	(1)	(2)	(3)	(4)
Directly Charged Supplies and Other Operating Expenses	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A) Cell Phone Service/Airtime	\$2,156			\$2,156
(B) Wireless Airtime for Laptops	\$3,395			\$3,395
(C) Confidential Funds	\$2,000			\$2,000
(D) Fuel & Maintenance for P/R Vehicle	\$7,456			\$7,456
(E)				
(F)				
(G)				
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
TOTAL SUPPLIES AND DIRECT OPERATING EXPENSES	\$15,007			\$15,007

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE E NARRATIVE

REQUIRED NARRATIVE: Briefly describe the basis for arriving at the cost of each line item AND THE USE OF EACH ITEM.

Cell Phone Service/Airtime – Cost basis \$44 per month x 7 units x 7 months – some counties provide cell phones for their agents. These are used to conduct task force business.

Wireless Airtime for Laptops. – Cost basis \$45 per month x 10 units x 12 months – One county provides the access for their agent. To be used by agents to access the internet and email to conduct task force business.

Confidential Funds – Use of Confidential Fund will be in accordance with Travis County Sheriff's Office Policy. All funds will be tracked and reported. These funds may be used for the following:

- Undercover/Surveillance use including expenses that are incurred during an approved operation. Receipts are to be obtained when possible.
- Informant payments include expenses for meals, drinks, and lodging (approved by the Task Force Sergeant) when necessary for the security of the operation. When additional funds are needed, the request is routed through the supervisor.
- The Task Force Sergeant will determine payment for information based upon the type of crime, quality and quantity of information.
- These guidelines are subject to adjustment. More (or less) may be paid to the informant based on the danger to him/her, active involvement, etc. Officers receiving the informant funds from other sources will follow the guidelines of the ABTPA and the Travis County Sheriff's Office.

Public Awareness Vehicle – Funds for fuel and maintenance on vehicle used in the 17 county area for Public Awareness activities for Burglary of Vehicle / Auto Theft. The vehicle is used to tow the Public Awareness trailer.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Sheriff's Office
Contact Person/Title:	Michael G Hemby 783 - Planning Manager <i>mf</i>
Phone Number:	512-854-4924

Grant Title:	Office of Community Oriented Policing Technology Program		
Grant Period:	From: 12/26/2007	To: 12/31/2010	
Grantor:	U.S. Department of Justice - Bureau of Justice Assistance		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input checked="" type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:	350,738					350,738
Indirect Costs:						0
Total:	350,738	0	0	0	0	350,738
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>NS</u> <u>10/31/08</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</u> <u>10/31/08</u>

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Meet Jail Standards	Yes					Yes
Measures For Grant						
NA						
Outcome Impact Description	Ensure Range Qualification for Sworn Staff					
All Sworn Staff Qualify	Yes					Yes
Outcome Impact Description						

PBO Recommendation:

The Sheriff's Office has received notification of award of the Community Oriented Policing (COPS) Technology Program grant from the U. S. Department of Justice - Bureau of Justice in the amount of \$350,738. The proceeds from this grant are for Phase II of the Firing Range Project (Firing Range) at Del Valle. Funding for the remaining construction of Phase I of the Firing Range was approved by Commissioners Court on May 6, 2008, in the total amount of \$688,000.

This 2008 grant has no ongoing costs or matching requirement. There is no further financial obligation required of the County related to this grant. PBO concurs with acceptance of this grant.

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

The goal of this grant is to exapnd the receintly constructed firing range from 7 firing points to 14 firing points in this pahse. This will expand the number of staff who can fire on the range at a given time. It will also allow for instructional firing to go on at the same time as qualifications without each impacting the other.

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

None for the grant

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

No

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

Not Allowed

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

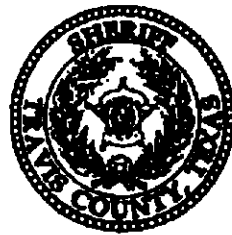
As firearms qualifications are required of peace officers by the State of Texas, county officers are required to complete this task on at least an annual basis. the firing range is thus necessary to maintain compliance with applicable TCLEOSE and Jail Standards mandates.

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

Not a new program by an expansion of the phased in build-out of our firing range.

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

This grant award will provide for the second phase of the planned five phase build-out of the firing range as presented in 2005. Again, the goal is to maintain proper proficiency with firearms that are required for officers to perform their duties in Travis County as Peace Officers. The new range is the first professionally designed and dedicated range in the history of Travis County and is designed to meet the needs of local county agencies while reducing the impact on our community and environment. Funding has come from general county funds and federal grants. This is the second federal grant award related to this project.



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

JAMES SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

October 29, 2008

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Michael G Hemby 783, Research and Planning

SUBJECT: 2008 COPS Technology Program Grant Acceptance – Firing Range Expansion

We are pleased to announce the award of **\$350,738** from the **Department of Justice Community Oriented Policing 2008 Technology Program** for the expansion of the newly constructed TCSO Regional Firing Range. Thus, the Travis County Sheriff's Office requests your authorization and approval to accept this award.

Travis County Sheriff's Office in conjunction with our local congressional representatives had asked for a federal earmark for assistance in the construction of a regional firing range that could support all Travis County employees who are statutorily required to qualify and receive firearms training. We also included several of the smaller local law enforcement agencies as it is much less of an impact on our local environment to have one central range than several smaller ones in operation. We also are migrating to a lead-free firing range so that we leave the least environmental impact possible while accomplishing the state mandated qualifications required of sworn officers.

It is our intent to use these funds over the term of the grant to expand the firing range in accordance with the multi-year plan that was presented to Commissioners in 2005 with some modifications as necessary to stay within the funding allocated by Congress.

The application for these funds was approved by Commissioners' Court on June 24, 2008 as item 8a.

We would ask for your consideration of this grant application to the Bureau of Justice Assistance

Thus, the internet based award process will be for a total Travis County acceptance of **\$350,738.00**. **There is no required county match to these funds.** The project must be completed no later than 12/25/2010.

If I can be of any assistance in this matter, please feel free to contact me at 854-4924.

Cc: PBO, Co Atty, Co Auditor



U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Ave., NW
Washington, DC 20530

September 10, 2008

SEP 22 2008

Sheriff Greg Hamilton
Travis County Sheriff's Office
P.O. Box 1748
Austin, TX 78767

Re: Technology Program Grant # 2008CKWX0350
ORI#: TX22700

Dear Sheriff Hamilton:

Congratulations! On behalf of the Department of Justice, I am pleased to inform you that the COPS Office has approved your agency's request for funding under the COPS Technology Program. Enclosed in this packet is your grant award. **The award document must be signed and returned to the COPS Office within 90 days to officially accept your grant.** On the reverse side of the grant award is a list of conditions that apply to your grant. You should read and familiarize yourself with these conditions. This package also contains other important information to assist with the implementation of your grant, including your Grant Owner's Manual.

The official start date of your grant is December 26, 2007. Therefore, you can be reimbursed for approved expenditures after this date. Please carefully review your financial clearance memorandum to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process, and grant funds may only be used for approved items. Please be aware that any vendor or contractor who participated in drafting your grant application may not receive federal funding for any procurement under this award.

Within a few weeks, you will receive a PAPRS package from the Office of the Comptroller, Office of Justice Programs. This important package will contain forms and instructions necessary to begin drawing down funds for your grant.

Once again, congratulations on your Technology Program award. If you have any questions about your grant award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1.800.421.6770.

Sincerely,

A handwritten signature in black ink that reads "Carl R. Peed".

Carl R. Peed
Director



U. S. Department of Justice
Community Oriented Policing Services

Grants Administration Division (GAD)
Law Enforcement Technology

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Sheriff Greg Hamilton
Travis County Sheriff's Office

From: Andrew A. Dorr, Assistant Director for Grants Administration
Tanya Miller, Grant Program Specialist
Budget Prepared By: Judy Smith, Grant Program Specialist

Re: Law Enforcement Technology Financial Clearance Memo
A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

OJP Vendor #: 746000192

ORI #: TX22700

Grant #: 2008CKWX0350

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Equipment	\$350,738.00	\$350,738.00	\$0.00	
Direct Costs:	\$350,738.00	\$350,738.00	\$0.00	
Grand Total	\$350,738.00	\$350,738.00	\$0.00	
Grand Total:	Federal Share:	\$ 350,738.00		
	Applicant Share:	\$ 0.00		

Cleared Date: 8/14/2008

Overall Comments:

All costs listed in this budget were programmatically approved based on the final budget detail worksheet submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased within the three year grant period. Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of \$100,000, grantee must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of grant funds for consultant fees in excess of \$550 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this grant award. The vendor number should not be used for IRS purposes and only applies to this grant.



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division (GAD)
Law Enforcement Technology
Treasury Account Symbol (TAS) 15X0406

Grant # 2008CKWX0350
ORI # TX22700

Applicant Organization's Legal Name: Travis County Sheriff's Office

OJP Vendor #: 746000192

Law Enforcement Executive: Sheriff Greg Hamilton

Address: P.O. Box 1748

City, State, Zip Code: Austin, TX 78767

Telephone: (512) 854-9770

Fax: (512) 854-3289

Government Executive: County Judge Samuel T. Biscoe

Address: P.O. Box 1748

City, State, Zip Code: Austin, TX 78767

Telephone: (512) 854-9555

Fax: (512) 854-9535

Award Start Date: 12/26/2007

Award End Date: 12/25/2010

Award Amount: \$350,738.00

Carl R. Peed, Director

AUG 28 2008

Date

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

Greg Hamilton

Typed Name and Title of Law Enforcement Official

10/28/08

Date

Signature of Government Official with the Authority to Accept this Grant Award

Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 86197

U. S. Department of Justice
Office of Community Oriented Policing Services
Technology Program Grant Terms and Conditions

By signing the Award Document to accept this Technology Program grant, your agency agrees to abide by the following grant conditions:

1. The grantee agrees to comply with the terms, conditions and regulations as found in the COPS 2008 Technology Program Grant Owner's Manual; the COPS statute (42 U.S.C. §. 3796dd); 28 C.F.R. Part 66 (OMB Circular A-102) or 28 C.F.R. Part 70 (OMB Circular A-110) as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000, et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); these award conditions; other representations made in the grant application for the Technology Program; and with all applicable program requirements, laws, orders, regulations, or circulars.
2. The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were submitted as part of its Technology Program application.
3. The funding under this project is for the payment of approved costs for the continued development of technologies and automated systems to assist state, local, and tribal law enforcement agencies in investigating, responding to, and preventing crime. The allowable costs for which your agency's grant has been approved are limited to those listed on the Financial Clearance Memorandum, which is included in your agency's award packet.
4. Travel costs for transportation, lodging and subsistence, and related items are allowable under the Technology Program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments), 2 C.F.R. 220 (OMB Circular A-21, Cost Principles for Educational Institutions), 2 C.F.R. Part 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations), and 48 C.F.R. Part 31.000, et seq. (FAR-31.2, Cost Principles for Commercial Organizations), as applicable.
5. The grantee acknowledges that when procuring hardware, software, or professional services for an information-sharing initiative, a standards-based approach should be used. Specifically, information-sharing initiatives should be compatible with the Global Justice XML Data Model (GJXDM)/National Information Exchange Model (NIEM), as guidelines. In addition, when procuring equipment for communication system development and expansion, a standards-based approach should be used to begin migration to multi-jurisdictional and multi-disciplinary interoperability. Specifically, all new digital voice systems should be compliant with the Project 25 (P25) suite of standards.
6. State, local, and tribal governments must use Technology Program grant funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs funds that are already committed or otherwise would have been committed for grant purposes (hiring, training, purchases, and/or activities) during the grant period. In other words, grantees may not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS grant.
7. Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award, as extension requests received after an award has expired will be approved only under very limited circumstances.
8. The grantee must promptly notify the COPS Office in writing of any changes to the award budget, and must obtain written approval from COPS for any changes in excess of ten percent of the total award amount before incurring the proposed costs.
9. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Technology Program. The grantee agrees to cooperate with the monitors and evaluators.
10. To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting periodic programmatic progress reports and quarterly financial reports.
11. The COPS Office performs various functions to ensure compliance with all grant requirements, to assess the implementation of community policing in awarded jurisdictions, and to provide technical assistance to grantees. Grant monitoring activities are routine during the grant period and may occur up to three years following the official closure of the grant award. These functions, and others, often require the production of grant-related documentation and other materials. As a COPS Technology Program grantee, you agree to cooperate with any such requests for information.
12. Grantees that have 50 or more employees and a single award for \$500,000 or more must submit an acceptable Equal Employment Opportunity Plan (EEOP) or EEOP short form, if required to submit an EEOP under 28 C.F.R. 42.302, that is approved by the Office of Justice Programs, Office of Civil Rights, within 60 days of the award start date.
13. Grantees using Technology Program funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The grantee acknowledges that it has completed, signed and submitted with its grant award the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.
14. Grantees who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$100,000 and who plan to use a non-competitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.
15. The grantee agrees to submit one copy of all reports and proposed publications resulting from this grant 20 days prior to public release. Any publications (including written, software, visual, or sound, but excluding press releases, newsletters, and issue analyses), whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Grant # _____, awarded by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues."
16. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
17. To facilitate communication among local and state governmental agencies regarding various information technology projects, the grantee agrees to notify the appropriate State Information Technology Point of Contact of the receipt of this grant award. For a list of State Information Technology Points of Contact, visit http://it.ojp.gov/topic.jsp?topic_id=31.
18. The grantee agrees to comply with 28 C.F.R. Part 61 (Procedures for Implementing the National Environmental Policy Act).
19. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Sheriff's Office
Contact Person/Title:	Michael G Hemby 783 - Planning Manager <i>mf</i>
Phone Number:	512-854-4924

Grant Title:	State Criminal Alien Assistance Program - SCAAP 2008		
Grant Period:	From: 7/1/2006	To: 6/30/2007	
Grantor:	U.S. Department of Justice - Bureau of Justice Assistance		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:	1,239,273					1,239,273
Capital Equipment:						0
Indirect Costs:						0
Total:	1,239,273	0	0	0	0	1,239,273
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>NS</u> <u>10/31/08</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</u> <u>10/31/08</u>

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
NA						
Measures For Grant						
NA						
Outcome Impact Description	Migration to Electronic Medical Records					
Outcome Impact Description						

PBO Recommendation:

The Sheriff's Office has received formal notification of the 2008 State Criminal Alien Assistance Program (SCAAP) Grant award, in the amount of \$1,239,273 from the U.S. Department of Justice, Bureau of Justice Assistance (BJA). With this award, the actual proceeds from this grant have averaged \$993,934, for the past ten years. This funding reimburses the County for expenses due to housing of persons eligible under the Immigration and Naturalization Act of 1990.

The 2008 SCAAP grant application was for a total corrections staff wage and salary cost estimated at \$49,894,309, for the timeframe from July 1, 2006 through June 30, 2007. However the award basis is formulaic and the actual award varies depending on the number of persons confirmed to have been housed by the County vis-à-vis other applying agencies. The largest SCAAP award the County has received was \$1,447,080 from the 4th grant cycle for 2000. The most recent award for the 11th grant cycle for 2007 totaled \$1,224,221. This award is for the twelfth (12th) year and the grant is to reimburse expenses related to the eligible inmates housed in the County's correctional facilities.

There is no financial obligation required of the County other than as in 2007 the SCAAP funds for this grant cycle can only be used for correctional costs. At this time, the Sheriff's Office has requested appropriation of \$500,000 of this reimbursement grant for a Medical Records system, in response to the 2004 Criminal Justice Institute Jail Study recommendation to:

"Install a unified electronic medical records system that integrates Medical, Mental Health, Dental and Pharmacy records into a unified database in order to promptly provide patient information to all providers, reduce the risk of errors and time loss when files and records cannot be quickly located, ensure more timely delivery of services and medications, provide better documentation, and reduce the need for support staff to manually update records."

This software solution was initially proposed during the FY 07 budget process at an estimated one-time cost of \$650,000 and an ongoing cost of \$64,000. During FY 08, the Sheriff's Office used \$90,000 of funding from the Inmate Welfare Fund and \$70,000 from the General fund partly offset by elimination of a Medical Records Clerk FTE with an ongoing savings of (\$36,122) for infrastructure upgrades for records migration, while a review of Medical Records systems was conducted in coordination with ITS and Purchasing. The Sheriff's Office has indicated that this one-time funding will meet this system requirement, and they will internally fund within existing resources any ongoing costs associated with this system. PBO has long recognized that there is a need for records continuity and accessibility, as well as a long-term solution for this problem in the Inmate Medical Services Division.

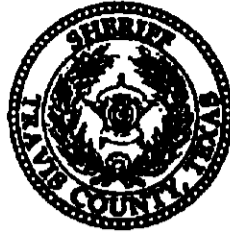
PBO concurs with acceptance of this grant reimbursement. Further, PBO recommends that the Sheriff's request for appropriation of \$500,000 for an inmate records system be approved in conjunction with this acceptance. Finally, PBO recommends that the remaining balance of \$739,273 of this funding not be appropriated at this time, as was done in the FY 09 Adopted Budget, pending review of a Sheriff's Office request as part of the FY 10 budget process.

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

This is an existing program to reimburse Travis County for expenses related to the housing of inmates

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

None



JIM SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

October 29, 2008

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Michael G Hemby 783, Research and Planning *up*

SUBJECT: 2008 SCAAP Grant Award

Attached is the notification of award from the United States Department of Justice, Bureau of Justice Assistance for the 2008 State Criminal Alien Assistance Program (SCAAP) in the amount of \$1,239,273.00.

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

The criteria for the 2008 submission remained relatively unchanged from 2005. SCAAP provides federal payments for incurred correctional costs for incarcerated undocumented criminal aliens who have at least one felony or two misdemeanor convictions for violations of state or local law, and who are incarcerated for at least 4 consecutive days during the reporting period.

Records indicated that 2,552 persons were in our custody during the time period of July 1, 2006 through June 30, 2007 and reported a foreign place of birth. Of those persons,

1,329 individuals meet the federal criteria. This is up from the 1,263 individuals submitted for the 2005-2006 time period. Again, these are individuals who claimed a foreign place of birth and were convicted of crimes. The Sheriff's Office makes no determination whether that foreign place of birth has any bearing on legal immigration status. TCSO staff does not have access to the Immigration and Customs Enforcement records to allow us to determine the immigration status of individuals in our custody.

The award under this grant in 2007 was \$946,660 plus a supplemental award of \$109,229.

The federal guidelines for use of these funds now indicate that they can only be used for corrections related areas. The 2007 award was used to fund one-time purchases related to the new Building 12 at the TCCC Complex.

At this time, we are requesting that \$500,000.00 of this award be used to fund the new Inmate Medical and Pharmaceutical System for the jail system. This system was discussed in the FY 08 budget with funding provided for ITS infrastructure upgrades for the migration to this system while a review of systems could be conducted. Travis County Purchasing has coordinated the review of systems and we feel that such a system that would migrate inmate medical records as well as pharmaceutical records can be purchased for this estimated amount. This system will also reduce the need for hard copy files with the expenditures for those files migrating to assist in covering the annual maintenance and service costs for the system.

The remainder of the funds (being one-time in nature) would be reviewed for applicable use in the FY 10 budget process in conjunction with PBO as was done last year after the rules on usage changed. Jail administrators are currently developing a list of projects that these funds might assist with.

If you have any questions please feel free to contact my office at 854-4924.

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

CC. File

FY 2008 State Criminal Alien Assistance Awards

APPLICANT NAME	STATE	APPLICATION NUMBER	AWARD NUMBER	AWARD AMOUNT
Alaska Department of Corrections	AK	2008-F2609-AK-AP	2009-AP-BX-0762	173,805.00
County of Coffee	AL	2008-F3182-AL-AP	2009-AP-BX-0179	6,247.00
County of Montgomery	AL	2008-F2216-AL-AP	2009-AP-BX-0786	6,491.00
County of DeKalb	AL	2008-F2850-AL-AP	2009-AP-BX-0206	10,541.00
State of Alabama	AL	2008-F2038-AL-AP	2009-AP-BX-0088	146,600.00
County of Carroll	AR	2008-F3119-AR-AP	2009-AP-BX-0536	31.00
County of Boone	AR	2008-F3153-AR-AP	2009-AP-BX-0160	42.00
Perry County	AR	2008-F3152-AR-AP	2009-AP-BX-0159	383.00
County of Polk	AR	2008-F2273-AR-AP	2009-AP-BX-0603	717.00
County of Hempstead	AR	2008-F2215-AR-AP	2009-AP-BX-0785	1,463.00
County of Saline	AR	2008-F3052-AR-AP	2009-AP-BX-0792	3,207.00
County of Pope	AR	2008-F2036-AR-AP	2009-AP-BX-0086	6,058.00
County of Pulaski	AR	2008-F2486-AR-AP	2009-AP-BX-0303	15,952.00
County of Sebastian	AR	2008-F2991-AR-AP	2009-AP-BX-0630	24,036.00
County of Benton	AR	2008-F2797-AR-AP	2009-AP-BX-0337	51,407.00
County of Washington	AR	2008-F1948-AR-AP	2009-AP-BX-0853	160,818.00
Arkansas Department of Correction	AR	2008-F2646-AR-AP	2009-AP-BX-0023	254,704.00
County of Greenlee	AZ	2008-F3161-AZ-AP	2009-AP-BX-0167	173.00
County of Graham	AZ	2008-F2173-AZ-AP	2009-AP-BX-0503	2,727.00
Mohave County	AZ	2008-F2534-AZ-AP	2009-AP-BX-0465	35,347.00
Gila County	AZ	2008-F2728-AZ-AP	2009-AP-BX-0381	35,738.00
County of Navajo	AZ	2008-F2829-AZ-AP	2009-AP-BX-0194	41,139.00
Santa Cruz County	AZ	2008-F3040-AZ-AP	2009-AP-BX-0667	68,523.00
Coconino County	AZ	2008-F2897-AZ-AP	2009-AP-BX-0111	98,708.00
Yuma County	AZ	2008-F2551-AZ-AP	2009-AP-BX-0475	158,910.00
Pinal County	AZ	2008-F2899-AZ-AP	2009-AP-BX-0362	187,753.00
County of Yavapai	AZ	2008-F2203-AZ-AP	2009-AP-BX-0777	252,853.00
County of Pima	AZ	2008-F2639-AZ-AP	2009-AP-BX-0019	759,513.00
Maricopa County	AZ	2008-F2354-AZ-AP	2009-AP-BX-0257	3,022,483.00
State of Arizona	AZ	2008-F1962-AZ-AP	2009-AP-BX-0863	12,821,790.00
County of Plumas	CA	2008-F3091-CA-AP	2009-AP-BX-0819	910.00
County of Calaveras	CA	2008-F2729-CA-AP	2009-AP-BX-0382	2,024.00
City of Anaheim	CA	2008-F3083-CA-AP	2009-AP-BX-0813	3,082.00
County of Mariposa	CA	2008-F2745-CA-AP	2009-AP-BX-0394	3,693.00
Siskiyou County	CA	2008-F3140-CA-AP	2009-AP-BX-0546	6,617.00
County of Tuolumne	CA	2008-F2538-CA-AP	2009-AP-BX-0466	11,660.00
County of Amador	CA	2008-F3008-CA-AP	2009-AP-BX-0645	12,032.00
County of Shasta	CA	2008-F3160-CA-AP	2009-AP-BX-0166	17,357.00
Inyo County	CA	2008-F2722-CA-AP	2009-AP-BX-0377	17,845.00
County of Lake	CA	2008-F2258-CA-AP	2009-AP-BX-0152	25,254.00
County of Sutter	CA	2008-F2976-CA-AP	2009-AP-BX-0430	26,661.00
Colusa County	CA	2008-F2667-CA-AP	2009-AP-BX-0039	28,730.00
County of Mono	CA	2008-F1970-CA-AP	2009-AP-BX-0871	34,420.00
County of Placer	CA	2008-F2182-CA-AP	2009-AP-BX-0509	35,618.00
County of Madera	CA	2008-F3112-CA-AP	2009-AP-BX-0529	36,356.00
County of Nevada	CA	2008-F2952-CA-AP	2009-AP-BX-0412	39,000.00
GLENN COUNTY	CA	2008-F1953-CA-AP	2009-AP-BX-0857	40,860.00
County of Tehama	CA	2008-F2311-CA-AP	2009-AP-BX-0227	45,467.00
County of Humboldt	CA	2008-F2947-CA-AP	2009-AP-BX-0408	48,996.00
County of Yuba	CA	2008-F2663-CA-AP	2009-AP-BX-0036	62,766.00

County of Brazos	TX	2008-F2307-TX-AP	2009-AP-BX-0225	58,571.00
Galveston County	TX	2008-F3014-TX-AP	2009-AP-BX-0650	63,225.00
County of Nueces	TX	2008-F3111-TX-AP	2009-AP-BX-0528	63,293.00
County of Hays	TX	2008-F2759-TX-AP	2009-AP-BX-0313	68,092.00
County of McLennan	TX	2008-F2753-TX-AP	2009-AP-BX-0308	84,228.00
County of Bell	TX	2008-F2064-TX-AP	2009-AP-BX-0835	84,998.00
County of Smith	TX	2008-F2058-TX-AP	2009-AP-BX-0829	103,834.00
County of Webb	TX	2008-F2684-TX-AP	2009-AP-BX-0350	128,149.00
County of Fort Bend	TX	2008-F2694-TX-AP	2009-AP-BX-0358	129,884.00
County of Montgomery	TX	2008-F1967-TX-AP	2009-AP-BX-0868	145,418.00
County of Williamson	TX	2008-F2612-TX-AP	2009-AP-BX-0764	146,743.00
County of Denton	TX	2008-F2156-TX-AP	2009-AP-BX-0490	201,813.00
Brazoria County	TX	2008-F2193-TX-AP	2009-AP-BX-0770	265,856.00
County of Bexar	TX	2008-F2596-TX-AP	2009-AP-BX-0753	306,890.00
El Paso County	TX	2008-F2210-TX-AP	2009-AP-BX-0783	351,980.00
Cameron County	TX	2008-F3037-TX-AP	2009-AP-BX-0664	469,127.00
County of Hidalgo	TX	2008-F2945-TX-AP	2009-AP-BX-0406	474,146.00
County of Collin	TX	2008-F2650-TX-AP	2009-AP-BX-0027	520,644.00
County of Tarrant	TX	2008-F3006-TX-AP	2009-AP-BX-0643	562,912.00
County of Dallas	TX	2008-F2757-TX-AP	2009-AP-BX-0311	934,868.00
Travis County	TX	2008-F2443-TX-AP	2009-AP-BX-0275	1,239,273.00
COUNTY OF HARRIS	TX	2008-F1945-TX-AP	2009-AP-BX-0850	2,934,911.00
State of Texas	TX	2008-F2137-TX-AP	2009-AP-BX-0722	18,074,866.00
County of Tooele	UT	2008-F2935-UT-AP	2009-AP-BX-0400	2,408.00
Box Elder County	UT	2008-F2790-UT-AP	2009-AP-BX-0333	14,052.00
County of Weber	UT	2008-F2420-UT-AP	2009-AP-BX-0591	40,989.00
County of Cache	UT	2008-F2557-UT-AP	2009-AP-BX-0727	48,170.00
County of Washington	UT	2008-F2808-UT-AP	2009-AP-BX-0345	50,875.00
Utah County Government	UT	2008-F2275-UT-AP	2009-AP-BX-0605	140,074.00
Salt Lake County	UT	2008-F1942-UT-AP	2009-AP-BX-0847	647,824.00
State of Utah	UT	2008-F1943-UT-AP	2009-AP-BX-0848	754,098.00
Cumberland County	VA	2008-F2679-VA-AP	2009-AP-BX-0348	65.00
County of Amelia	VA	2008-F2701-VA-AP	2009-AP-BX-0363	260.00
City of Martinsville	VA	2008-F2488-VA-AP	2009-AP-BX-0440	903.00
Franklin	VA	2008-F3171-VA-AP	2009-AP-BX-0172	1,213.00
COUNTY OF KING GEORGE	VA	2008-F2992-VA-AP	2009-AP-BX-0631	1,455.00
Prince Edward County	VA	2008-F2801-VA-AP	2009-AP-BX-0340	1,600.00
City Of Danville	VA	2008-F2199-VA-AP	2009-AP-BX-0775	1,652.00
COUNTY OF FAUQUIER	VA	2008-F2982-VA-AP	2009-AP-BX-0435	2,149.00
County of Buckingham	VA	2008-F2743-VA-AP	2009-AP-BX-0392	2,195.00
County of Accomack	VA	2008-F3176-VA-AP	2009-AP-BX-0175	2,524.00
Williamsburg City	VA	2008-F2234-VA-AP	2009-AP-BX-0136	2,626.00
City of Fredericksburg	VA	2008-F2990-VA-AP	2009-AP-BX-0629	2,652.00
James City County	VA	2008-F3046-VA-AP	2009-AP-BX-0671	2,756.00
County of Lunenburg	VA	2008-F2735-VA-AP	2009-AP-BX-0386	3,479.00
Isle of Wight County	VA	2008-F2186-VA-AP	2009-AP-BX-0511	3,916.00
County of Pittsylvania	VA	2008-F3147-VA-AP	2009-AP-BX-0154	4,382.00
County of Nottoway	VA	2008-F2704-VA-AP	2009-AP-BX-0366	4,707.00
City of Suffolk	VA	2008-F2631-VA-AP	2009-AP-BX-0013	5,877.00
York County	VA	2008-F2107-VA-AP	2009-AP-BX-0697	6,681.00
City of Charlottesville	VA	2008-F1951-VA-AP	2009-AP-BX-0856	7,118.00
County of Nelson	VA	2008-F2848-VA-AP	2009-AP-BX-0204	7,451.00

State Criminal Alien Assistance Program



State Criminal Alien Assistance Program 2008-F2443-TX-AP



OMB Number: 1121-0243
Expires: 02/29/2004

[SCAAP Help](#) Grant Number: 2008-AP-BX-1085
 Jurisdiction: Travis County
[GMS Home](#) Vendor Number: 746000192
 Award Amount: \$1,239,273

Fiscal Year 2008 Payment Acceptance and Electronic Transfer of Funds

[Log Off](#)

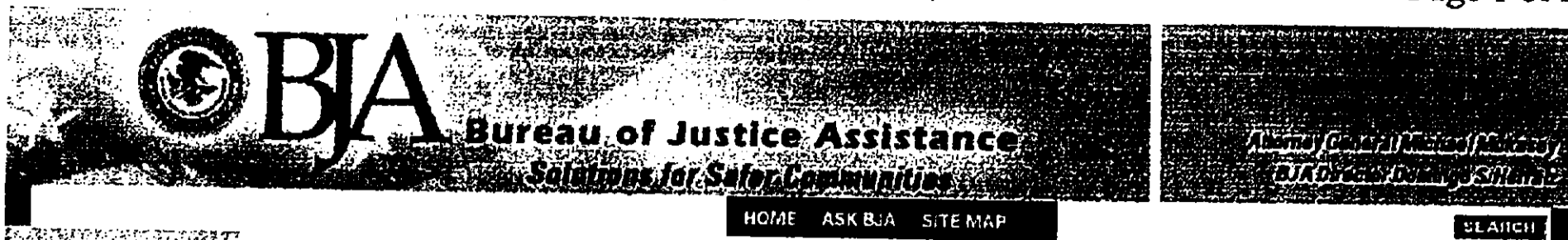
FY 2008 SCAAP Use of Funds List

- *Construction* ---
 Construction for inmate housing, inmate programs, prison industries in ADA compliance
- *Training/Education for offender* ---
 Specific trade employment skills
 GED testing
 Job Preparedness
- *Training for corrections officers to help manage offender population* ---
 Bi-lingual language skills
 Less than lethal technology training
 Diversity training

As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2008 State Criminal Alien Assistance Program.

Accept Decline

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Programs

State Criminal Alien Assistance Program (SCAAP)

NEW: FY 2008 SCAAP Awards: The Bureau of Justice Assistance (BJA) is pleased to announce that the FY 2008 State Criminal Alien Assistance Program (SCAAP) awards are complete. Click the following to view the [FY 2008 SCAAP award amounts](#). BJA will email all 2008 SCAAP jurisdictions when the SCAAP awards are ready for drawdown in the next two weeks.

Overview: BJA administers SCAAP, in conjunction with the Bureau of Immigration and Customs Enforcement and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

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

FY 2007 and 2008 SCAAP Use of Funds List

- Salaries for corrections officers
- Overtime costs
- Corrections work force recruitment and retention
- Construction of corrections facilities
- Training / education for offenders
- Training for corrections officers related to offender population management
- Consultants involved with offender population
- Medical and mental health services
- Vehicle rental / purchase for transport of offenders
- Prison Industries
- Pre-release / reentry programs
- Technology involving offender management / inter agency information sharing
- Disaster preparedness continuity of operations for corrections facility

Reporting Period: The reporting period for the FY 2008 application period is July 1, 2006 through June 30, 2007. Only qualifying inmates who served four or more days during this period may be included in the FY 2008 SCAAP application.

Eligible Inmates - Applicant Responsibilities: Unless otherwise prohibited, applicants may submit records of inmates in their custody during the reporting period who: were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship; were in the applicant's custody for four or more consecutive days during the reporting period; were convicted of a felony or second misdemeanor for violations of state or local law; were identified and reported using due diligence.

Qualifying Criminal Charges and Convictions: To be eligible for reporting, inmates must have been convicted of a felony or second misdemeanor for violations of state or local law, and housed in the applicant's state or local correctional facility for 4 or more consecutive days during the reporting period. Once a person meets these criteria, all pre-trial and post-conviction time served from July 1, 2006 through June 30, 2007 may be included in the FY 2008 application.

Qualifying Salary Data: Salary information reported in the SCAAP application must reflect the total salaries and wages paid to full- and part-time correctional officers and others who meet the SCAAP definition (see the [FY 2008 SCAAP Guidelines](#)). The reported sum should total the jurisdiction's actual salary expenditures for the applicable reporting period (July 1, 2006 to June 30, 2007). The reported salary should not be a projection, estimate, or average. Correctional Officer salary costs may include premium pay for specialized services (e.g., bilingual officers), shift differential pay, and fixed-pay increases for time in service. Salary costs may also include overtime required by negotiated contract, statute, or regulation (e.g., union agreements, contractual obligations, minimum staffing requirements, etc.).

Chief Executive Officer: SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. **The CEO is generally considered the highest ranking elected or appointed official of a unit of government. An application without the CEO information included will be significantly delayed.**

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Programs: State Criminal Alien Assistance Program (SCAAP)

Page 2 of 2

Legislation: SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. § 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

Funding: SCAAP payments will be calculated using a formula that provides a relative share of funding to jurisdictions that apply and is based on the number of eligible criminal aliens, as determined by DHS.

Payments: SCAAP payments are calculated simultaneously, with applicants receiving a prorated payment based on the appropriation; costs submitted, and inmates as determined by DHS. All SCAAP payments are made electronically to the applicant's bank account of record identified during the application process. All SCAAP payments must go to the jurisdiction's general fund. Please use the jurisdiction's EIN (tax identification) and vendor number when applying for SCAAP funds.

How/When to Apply: FY 2008 applications are being accepted in the OJP Grants Management System (GMS) from March 28, 2008 through May 2, 2008.

BJA would like to remind FY 2008 SCAAP applicants of updates in the Guidelines, including that SCAAP funds may be used for "correctional purposes only," with information regarding the proposed use collected during the award acceptance process and that SCAAP information from jurisdiction inmate data may be shared with other federal government agencies.

2008 SCAAP Data:

[FY 2008 SCAAP Guidelines \(PDF\)](#)

[FY 2008 ICE Country Codes \(PDF\)](#)

[FY 2008 Inmate Data File Format \(PDF\)](#)

Direct Phone Support:

Technical assistance is available Monday through Friday from 9:00 a.m. to 5:00 p.m. eastern time, via the SCAAP Helpdesk at 1-202-353-4411.

For assistance with the GMS login, call 1-888-549-9901 Option 3.

E-Mail Inquiries:

Program and Policy Issues: SCAAP Inquiries: scaap@usdoj.gov

GMS Login Issues: GMS Helpdesk: gmshelp@oip.usdoj.gov

Banking Issues: OC Customer Service Center: AskOC@oip.usdoj.gov

Related Information:

[FY 2007 SCAAP Funds](#)

[SCAAP Archive Information](#)

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input checked="" type="checkbox"/>

Department/Division:	Transportation and Natural Resources/Natural Resources & Env. Quality
Contact Person/Title:	Adele Noel, Air Quality Project Mgr
Phone Number:	854-7211

Grant Title:	LIRAP Program		
Grant Period:	From: 8/31/2008	To: 8/31/2009	
Grantor:	Texa Commission on Environmental Quality		

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:		276,500				276,500
Operating:		3,684,811				3,684,811
Capital Equipment:		10,000				10,000
Indirect Costs:		0				0
Total:	0	3,971,311	0	0	0	3,971,311
FTEs:		4.80*				4.80

*Currently, there are 1.8 FTE's paid for by this grant. One in HHS, a Case Worker, is paid 100% from this grant. A second, Administrative Associate, is paid 80% by this grant and 20% from TNR's budget. An additional 3 FTE's to be paid for 100% out of this grant are being requested. All three new positions will be classified as Administrative Associates. Two FTE's will be under HHS. A third FTE will be hired in TNR if necessary.

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>MG</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input type="checkbox"/>	Staff Initials: _____

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Dept. Measures						
Measures For Grant						
Number of Applications processed	2500					
Outcome Impact Description	Providing good customer service by processing applications and educating the public about this program.					

Number of polluting vehicles replaced or repaired in order to improve air quality in Travis County.	900					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This status update would authorize two Administrative Associates in Health and Human Services (HHS) and a third Administrative Associate in Transportation and Natural Resources (TNR). Space for these positions has been verified through Facilities Management. TNR states that the number of applications reviewed has increased from 498 in 2007 to 2,386 in 2008 and HHS is currently addressing the increased applications through the use of General Fund FTE's. These additional grant funded FTE will shift the administrative support of the LIRAP program from the General Fund to the grant. Additionally, TNR has hired a temporary position to assist with the increased interest in the LIRAP program. TNR has told PBO that it plans on increasing its marketing efforts to ensure the funds are expended as prescribed by the grant in a more expeditious manner. PBO concurs with this grant funded request to ensure that the grant is funding its related expenditures rather than the General Fund. *A*

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

This request is for approval to hire 3 new FTE's in order to enhance the existing LIRAP. All salaries and benefits will be paid for using LIRAP grant funds; previously approved by Commissioner's Court. There is no county match required. The Low Income Vehicle Repair, Retrofit, and Replacement Assistance Program (LIRAP), is a county administered program that provides grant funds to qualifying individuals who own vehicles that are registered in the county and that fail a mandatory emissions inspection. LIRAP grant funds may be used for emissions-related repairs performed by a Recognized Repair Facility or to purchase a newer vehicle. The program's goals are to reduce harmful air pollution emissions in the region and to comply with the federal Clean Air Act by removing older polluting vehicles. The County program has been in operation since September 2005.

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

The current long-term County funding requirements associated with this grant program are 1.8 FTE's. One FTE hired by HHS is employed to answer phones and process applications for the LIRAP program. A second FTE hired by TNR assists in the administration of the LIRAP program. This grant covers 80% of the costs of this FTE. But 20% of the FTE's time and salary is paid for and allocated to the County Fleet Department, to assist with other non LIRAP fleet emission reduction programs the County Commissioners Court committed to under the Early Action Compact. Due to the expanded eligibility requirements and increase in the incentive for vehicle replacement, inquiries and applications for this program has dramatically increased. Currently, HHS staff is performing this type of work. These 3 FTE's are requested in order to

provide better customer service and to let the HHS staff return to their normal duties. Two of the new FTE's will be under HHS. The third FTE will be filled if necessary.

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

No

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

Yes. indirect costs related to administration of LIRAP shall not exceed 15 % of the direct costs of the Program. However, indirect costs are not taken out of this grant because 100% of costs are used to administer the program.

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

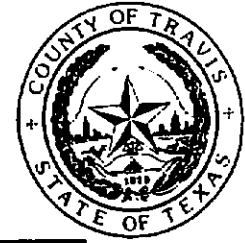
Yes

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

Not a new program.

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

This Grant will fully fund the implementation of a Low Income Repair Assistance Program, which the county is obligated to administer.




TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
 Executive Office Building
 P.O. Box 1748
 Austin, Texas 78767
 (512) 854-9383
 FAX (512) 854-9436

October 23, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager TNR 

SUBJECT: A. Update On The Low Income Repair, Retrofit, and Replacement Assistance Program.
 B. Additional Full Time Employees For Low Income Repair, Retrofit, and Replacement Assistance Program.

Proposed Posting: Receive an update on the Low Income Vehicle Repair, Retrofit, and Replacement Assistance Program (LIRAP) and consider and take appropriate action on approval of three additional FTE's for LIRAP.

Summary: With the passage of Senate Bill 12 during the 80th Legislative session, several changes were made to the LIRAP. The major changes were increasing the eligibility requirements from 100% of the poverty level to 300% and increasing the dollar amount for replacement vehicles from \$1,000 to \$3,000 for a gasoline powered automobile to \$3,500 for a hybrid. These new changes became effective January 1, 2008.

These changes have created more interest in LIRAP and an increase in applications. The table below illustrates the increased interest in the program between fiscal years 2007 and 2008.

	2007	2008
Repair vouchers issued	419	294
Repair Vouchers redeemed	356	203
Replacements vouchers issued	12	889
Replacements vouchers redeemed	11	546
Applications reveiwed	498	2,386

As the above table demonstrates, the number of applications and recipients has more than tripled. In order to manage this increase in workload, TNR seeks approval for the hiring of three new grant funded FTE's to assist with the processing of the LIRAP applications and invoicing. These FTE's will be classified as Administrative Associates at a pay grade of 14. They will provide customer service for LIRAP. Responsibilities include answering phones and client questions, reviewing applications, determining financial eligibility, answering vendor questions and other administrative support services for LIRAP.

To date, there are 2 FTE's funded with the grant money. One FTE is under HHS and is classified as a Case Worker working 100% for LIRAP. This FTE answers client's questions, reviews applications, and other duties related to the grant. The second FTE is under TNR and reviews invoices, assists repair facilities and automobile dealers, completes reporting requirements and other duties related to LIRAP. This grant covers 80% of the costs of this FTE and 20% of the FTE's time is allocated to and covered by TNR's Fleet Division. Due to the expanded eligibility requirements and increase in the incentive for vehicle replacement, inquiries and applications for this program have dramatically increased. Currently, HHS staff is performing this type of work. These FTE's are requested in order to provide better customer service and to allow the HHS staff to return to their normal duties. Two of the FTE's will be under HHS. The third FTE will be under TNR.

Issues and Opportunities: LIRAP assists vehicle owners in complying with vehicle emissions standards required by AirCheck Texas, the state-operated vehicle emissions testing program. The goal of the county program is to assist lower income constituents in order to reduce ozone-forming pollutants created by on-road motor vehicles driving throughout the region. This program addresses the highest polluting vehicles and provides an incentive for vehicle owners to contribute to the regional air quality solution. LIRAP pays up to \$600 to repair a vehicle that fails the AirCheck Texas emissions test or \$3,000 for a newer gasoline powered vehicle or \$3,500 for a hybrid to replace a vehicle for qualifying participants.

Staff recommends approval.

Fiscal and Budget Impacts: The 3 new FTE's will be paid with grant money provided by the TCEQ specifically for the LIRAP. The increase in staff has been approved by TCEQ when the FY09 budget was accepted. The FY09 allocation for administration costs from TCEQ is \$397,131.13 paid in installments as needed.

Background: Travis County entered into an Early Action Compact (EAC) with 11 other local political jurisdictions to address this region's air pollution problems under the Environmental Protection Agency's 8-hour NAAQS at the urging of the TCEQ and the U.S. Environmental Protection Agency (EPA) Region VI office. As part of the EAC, Travis and Williamson Counties committed to administer Low Income Vehicle Repair, Retrofit, and Replacement Assistance Program.

On March 23, 2004, the Travis County Commissioners Court voted to approve two resolutions: one asking TCEQ to implement a Vehicle Emissions Inspection Program in Travis County; and the second committing to administer LIRAP in Travis County.

On September 9, 2008, the Travis County Commissioners Court voted to sign and continue to administer LIRAP.

cc: Jon White, TNR
Sherri Fleming, HHS
Andrea Colunga, HHS
Cynthia McDonald, TNR
Cyd Grimes, Purchasing
Jessica Rio, PBO
Melinda Mallia, TNR
Adele Noel, TNR
Sydnia Crosbie, TNR, Financial

COPY

Item # 34

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for **VOTING SESSION: November 18, 2008**

A. REQUEST MADE BY: Sheriff Greg Hamilton 
(Elected/Appointed Official/Executive Mgr/County Attorney)

REQUESTED TEXT:

To consider and approve the continuation of the Sheriff's Office Dispatch Interlocal Agreements with Municipalities for the current fiscal year.

COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

Jim Connolly (County Attorney) 854-9415

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

- Additional funding for any department or for any purpose**
- Transfer of existing funds within or between any line item budget**
- Grant**

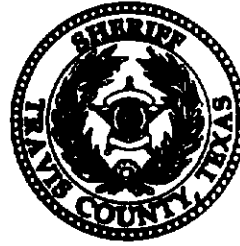
PURCHASING OFFICE (854-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesday at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

Memorandum

Date: November 6, 2008

To: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Precinct One Commissioner
Honorable Sarah Eckhardt, Precinct Two Commissioner
Honorable Gerald Daugherty, Precinct Three Commissioner
Honorable Margaret Gomez, Precinct Four Commissioner

From: Paul Knight, Captain *PK 11/6*

Reference: Dispatch Inter-local Agreements for the Current Fiscal Year

The Sheriff's Office has received all of the inter-local agreements from the participating municipalities for dispatch services for the current fiscal year. The agreements require the annual acceptance by the Court and signature of Judge Biscoe. This is the third year the agreements and fees have been in place.

On July 8, 2008, the Court reviewed and accepted a new agreement which incorporates the use of mobile data computers by the municipalities that choose to participate in the program. This year, Rollingwood, Mustang Ridge, and Jonestown have begun the process of implementing mobile data in their operational plans. I anticipate that the required training will be complete and their systems fully operational by the first week of December 2008.

The agreements for Manor and Sunset Valley are the same as those used in previous years and do not include the mobile data language. Those two cities have decided against the implementation of the program for the current year.

We appreciate the continued support of the Commissioner's Court in our endeavors to serve all of the citizens of Travis County.

cc: Greg Hamilton, Sheriff
Mike Hemby, Director



Safety, Integrity, Tradition of Service

**Interlocal Agreement Between Travis County and the City of Manor
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Manor located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

1.0 County Performance

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement.

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

2.0 City Performance

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

3.0 Duration of Agreement

3.1 Term. The term of this Agreement shall begin on October 1, 2008, and shall continue through September 30, 2009, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

4.0 Compensation to County.

City shall pay County \$116,912 (One Hundred Sixteen Thousand Nine Hundred Twelve Dollars) for services rendered pursuant to this Agreement. Payment shall be made by March 15, 2009.

5.0 Access to Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

6.0 Release of Information

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

7.0 Amendments

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

8.0 **Limitations and Liabilities**

8.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

8.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

8.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

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

9.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)
Travis County Judge's Office
314 W. 11th St.
Austin, TX 78701

City:

Manor Police Department
201 East Parsons Drive
Manor, Texas 78653

10.0 Interlocal Cooperation Act.

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

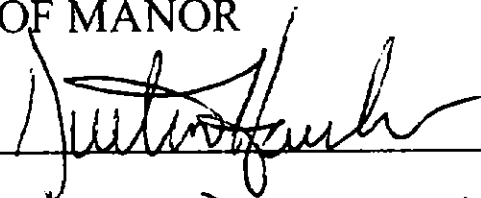
EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date: _____

CITY OF MANOR

By: 

Printed Name: DUSTIN HAISLER

Title: CITY SECRETARY

Date: 9/3/2008

**Interlocal Agreement Between Travis County and the City of Jonestown
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Jonestown located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

1.0 County Performance

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

2.0 **City Performance**

2.1. City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

3.0 Duration of Agreement

3.1 Term. The term of this Agreement shall begin on October 1, 2008 and shall continue through September 30, 2009, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

4.0 Mobile Data Computer

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

5.0 Compensation to County.

5.1 **Base Payment for Dispatch Services.** City shall pay County a base amount of \$ 16,982 (Sixteen Thousand Nine Hundred Eighty Two) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2009.

5.2 **Costs of IT Support for Mobile Data.** City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during “normal business times,” which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

6.0 Access To Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County’s CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

7.0 Release of Information

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

8.0 Amendments

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner’s Court.

9.0 **Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

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

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)
Travis County Judge's Office
314 W. 11th St.
Austin, TX 78701

City:

Jonestown Police Department
18310 B Park Drive
Jonestown, Texas 78645

10.0 Interlocal Cooperation Act.

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date: _____

CITY OF JONESTOWN

By: Deane Armstrong
Printed Name: DEANE ARMSTRONG

Title: Mayor

Date: 8-19-08

Resolution #08-0076

Interlocal Agreement Between Travis County and the City of Mustang Ridge For Emergency Law Enforcement Dispatch Services

This Agreement is between the following parties: the City of Mustang Ridge located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

1.0 County Performance

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

2.0 **City Performance**

2.1. City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

3.0 **Duration of Agreement**

3.1 **Term.** The term of this Agreement shall begin on October 1, 2008 and shall continue through September 30, 2009, unless sooner terminated by either party as provided herein.

3.2 **Termination.** Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

4.0 **Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

5.0 Compensation to County.

5.1 **Base Payment for Dispatch Services.** City shall pay County a base amount of \$ 8,664 (Eight Thousand Six Hundred Sixty Four) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2009.

5.2 **Costs of IT Support for Mobile Data.** City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during “normal business times,” which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

6.0 Access To Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County’s CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

7.0 Release of Information

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

8.0 Amendments

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner’s Court.

9.0 **Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

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

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)
Travis County Judge's Office
314 W. 11th St.
Austin, TX 78701

City:

Mustang Ridge Police Department
12800 S. Highway 183
Mustang Ridge, Texas 78610

10.0 Interlocal Cooperation Act.

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date: _____

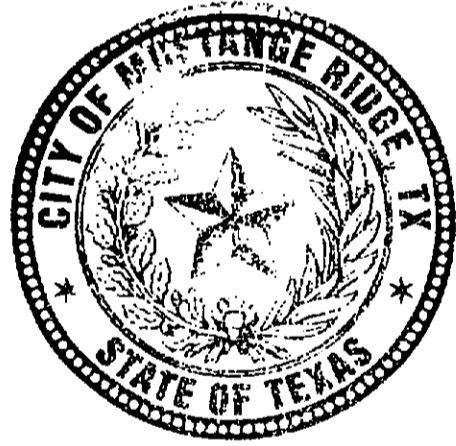
CITY OF MUSTANG RIDGE

By: [Handwritten Signature]

Printed Name: Alfred Vallejo

Title: Mayor

Date: 8-11-08



**Interlocal Agreement Between Travis County and the City of Rollingwood
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Rollingwood located in Travis County, hereinafter referred to as “City” and Travis County hereinafter referred to as “County”.

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff’s Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

1.0 County Performance

1.1 The Travis County Sheriff’s Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement

1.2 Not all emergency calls will be dispatched by Travis County Sheriff’s Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

2.0 **City Performance**

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

3.0 Duration of Agreement

3.1 Term. The term of this Agreement shall begin on October 1, 2008 and shall continue through September 30, 2009, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

4.0 Mobile Data Computer

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

5.0 Compensation to County.

5.1 **Base Payment for Dispatch Services.** City shall pay County a base amount of \$ 11,783 (Eleven Thousand Seven Hundred Eighty Three Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2009.

5.2 **Costs of IT Support for Mobile Data.** City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during “normal business times,” which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

6.0 Access To Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County’s CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

7.0 Release of Information

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

8.0 Amendments

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner’s Court.

9.0 **Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

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

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)
Travis County Judge's Office
314 W. 11th St.
Austin, TX 78701

City:

Rollingwood Police Department
403 Nixon Drive
Austin, Texas 78746

10.0 Interlocal Cooperation Act.

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.


EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date: _____

CITY OF ROLLINGWOOD

By:  _____

Printed Name: DAYNE PRYOR

Title: CHIEF OF POLICE

Date: 08-10-2008

**Interlocal Agreement Between Travis County and the City of Sunset Valley
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Sunset Valley located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

1.0 County Performance

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement.

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

2.0 **City Performance**

2.1. City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

3.0 Duration of Agreement

3.1 Term. The term of this Agreement shall begin on October 1, 2008, and shall continue through September 30, 2009, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

4.0 Compensation to County.

City shall pay County \$35,582 (Thirty Five Thousand Five Hundred Eighty Two Dollars) for services rendered pursuant to this Agreement. Payment shall be made by March 15, 2009.

5.0 Access to Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

6.0 Release of Information

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

7.0 Amendments

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

8.0 **Limitations and Liabilities**

8.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

8.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

8.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

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

9.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)
Travis County Judge's Office
314 W. 11th St.
Austin, TX 78701

City:

Sunset Valley Police Department
2 Lone Oak Trail
Austin, Texas 78745

10.0 Interlocal Cooperation Act.

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date: _____

CITY OF SUNSET VALLEY

By: 

Printed Name: TRISHA Houston

Title: Chief of Police

Date: 9-24-08

Travis County Commissioners' Court Agenda Request

Meeting Date: NOVEMBER 18, 2008

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON FISCAL YEAR 2009 SECURITY COMMITTEE MEMBERSHIP

RECEIVED
COUNTY RECORDS
08 NOV 10 PM 3:15

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

From: Michael Hemby
To: Sam Biscoe
CC: Melissa Velasquez
Date: 11/4/2008 1:28 PM
Subject: FY 2009 Security Committee Membership - Consideration and Adoption
Attachments: Scan001.PDF

Judge,

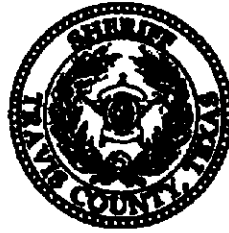
Please review the attached memo related to the re-establishment and update of membership to the Travis County Security Committee. We have had a couple of members leave due to other assignments, one additional person requesting membership (DA's Office) and some changes in departmental representation.

All of the members listed have agreed to serve but of course the membership is ultimately determined by you and other members of the court.

If you are in agreement then I would ask that this item be placed before court at an appropriate time for adoption.

Thank you and please do not hesitate to contact me if you have any questions.

Michael G Hemby
Research and Planning
Travis County Sheriff's Office
Austin, Texas
512-854-4924
michael.hemby@co.travis.tx.us



GREG HAMILTON
TRAVIS COUNTY SHERIFF


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

JAMES SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

TO: County Judge Sam Biscoe
FROM: Michael G Hemby 783, Planning Manager 
SUBJECT: FY 2009 Security Committee Membership
DATE: November 4, 2008

As chairperson of the Travis County Security Committee, I would like to request that the Commissioners' Court consider the following list of individuals to serve on the committee for FY 2009.

Name	Representing
Michael Hemby - Chair	Sheriff's Office
Wes Priddy	Sheriff's Office
Roger El-Khoury	Facilities Management
Lloyd Evans	Facilities Management
Jonathan Haenning	ITS
Brad Beauchamp	Fire Marshal
Pete Baldwin	Emergency Management
Debra Hale	Courts
Belinda Powell	Planning and Budget
Rosie Ramon-Duran	Probation
Sally Hernandez	District Attorney
Chuck Watt	Human Resources and Risk Management

The committee continues to work towards the goals set by the court and feel that the overall safety and security of our county has come a long way since the establishment of the group.

I would ask for your review and consideration of this matter and that the appropriate action be taken to recognize the committee and membership for this year.

If you have any questions please feel free to contact my office at 854-4924.

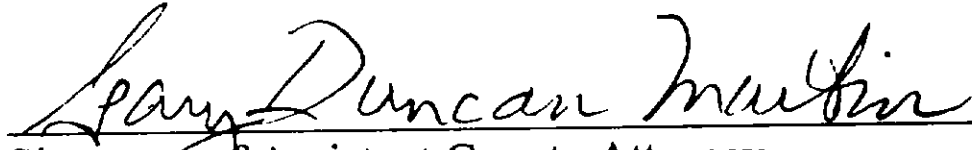
37 ✓

Travis County Commissioners Court Agenda Request

Voting Session: 11/18/2008

Working Session: 11/18/2008

A. **Request made by:** Commissioner Gerald Daugherty
County Attorney (GDM) 854-9510


Signature of Assistant County Attorney

B. **Requested Text:** Receive briefing from the County Attorney regarding the Maravilla development (Primera Homes) in Cardinal Hills Estate Unit 15 and the status of the fiscal surety bond from The Hartford, and take appropriate action. (Executive session pursuant to: TEX. GOV'T. CODE ANN SECTION 551.071, CONSULTATION WITH ATTORNEY.)

C. **Approved by:** _____
Signature of Commissioner(s) or County Judge

- Backup memoranda and exhibits are attached and submitted with this Agenda Request (Original and eight copies)
- List of all agencies/officials and telephone numbers that are affected or involved with this request. Send a copy of this Agenda Request and backup to them:

Joe Gieselman
Anna Bowlin
Stacey Scheffel
Gary Duncan Martin
John Hille

08 OCT 31 PM 1:49
COUNTY JUDGE'S OFFICE

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Travis County Commissioners Court Agenda Request

Voting Session: November 18, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on purchase contract with Parke Properties I, L.P., Parke Properties II, L.P. and GDF Realty Investments Ltd. for the acquisition of land in connection with the Balcones Canyonlands Conservation Plan. (Executive session pursuant to Tex. Gov't Code Section 551.072.)

C. Approved by: _____
Gerald Daugherty, Commissioner Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

John Hille	854-9415	Jon White	854-9383
Melinda Mallia	854-9383	Rose Farmer	854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (473-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- X _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judges Office no later than 5:00 PM on Monday for the following weeks meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

43

RECEIVED
COUNTY CLERK'S OFFICE

Voting Session: November 18, 2008

08 NOV 13 PM 2: 26

I. A. Request made by Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING
POTENTIAL LEASE OF PARKING SPACES IN CENTRAL AUSTIN. (EXEC SESSION
GOV'T CODE ANN 551.071& 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

John Hille, Jr., Assistant County Attorney, (4-9415)
Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant

- Human Resources Department (854-9165)
- Change in your department's personnel (reorganization, restructuring etc.)

- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement

- County Attorney's Office (854-9415)
- X Contract, Agreement, Policy & Procedure

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

44 ✓

RECEIVED
COUNTY CLERK'S OFFICE

08 NOV 12 PM 3:48

Voting Session: November 18, 2008

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. (EXEC SESSION GOV'T CODE ANN 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

*

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

John Hille, Jr., Assistant County Attorney, (4-9415)
Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
 _____ Additional funding for any department or for any purpose
 _____ Transfer of existing funds within or between any line item
 _____ Grant

Human Resources Department (854-9165)
 _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
 _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
X Contract, Agreement, Policy & Procedure

45 ✓

COUNTY RECEIVED
08 NOV 12 PM 4:17 #

Travis County Commissioners Court Agenda Request

Voting Session 11/18/08
(Date)

Work Session _____
(Date)

I. A. Request made by: John C. Hille, Jr., Dir., Trans. Div., County Attorney's Office
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive briefing from County Attorney regarding remedies to consider for products received from Integrian, Inc. (Executive Session pursuant to Tex. Gov't. Code, Section 551.071).

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- Sheriff Greg Hamilton, TCSO 854-9770
- Cyd Grimes, Travis County Purchasing Agent 854-9700
- Alicia Perez, Exec. Mgr., Admin Op. 854-9343
- Joe Harlow, Chief Tech. Office 854-9666
- David Lamp'l, ITS 854-9666
- Jon Haenning, ITS 854-9666
- Major Scott Burroughs, TCSO 854-9770
- Tenley Aldredge, TCAO 854-9513
- Tim LaBadie, TCAO 854-9513
- Lori Clyde, Travis County Purchasing Office 854-9700
- John C. Hille, Jr., Dir., Trans. Div., TCAO 854-9513

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

Human Resources Department (473-9165)

- ___ A change in your department's personnel (reclassification, etc.)

Purchasing Office (473-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or

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EXECUTIVE SESSION

Travis County Commissioners Court Agenda Request

Voting Session 11 / 18 / 08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on
options for acquisition of approximately 500 acres of land near
U.S. Highway 183 and Loop 360 in Precinct Three, for inclusion in the
Balcones Canyonlands Preserve. (Executive Session 1 & 2)

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Jennifer Brown, TNR</u>	<u>854-7215</u>
<u>Jon White, TNR</u>	<u>854-9383</u>	<u>Greg Chico, TNR</u>	<u>854-4659</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Lisa Dean, TNR</u>	<u>854-7616</u>
<u>Rose Farmer, TNR</u>	<u>854-7214</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Kevin Connally, TNR</u>	<u>854-7213</u>		

III. Required Authorizations: Please check if applicable:

 Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

 Human Resources Department (854-9165)

 A change in your department's personnel (reclassifications, etc.)

 Purchasing Office (854-9700)

 Bid, Purchase Contract, Request for Proposal, Procurement

 County Attorney's Office (854-9415)

 X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: November 18, 2008

A. Request made by: Stephen H. Capelle, Asst. County Atty ^{SAC} Phone #: 854-9513
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER BRIEFING FROM THE COUNTY ATTORNEY REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. AND/OR TAKE APPROPRIATE ACTION. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B))

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Joe Gieselman, Executive Mgr., TNR, 854-9383

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
 Additional funding for any department or for any purpose
 Transfer of existing funds within or between any line item
 Grant

Human Resources Department (854-9165)
 Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
 Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
 Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

RECEIVED
COUNTY CLERK'S OFFICE
08 NOV 14 AM 10:27


Travis County Commissioners Court Agenda Request

Voting Session Tuesday, November 18, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of October 28, 2008**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

II. A. Backup memorandum and exhibits should be attached and submitted with this
Agenda Request (Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be
affected or be involved with the request. Send a copy of this Agenda Request and
backup to them.

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING OCTOBER 28, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 28th day of October 2008, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputies Gillian Porter and Michelle Bryant.

The Commissioners Court recessed the Voting Session at 12:06 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:42 PM and adjourned at 1:43 PM.

The Commissioners Court reconvened the Voting Session at 1:43 PM.

The Commissioners Court retired to Executive Session at 2:27 PM.

The Commissioners Court reconvened the Voting Session at 5:03 PM.

The Commissioners Court adjourned the Voting Session at 5:14 PM.

PUBLIC HEARINGS

- 1. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A TWENTY-FIVE FOOT WIDE DRAINAGE EASEMENT LOCATED OVER AND ACROSS LOT 21 OF MAJESTIC HILLS RANCHETTES, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (ACTION ITEM #29) (9:16 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 29 for a summary of the action item.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR); and Margarita Ash, President and CEO, Fine Arts Electronics and Executive Director, Rose Ash Empowerment Foundation.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 2. RECEIVE COMMENTS REGARDING REQUEST FOR RESOLUTION IN SUPPORT OF THE RAPID ANTICONVULSANT MEDICATION PRIOR TO ARRIVAL TRIAL (RAMPART), A COMPARISON OF TWO FDA APPROVED TREATMENTS FOR SEIZURES. (ACTION ITEM #42) (9:21 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 42 for a summary of the action item.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Dr T.J. Milling, Director of Research, Emergency Department, University Medical Center Brackenridge (UMCB).

Motion by Commissioner Daugherty **and seconded by** Commissioner Davis to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 3. RECEIVE COMMENTS REGARDING PROPOSED AMENDMENT TO TRAVIS COUNTY CODE CHAPTER 72, EMERGENCY ASSISTANCE POLICIES AND PROCEDURES. (ACTION ITEM #8) (9:27 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 8 for a summary of the action item.

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)

Motion by Commissioner Daugherty **and seconded by** Commissioner Davis to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Ronnie Gjemre, Travis County Resident; Bill Bunch, Save our Springs Alliance; Margarita Ash, President and CEO, Fine Arts Electronics and Executive Director, Rose Ash Empowerment Foundation. (9:34 AM)

CONSENT ITEMS

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve the following Consent Items: C1-C4 and Items 6, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 29, 32, 33, 34, 35, 36, 37, 39, 40, and 41. (10:15 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR BUDGET VOTING SESSION OF SEPTEMBER 3, 2008 AND REGULAR VOTING SESSIONS OF OCTOBER 7 AND 14, 2008.
- C3. APPROVE SETTING A PUBLIC HEARING ON NOVEMBER 18, 2008 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG EITHER SIDE OF THE COMMON LOT LINE BETWEEN LOTS 1184 AND 1185, APACHE SHORES, SECTION 2, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER DAUGHERTY)
- C4. APPROVE SETTING A PUBLIC HEARING ON DECEMBER 2, 2008 TO RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: AMENDED PLAT OF LOTS 1-3 AND LOT 2A, BLOCK A, MARSHALL'S POINT SUBDIVISION. (COMMISSIONER DAUGHERTY)

SPECIAL ITEM

- 4. RECEIVE PRESENTATION OF BEST PRACTICES AWARDS FROM THE TEXAS ASSOCIATION OF COUNTIES. (9:48 AM)

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; Betsy Price, Vice-Chair, Leadership Foundation, Texas Association of Counties, and Tax Assessor Collector for Tarrant County; James Sylvester, Chief Deputy, Travis County Sheriff's Office (TCSO).

Discussion only. No formal action taken.

RESOLUTIONS AND PROCLAMATIONS

- 5. APPROVE RESOLUTION PROCLAIMING NOVEMBER 2008 AS "PANCREATIC CANCER AWARENESS MONTH" IN TRAVIS COUNTY. (COMMISSIONER ECKHARDT) (9:59 AM)

Members of the Court heard from: Erika Priddy, Pancreatic Cancer Action Network (PanCAN); Greg Petroschwicz, Affiliate Coordinator, (PanCAN); and Wes Priddy, Lieutenant, TCSO.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Gómez to approve the Resolution in Item 5.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 6. APPROVE PROCLAMATION DESIGNATING NOVEMBER 2008 AS "OFFICIAL HOME CARE AND HOSPICE MONTH" IN TRAVIS COUNTY. (JUDGE BISCOE) (10:15 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 7. APPROVE RESOLUTION RECOGNIZING LIZZIE M. BURLESON ON HER RETIREMENT FROM TRAVIS COUNTY, CONSTABLE PRECINCT FIVE OFFICE. (JUDGE BISCOE) (10:09 AM)

Members of the Court heard from: Lizzie M. Burleson, Team Leader, Constable Precinct 5 Office; and Bruce Elfant, Constable, Precinct 5.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve the Resolution in Item 7.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

HEALTH AND HUMAN SERVICES DEPT. ITEMS

8. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSED AMENDMENT TO TRAVIS COUNTY CODE CHAPTER 72, EMERGENCY ASSISTANCE POLICIES AND PROCEDURES. (9:33 AM)

Clerk's Note: Item 8 is the action item for the public hearing on Agenda Item 3.

Item 8 postponed until November 4, 2008, unless a full discussion is necessary.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON THE OPTIONS FOR INVESTMENT OF \$450,000 OF NEW SOCIAL SERVICES FUNDING AVAILABLE FOR FISCAL YEAR 2009. (11:42 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS.

Discussion only. No formal action taken.

PLANNING AND BUDGET DEPT. ITEMS

10. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (10:15 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON CONTRACT AMENDMENT FOR THE AMERICORPS GRANT PROGRAM IN THE HEALTH AND HUMAN SERVICES DEPARTMENT TO ADJUST AWARD BASED ON ACTUAL MEMBER STIPEND FUNDS EXPENDED. (10:15 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that by approving Item 11 the Court is reducing the grant by \$1,900.00 due to savings generated.

ADMINISTRATIVE OPERATIONS ITEMS

- 12. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$821,392.23 FOR THE PERIOD OF OCTOBER 10 TO OCTOBER 16, 2008. (10:15 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 13. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (10:15 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

JUSTICE AND PUBLIC SAFETY ITEMS

- 14. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT DESCRIBING COLLABORATIVE RELATIONSHIP BETWEEN TRAVIS COUNTY AND ALL OF THE EMERGENCY SERVICES DISTRICTS WHOLLY WITHIN TRAVIS COUNTY. (1:43 PM)

Members of the Court heard from: Danny Hobby, Executive Manager, Travis County Emergency Services; Don Smith, Chief, Travis County Fire Control, ESD #4; and Bob Taylor, Commissioner, Travis County ESD #3.

Motion by Commissioner Daugherty **and seconded by** Commissioner Davis to approve Item 14.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 15. CONSIDER AND TAKE APPROPRIATE ACTION ON THE RECOMMENDATIONS FROM THE COMMITTEE EXAMINING THE TRAVIS COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT STAFFING INCLUDING COMMITTEE MEMBERSHIP, CHARGE AND CRITERIA FOR STAFFING ANALYSIS. (11:36 AM)

Members of the Court heard from: Roger Jefferies, Executive Manager, Justice and Public Safety (JPS).

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 15.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

PURCHASING OFFICE ITEMS

- 16. APPROVE CONTRACT AWARD FOR CAFETERIA AND VENDING CONCESSION SERVICES, RFS NO. S080236LD TO F & M BLANK L. P., D/B/A ACCENT FOOD SERVICES. (FACILITIES MANAGEMENT) (10:19 AM)

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 16.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 17. APPROVE MODIFICATION NO. 5 TO CONTRACT NO. PS070232DG, MWM DESIGN GROUP, FOR ADDITIONAL PROFESSIONAL SURVEYING SERVICES FOR PRECINCT ONE TAX OFFICE BUILDING. (FACILITIES MANAGEMENT) (10:15 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS070079RE, READING IS FUNDAMENTAL OF AUSTIN, INC., FOR READING PROGRAMS. (HEALTH AND HUMAN SERVICES AND VETERANS SERVICE) (10:15 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. APPROVE MODIFICATION NO. 5 TO INTERLOCAL NO. IL040167LC, CITY OF AUSTIN, FOR THE OPERATION AND MAINTENANCE OF THE REGIONAL RADIO SYSTEM. (EMERGENCY SERVICES) (10:15 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. APPROVE MODIFICATION NO. 6 TO INTERLOCAL NO. IL030285LC, CITY OF AUSTIN, FOR THE OPERATION AND MAINTENANCE OF THE COMBINED TRANSPORTATION, EMERGENCY AND COMMUNICATIONS CENTER. (EMERGENCY SERVICES) (10:15 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. APPROVE ONE-MONTH EXTENSION (MODIFICATION NO. 4) TO CONTRACT NO. 05K00264RV, HARMONY CONSTRUCTION COMPANY, FOR PAINTING AND WALL REPAIR/MINOR CONSTRUCTION. (FACILITIES MANAGEMENT) (10:15 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. APPROVE MODIFICATION NO. 1 FOR TERMINATION OF CONTRACT NO. PS040271ML, CHARLES SIEPERT, JR., FOR PROGRAMMING SOFTWARE AND SUPPORT SERVICES. (DISTRICT CLERK) (10:15 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OCTOBER 28, 2008 VOTING SESSION

PAGE 11

23. APPROVE CONTRACT AWARD FOR EXCESS WORKERS COMPENSATION INSURANCE, RFP NO. P080263OJ, TO THE QUALIFIED RESPONDENT, FROST INSURANCE AGENCY. (HUMAN RESOURCES MANAGEMENT DEPARTMENT) (10:15 AM)

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. APPROVE MODIFICATION NO. 4 TO INTERLOCAL AGREEMENT NO. IL000104MQ, TEXAS AGRICULTURAL EXTENSION SERVICE, FOR DEMONSTRATION WORK. (HEALTH AND HUMAN SERVICES AND VETERANS SERVICE) (10:15 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. CM050179LC, AMT SOLUTIONS, INC. D/B/A E-MDS, INC. FOR PURCHASE/MAINTENANCE OF E-MDS SOFTWARE FOR THE HEALTH CLINIC. (HUMAN RESOURCES MANAGEMENT DEPARTMENT) (10:15 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. APPROVE MODIFICATION NO. 15 TO CONTRACT NO. MA960322, EASY ACCESS, INC., FOR TAX OFFICE COMPUTER SYSTEM. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS/TAX OFFICE/COUNTY CLERK) (10:15 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

27. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. Q090041RV, TRAVIS COUNTY CENTRAL CAMPUS STUDY FOR A STRATEGIC NEEDS ANALYSIS AND FACILITIES MASTER PLAN. (10:28 AM)

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent; Christian Smith, Special Assistant to the Commissioners Court; Marvin Brice, Construction Procurement Management, Purchasing; and Belinda Powell, Capital Planning Coordinator, PBO.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve the proposed RFQ in Item 27.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

28. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING RE-NEGOTIATION OF CONTRACT NO. 07T00173VC, SECURUS TECHNOLOGIES, INC., FOR INMATE TELEPHONE SERVICES. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS/SHERIFF'S OFFICE) (10:21 AM)

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent; Walter Lagrone, Director, Operations and Technology, Information and Telecommunications Systems (ITS); Darren Long, Major, Travis County Sheriff's Office (TCSO).

Motion by Judge Biscoe and seconded by Commissioner Gómez that the requested re-negotiation be authorized; that the goal will be to be fair to Travis County and fair to the vendor at the same time.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 28 to be reposted on November 25, 2008.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

- 29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A TWENTY-FIVE FOOT WIDE DRAINAGE EASEMENT LOCATED OVER AND ACROSS LOT 21 OF MAJESTIC HILLS RANCHETTES, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (10:15 AM)

Clerk's Note: Item 29 is the action item for the public hearing on Agenda Item 1.

Clerk's Note: Item 29 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 30. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSED LEASE AGREEMENT FOR CONSTRUCTION OF A T-MOBILE TELECOMMUNICATIONS TOWER IN ALLEN PARK, LOCATED ALONG BALCONES DRIVE IN PRECINCT TWO. (COMMISSIONER ECKHARDT) (2:01 PM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; Greg Chico, Right-of-Way Manager, TNR; and Charles Bergh, Division Director, Parks and Natural Resources, TNR.

Discussion only. No formal action taken.

Clerk's Note: The Court directed Staff to have a public hearing under Chapter 26 of the Travis County Code and report the findings back to the Court.

- 31. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FUNDING AND THE EXTENSION OF CONTRACT NO. IL070209VR FOR REGIONAL PLANNING/STUDYING WITH ENVISION CENTRAL TEXAS. (10:47 AM)

Members of the Court heard from: Jim Walker, Chairman, Envision Central Texas; and Sally Campbell, Executive Director, Envision Central Texas.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we continue our membership and our financial participation.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	no
Precinct 4, Commissioner Margaret J. Gómez	yes

32. . NOTIFY COURT OF SATISFACTORY CONSTRUCTION OF THE PRIVATE STREETS IN STEINER RANCH PHASE 1, SECTION 6C AND RIVER DANCE PHASE 2, TWO SUBDIVISIONS IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (10:15 AM)

Clerk's Note: Item 32 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

33. CONSIDER AND TAKE APPROPRIATE ACTION ON A REVISED PRELIMINARY PLAN IN PRECINCT TWO: AVALON SUBDIVISION (1,470 TOTAL LOTS). (COMMISSIONER ECKHARDT) (10:15 AM)

Clerk's Note: Item 33 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

34. CONSIDER AND TAKE APPROPRIATE ACTION ON A FINAL PLAT FOR RECORDING IN PRECINCT THREE: SLAUGHTER CREEK ACRES, RESUBDIVISION OF LOT 1, BLOCK D (2 TOTAL LOTS). (COMMISSIONER DAUGHERTY) (10:15 AM)

Clerk's Note: Item 34 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

35. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR ROSS ROAD FROM HEINE FARM ROAD TO STONEY RIDGE PHASE B, SECTION ONE; THE STREETS AND DRAINAGE FOR STONEY RIDGE PHASE B, SECTION ONE SUBDIVISION; AND FOR ROSS ROAD FROM STONEY RIDGE PHASE B, SECTION ONE SUBDIVISION TO ITS INTERSECTION WITH THE OLD LOCATION OF ELROY ROAD, IN PRECINCT FOUR. (COMMISSIONER GÓMEZ) (10:15 AM)

Clerk's Note: Item 35 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

36. CONSIDER AND TAKE APPROPRIATE ACTION ON AN AMENDMENT TO THE ADVANCED FUNDING AGREEMENT FOR VOLUNTARY TRANSPORTATION IMPROVEMENT PROJECTS WITH THE STATE OF TEXAS AND TRAVIS COUNTY FOR PERMANENT TRAFFIC IMPROVEMENTS ON STATE HIGHWAY 71 AT FALCONHEAD WEST, IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (10:15 AM)

Clerk's Note: Item 36 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

37. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR RANCH AT DEER CREEK ROADWAY DEDICATION SECTION 1, RANCH AT DEER CREEK PHASE 1, SECTIONS 1 AND 2, RANCH AT DEER CREEK PHASE 2, SECTIONS 1 AND 2 AND A LICENSE AGREEMENT WITH THE DEER CREEK RANCH HOMEOWNERS ASSOCIATION, INC., IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (10:15 AM)

Clerk's Note: Item 37 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

38. CONSIDER AND TAKE APPROPRIATE ACTION ON A FIVE-MONTH EXTENSION OF AN EXISTING GRANT CONTRACT WITH TEXAS WATER DEVELOPMENT BOARD FOR A FLOOD PROTECTION PLANNING STUDY OF TRAVIS COUNTY. (9:15 AM)

Item 38 was pulled from the agenda.

OTHER ITEMS

39. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (10:15 AM)

Clerk's Note: Item 39 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 40. CONSIDER AND TAKE APPROPRIATE ACTION ON THE DISTRICT ATTORNEY'S FISCAL YEAR 2008 ASSET FORFEITURE REPORT AS REQUIRED BY CHAPTER 59.06 OF THE CODE OF CRIMINAL PROCEDURE. (10:15 AM)

Clerk's Note: Item 40 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 41. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT TO LOAN AGREEMENT WITH AMERICAN HONDA MOTOR COMPANY FOR TWO HONDA PERSONAL WATER CRAFT FOR LAW ENFORCEMENT PATROL FUNCTIONS ON LAKE TRAVIS. (10:15 AM)

Clerk's Note: Item 41 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court noted that the Travis County Sheriff is authorized to sign the amendment as requested.

- 42. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST FROM UNIVERSITY MEDICAL CENTER BRACKENRIDGE FOR RESOLUTION IN SUPPORT OF THE RAPID ANTICONVULSANT MEDICATION PRIOR TO ARRIVAL TRIAL (RAMPART), A COMPARISON OF TWO FDA APPROVED TREATMENTS FOR SEIZURES. (10:18 AM)

Clerk's Note: Item 42 is the action item for the public hearing on Agenda Item 2.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 42.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

43. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:15 AM)

A. A LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND JOHNSON COUNTY FOR THE USE OF I-JURY CODE DEVELOPED BY TRAVIS COUNTY;

B. AUTHORIZE THE TRAVIS COUNTY JUDGE TO EXECUTE THE SOFTWARE LICENSE AGREEMENT ON BEHALF OF TRAVIS COUNTY; AND

C. AUTHORIZE THE DIRECTOR OF INFORMATION AND TELECOMMUNICATIONS SYSTEMS OF TRAVIS COUNTY TO EXECUTE THE SAME SOFTWARE LICENSE AGREEMENT WITH OTHER COUNTIES ON BEHALF OF TRAVIS COUNTY WITHOUT FURTHER APPROVAL OF COMMISSIONERS COURT.

Items 43.A-C postponed.

44. **REVISED LANGUAGE:** CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER TO APPOINT PRESIDING JUDGES AND ALTERNATE PRESIDING JUDGES OF ELECTION PRECINCTS FOR THE NOVEMBER 4, 2008 JOINT GENERAL AND SPECIAL ELECTIONS. (1:58 PM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Daugherty to approve Item 44.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

45. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(2:13 PM)

- A. ADOPTION OF RESOLUTION ESTABLISHING A TRAVIS COUNTY GREEN INITIATIVE TO REVIEW COUNTY POLICIES AND PROCEDURES AND MAKE RECOMMENDATIONS TO THE COMMISSIONERS COURT FOR POLICY CHANGES TO PROMOTE SUSTAINABILITY AND INCREASED EFFICIENCY; AND
- B. APPOINTMENT OF NINE MEMBERS TO A TRAVIS COUNTY GREEN COMMITTEE TO OVERSEE AND IMPLEMENT THE GOALS OF THE GREEN INITIATIVE.

Clerk's Note: Items 45.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Gómez to approve Items 45.A&B.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

- 46. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD. ^{1 AND 2} (2:27 PM)

Clerk's Note: Judge Biscoe announced that Item 46 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 46 postponed until November 4, 2008.

- 47. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE WITH TEXAS ASSOCIATION OF COUNTIES TO LEASE 25 PARKING SPACES IN GARAGE LOCATED AT 1210 SAN ANTONIO STREET. ^{1 AND 2} (2:27 PM) (5:03 PM)

Clerk's Note: Judge Biscoe announced that Item 47 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to follow Staff recommendations and approve leasing the parking spaces, 25 parking slots at \$70.00 per slot, per month.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

48. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CONTRACT FOR THIRD PARTY ADMINISTRATION OF TRAVIS COUNTY SECTION 457 DEFERRED COMPENSATION PLAN WITH NATIONWIDE RETIREMENT SOLUTIONS. ¹ (2:27 PM) (5:03 PM)

Clerk's Note: Judge Biscoe announced that Item 48 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Daugherty that we approve the draft letter to County Employees providing an update regarding deferred compensation; that we authorize Staff to get with the Nationwide Retirement Services and Great West Retirement Services representatives to, basically, facilitate the transition; and that we express our appreciation to the Nationwide representatives for working with us on this project. The letter will be mailed by bulk mail, as recommended by Staff, to employees who participate in the Deferred Compensation Program.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

49. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. ¹ (2:27 PM) (5:04 PM)

Clerk's Note: Judge Biscoe announced that Item 49 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Commissioner Daugherty and seconded by Judge Biscoe to ask that Commissioner Sarah Eckhardt be allowed to participate in this thing with me, Commissioner Gerald Daugherty, in the event that I can't make one of the meetings.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 50. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE STATUS OF INVESTIGATION OF CLAIMS BY KAREN STEITL (INCLUDING THE CLAIMS IN EEOC CHARGE NO. 31C-2008-01470) AND CHUCK KELLEY (INCLUDING THE CLAIMS IN EEOC CHARGE 31C-2008-01736C) AND CLIMATE ASSESSMENT REVIEW OF HUMAN RESOURCES MANAGEMENT DEPARTMENT. ¹ (2:27 PM) (5:05 PM)

Clerk's Note: Judge Biscoe announced that Item 50 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

- 51. CONSIDER AND TAKE APPROPRIATE ACTION ON A COUNTER-OFFER FROM MS. CONSTANCE GILLEN FOR THE SALE OF PARCELS #4, 4EA, 4EB, 4EC AND 4ED AS NEEDED FOR RIGHT-OF-WAY IN THE 2001 BOND PROGRAM, MCKINNEY FALLS PARKWAY IMPROVEMENT PROJECT, IN PRECINCT FOUR. ^{1 AND 2} (2:27 PM) (5:05 PM)

Clerk's Note: Judge Biscoe announced that Item 51 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Daugherty that we approve the Staff recommendation to settle this matter for the sum of \$219,694.00, with the owner of the property to take care of the fencing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 52. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN POSSIBLE CLAIMS REGARDING LICENSE AGREEMENTS WITH THE TRAVIS COUNTY EXPOSITION CENTER. ¹ (2:27 PM) (5:07 PM)

Clerk's Note: Judge Biscoe announced that Item 52 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Tenley Aldredge, Assistant County Attorney.

No action required on Item 52.

53. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM PAUL HORNSBY FOR PERMISSION TO PREPARE APPRAISAL REPORT FOR PARKE PROPERTIES I, L.P., PARKE PROPERTIES II, L.P., AND GDF REALTY INVESTMENTS LTD. ^{1 AND 2} (2:27 PM) (5:06 PM)

Clerk's Note: Judge Biscoe announced that Item 53 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Daugherty that the Court send a letter to Paul Hornsby letting him know that the Commissioners Court has no problem or issue with him doing the appraisals for the properties.

Clerk's Note: The Motion died for lack of a Second.

Discussion only. No formal action taken.

54. RECEIVE STATUS REPORT AND TAKE APPROPRIATE ACTION REGARDING ISSUES RELATED TO CONTRACT BETWEEN TRAVIS COUNTY AND AUSTIN TRAVIS COUNTY LIVESTOCK SHOW AND CLAIMS RESULTING FROM THE 2008 STAR OF TEXAS FAIR AND RODEO. ¹
(2:27 PM) (5:07 PM)

Clerk's Note: Judge Biscoe announced that Item 54 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Tenley Aldredge, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Daugherty to:

- 1) Acknowledge our willingness to accept \$100,000.00 in settlement of the 2008 claims by Travis County;
- 2) Indicate our willingness to enter into a contract with the Livestock Association, Star of Texas Fair and Rodeo for the year 2009, and either a contract or contract amendment, with the general terms being payment of \$200,000.00, the reimbursement of utilities, and payment of any damages caused by the Association. There are some operational specifics that we need to discuss, and if Staff could draft those for us to share with the Association within the next week or two, we can see if we can come to agreement on those; and after we, basically, reach the agreement on 2009, we indicate our willingness to go and start negotiating long term contract modifications, if appropriate, as soon as possible, and in our view that will probably need to be after November 11, 2008; and,
- 3) Enter into negotiations regarding five or six issues that we have identified as being problematic, so we hopefully can come to terms on them as soon as possible.

A Clarification of the previous Motion was made by Judge Biscoe for:

- 1) Acceptance of \$100,000.00 to resolve 2008 claims;
- 2) Try to come to agreement on 2009. We need an operational agreement of some sort; and,
- 3) Commitment to negotiate the five or six points of disagreement long term, and we would begin those negotiations as soon as possible.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 55. CONSIDER AND TAKE APPROPRIATE ACTION ON EXECUTIVE MANAGERS' RECOMMENDED FINALISTS FOR THE POSITION OF INTERGOVERNMENTAL RELATIONS COORDINATOR. ³ (2:27 PM) (5:11 PM)

Clerk's Note: Judge Biscoe announced that Item 55 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

Clerk's Note: The Court thanked the Executive Managers for all their work on this issue.

- 56. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING WHETHER TO FILE SUIT TO RECOVER DAMAGES TO COUNTY-OWNED GUARDRAILS AGAINST THE FOLLOWING PERSONS: (2:27 PM) (5:12 PM)

- A. MARIA MALDONADO;
- B. CARL RICHARDSON;
- C. ROBERT ALBRIGHT;
- D. JOSHUA MACK;
- E. ARMANDO PROUTY;
- F. LEONARDO COSTILLA;
- G. ELIZABETH DURAN; AND
- H. WAYLON JENKINS. ¹

Clerk's Note: Judge Biscoe announced that Items 56.A-H would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we authorize the County Attorney's office to contact these individuals, to file suit if necessary to get the County reimbursed.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

57. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND GIVE DIRECTION REGARDING EFFORTS TO COLLECT COURT COSTS ASSOCIATED WITH COMMITMENT PROCEEDINGS CONDUCTED IN TRAVIS COUNTY ON BEHALF OF OTHER COUNTIES. ¹ (2:27 PM) (5:12 PM)

Clerk's Note: Judge Biscoe announced that Item 57 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we authorize the County Attorney to send a nicely and diplomatically worded letter to those Counties requesting payment of the sum owed Travis County, and indicating, because these have become such a burden for us, our inability to conduct such proceedings in the future for non-paying partners and clients.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

58. CONSIDER THE SUBMISSION OF A CLAIM TO RECEIVE PAYMENT UNDER A PROPOSED SETTLEMENT AGREEMENT IN GIBSON AND COMPANY INSURANCE BROTHERS, INC. V. QFA ROYALTIES, LLC AND TAKE APPROPRIATE ACTION. ¹ (2:27 PM) (5:13 PM)

Clerk's Note: Judge Biscoe announced that Item 58 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we authorize the County Attorney and the County Judge to sign a document that indicates that Travis County is willing to serve as a party to claim whatever compensation we are entitled to in this class action settlement.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON THE RECOMMENDATIONS FROM THE COMMITTEE EXAMINING THE TRAVIS COUNTY SHERIFF'S OFFICE CORRECTIONS STAFFING INCLUDING COMMITTEE MEMBERSHIP, CHARGE AND CRITERIA FOR STAFFING ANALYSIS. (11:38 AM)

Members of the Court heard from: Darren Long, Major, TCSO; and Bill Derryberry, Senior Budget Analyst, Planning and Budget Office (PBO).

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item A1.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- A2. CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER TO APPOINT THE PRESIDING JUDGE, ALTERNATE PRESIDING JUDGE, MANAGER, ASSISTANT MANAGER AND TABULATION SUPERVISOR OF THE CENTRAL COUNTING STATION; THE PRESIDING JUDGES OF RECEIVING SUBSTATIONS; AND THE PRESIDING JUDGE, ALTERNATE PRESIDING JUDGE; AND MEMBERS OF THE EARLY VOTING BALLOT BOARD FOR THE NOVEMBER 4, 2008 JOINT GENERAL AND SPECIAL ELECTIONS. (1:59 PM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Motion by Commissioner Daugherty and seconded by Commissioner Gómez to approve Item A2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, November 18, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of November 4, 2008**

C. Approved By: DANA DEBEAUVOIR
Dana DeBeauvoir, Travis County Clerk

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.
- III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.

MINUTES OF MEETING NOVEMBER 4, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 4th day of November 2008, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 9:58 AM.

The Commissioners Court reconvened the Voting Session at 10:42 AM.

The Commissioners Court adjourned the Voting Session at 10:44 AM.

CITIZENS COMMUNICATION

Members of the Court heard from: Ronnie Gjemre, Travis County Resident; Jimmy Castro, Travis County Resident; Jennifer Gale, Travis County Resident; and Don Smith, Chief, Travis County Fire Control, ESD #4. (9:15 AM)

Clerk's Note: Citizens Communication was revisited at 9:51 AM.

Members of the Court heard from: Don Smith, Chief, Travis County Fire Control, ESD #4; Tenley Aldredge, Assistant County Attorney; Sean Murphy, Firefighter Cadet Class 9; Luke Pittman, Firefighter Cadet Class 9; Aaron Flournoy, Firefighter Cadet Class 9; Wesley Porter, Firefighter Cadet Class 9; John Menchaca, Firefighter Cadet Class 9; Andrew Garcia, Firefighter Cadet Class 9; Miguel Hernandez, Firefighter Cadet Class 9; Nicholas Granados, Firefighter Cadet Class 9; Chris Vargas, Firefighter Cadet Class 9; Robert Kimble, Firefighter Cadet Class 9; Robert Acosta, Firefighter Cadet Class 9; Mark Gentry, Firefighter Cadet Class 9; Michael Swingler, Firefighter Cadet Class 9; Eric Brown, Firefighter Cadet Class 9; Harlen Bryant, Firefighter Cadet Class 9; Michael Hull, Firefighter Cadet Class 9; Joseph Fritzingler, Firefighter Cadet Class 9; Christopher Hudgins, Firefighter Cadet Class 9; and Joe Robinson, Firefighter, graduate Cadet Class 2. (9:51 AM)

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C2 and Items 1, 3, 4.A-C, 5, 6, 7, 8, 9, and 10. (9:26 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE SETTING A PUBLIC HEARING DATE FOR DECEMBER 9, 2008 TO RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, BLOCK A, AMENDED PLAT OF LOTS 16 AND 19, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17 AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A MARSHALL'S POINT SUBDIVISION (2 TOTAL LOTS). (COMMISSIONER DAUGHERTY)

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

1. CONSIDER AND TAKE APPROPRIATE ACTION ON A CASH SECURITY AGREEMENT WITH HIGHLAND HOMES, AUSTIN FOR SIDEWALK FISCAL FOR THE COMMONS AT ROWE LANE IIA, LOT 28, BLOCK O. (COMMISSIONER ECKHARDT) (9:26 AM)

Clerk's Note: Item 1 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

- 2. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REPEAL OF CHAPTER 72, "EMERGENCY ASSISTANCE POLICIES AND PROCEDURES," AND SUBSTITUTION OF THE NEW VERSION OF THAT CHAPTER 72. (9:28 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

Motion by Commissioner Daugherty **and seconded by** Commissioner Davis to approve Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court thanked all the departments that helped in the development of the new policies.

PLANNING AND BUDGET DEPT. ITEMS

- 3. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:26 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

NOVEMBER 4, 2008 VOTING SESSION

4. CONSIDER AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:26 AM)
 - A. GRANT CONTRACT WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE INTENSIVE IN-HOME FAMILY SERVICES PROGRAM IN THE JUVENILE PROBATION DEPARTMENT THAT WORKS WITH JUVENILES AND THEIR FAMILIES TO PREVENT FURTHER INVOLVEMENT IN THE JUSTICE SYSTEM;
 - B. GRANT CONTRACT WITH THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES TO CONTINUE TO SERVE AS THE REGIONAL PARTNERSHIP PROJECT LEAD IN YEAR TWO OF THE FIVE-YEAR PARENTING IN RECOVERY PROJECT; AND
 - C. RATIFY OR REJECT COUNTY JUDGE'S APPROVAL OF GRANT CONTRACT WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE AGAINST WOMEN FOR THE SUPERVISED VISITATION AND SAFE EXCHANGE GRANT PROGRAM FOR COUNSELING AND EDUCATION SERVICES.

Clerk's Note: Items 4.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that he had already signed the grant contract in Item 4.C, as waiting for the Court's approval would have caused the deadline to be missed.

ADMINISTRATIVE OPERATIONS ITEMS

5. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$278,558.66 FOR THE PERIOD OF OCTOBER 17 TO OCTOBER 23, 2008. (9:26 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

NOVEMBER 4, 2008 VOTING SESSION

PAGE 5

6. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:26 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

7. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS070350VR, SAMARITAN CENTER FOR THE MENTAL HEALTH YOUTH PROGRAM AND FAMILIES. (JUVENILE PROBATION) (9:26 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

8. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:26 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO PRINT 5000 FLYERS FOR 2008 BROWN SANTA PROGRAM AND APPROVE DISTRIBUTION WITH PAYROLL CHECKS ON NOVEMBER 14, 2008. (9:26 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

NOVEMBER 4, 2008 VOTING SESSION

10. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A JOINT ELECTION AGREEMENT FOR THE NOVEMBER 4, 2008 JOINT GENERAL AND SPECIAL ELECTIONS BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN, AUSTIN INDEPENDENT SCHOOL DISTRICT; COUPLAND INDEPENDENT SCHOOL DISTRICT, ROUND ROCK INDEPENDENT SCHOOL DISTRICT, EAST TRAVIS GATEWAY LIBRARY DISTRICT; LAZY NINE MUNICIPAL UTILITY DISTRICT NUMBER 1B, LAZY NINE MUNICIPAL UTILITY DISTRICT NUMBER 1C, LAZY NINE MUNICIPAL UTILITY DISTRICT NUMBER 1D, VISTA MUNICIPAL UTILITY DISTRICT, TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2, TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 6 AND TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 11. (9:26 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON ISSUES RELATED TO THE CONDUCT OF THE NOVEMBER 4, 2008 JOINT GENERAL AND SPECIAL ELECTIONS. (9:58 AM)

Item 11 not needed.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM PARSONS MOUNTED CAVALRY, A MOUNTED MILITARY ORGANIZATION OF THE CORPS OF CADETS AT TEXAS A&M UNIVERSITY, FOR WAIVER OR DISCOUNT OF FEE TO USE THE TRAVIS COUNTY EXPOSITION CENTER SHOW BARN TO BOARD HORSES FOR THANKSGIVING DAY PARADE. (9:32 AM)

Clerk's Note: The Court discussed the following recommendations:

- 1) A reduced fee of \$850.00 in place of the full fee of \$1,700.00;
- 2) The Parsons Mounted Cavalry will not use the stalls, and will clean the show barn to the Exposition Center Director's satisfaction;
- 3) The Parsons Mounted Cavalry will provide an insurance policy and a waiver of liability;
- 4) A license agreement reflecting the special terms and conditions recommended will be executed; and,
- 5) Michael Norton, Director, Travis County Exposition Center to be authorized to sign the license agreement.

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; and Tenley Aldredge, Assistant County Attorney.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to go forward with the recommendation that the County Judge made. I want to make sure this goes through accordingly with the discounted amount; and also with the License Agreement between the Commissioners Court and the party, to allow this event to take place for the \$850.00 discount fee.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

13. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. ¹ (9:15 AM)

Clerk's Note: Judge Biscoe announced that Item 13 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 13 postponed.

14. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE SELECTION OF PERSON TO FILL INTERGOVERNMENTAL RELATIONS COORDINATOR POSITION. ³ (9:58 AM) (10:42 AM)

Clerk's Note: Judge Biscoe announced that Item 14 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

No action required on Item 14.

Item 14 to be reposted on November 7, 2008.

COUNTY RECEIVED
#

13

Travis County Commissioners Court Agenda Request

Voting Session 11/18/2008

Work Session _____

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR

B. Requested Text: Approve setting a public hearing date on December 9, 2008 to receive comments regarding proposed street name changes from Sandpiper Spot Trail to "Stanley Robin Lane" and Sandpiper Perch Lane to "Nesting Mockingbird Trail" in Park at Blackhawk Phase 6 Section 1, Precinct 2.

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct Two

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

Austin American Statesman

Gayla Dembkowski - 854-9383

Jaime Garcia - Sign Shop

Don Ward - 854-9383

Howard Herrin- 854-9383

Stephanie Jensen - fax 974-0933

Richard Duane - 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

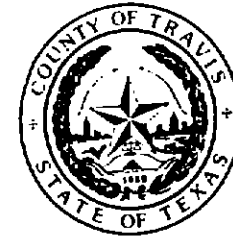
Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436

November 5, 2008

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, TNR Executive Manager

SUBJECT: Request approval of proposed street name changes for two streets in Park at Blackhawk Phase 6 Section 1 Subdivision in Precinct 2.

Summary and Staff Recommendation:

The Travis County Address Coordinating Committee received a request from a developer to change two street name names in a recently recorded subdivision. The owner made the request prior to homes being built.

The request is to change Sandpiper Spot Trail to "Stanley Robin Lane" and Sandpiper Perch Lane to "Nesting Mockingbird Trail". The fee of \$470.00 has been paid.

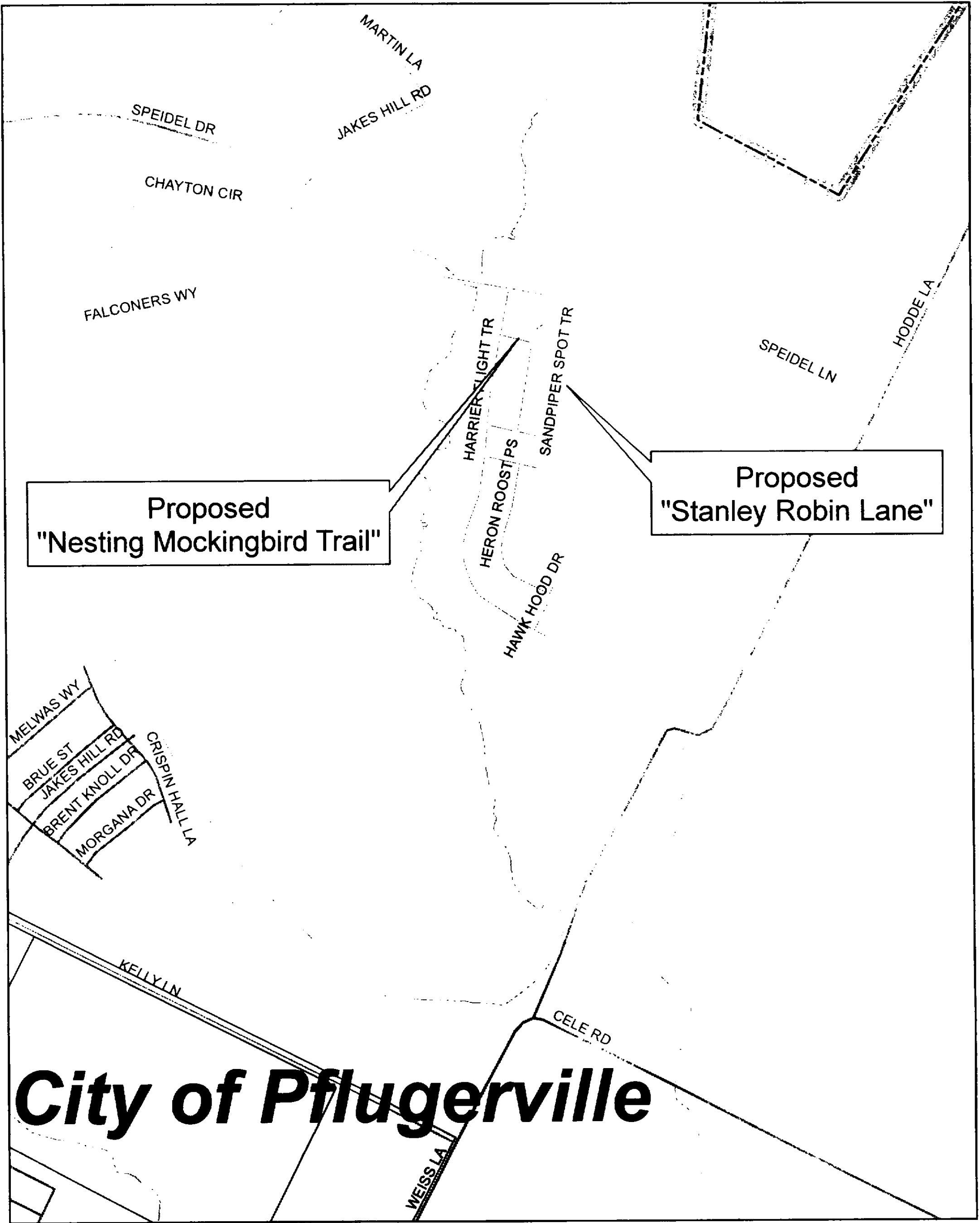
Staff recommends approval of these street name changes, which has been cleared through 911 Addressing staff. We are requesting a public hearing date of December 9, 2008 pursuant of these street name changes.

Exhibits:

Map

CJ;gd

1105 Park at Blackhawk Ph 6 Section 1



City of Pflugerville

Tiemann Land and Cattle Development, Inc.

RECEIVED

NOV 05 2008

TNR

Gayla Dembkowski
Travis County –Transportation & Natural Resources
411 W. 13th Street
Austin, Texas 78767

Dear Gayla:

Per our recent e-mail conversation we are requesting the change of two of our local street names. Enclosed with this request please find a check for \$470.00 made payable to Travis County for this purpose.

The first request is to change *Sandpiper Spot Trail* to *Stanley Robin Lane*. This street is located in the Park at Blackhawk VI, Section 1.

The second request is to change *Sandpiper Perch Lane* to *Nesting Mockingbird Trail*. This street is also located in Park at Blackhawk VI, Section 1.

The purpose for this request is to eliminate two street names that are very similar to existing names within the community.

Thank you for your assistance with this matter. If you have any questions about this, please call me at (512) 922-1933.

Respectfully Submitted,

Bryan Holubec
Development Manager

Enclosure: Check number 56876 for \$470.

ST. MARTIN SAVV AT WASH

SUBTOTAL	470.00
TAX	0.00
TOTAL	470.00
TENDERED	500.00
CHARGE	30.00

ST. MARTIN SAVV AT WASH

ST. MARTIN SAVV AT WASH

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ST. MARTIN SAVV AT WASH

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has received a request to change two street names; and

WHEREAS, the developer is the only property owner; and

WHEREAS, a public hearing was held on December 9, 2008, pursuant to the street name changes; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the easement be named as follows:

PRECINCT TWO:

SANDPIPER SPOT TRAIL TO "STANLEY ROBIN LANE"
SANDPIPER PERCH LANE TO "NESTING MOCKINGBIRD TRAIL"

PASSED AND ADOPTED THE _____ DAY OF _____, 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

RON DAVIS,
COMMISSIONER, PCT. ONE

SARAH ECKHARDT,
COMMISSIONER, PCT. TWO

GERALD DAUGHERTY,
COMMISSIONER, PCT. THREE

MARGARET GOMEZ
COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, DECEMBER 9, 2008 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR STREET NAME CHANGES.

THESE ROADS ARE NEAR PFLUGERVILLE, TEXAS TO BE CHANGED FROM SANDPIPER SPOT TRAIL TO "STANLEY ROBIN LANE" AND SANDPIPER PERCH LANE TO "NESTING MOCKINGBIRD TRAIL".

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-9383.

WS # _____

RECEIVED
COUNTY JUDGE'S OFFICE

VS # _____

C4

08 NOV 12 PM 2:52

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session ¹⁸ ~~11/07/08~~

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Approve setting a Public Hearing on December 9, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 7.5' public utility easement located along rear lot line of Lot 13, Block N of Twin Creeks Country Club, Section 8 – a subdivision in Travis County, Precinct 3.

C. Approved by: _____

Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached?*

Yes X No ___

*Any backup material to be presented to the court must be submitted with this Agenda.

Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?

Yes X No ___ Please list those contacted and their phone number.

AB John Hille - 854-9415 Austin American-Statesman
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

III. PERSONNEL

___ A change in your department's personnel (reclassifications, etc.)

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately.

- ___ Additional funding for your department
- ___ Transfer of funds within your department budget
- ___ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


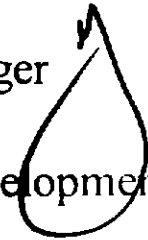
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

MEMORANDUM

DATE: November 7, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services 

SUBJECT: Approve setting a Public Hearing on December 9, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 7.5' public utility easement located along rear lot line of Lot 13, Block N of Twin Creeks Country Club, Section 8 – a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request to vacate 7.5' public utility easement (PUE) located along the rear lot line of Lot 13, Block N within Twin Creeks Country Club, Section 8. This lot fronts on Farleigh Lane, a street maintained by Travis County. The purpose for this vacation is so that lot improvements will not be considered encroaching on the subject PUE.

The utility companies operating in the area have stated that they have no objection to vacating this portion of the easement. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for these easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Page 2

November 7, 2008

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the portions of easements as described in the attached field notes and sketch.

Exhibits:

Order of Vacation

Letter of Request

Field Notes and Sketch

Statements from utility companies (4)

Maps

PS:AB:ps

1105 Farleigh Lane

08-PUE-09

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of 7.5' public utility easement located along the rear lot line of Lot 13, Block N of Twin Creeks County Club, Section 8 as recorded at Document #200300225 of the Plat Records of Travis County, Texas, so that lot improvements are not encroaching on the subject public utility easement; and

WHEREAS, utility providers serving the area have indicated that they have no need for the 7.5' public utility easement requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the 7.5' public utility easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on December 9, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 7.5' public utility easement located along the rear lot line of Lot 13, Block N of Twin Creeks Country Club, Section 8, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

KELLY & ERIK COTTRELL

2605 FARLEIGH LANE
CEDAR PARK, TX 78613
512-219-1291

OCTOBER 20, 2008

PAUL SCOGGINS
PLANNING & ENGINEERING SERVICES
TRAVIS COUNTY
PO 1748
411 W, 13TH STREET
AUSTIN, TX 78767-1748

TRAVIS COUNTY ENGINEERING & PLANNING:

WE HEREBY SUBMIT THIS REQUEST TO MODIFY THE COUNTY RECORDS OF THE PROPERTY LISTED BELOW TO REFLECT THE RELEASE OF A 7.5' UTILITY EASEMENT THAT RUNS ALONG THE BACK OF OUR PROPERTY. ENCLOSED YOU WILL FIND SIGNED RELEASES FROM ALL RELEVANT UTILITY COMPANIES. WE HAVE ALSO ENCLOSED A COPY OF THE RECENT SURVEY AND SURVEY FIELD NOTES. THE PROPERTY DESCRIPTION IS AS FOLLOWS:

LOT 13, BLOCK N
TWIN CREEKS COUNTRY CLUB
SECTION 8 SUBDIVISION

PLEASE LET US KNOW HOW TO PROCEED WITH OUR REQUEST. ALSO, WE'D LIKE TO THANK YOU FOR THE HELP THE COUNTY OFFICE GAVE US IN UNDERSTANDING THIS PROCESS.

SINCERELY,


KELLY & ERIK COTTRELL

ALL POINTS SURVEYING, INC.

EXHIBIT "A"

LEGAL DESCRIPTION OF .005 ACRE (238 SQUARE FEET) TRACT OF LAND OUT OF LOT 13, BLOCK N, TWINCREEKS COUNTRY CLUB, SECTION 8 AS RECORDED IN DOCUMENT NO. 200300228 OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found at the Southwesterly corner of said Lot 13, same being at the Southeasterly corner of Lot 14, same being in the Northerly line of a tract of land conveyed to Twin Creeks Holdings, LTD. as recorded in Document No. 2000116695 of the Official Public Records of Travis County, Texas for the Southwesterly corner of the herein described tract of land;

THENCE N 21° 42' 50" E with the Westerly line of said Lot 13 common with the Easterly line of said Lot 14 a distance of 3.40 feet to a point for the Northwesterly corner of the herein described tract of land;

THENCE S 80° 38' 25" E through and across said Lot 13 a distance of 71.88 feet to a point in the Easterly line of said Lot 13 common with the Westerly line of Lot 12 to a point for the Northeasterly corner of the herein described tract of land;

THENCE S 29° 97' 54" W with the Easterly line of said Lot 13 common with the Westerly line of said Lot 12 a distance of 3.53 feet to an iron rod found at the Southeasterly corner of said Lot 13, same being at the Southwesterly corner of said Lot 12, same being in the Northerly line of said Twin Creeks Holdings, LTD. tract of land for the Southeasterly corner of the herein described tract of land;

THENCE N 80° 38' 25" W with the Southerly line of said Lot 13, same being the Northerly line of said Twin Creeks Holdings, LTD. tract of land a distance of 71.41 feet to the POINT-OF-BEGINNING containing .005 acre (238 square feet) of land more or less.

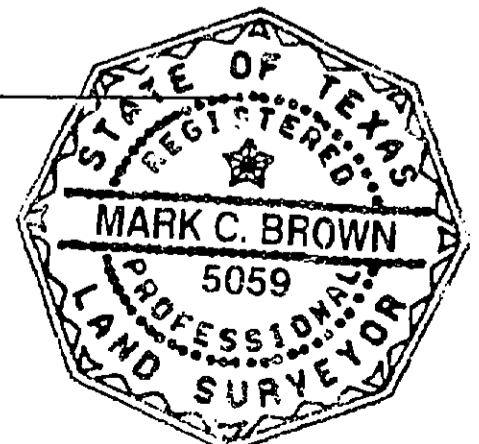
The Bearing Basis for the herein described tract of land is the Northerly line of said Lot 13 which chord bears N 64° 35' 30" W a distance of 85.72 feet, having an arc distance of 85.78 feet and a radius of 656.06 feet.

Mark C. Brown

MARK C. BROWN
R.P.L.S. No. 5059
JOB No. 09B22208

9-17-08

Date



SCALE 1"=20'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

TWIN CREEKS HOLDING, LTD.
 DOC# 2000116695
 REMAINDER OF TRACT 1

- METAL FENCE
- WOOD FENCE
- A/C UNIT
- ELEC. TRANS.
- GAS METER
- ELEC. METER
- WATER METER
- TELE. PED.
- TELE. COMM.
- LIGHT STANDARD
- IRON ROD FND.

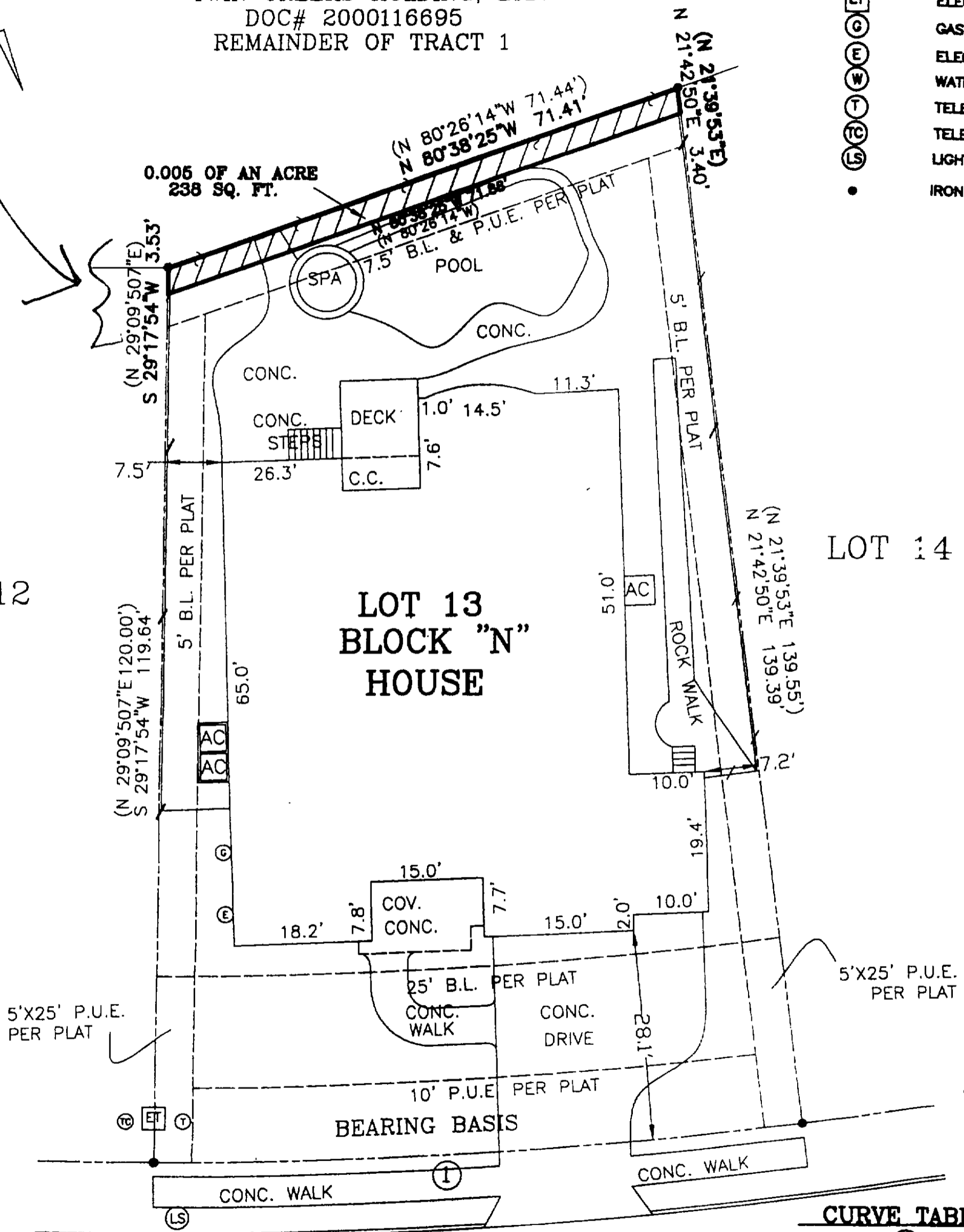


0.005 OF AN ACRE
 238 SQ. FT.

LOT 12

LOT 13
 BLOCK "N"
 HOUSE

LOT 14



CURVE TABLE

①

C=N 64°35'30"W 85.72'
 A=85.78' R=658.06'
 (C=N 64°35'30"W 85.87')
 (A=85.73')

2605 FARLEIGH LANE (50' R.O.W.)

LOT No.	13	BLOCK	"N"	SUBDIVISION / ADDITION	TWIN CREEKS COUNTRY CLUB
SECTION	8	PHASE		DOC#	200300228
LINE		COUNTY, TEXAS		Page(s)	
CITY	TRAVIS			Volume	
				Cabinet	
				Slide	
				PLAT RECORDS	
				Reference:	ERIK COTTRELL AND KELLY COTTRELL

	By	Date
FIELD WORK	GD	08-13-08
DRAFTING	MM	
FINAL CHECK	MCB	
CORRECTIONS		

RELEASE OF EASEMENT

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

WHEREAS, Twin Creeks Holdings, Limited, as previous owner of all lots in Twin Creeks Country Club, Section 8, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Twin Creeks Country Club, Section 8 Subdivision, said easement being recorded in Document Number 200300228 of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated easements referred to hereinabove include and are comprised in part by a strip of land seven and one half (7.5) feet in width along the back lot line of all lots within Twin Creeks Country Club, Section 8 Subdivision, in Travis County, Texas; and,

WHEREAS, Kelly Cottrell and Erik Cottrell, as owners of Lot 13, Block N in Twin Creeks Country Club, Section 8 Subdivision, desires that the said seven and one half (7.5) foot public utility easement along the back lot line in Twin Creeks Country Club, Section 8 Subdivision, be abandoned and released in full; and

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said seven and one half (7.5) foot public utility easement along the back lot line of Lot 13, Block N in Twin Creeks Country Club, Section 8 Subdivision, in Travis County, Texas, and referred to herein above.

EXECUTED: October 14, 2008

PEDERNALES ELECTRIC COOPERATIVE, INC.

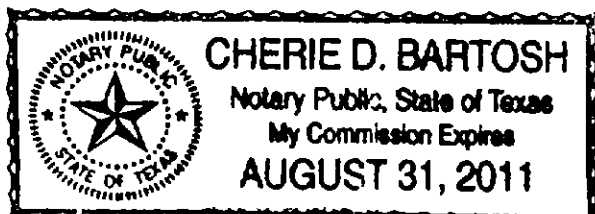
BY: DiAnn Hamilton
DiAnn Hamilton
District Engineering Supervisor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared DiAnn Hamilton, District Engineering Supervisor of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE October 14, 2008.

Cherie D. Bartosh
Notary Public in and for
The State of Texas



**STATE OF TEXAS
COUNTY OF TRAVIS**

RELEASE OF EASEMENT

WHEREAS, the plat of Twin Creek Country Club, Section 8, Cedar Park, Texas, a subdivision in the County of Travis, of record in Document 200300228, of the Plat Records of Travis County, Texas, and said record reflects a 7.5 foot PUE easement on the rear property line of Lot 13, Block N, of said subdivision, of record in Document 2004156961, Property Records of Travis County, Texas, and as applicant requests the release of said easement on said property, said property located at 2605 Farleigh Lane, AND:

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easement as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon this easement, the undersigned do hereby abandon all right, title and interest in and to this easement, as described, on the above addressed property, in said subdivision.

EXECUTED this 7th day of October, 2008

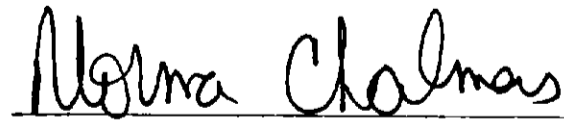

MGR.-ENG. DESIGN

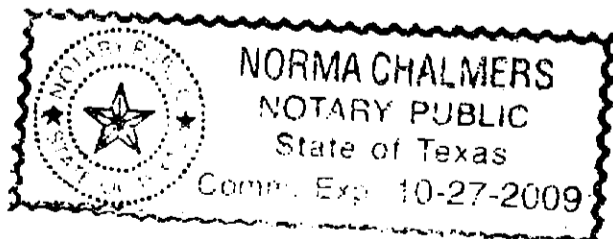
SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Michael Thurman, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10th day of October, 2008


Notary Public, State of Texas
My commission expires 10-27-2009






TEXAS GAS SERVICE
A DIVISION OF ONEOK

10/3/08

To Whom It May Concern:

Texas Gas Service has no objections to the **partial** or complete release of the Public Utility Easement behind 2605 Farleigh Lane; Cedar Park, TX 78613. Please contact me if you have any questions, comments or concerns.

Thanks



Chris Landgraf
Engineering Department
Texas Gas Service
(512) 465-1131 – office
(512) 465-1104 – fax
clandgraf@txgas.com

Time Warner Cable
10112 North McFar Expressway
Austin, TX 78758

TEL: 512-485-5550
FAX: 512-485-6417
http://www.time WarnerCable.com



September 30, 2008

Erik & Kelly Cottrell
2605 Farleigh Lane
Cedar Park, TX 78613
512-219-1291

Subject: Easement Release for 2605 Farleigh Lane, Lot 13, Block N, in Twin Creeks Country Club, Section 8, Subdivision, in Travis County, City of Cedar Park, Texas.

To Whom It May Concern,

Time Warner Cable (TWC) does not have facilities in the easement area and will release the 7.5 foot portion of the rear easement at the address of 2605 Farleigh Lane for the construction of a pool.

If there are any questions please feel free to contact me at 512/485-6417.

A handwritten signature in black ink that reads "Laurie Schumpert". The signature is written in a cursive style and is positioned above the printed name.

Laurie Schumpert
Time Warner Cable
Designer
Design and Construction Department



September 19, 2008

Ms. Kelly Cottrell
2605 Farleigh Lane
Cedar Park, TX 78613

Re: Public Utility Easement Release for Twin Creeks Country Club Sec. 8, Block N, Lot 13
2605 Farleigh Lane, Cedar Park, TX 78613

Dear Ms. Cottrell:

The City of Cedar Park does not have any water or wastewater facilities within the easement that you are proposing to vacate. This easement is described as a seven and one-half foot PUE along the rear lot line of the above referenced tract. The City does not foresee a need for future installation of City utilities within this easement and hereby abandons and releases this easement in full.

Sincerely,

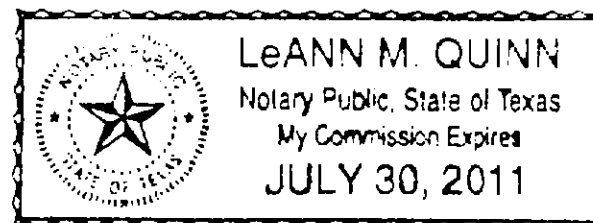
Alan Green
Senior Engineering Associate
City of Cedar Park, TX
(512) 401-5352

STATE OF TEXAS §

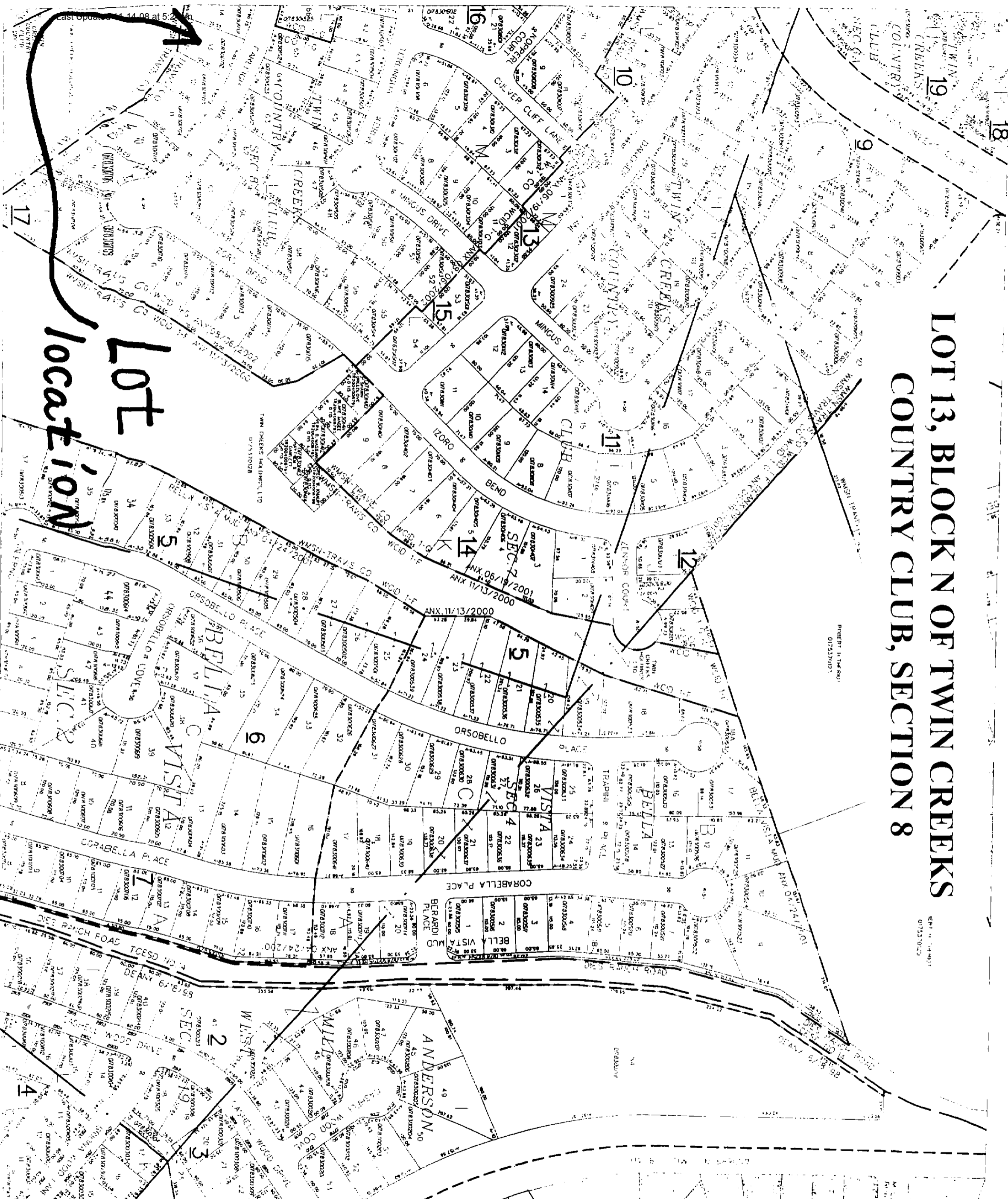
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this 19th day of September
2008 by Alan Green of the City of
Cedar Park, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8



Lot location

17830
 17831
 17832
 17833
 17834
 17835
 17836
 17837
 17838
 17839
 17840
 17841
 17842
 17843
 17844
 17845
 17846
 17847
 17848
 17849
 17850

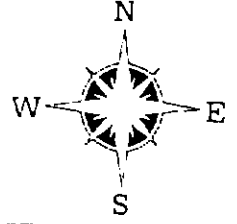
TRAVIS CENTRAL APPRAISAL DISTRICT
 514 Cross Park Drive
 Austin, Tx 78754
 Internet Address WWW.TRAVISCAD.ORG
 Main Telephone Number (512)834-9317
 Fax Number (512)835-5371
 Appraisal Information (512)834-9336
 TDD (512)836-1528

ABBOTT ROAD
 AUSTIN COMMUNITY COLLEGE
 TEXAS NO. 4
 WASH-TRAVIS CO WCD 1-G
 TRAVIS COUNTY

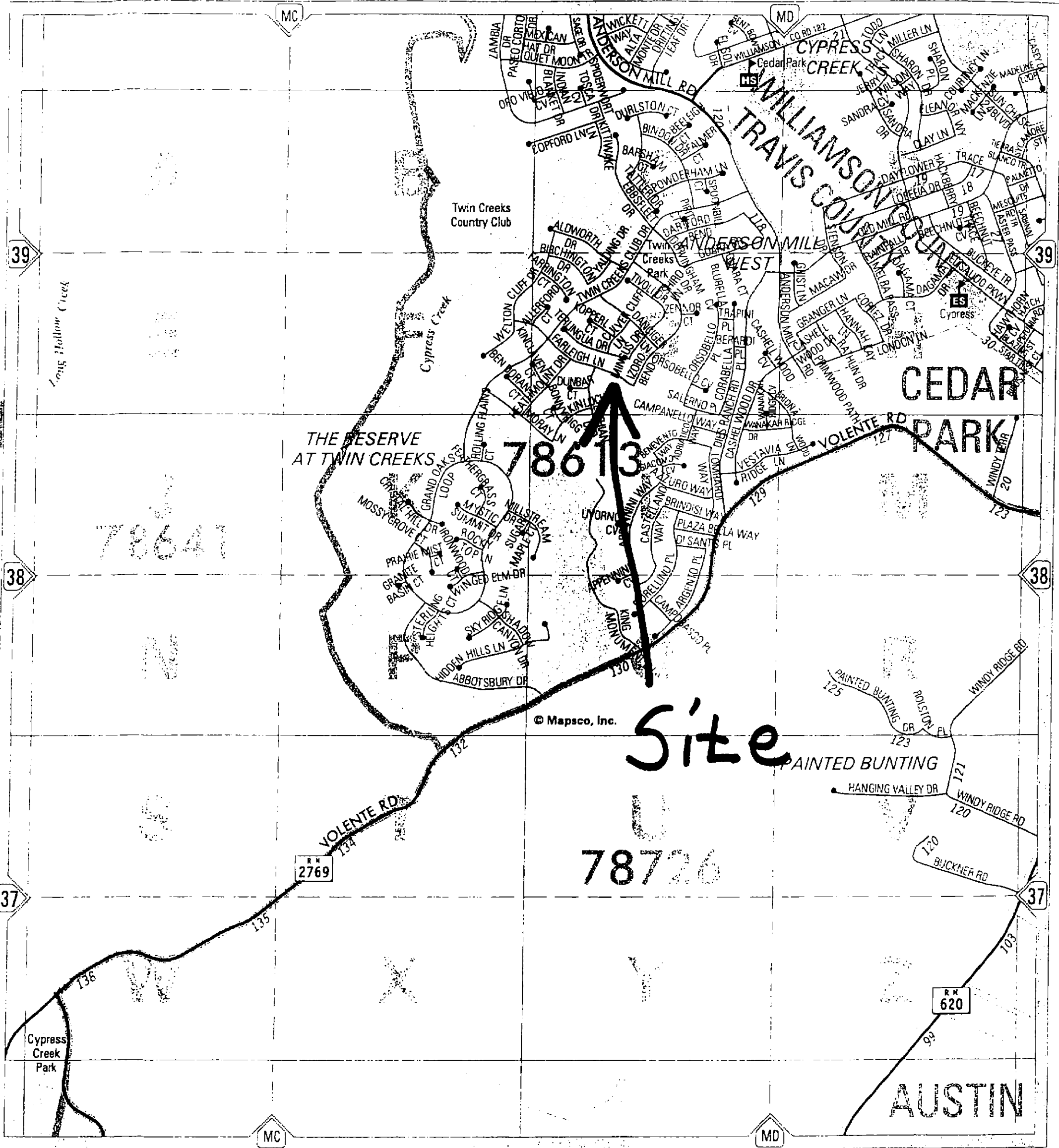
LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8

432

THIS PAGE ALSO APPEARS IN THE MAPSCO WILLIAMSON COUNTY STREET GUIDE AS PAGE 432.



CONTINUED ON MAP 402



© Mapsco, Inc.

Site

78613

78641

78726

CONTINUED ON MAP 431

CONTINUED ON MAP 462

CONTINUED ON MAP 433

SCALE IN MILES



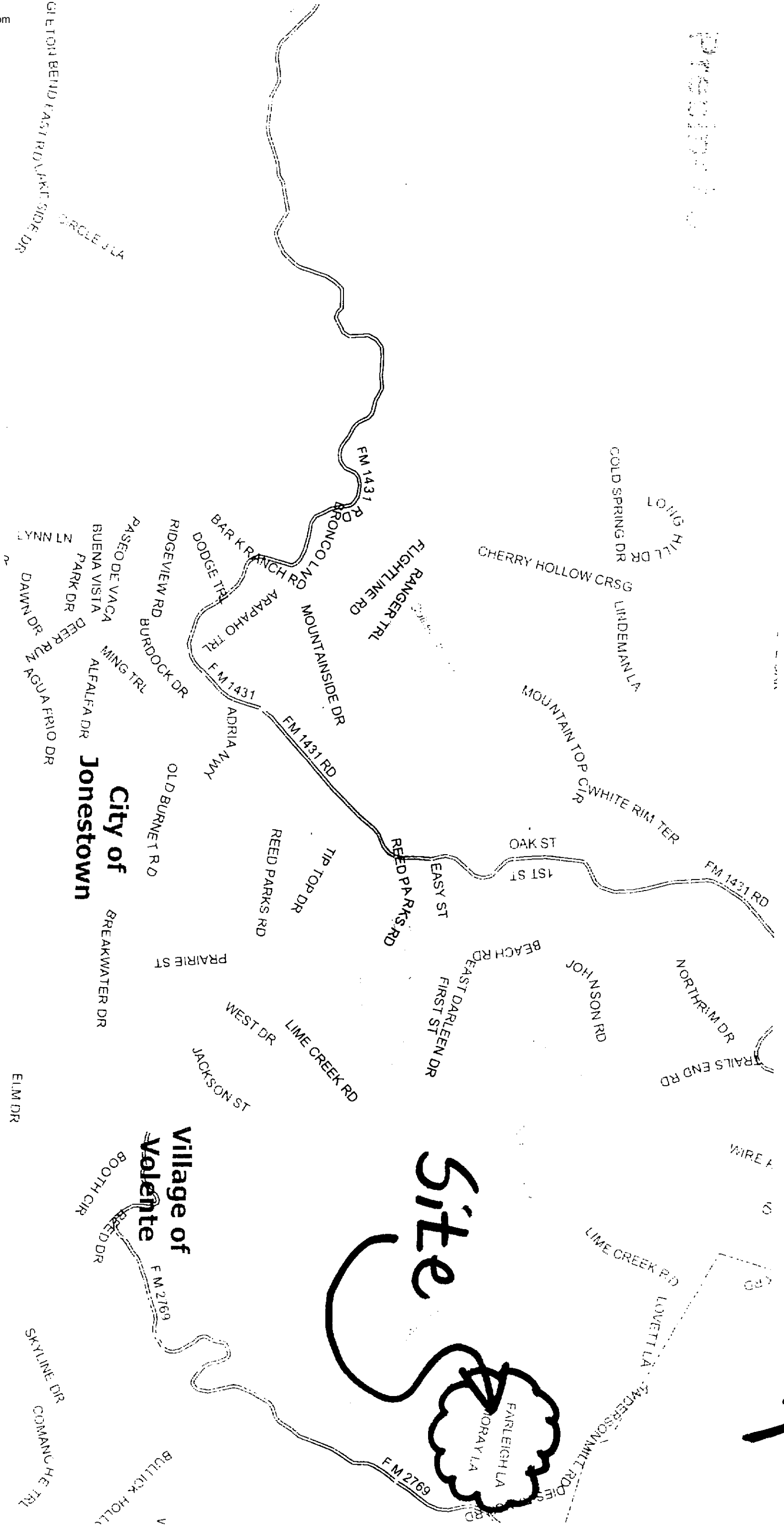
SCALE IN FEET



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LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8

Proposed



City of
Jonestown

Village of
Valente

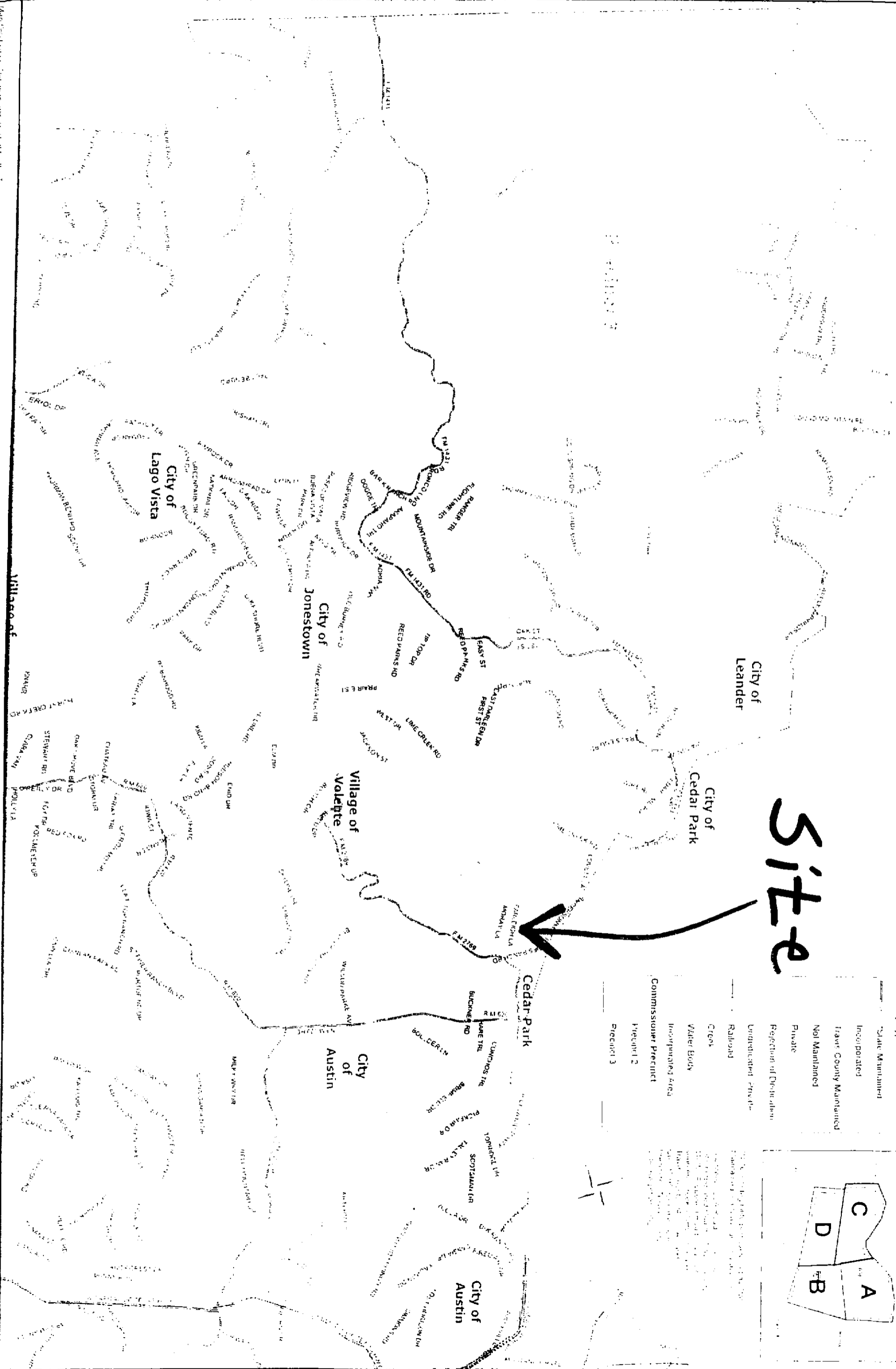
Site



FARLEIGH LA
MORAY LA

LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8

Site



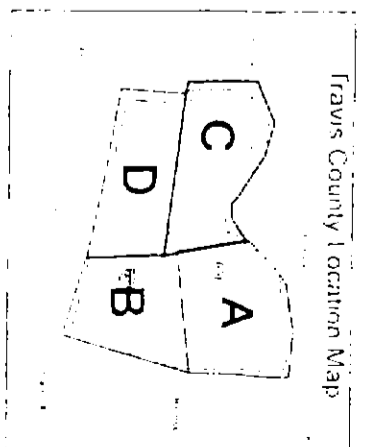
Travis County Roadways, Map C

Map prepared by Travis County Engineering Department, 11-14-08
 Date of last update: 11-14-08
 Scale: 1" = 1/2 mile
 Source: Travis County Engineering Department, 11-14-08
 This map is for informational purposes only and should not be used as a legal document.

Map prepared by Travis County Engineering Department, 11-14-08
 Date of last update: 11-14-08
 Scale: 1" = 1/2 mile
 Source: Travis County Engineering Department, 11-14-08
 This map is for informational purposes only and should not be used as a legal document.

Legend

Roadway Type	State Maintained
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Unimproved Area
	Commissioner Precinct
	Precinct 2
	Precinct 3



TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session November 18, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve payment for the State Jail Visitor Center project,

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

08 NOV 12 AM 9:53
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: November 18, 2008

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: State Jail Visitation Center

Payment for State Jail Project

Facilities Management Department sent four payment requests for the construction of the Visitor Center.

The payments requests total \$250,836.70, payable to Trimbuilt Construction, Inc., the general contractor, and \$2,053.00 payable to Z-Non Electric, Inc.

The Corporation's budget provides funds to pay the invoices.

Construction has been substantially completed. Facilities Management will give a status report.

Attached are the invoices and a memorandum from the Facilities Management Department.

Staff recommends approval of the request.

cc: Cliff Blount, Attorney
Rodney Rhoades, Executive Manager, Planning and Budget
Alicia Perez, Executive Manager, Administrative Operations
Roger El-Khory, M.S., P.E., Director, Facilities Management
Kimberly Pierce, Criminal Justice Planning Manager
John Hille, County Attorney's Office
Jim Barr, AIA, Sr. Project Manager
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst

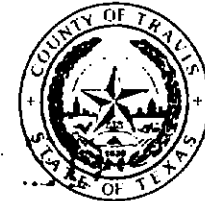
State Jail Visitation Center
Budget for the Project

Board Approved Budget \$ 275,000.00

<u>Expenditures</u>	<u>Date of Check</u>	<u>Amount</u>	
Texas Licensing and Regulation	12/13/2007	775.00	
Trinbuilt Construction	7/15/2008	5,378.30	
Jim Barr (reimbursements)	7/15/2008	123.30	
PSI, Inc.	9/2/2008	<u>1,205.50</u>	<u>(7,482.10)</u>
Balance as of November 18, 2008			267,517.90
Trinbuilt Construction	11/18 agenda	79,103.18	
Trinbuilt Construction	11/18 agenda	161,949.94	
Trinbuilt Construction	11/18 agenda	9,783.58	
Z-Non Electric, Inc.	11/18 agenda	<u>2,053.00</u>	<u>(252,889.70)</u>

Balance of Visitation Budget in invoice approved on Nov. 18th. \$ 14,628.20

(a \$25,000 donation has been received and deposited into the Corporation's bank account)



FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9861 • Fax: (512) 854-2526

08 NOV 11 AM 9:25

MEMORANDUM

TRAVIS COUNTY
PLANNING & BUDGET OFFICE
FMD Project: SJAIL-01-08X-111
FILE: 102

TO: Harvey Davis, Manager, Housing Finance Corporation

VIA: Roger A. El Khoury, M.S., P.E., Director

FROM: Jim Barr, AIA, Sr. Project Manager

DATE: November 3, 2008

SUBJECT: State Jail Visitor Center
Payment Request

Facilities Management Department requests that payment be made for the August and September pay applications to Trimbuilt Construction, Inc. in the amounts of \$79,103.18 for August and \$161,949.94 for September. The total payment will be \$241,053.12. Previous payment was \$5,378.30 and the total contract amount is \$269,700.00. The remaining balance is \$23,268.58. The attached invoices from Trimbuilt Construction, Inc., the general contractor for the project, have been reviewed and are fair and reasonable.

Construction has been substantially completed. Several light fixtures have been on back-order but are expected to be installed very soon.

If you have questions or need additional information please contact Jim Barr, AIA, at 854-9190.

ATTACHMENTS:

- 1) Pay Application No. 9719 from Trimbuilt Construction, Inc.
- 2) Pay Application No. 9792 from Trimbuilt Construction, Inc.

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Richard Avery, Architectural Associate

(OWNER): Travis County Purchasing Ofc
 1010 Lavaca St.
 7th Fl.
 Austin, TX 78701
 From: Trimbuilt Construction, Inc.
 P. O. Box 80169
 Austin, TX 78708-0169

Project: State Jail Visitors Center
 8101 FM 969
 Precinct TRAVIS COUNTY - FMD
 Austin, TX 78724 RECEIVED

Application No: 2
 Invoice No: 9719
 Period To: 8/30/2008
 Architect's
 Project No: 4704
 Invoice Date: 8/30/2008
 Contract Date: 4/28/2008

Via(Architect):

8-28-08

INITIAL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	0.00

1. ORIGINAL CONTRACT SUM (Does Not Include Tax) \$ 269,700.00
2. Net change by Change Orders..... \$ 0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2)..... \$ 269,700.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 88,927.87
5. RETAINAGE..... \$ 4,446.39
6. TOTAL EARNED LESS RETAINAGE..... \$ 84,481.48
(Line 4 less Line 5)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 5,378.30
(Line 6 from prior Certificate)
8. SALES TAX..... \$ 0.00
9. CURRENT PAYMENT DUE..... \$ 79,103.18
10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 185,218.52
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Trimbuilt Construction, Inc.

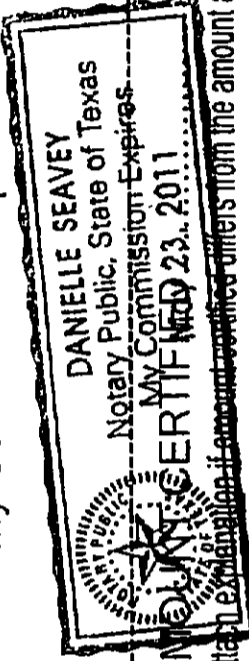
By: *[Signature]* Date: 8-28-08

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

State of: Texas County of: Travis
 Subscribed and sworn to before me this 20th day of Aug, 20

Notary Public: *[Signature]*
 My Commission expires:



ARCHITECT:

By _____ Date _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application Number: 2
 Application Date: 8/30/2008
 Period To: 8/30/2008
 Architect's Project No: 4704

Last Updated 11-14-08 at 5:24pm

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)						
1	Electrical	39,250.00	0.00	0.00	0.00	0.00	0.00	39,250.00	0.00
2	HVAC	17,940.00	0.00	1,794.00	1,794.00	0.00	1,794.00	16,146.00	89.70
3	Plumbing	27,000.00	0.00	8,100.00	8,100.00	0.00	8,100.00	18,900.00	405.00
4	Painting	10,625.00	0.00	0.00	0.00	0.00	0.00	10,625.00	0.00
5	Flooring	1,087.00	0.00	0.00	0.00	0.00	0.00	1,087.00	0.00
6	Millwork	3,960.00	0.00	0.00	0.00	0.00	0.00	3,960.00	0.00
7	Drywall	64,389.00	0.00	16,097.25	16,097.25	0.00	16,097.25	48,291.75	804.86
8	Glass & Glazing	9,556.44	0.00	9,556.44	9,556.44	0.00	9,556.44	0.00	477.82
9	Roofing	7,750.00	0.00	0.00	0.00	0.00	0.00	7,750.00	0.00
10	Restroom Partitions	2,453.44	0.00	0.00	0.00	0.00	0.00	2,453.44	0.00
11	Concrete	39,675.00	0.00	39,675.00	39,675.00	0.00	39,675.00	0.00	1,983.75
12	Fire Extinguishers	219.00	0.00	0.00	0.00	0.00	0.00	219.00	0.00
13	General Conditions	28,795.12	525.60	8,062.63	8,062.63	0.00	8,588.23	20,206.89	429.41
14	Overhead & Profit	17,000.00	356.95	4,760.00	4,760.00	0.00	5,116.95	11,883.05	255.85
Totals		269,700.00	882.55	88,045.32	88,927.87	0.00	88,927.87	180,772.13	4,446.39

To(OWNER): Travis County Purchasing Ofc
1010 Lavaca St.
7th Fl.
Austin, TX 78701
From: Trimbuilt Construction, Inc.
P. O. Box 80169
Austin, TX 78708-0169

Project: State Jail Visitors Center
8101 FM 969
Precinct 1 TRAVIS COUNTY - FMD
Austin, TX 78724 RECEIVED
Application No: 3
Invoice No: 9792
Period To: 9/30/2008
Architect's
Project No: 4704
Invoice Date: 9/30/2008
Contract Date: 4/28/2008

Via(Architect):

INITIAL _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM (Does Not Include Tax) \$ 269,700.00
2. Net change by Change Orders..... 0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2)..... \$ 269,700.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 259,401.49
5. RETAINAGE..... \$ 12,970.07
6. TOTAL EARNED LESS RETAINAGE..... \$ 246,431.42
(Line 4 less Line 5)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 84,481.48
(Line 6 from prior Certificate)
8. SALES TAX..... \$ 0.00

9. CURRENT PAYMENT DUE \$ 161,949.94

10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 23,268.58
(Line 3 less Line 6)

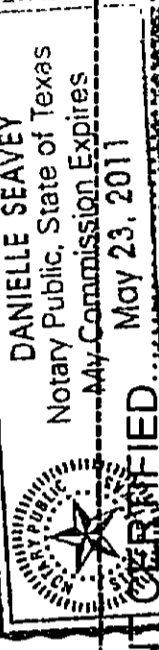
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Trimbuilt Construction, Inc.

By: *[Signature]* Date: 9/26/08

State of: Texas County of: Texas
Subscribed and sworn to before me this 26th day of Sept., 2008

Notary Public: *[Signature]*
My Commission expires: _____



AMOUNT CERTIFIED..... \$
(Attach explanation if amount certified differs from the amount applied for.)

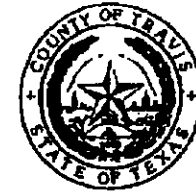
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:

By _____ Date _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)						
1	Electrical	39,250.00	0.00	35,325.00	0.00	0.00	35,325.00	3,925.00	1,766.25
2	HVAC	17,940.00	1,794.00	14,352.00	0.00	0.00	16,146.00	1,794.00	807.30
3	Plumbing	27,000.00	8,100.00	18,900.00	0.00	0.00	27,000.00	0.00	1,350.00
4	Painting	10,625.00	0.00	10,625.00	0.00	0.00	10,625.00	0.00	531.25
5	Flooring	1,087.00	0.00	1,087.00	0.00	0.00	1,087.00	0.00	54.35
6	Millwork	3,960.00	0.00	3,960.00	0.00	0.00	3,960.00	0.00	198.00
7	Drywall	64,389.00	16,097.25	48,291.75	0.00	0.00	64,389.00	0.00	3,219.45
8	Glass & Glazing	9,556.44	9,556.44	0.00	0.00	0.00	9,556.44	0.00	477.82
9	Roofing	7,750.00	0.00	7,750.00	0.00	0.00	7,750.00	0.00	387.50
10	Restroom Partitions	2,453.44	0.00	2,453.44	0.00	0.00	2,453.44	0.00	122.67
11	Concrete	39,675.00	39,675.00	0.00	0.00	0.00	39,675.00	0.00	1,983.75
12	Fire Extinguishers	219.00	0.00	219.00	0.00	0.00	219.00	0.00	10.95
13	General Conditions	28,795.12	8,588.23	17,327.38	0.00	0.00	25,915.61	2,879.51	1,295.78
14	Overhead & Profit	17,000.00	5,116.95	10,183.05	0.00	0.00	15,300.00	1,700.00	765.00
Totals		269,700.00	88,927.87	170,473.62	0.00	0.00	259,401.49	10,298.51	12,970.07



FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: SJAIL-01-08X-1N

FILE: 102

TO: Harvey Davis, Manager, Housing Finance Corporation

VIA: Roger A. El Khoury, M.S., P.E., Director

FROM: Jim Barr, AIA, Sr. Project Manager

DATE: October 27, 2008

SUBJECT: State Jail Visitor Center
Payment Request

Two handwritten signatures are present. The first is a cursive signature that reads "Roger A. El Khoury". The second is a cursive signature that reads "Jim Barr".

Facilities Management Department requests that payment be made to Z-Non Electric, Inc. in the amount of \$2,053.00. The attached invoice from Z-Non Electric, Inc., the Sitework Electric Contractor for the project, has been reviewed and is fair and reasonable.

Z-Non Electric, Inc. provided electrical power connection from the new Austin Energy pole-mounted transformer to the new State Jail Visitor Center. The connection is overhead electric cable to a new pole that supports a meter and main disconnect switch. From the new pole the power cable is run underground through conduit to the electrical panel at the building.

If you have questions or need additional information please contact Jim Barr, AIA, at 854-9190.

ATTACHMENTS:

- 1) Invoice No. 23037 dated October 23, 2008 from Z-Non Electric, Inc.

COPY TO:


Alicia Perez, Executive Manager, Administrative Operations

Richard Avery, Architectural Associate

RECEIVED

OCT 23 2008

INITIAL *[Signature]*

 Z-NON ELECTRIC, INC. P.O. Box 17425 Austin, Texas, 78760 (512) 442-2002 Lic.# UM 014808 - Austin (512) 328-5536 Lic # UM 052 - Austin Texas Electrical Contractors License #19178 Texas Dept. Of License & Regulation Master #31429	JOB INVOICE	
	Job Address>>> 8101 FM 969 Rd.	
Contract#07T00267NB To: County Auditor P.O. Box 1748 Austin, Texas 78767	INVOICE NUMBER	23037
	INVOICE DATE	10/23/2008
	TERMS	30
	CUSTOMER ID	41914
	PAGE NUMBER	Page 1 of 1
	LABOR	\$2,053.00
	MATERIALS	
	Mark Up 20%>>>>>	
	TOTAL	\$2,053.00

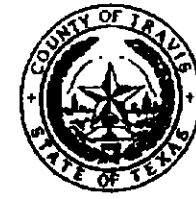
10/15-Extend existing 2" Feeder to main disconnect at building 10/16-terminate 2" feeder conduit at main disconnect, Install pole for meter loop and concrete, Build Service on new pole terminate 2" Feeder conduit into meter loop, Extend 2" spare conduit at meter loop, stub up and cap off. Remove grounding plate from main disconnect and reinstall meter loop 10/17-pull wiring to new 200A Meter loop to 200A disconnect and terminate.replace meter on service



ID#	DESCRIPTION	QTY	PRICE EACH	EXTENDED PRICE
<div style="float: left; width: 40%;"> <p><i>Jim</i> Please write a memo to HARRY DAVIS To pay this invoice. 10/23/08</p> </div> <div style="float: right; width: 50%; text-align: right;"> <p><i>Approved!</i> Royce 10/23/08</p> </div>				

DATE	DESCRIPTION	HOURS	HOURLY RATE	EXTENDED AMOUNT
10/15/2008	Journeyman	26.00	\$48.00	\$1,248.00
	Apprentice	23.00	\$35.00	\$805.00

NO STATEMENT SENT - PLEASE PAY AMOUNT ON RECEIPT - LATE FEE AFTER 30 DAYS WILL APPLY **\$2,053.00**



FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: SJAIL-01-08X-1N

FILE: 102

TO: Harvey Davis, Manager, Housing Finance Corporation

VIA: Roger A. El Khoury, M.S., P.E., Director

FROM: Jim Barr, AIA, Sr. Project Manager

DATE: November 10, 2008

SUBJECT: State Jail Visitor Center
Payment Request No. 4

Facilities Management Department requests that payment #4 be made to Trimbuilt Construction, Inc. in the amount of \$9,783.58. The remaining balance in the contract, after this payment, will be \$13,485.00 which is the 5% retainage. The attached invoice from Trimbuilt Construction, Inc., the general contractor for the project, has been reviewed and is fair and reasonable.

If you have questions or need additional information please contact Jim Barr, AIA, at 854-9190.

ATTACHMENTS:

- 1) Pay Application No. 9866 from Trimbuilt Construction, Inc.

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Richard Avery, Architectural Associate

To(OWNER): Travis County Purchasing Ofc
 1010 Lavaca St.
 7th Fl.
 Austin, TX 78701
 From: Trimbuilt Construction, Inc.
 P. O. Box 80169
 Austin, TX 78708-0169


Project: State Jail Visitors Center
 8101 FM 969 TRAVIS COUNTY - FMD
 Precinct 1
 Austin, TX 78724

Application No: 4
 Invoice No: 9866
 Period To: 10/31/2008

Via(Architect):

NOV 05 2008

Architect's
 Project No: 4704
 Invoice Date: 10/31/2008
 Contract Date: 4/28/2008

INITIAL 

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

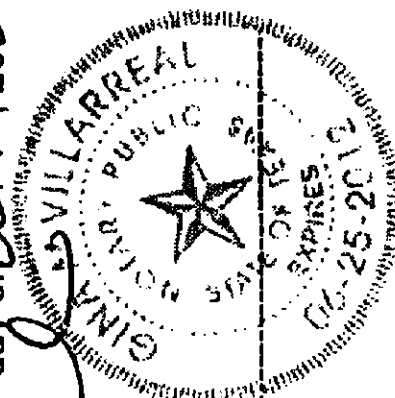
1. ORIGINAL CONTRACT SUM (Does Not Include Tax) \$ 269,700.00
 2. Net change by Change Orders..... \$ 0.00
 3. CONTRACT SUM TO DATE(Line 1 +/- 2)..... \$ 269,700.00
 4. TOTAL COMPLETED & STORED TO DATE..... \$ 269,700.00
 5. RETAINAGE..... \$ 13,485.00
 6. TOTAL EARNED LESS RETAINAGE..... \$ 256,215.00
(Line 4 less Line 5)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 246,431.42
(Line 6 from prior Certificate)
 8. SALES TAX..... \$ 0.00
- CURRENT PAYMENT DUE \$ 9,783.58**
10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 13,485.00
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Trimbuilt Construction, Inc.

By:  Date: 10-31-08

State of: Texas County of: Travis
 Subscribed and sworn to before me this 31st day of Oct., 2008
 Notary Public: Ignacio Villarreal
 My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application Number: 4
 Application Date: 10/31/2008
 Period To: 10/31/2008
 Architect's Project No: 4704

CONTINUATION SHEET

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/ C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)							
1	Electrical	39,250.00	35,325.00		3,925.00	0.00	39,250.00	100	0.00	1,962.50
2	HVAC	17,940.00	16,146.00		1,794.00	0.00	17,940.00	100	0.00	897.00
3	Plumbing	27,000.00	27,000.00		0.00	0.00	27,000.00	100	0.00	1,350.00
4	Painting	10,625.00	10,625.00		0.00	0.00	10,625.00	100	0.00	531.25
5	Flooring	1,087.00	1,087.00		0.00	0.00	1,087.00	100	0.00	54.35
6	Millwork	3,960.00	3,960.00		0.00	0.00	3,960.00	100	0.00	198.00
7	Drywall	64,389.00	64,389.00		0.00	0.00	64,389.00	100	0.00	3,219.45
8	Glass & Glazing	9,556.44	9,556.44		0.00	0.00	9,556.44	100	0.00	477.82
9	Roofing	7,750.00	7,750.00		0.00	0.00	7,750.00	100	0.00	387.50
10	Restroom Partitions	2,453.44	2,453.44		0.00	0.00	2,453.44	100	0.00	122.67
11	Concrete	39,675.00	39,675.00		0.00	0.00	39,675.00	100	0.00	1,983.75
12	Fire Extinguishers	219.00	219.00		0.00	0.00	219.00	100	0.00	10.95
13	General Conditions	28,795.12	25,915.61		2,879.51	0.00	28,795.12	100	0.00	1,439.76
14	Overhead & Profit	17,000.00	15,300.00		1,700.00	0.00	17,000.00	100	0.00	850.00
Totals		269,700.00	259,401.49		10,298.51	0.00	269,700.00	100	0.00	13,485.00

CONTRACTOR'S CONDITIONAL WAIVER OF LIEN

State of Texas
County of Travis

Job 4704

For and in consideration of receiving the payment of \$9,783.58 on the contract heretofore entered into between the undersigned and Travis County Purchasing Office, on the real property and/or improvements thereon, situated at 8101 FM 969, Precinct 1, Austin, Texas, the following statement is given:

The undersigned certifies that every performance of labor and item of material for which the undersigned is requesting payment relates to the above referenced project.

The undersigned further certifies that all payments due have been made on equipment in use on the project, including that on rental and on lease purchase agreements.

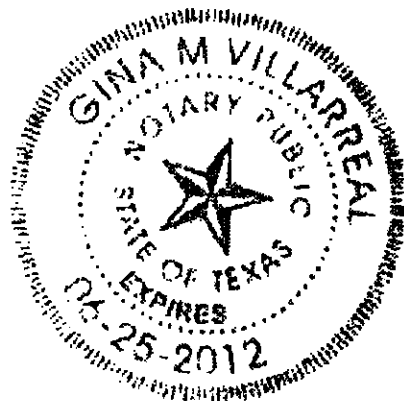
The undersigned hereby, in consideration of the premises and the payment above mentioned, waives, releases and quitclaims any right of lien which the undersigned may have, or have had, or have in and by virtue of the Mechanic's and Materialmen's Lien Laws of the State of Texas, on account of material furnished or labor performed, or both by the undersigned, our agents, subcontractors, or employees, to the full extent of this payment, and all previous payments; but it is understood that this instrument does not include any waiver or lien rights for unpaid balances for incomplete portions of the work or future materials furnished.

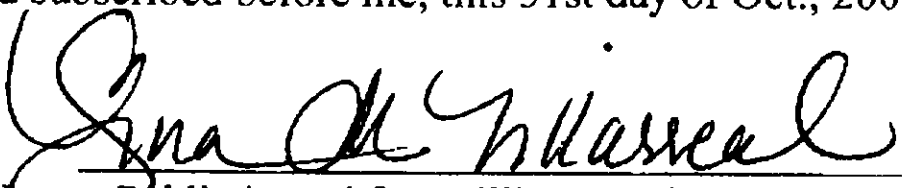
It is understood that this payment is not to be construed as an acceptance by the owner of any portion of the work performed or materials furnished on said project situated at 8101 FM 969, Precinct 1, Austin, Texas.

Contractor: Trimbuilt Construction, Inc.

By: 

Sworn to and subscribed before me, this 31st day of Oct., 2008




Notary Public in and for Williamson County, Texas

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session November 18, 2008 Executive Session _
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve an invoice from the wellness budget.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

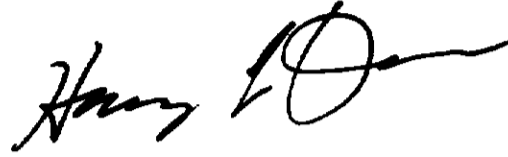
AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

DATE: November 18, 2008

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: Wellness Program

Summary and Background Information:

The wellness program request Board approval to pay Virgin HealthMiles, Inc. \$458.95 for 20 pedometers to be given to employees who sign up for the Travis 1000 Challenge and the Virgin Health Miles Challenge.

The current balance for the wellness budget line item is \$12,435.74.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Dan Mansour, Risk and Benefits Manager
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst



Human Resources Management Department

RECEIVED

08 OCT 29 PM 2:57

1010 Lavaca Street

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

October 24, 2008

TO: Harvey Davis, Corporations Administrator

FROM: Dan Mansour, Risk and Benefits Manager

SUBJECT: Wellness Program Expense

Virgin HealthMiles donated 100 Gozone pedometers for the Wellness Committee to distribute to our employees for the Travis 1000 Challenge and the Virgin HealthMiles Challenge. We needed to purchase an additional 18 pedometers due to the high demand from our employees.

Per the attached invoice I am requesting a check in the amount of \$458.95 payable to Virgin HealthMiles Inc.

Please let me know if you need additional information.



HEALTHMILES
PERSONNEL

Invoice

Invoice #: 11239

Virgin HealthMiles, Inc.

139 Newbury Street
Framingham, MA 01701 USA
Phone: +1.508.766.3300
Fax: +1.508.766.3301

Issued To:
Travis County
Attn: Zetta Garnett
314 W. 11th Street
Austin, TX 78701

Invoice Number: 11239
Date: 8/31/2008
Requested by:
Due date: 8/31/2008

Description	Quantity	Unit Price	Extended Price
GoZones billing for Travis County			
Units shipped to locations in the state of Texas	18	\$ 20.00	\$ 360.00
Shipping and Handling			\$ 98.95
TOTAL UNITS	18		

Bank Wire Transfer Instructions:
Account name: Virgin HealthMiles, Inc.
Account number: 952 528 3753
Bank Name: Bank of America
Bank Address: Boston, MA
ABA number: 011000138

Subtotal	\$ 458.95
Tax included above	0.000%
Sales tax	\$ -
Other	\$ -
Total	\$ 458.95

Send payment to the address shown above