

# CA #1

Travis County Commissioners Court Agenda Request

Voting Session 12/2  
10/28/08  
(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:

A. **Approve setting a public hearing date for 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 (Total Number of Lots 1: (1 Single Family Residence Lot) – 45.943 acres – Marshall's Point Drive – No Fiscal is required from Travis County with this final plat – Sewage service to be provided by a private onsite system (LCRA)– City of Lago Vista ETJ).**

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:

Joe Arriaga: 854-7562 Dennis Wilson, 854-4217  
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)





## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767

### MEMORANDUM

October 16, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director of Development Services 

SUBJECT: Marshall's Point, Amended Plat of Lots 1-3 and Lot 2-A, Block A

#### **PROPOSED MOTION:**

- A. Approve setting a public hearing date for 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 (Total Number of Lots 1: (1 Single Family Residence Lot) – 45.943 acres – Marshall's Point Drive – No Fiscal is required from Travis County with this final plat – Sewage service to be provided by a private onsite system (LCRA)– City of Lago Vista ETJ).**

#### **SUMMARY AND STAFF RECOMMENDATION:**

This final plat consists of 1 total lot for single family residence use. There are no linear feet of public streets being proposed to be dedicated with this amended plat. The applicant is proposing to develop this subdivision with one single family residence on 45.943 acres. There is a pending lawsuit against this property by the Travis County Appraisal District (TCAD) regarding the appraised value for this property. Therefore, taxes on this property have not been paid. As a result of the lawsuit, an agreement has been reached by both parties. The owner of the lots in question has agreed to reduce the number of lots from 4 lots to 1 lot and add a plat note that restricts this property to 1 single-family lot. Chris Gilmore with the Travis County Attorney's office has given permission to schedule this plat for court. Mr. Gilmore states: "Once the plats are accepted and recorded the parties will finalize all aspects of this lawsuit. Upon granting the open-space appraisal, the Travis County Tax Office will correct their records to reflect the change and adjust the tax statements to reflect there are no taxes owed."

Mr. Gilmore has spoken to Phong Phan from the appraisal district office and it is OK with him to put this on the agenda for approval now without the tax certificate showing all taxes have been paid and before the plat gets recorded TCAD will grant the open-space appraisal.

As this replat application meets all Travis County standards and has been approved by the City of Lago Vista, TNR staff recommends approval of the plat.

***ISSUES:***

Staff has not received any inquiries from any adjacent property owners or from anyone else.

***BUDGETARY AND FISCAL IMPACT:***

None.

***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

Location map and plat

AMB: ja 1008



LOHMAN FORD ROAD

SHORELINE RANCH DR.



MARSHALL'S  
POINT COVE  
MARSHALL'S  
POINT DR.

LAKESHORE  
BLVD.

SITTE

LAKE TRAVIS

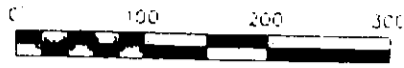
BIG DEVIL'S HOLLOW

OLD BURNET RD.

NOT TO SCALE

# AMENDED PLAT OF LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT

TRAVIS COUNTY, TEXAS  
JULY 27, 2007

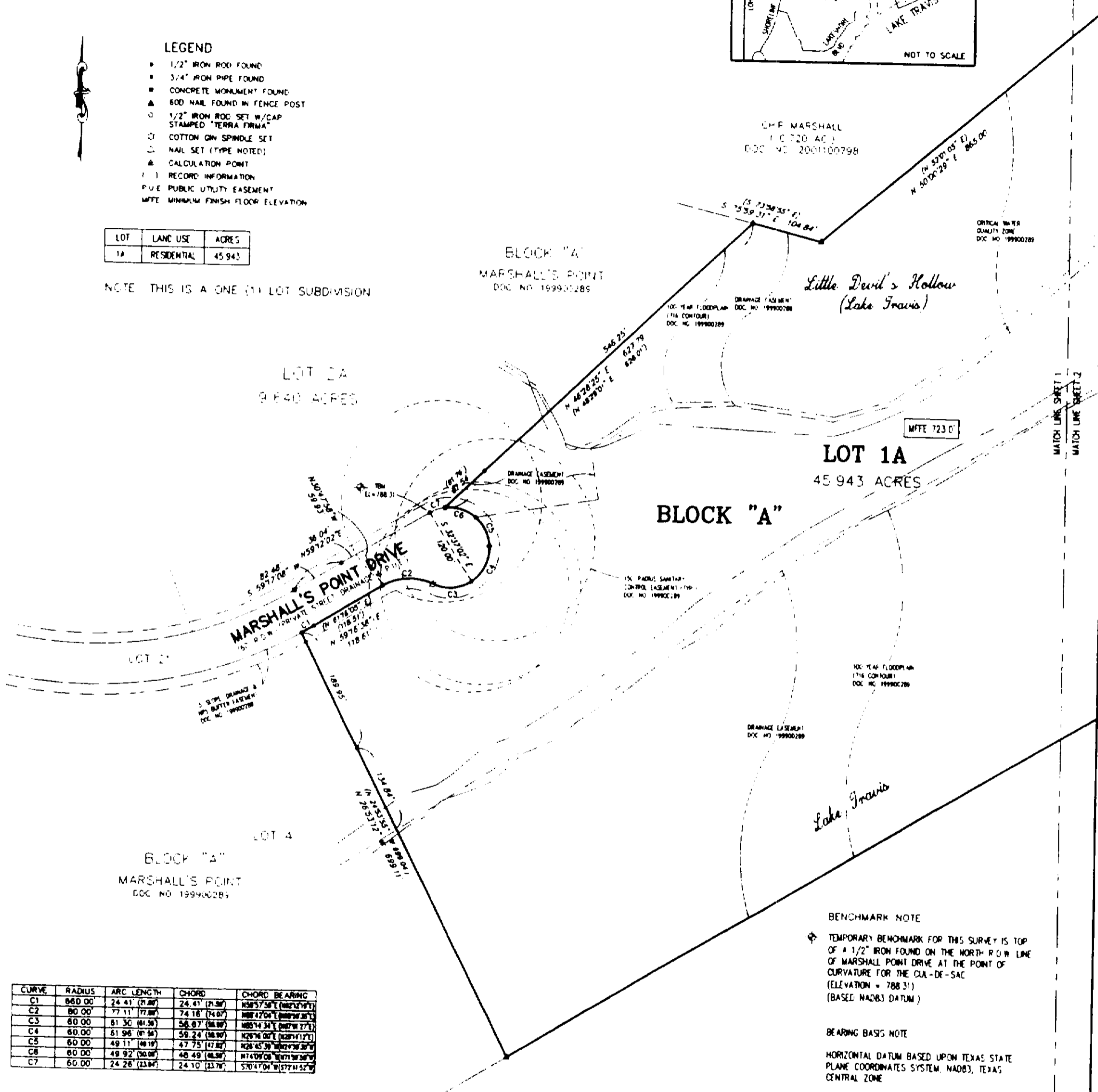
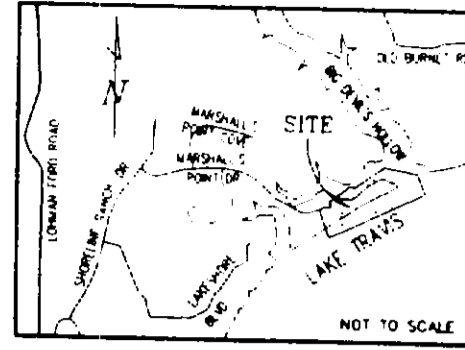


**LEGEND**

- 1/2" IRON ROD FOUND
- 3/4" IRON PIPE FOUND
- CONCRETE MONUMENT FOUND
- ▲ 60D NAIL FOUND IN FENCE POST
- 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
- COTTON GIN SPINDLE SET
- NAIL SET (TYPE NOTED)
- ▲ CALCULATION POINT
- 1 1 RECORD INFORMATION
- PUE PUBLIC UTILITY EASEMENT
- MFFE MINIMUM FINISH FLOOR ELEVATION

LOT	LAND USE	ACRES
1A	RESIDENTIAL	45.943

NOTE: THIS IS A ONE (1) LOT SUBDIVISION



CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	660.00	24.41 (71.89)	24.41 (71.89)	N58°57'56"E (102°12'17")
C2	80.00	77.11 (77.89)	74.18 (74.07)	N88°42'04"E (102°12'17")
C3	80.00	81.30 (81.30)	58.87 (58.87)	N88°44'34"E (102°12'17")
C4	80.00	81.96 (81.96)	59.24 (59.24)	N26°16'07"E (102°12'17")
C5	80.00	49.11 (49.11)	47.73 (47.73)	N26°45'39"E (102°12'17")
C6	80.00	49.92 (49.92)	48.49 (48.49)	N14°09'08"E (102°12'17")
C7	80.00	24.28 (24.28)	24.10 (24.10)	S70°47'04"W (102°12'17")

**BENCHMARK NOTE**

⊕ TEMPORARY BENCHMARK FOR THIS SURVEY IS TOP OF A 1/2" IRON FOUND ON THE NORTH R.O.W. LINE OF MARSHALL'S POINT DRIVE AT THE POINT OF CURVATURE FOR THE CUL-DE-SAC (ELEVATION = 788.31) (BASED: NAD83 DATUM)

**BEARING BASIS NOTE**

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATES SYSTEM, NAD83, TEXAS CENTRAL ZONE

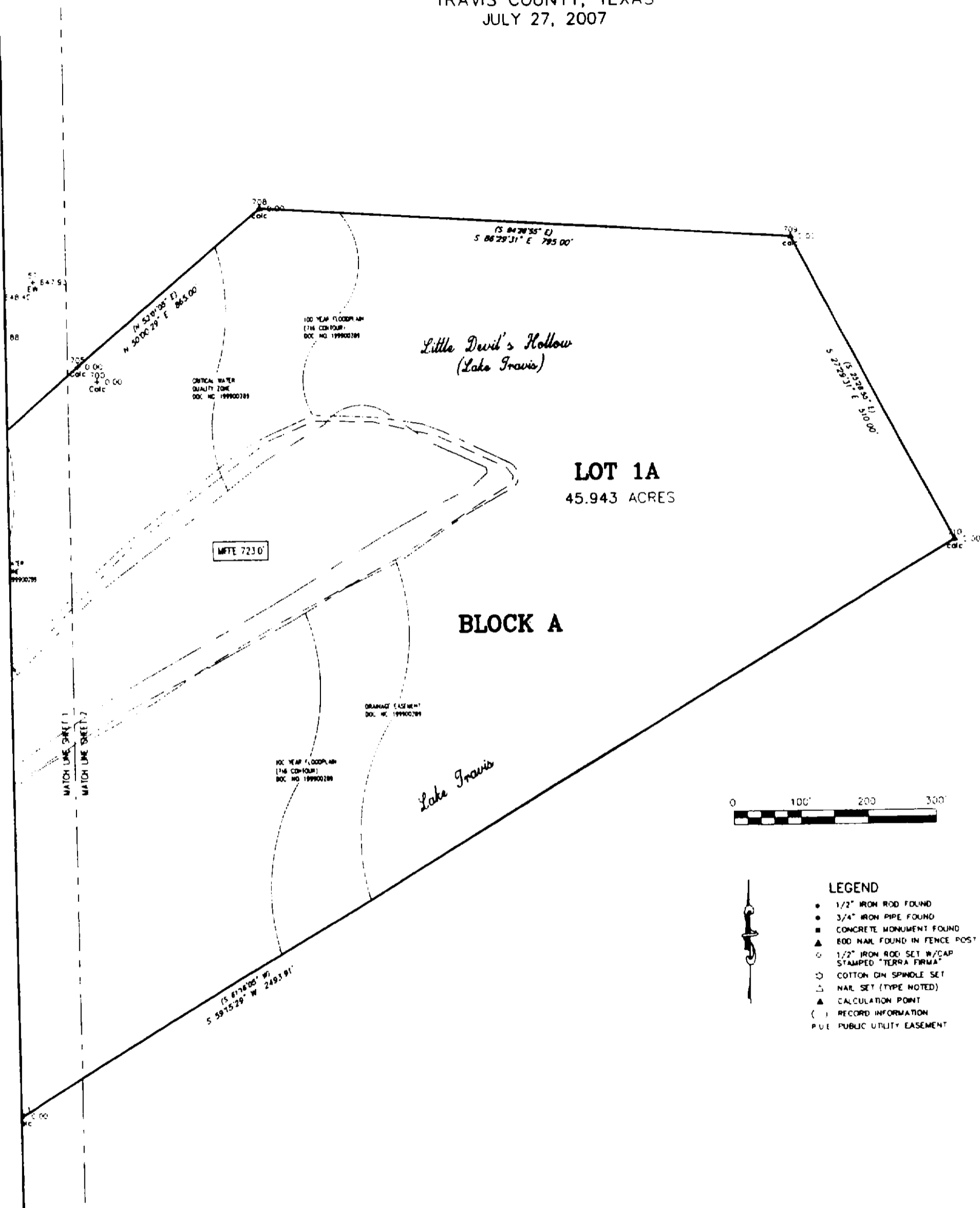
SHEET 1 OF 4

FILE: J:\Projects\4408\003 Lots 1-3, 2A Amended-Plat.dwg	DRAWN BY: CEMC
J:\Projects\4408\003\Plat File\4408.plt	CHECKED BY: CCE
JOB NO: 04408-003-001	REVISED: 08/11/2008
DATE: 07-27-2007	
SCALE: 1"=100'	

**terra firma** LAND SURVEYING

AMENDED PLAT OF  
LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT

# AMENDED PLAT OF LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT TRAVIS COUNTY, TEXAS JULY 27, 2007



- LEGEND**
- 1/2" IRON ROD FOUND
  - 3/4" IRON PIPE FOUND
  - CONCRETE MONUMENT FOUND
  - ▲ EDD NAIL FOUND IN FENCE POST
  - ⊙ 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
  - ⊖ COTTON OIL SPINDLE SET
  - ⊕ NAIL SET (TYPE NOTED)
  - ▲ CALCULATION POINT
  - ( ) RECORD INFORMATION
  - P.U.E. PUBLIC UTILITY EASEMENT

**SHEET 2 OF 4**

FILE: J:\Projects\A408\003 Lots 1-3\2a\Amended-Plat.dwg		DRAWN BY: CEMC	
J:\Projects\A408\003\Print Files\A408.plt		CHECKED BY: CEC	
JOB NO:	DA408-003-00 001	DATE:	07-27-2007
SCALE:	1"=100'	REVISED:	08/11/2008

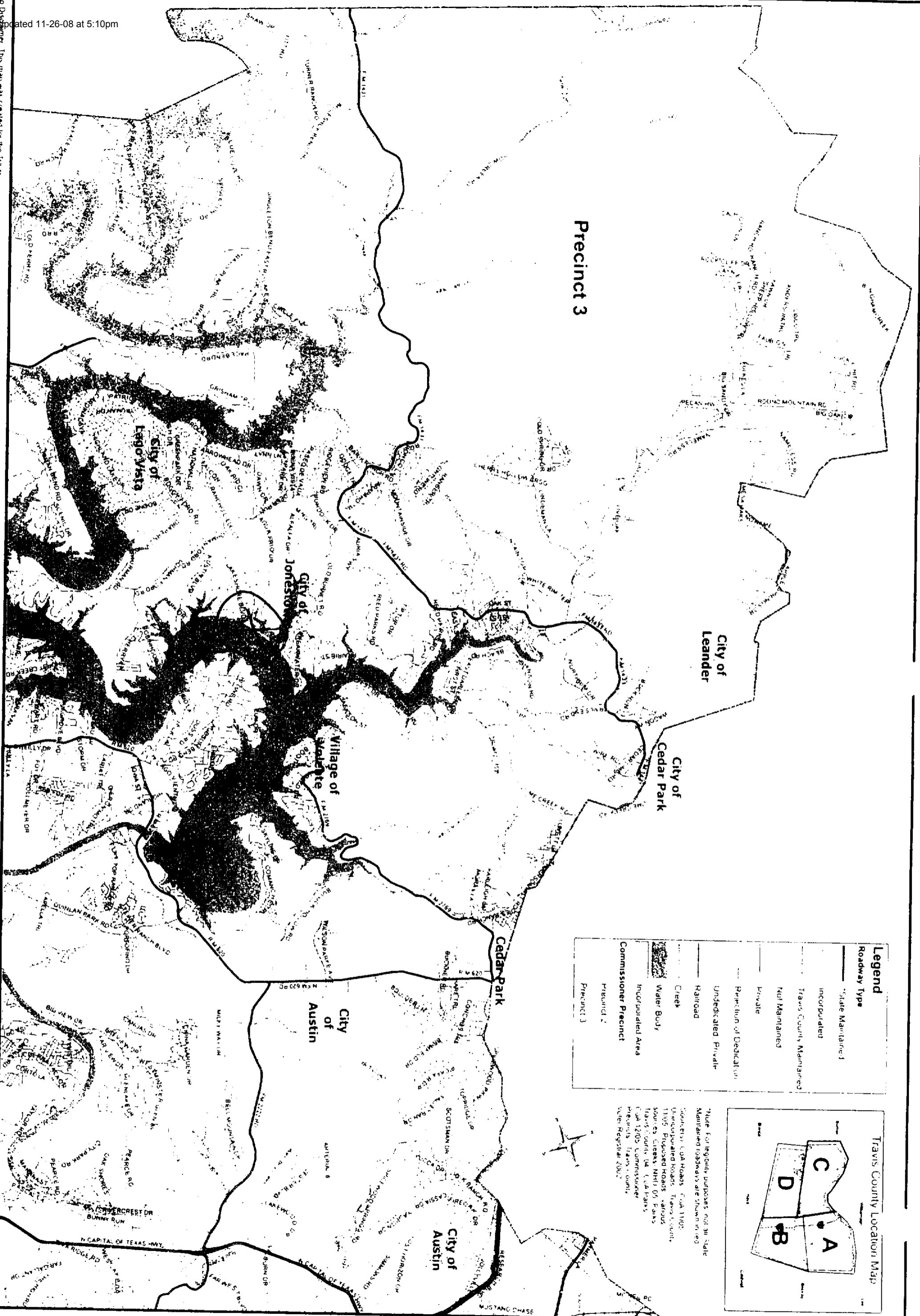
**terra firma** LAND SURVEYING

**AMENDED PLAT OF  
LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT**

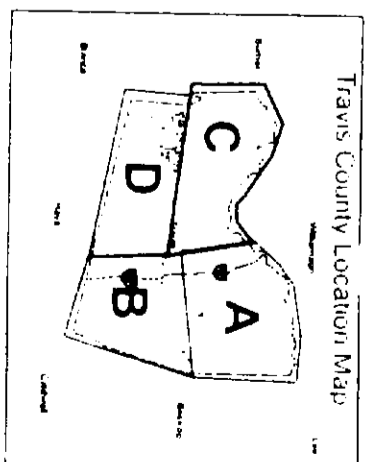
Map Designer: This map was created for the Travis County Clerk for identifying Travis County's maintained roadways. The data is provided as is with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Test Scale  
1 inch equals 1,000 feet  
1 inch equals 1,292 feet

# Travis County Roadways, Map C



Legend	
Roadway Type	
	*State Maintained Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Repeal of Dedication
	Undedicated Private
	Railroad
	Creek
	Water Body
	Incorporated Area
	Commissioner Precinct
	Precinct 2
	Precinct 3



\*State Maintained Incorporated  
 \*For legal purposes, not all State Maintained roadways are shown in red.  
 Sources: GIS 11/05 Proposed Roads, various sources; GIS 05/05 Parks; Travis County GIS; GIS 11/05; GIS 12/05; Commissioner Precincts; Travis County Voter Registrar 2007.

Map Prepared by: Travis County  
 Dept. of Transportation & Natural Resources  
 Date: 01/04/2009  
 URL: www.co.tx15.us/gis

# 2

**Travis County Commissioners Court Agenda Request**

Voting Session: December 2, 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:

Receive Public Comment Regarding the Program Year 2007 Consolidated Annual Performance Evaluation Report Related to the Community Development Block Grant (CDBG) Funds Received from the United States Department of Housing and Urban Development (HUD).

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  
 11/26/08 10:50 AM

**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.



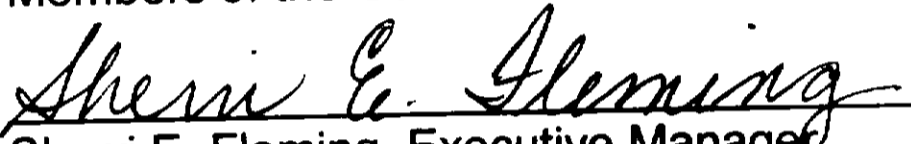
**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
And VETERANS SERVICE  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

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

**MEMORANDUM**

**Date:** November 24, 2008

**To:** Members of the Commissioners Court

**From:**   
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 Public Hearing

**Proposed Motion:**

Receive public comment regarding the Program Year 2007 Consolidated Annual Performance Evaluation Report related to the Community Development Block Grant funds received from the United States Department of Housing and Urban Development.

**Summary and Staff Recommendations:**

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.

On October 21, 2008, the Travis County Commissioners Court approved the public hearing date of December 2, 2008 in order to be in compliance with the County's Citizen Participation Plan and 24 CFR Part 91. Please see the attached PowerPoint presentation for a summary of the 2007 program year.

**Budgetary and Fiscal Impacts:**

No budget impacts are anticipated by this item.

**Issues and Opportunities:**

The mandatory public comment period will occur from November 19, 2008 through December 12, 2008.

Final approval of the CAPER by the Travis County Commissioners Court is anticipated to occur on December 16<sup>th</sup>. The CAPER is due to HUD no later than December 30, 2008.

**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.

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 and one public hearing is held.

**Travis County  
Community Development Block  
Grant (CDBG) Program**

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**Public Hearing for  
PY07 CDBG  
Annual Report**

**Travis County Commissioners Court  
Presentation by the Health & Human Services and Veteran  
Services (HHS & VS) Department  
December 2, 2008**



# Purpose and Intent of CDBG

## Purpose

- Improvement of affordable housing options
- Improved community facilities and services
- Revitalized neighborhoods

## Who Benefits?

- At least 70 % of CDBG funds must benefit low- to moderate- income residents in the unincorporated areas of Travis County

# 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 <sup>st</sup> quarter of PY08
6. Water/Wastewater Planning	\$88,727	\$48,475	Site visits and assessments initiated in five neighborhoods
<b>Total</b>	<b>\$1,681,904</b>	<b>\$291,846</b>	<b>3</b>

# 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

# 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
  - Providing testimony today or
  - Submitting written comments until 5 pm on 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 Commissioners' Court Agenda Request

Meeting Date: DECEMBER 2, 2008

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Wording:

PRESENT PROCLAMATION TO DISTRICT ATTORNEY RONNIE EARLE ON HIS RETIREMENT AFTER 32 YEARS OF SERVICE TO TRAVIS COUNTY AND ITS RESIDENTS

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.

# 4

**Travis County Commissioners Court Agenda Request**

Voting Session : December 2, 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 Gloria Greiner for Her Many Years of Service to Travis County and Its Residents.

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
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- \_\_\_ Grant

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Purchasing Office (854-9700)

- \_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- \_\_\_ Contract, Agreement, Policy & Procedure

COMMISSIONERS COURT

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.

WHEREAS, for 38 years, Gloria Greiner has served limited resource families in Travis county as a Nutrition Education Associate;

WHEREAS, Gloria helped pioneer one of the most active and innovative Expanded Food and Nutrition Units in the State of Texas and the Nation that reaches over 9,000 families and youth with food and nutrition education annually with an estimated \$3.7 million saving in healthcare costs and \$750,000 estimated food cost savings in Travis County;

WHEREAS, Gloria has partnered with numerous Travis County organizations such as WIC, Austin Housing Authority, Austin Independent School District Travis County Health and Human Services, Child Protective Services, the American Heart Association, Travis County 4-H and Travis County Capitol 4-H Program; and

WHEREAS, Gloria has exemplified the mission of the Expanded Food and Nutrition Program and has been called on by Texas AgriLife Extension Service Administration to assist with training of new employees.

NOW, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY EXTEND SPECIAL THANKS TO GLORIA GREINER FOR HER YEARS OF DEDICATED SERVICE AND FOR THE IMPACT SHE HAS HAD ON THE LIVES OF COUNTLESS TRAVIS COUNTY FAMILIES AND WISH HER THE BEST IN ALL HER FUTURE ENDEAVORS.

SIGNED AND ENTERED THIS \_\_\_\_\_ DAY OF DECEMBER, 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



# Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 2, 2008

I. A. Requestor: COUNTY CLERK Phone # 854-9555

B. Specific Agenda Wording:

RECEIVE STATUS REPORT ON THE TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN AND RECOGNIZE TOP CONTRIBUTORS

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:

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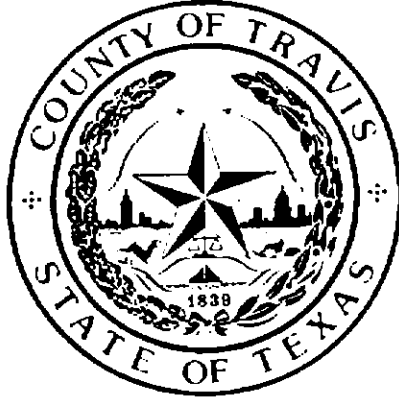
Purchasing Office (854-9700)

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County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

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**DANA DeBEAUVOIR**  
Travis County Clerk

(512) 854-9188  
P. O. Box 149325, Austin, TX 78714-9325  
5501 Airport Boulevard, Austin, Texas 78751-1410  
(Recording, Elections, Computer Resources, Accounting, and Administration Divisions)  
1000 Guadalupe, Austin, Texas 78701-2328  
(Misdemeanor Records, Civil/Probate, and Records Management Divisions)  
[www.co.travis.tx.us](http://www.co.travis.tx.us)

November 14, 2008

TO: Judge Sam Biscoe  
FROM: Dana DeBeauvoir  
RE: Reports to Commissioners' Court on the Combined Charities Campaign

I would like to request two items be placed on the Court's agenda to discuss the Combined Charities Campaign – one for December 2nd and the other for December 16th.

On December 2nd, I would like to give you a status report on how much money has been raised. December 1st is the official close of the Campaign, with December 12 being the last day to accept outstanding donor forms and collections. On the 2nd, I would also like to present the iPods to the employees who were among the first to donate \$1,000 or more to the Campaign.

On December 16th, I would like to give you a final report on the Campaign and take time to thank the donors and volunteers who made this effort a success.

Please let me know if you have any questions or suggestions.

Thank you.

6

### Travis County Commissioners Court Agenda Request

Voting Session December 2, 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 \$398,204.17, for the period of November 14, 2008 to November 20, 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)

NOV 25 11:00 AM '08

RECEIVED  
CLERK

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** December 2, 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:** November 14, 2008 to November 20, 2008

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$398,204.17

**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 \$398,204.17.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: December 2, 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: November 14, 2008  
 TO: November 20, 2008

**REIMBURSEMENT REQUESTED: \$ 398,204.17**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,162,699.13
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: November 25, 2008	\$ (764,495.13)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 398,204.17
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 398,204.17

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

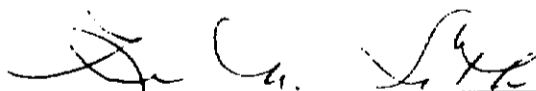
All claims over \$25,000 (1 this week totaling \$29,800.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

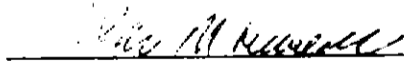
Fifteen percent (15%) of all claims under \$25,000 (\$57,116.56) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$2,322.49.

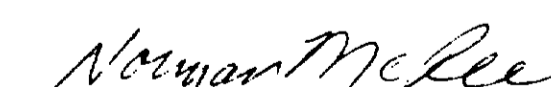
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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 11/25/08

  
 Dan Mansour, Risk Manager Date 11-24-08

  
 Cindy Purinton, Benefit Contract Administrator Date 11/24/08

  
 Norman McRee, Financial Analyst Date 11/24/08

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

TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
NOVEMBER 14, 2008 TO NOVEMBER 20, 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: 2008-11-21 REQUEST AMOUNT: \$1,162,699.13

CUSTOMER ID: 00000701254  
 CONTRACT NUMBER: C0701254 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: 2008-11-20	\$813,277.79
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
- PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,125,440.21
+ CLURRENT DAY NET CHARGE:	\$37,258.92
- FUNDING ADJUSTMENTS:	\$00.00

REQUEST AMOUNT: \$1,162,699.13

ACTIVITY FOR WORK DAY: 2008-11-14

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$62,643.90	\$00.00	\$62,643.90
TOTAL:	\$62,643.90	\$00.00	\$62,643.90

ACTIVITY FOR WORK DAY: 2008-11-17

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$68,272.35	\$00.00	\$68,272.35

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008\_11\_20

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	0.06	UV	89229544	AH	9	11/10/2008	20	11/20/2008	11/20/2008
701254	632	0.06	UV	89229543	AH	9	11/10/2008	20	11/20/2008	11/20/2008
701254	632	0.06	UV	89229542	AH	9	11/10/2008	20	11/20/2008	11/20/2008
701254	632	0.06	UV	89229541	AH	6	11/10/2008	20	11/20/2008	11/20/2008
701254	632	0.06	UV	89229537	AH	6	11/10/2008	20	11/20/2008	11/20/2008
701254	632	0.06	UV	89229536	AA	6	11/10/2008	20	11/20/2008	11/20/2008
701254	632	0.06	UV	89229535	AA	6	11/10/2008	20	11/20/2008	11/20/2008
701254	632	0.06	UV	89229534	AA	7	11/10/2008	20	11/20/2008	11/20/2008
701254	632	0.06	UV	89229533	AA	7	11/10/2008	20	11/20/2008	11/20/2008
701254	632	0.06	UV	89229532	AA	7	11/10/2008	20	11/20/2008	11/20/2008
701254	632	0.06	UV	89229531	AA	7	11/10/2008	20	11/20/2008	11/20/2008
701254	632	-16.7	Q0	81679995	AH	1	11/27/2007	50	11/20/2008	11/20/2008
701254	632	-49.2	Q0	81679993	AH	1	11/27/2007	50	11/20/2008	11/20/2008
701254	632	-51	Q6	36469211	AI	16	8/29/2008	50	11/18/2008	11/20/2008
701254	632	-55	Q6	30365751	AE	8	8/26/2008	50	11/20/2008	11/20/2008
701254	632	-274.89	UT	80911305	AH	9	2/5/2008	50	11/20/2008	11/20/2008
701254	632	-305.44	UU	64090762	AE	9	5/20/2008	50	11/20/2008	11/20/2008
701254	632	-442.26	UV	55087656	AH	7	11/12/2008	50	11/18/2008	11/20/2008
701254	632	-1128	Q3	9801834	AH	5	11/15/2008	50	11/21/2008	11/20/2008

398,204.17



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

For the payment week ending: 11/20/2008

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>ISS_DATE</i>	<i>CLAIM</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: 11/20/2008

<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>	
<b>CEPO</b>			
	EE		
	<b>526-1145-522.45-28</b>	<b>60,571.91</b>	
	RD		
	<b>526-1145-522.45-29</b>	<b>25.01</b>	
	RR		
	<b>526-1145-522.45-29</b>	<b>35,767.00</b>	
Total CEPO			\$96,363.92
<b>EPO</b>			
	EE		
	<b>526-1145-522.45-20</b>	<b>105,134.54</b>	
	RR		
	<b>526-1145-522.45-21</b>	<b>12,813.56</b>	
Total EPO			\$117,948.10
<b>PPO</b>			
	EE		
	<b>526-1145-522.45-25</b>	<b>172,984.86</b>	
	RR		
	<b>526-1145-522.45-26</b>	<b>10,907.29</b>	
Total PPO			\$183,892.15
Grand Total			\$398,204.17

# 7

**Travis County Commissioners Court Agenda Request**

Voting Session 12/02/08  
(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:

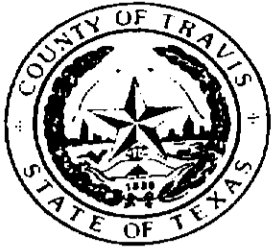
\_\_\_\_\_ Planning and Budget Office (854-9106)

\_\_\_\_\_ 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, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

### December 2, 2008

ITEM # :

**DATE:** November 21, 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 – 11.**

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
Co Agricultural Ext Serv	23	Education Instructional Spec (Part-time)	13 / Minimum / \$14,750.63	13 / Minimum / \$14,750.63
County Clerk	50	Court Clerk Asst	11 / Level 4 / \$28,870.40	11 / Level 4 / \$28,870.40
County Clerk	137	Court Clerk Asst	11 / Level 4 / \$28,870.40	11 / Level 4 / \$28,870.40
Criminal Courts	185	Court Reporter	24 / Level 1 / \$63,939.20	24 / Level 1 / \$63,939.20
Criminal Courts	186	Office Specialist	10 / Level 6 / \$28,412.80	10 / Level 6 / \$28,412.80
Sheriff	653	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	699	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1684	Telecomm 9-1-1 Spec	14 / Minimum / \$31,556.51	14 / Minimum / \$31,556.51

\* 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	20064	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20446	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23020	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23034	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23042	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23077	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02

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

**TEMPORARY APPOINTMENTS**

<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Clerk	23133	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23154	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23157	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23163	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23166	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23170	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23171	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23172	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23173	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23174	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23175	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23176	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23178	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23179	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23180	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23181	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23184	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23186	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23189	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).**

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Clerk	23190	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23193	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23194	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23195	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23198	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23201	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23202	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23203	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23204	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23206	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23207	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23208	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23209	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23210	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23212	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23213	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23214	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23215	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23217	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).</b>					





<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
Juvenile Court	Slot 53 / Juvenile Probation Ofcr III♦ / Grd 15 / \$38,573.12	Juvenile Court	Slot 190 / Juvenile Probation Ofcr III♦ / Grd 15 / \$38,573.12	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 72 / Juvenile Probation Ofcr III♦ / Grd 15 / \$39,923.44	Juvenile Court	Slot 196 / Juvenile Probation Ofcr III♦ / Grd 15 / \$39,923.44	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 190 / Juvenile Probation Ofcr III♦ / Grd 15 / \$35,641.74	Juvenile Court	Slot 53 / Juvenile Probation Ofcr III♦ / Grd 15 / \$35,641.74	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 233 / Juvenile Probation Ofcr III♦ / Grd 15 / \$37,568.30	Juvenile Court	Slot 506 / Juvenile Probation Ofcr III♦ / Grd 15 / \$37,568.30	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Medical Examiner	Slot 4 / Forensic Med Exam Investgtr I* / Grd 16 / \$46,479.62	Medical Examiner	Slot 4 / Forensic Med Exam Investgtr II / Grd 18 / \$48,979.62	Promotion. Pay is between min and midpoint of pay grade.
Medical Examiner	Slot 4 / Forensic Med Exam Investgtr I* / Grd 16 / \$43,897.78	Medical Examiner	Slot 21 / Forensic Med Exam Investgtr I / Grd 16 / \$43,897.78	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Medical Examiner	Slot 5 / Forensic Med Exam Investgtr I* / Grd 16 / \$46,931.13	Medical Examiner	Slot 5 / Forensic Med Exam Investgtr II / Grd 18 / \$49,431.13	Promotion. Pay is between min and midpoint of pay grade.
Medical Examiner	Slot 21 / Forensic Med Exam Investgtr I / Grd 16 / \$46,479.62	Medical Examiner	Slot 4 / Forensic Med Exam Investgtr I* / Grd 16 / \$46,479.62	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Medical Examiner	Slot 26 / Forensic Med Exam Investgtr I* / Grd 16 / \$46,939.81	Medical Examiner	Slot 26 / Forensic Med Exam Investgtr II / Grd 18 / \$49,439.81	Promotion. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized                      ♦ FY 08 JA Project Pay Grade prior to 10/1/08 implementation</b>				

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

<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Medical Examiner</b>	Slot 27 / Forensic Med Exam Investgtr I* / Grd 16 / \$54,181.50	<b>Medical Examiner</b>	Slot 27 / Forensic Med Exam Investgtr II / Grd 18 / \$56,806.00	Promotion. Pay is between midpoint and max of pay grade.
<b>Sheriff</b>	Slot 13 / Captain Law Enforcement / Grd 28 / \$106,990.58	<b>Sheriff</b>	Slot 25 / Captain Law Enforcement / Grd 28 / \$106,990.58	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 25 / Captain Law Enforcement / Grd 28 / \$109,183.71	<b>Sheriff</b>	Slot 13 / Captain Law Enforcement / Grd 28 / \$109,183.71	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 290 / Corrections Officer / Grd 81 / \$38,737.92	<b>Sheriff</b>	Slot 1117 / Deputy Sheriff Law Enforcement* / Grd 72 / \$45,485.02	Promotion. Peace Office Pay Scale (POPS).
<b>Sheriff</b>	Slot 321 / Corrections Officer Sr* / Grd 83 / \$45,374.99	<b>Sheriff</b>	Slot 259 / Corrections Officer Sr* / Grd 83 / \$45,374.99	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 463 / Corrections Officer Sr / Grd 83 / \$51,363.94	<b>Sheriff</b>	Slot 1715 / Corrections Officer Sr / Grd 83 / \$51,363.94	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 1167 / Deputy Sheriff Sr Law Enfrcmt / Grd 74 / \$67,318.99	<b>Sheriff</b>	Slot 1584 / Deputy Sheriff Sr Law Enfrcmt / Grd 74 / \$67,318.99	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 1205 / Cert Peace Officer Sr / Grd 84 / \$54,758.91	<b>Sheriff</b>	Slot 1541 / Cert Peace Officer Sr / Grd 84 / \$54,758.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

**\* Actual vs Authorized**

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Sheriff</b>	Slot 1584 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$62,640.03	<b>Sheriff</b>	Slot 1167 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$62,640.03	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 1715 / Corrections Officer Sr / Grd 83 / \$46,475.10	<b>Sheriff</b>	Slot 1746 / Deputy Sheriff Law Enforcement / Grd 72 / \$49,235.06	Promotion. Peace Office Pay Scale (POPS).
<b>Sheriff</b>	Slot 1766 / Security Coord / Grd 12 / \$28,392.00	<b>Sheriff</b>	Slot 1629 / Security Coord / Grd 12 / \$28,392.00	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>* Actual vs Authorized</b>				

<b>AD HOC CLASSIFICATION CHANGE</b>							
		<b>Current</b>			<b>HRMD Recommends</b>		
<b>Dept.</b>	<b>Slot #</b>	<b>Auth Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>
<b>Records Mang &amp; Comm Resrc</b>	TBA	--	--	--	Archivist / 19XXX	E	19
<b>Department requested in order to meet department's needs. PBO has confirmed funding available. See attached Job Description.</b>							

**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 Human Resources Management Department Job Description

**Job Title: Archivist****Job Code: 19XXX****Pay Grade: 19****Effective Date: 12/02/08****SUMMARY OF FUNCTION:**

Under minimal supervision establishes a Travis County archives including planning, developing, overseeing and administering the arrangement, preservation, cataloging, and exhibition of historic records. Administers and is responsible for security and accessibility of records, including but not limited to accountability for materials management, descriptive data development, documentation of internal procedures, and control of holdings management data. May lead or supervise the work of others.

**DISTINGUISHING CHARACTERISTICS:**

This is in a series of job classifications within the Professional Support job family. This classification has wide latitude for individual initiative and independent judgment.

**EXAMPLES OF WORK PERFORMED:**

- Plans, develops, oversees and administers the county archives. Develops, implements and enforces policies and procedures to preserve, conserve, make available and ensure the security of records of enduring value regardless of the records' medium or format (electronic, photographic, video, digital or paper). Ensures compliance with applicable Federal, State and Local laws and regulations.
- Collaborates and negotiates with community leaders, elected and appointed officials and the general public to improve the collection through donations, to document the history of Travis County, and to preserve records of historic or enduring value that pertain to Travis County. Appraises potential donations.
- Manages space to maximize efficiencies. Implements systems for remote storage of archival holdings. Integrates newly accessioned records into existing holdings and manages location and inventory system for unprocessed records.
- Designs and creates in-person and online public exhibits of historic documents and artifacts. Serves as project manager for special projects, exhibitions, and Internet access initiatives.
- Researches new technologies, automation and new software and hardware for archives and records center, as needed.
- Educates the public through outreach, public speaking, and online exhibits. Serves as an information consultant to departments, elected officials, and academic researchers.
- Provides physical electronic access and digital collection management. Creates Internet site and wiki for online exhibits of photographs and documents. Creates and maintains automated catalogs and databases to maintain control over the collection and to organize digital images for both preservation and Internet publication.
- Performs reference, research and technical services to appropriately describe records and to create finding aids. Plans and implements locator systems and practices that allow efficient retrieval of documentation in electronic and paper formats. Develops retrieval systems, indexing vocabulary, authority controls, and other descriptive enhancements.
- Implements a standard electronic description strategy to coordinate participation in shared national systems.
- Identifies and analyzes historic records and prescribes appropriate preservation and storage actions regardless of record medium or format. Preserves records by identifying endangered materials and level of conservation work needed. Provides basic repair and preventive preservation for paper records. Recommends conservation and preservation microfilming priorities.
- Analyzes issues and develops and implements plans to preserve access to electronic records stored in obsolete technology.
- Researches grant sources and writes grants.
- Develops, collects, analyzes and maintains statistics.
- Performs administrative duties related to maintenance of the county archives, including assisting with the preparation of the department budget, purchase of supplies and equipment and support of the life-cycle control of records.

9

## Travis County Human Resources Management Department Job Description

**Job Title: Archivist**

**Job Code: 19XXX**

**Pay Grade: 19**

**Effective Date: 12/02/08**

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### **EXAMPLES OF WORK PERFORMED: (Cont.)**

- May lead or supervise the work of others, including assisting in the hiring, training, assigning work and appraising performance.
- Performs other job-related duties as assigned.

### **QUALIFICATION REQUIREMENTS:**

#### **Education and experience equivalent to:**

Master's degree in Library, Archives, Information Science or Museum Studies and one- to- three (1-3) years of archival, records, or information management work experience; and; including, demonstrated experience with archival processing according to standards.

#### **License:**

Possession of a valid Texas Driver's License may be required.

#### **Preferred:**

Work experience in county government or records management; or an undergraduate degree in political science, public administration, or history.

Certification with the Academy of Certified Archivists may be preferred.

### **KNOWLEDGE, SKILLS, AND ABILITIES:**

#### **Knowledge of:**

- Archival standards, theory, technology and processing.
- Federal, State, Local laws, rules, codes, procedures, and regulations applicable to archives and records management.
- Standard practices in area of assignment.
- Texas and Travis County history.
- Preservation standards and museum exhibition guidelines.
- Creation and management industry standard finding aids and inventory systems using XML, databases, or other electronic tools.
- Development of catalog descriptions, guides, finding aids, series inventories, and file indexes appropriate to appraisal results.
- XML schema and metadata development, thesaurus building, and subject indexing techniques.
- Computer equipment to include word processing, spreadsheets and databases, and related software applications, including Internet publishing and wiki software.
- History of information management technology and the challenges of preserving access.
- Business letter writing, grammar and punctuation and report preparation.

#### **Skill in:**

- Digital asset management, oral history management and archival exhibition production.
- Evaluating value and type of documents.
- Problem solving and decision-making.
- Conducting research.
- Project management.
- Both verbal and written communication.

#### **Ability to:**

- Communicate effectively both verbally and in writing.
- Design and create exhibit and displays.
- Abstract information from primary and secondary resources.
- Appraise, evaluate, and organize archival collections.
- Manage time well and perform multiple tasks, and organize diverse activities.

10

# Travis County Human Resources Management Department Job Description

**Job Title: Archivist**

**Job Code: 19XXX**

**Pay Grade: 19**

**Effective Date: 12/02/08**

**KNOWLEDGE, SKILLS, AND ABILITIES: (Cont.)**

**Ability to: (Cont.)**

- Operate a variety of office equipment and a computer including word processing, spreadsheets and databases.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with outside agencies, elected officials, other county staff, academics, community leaders, and the general public.

**PHYSICAL/ENVIRONMENTAL FACTORS:**

Physical requirements include lifting/carrying 20–50 pounds, occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, and basic office equipment. Subject to client/customer contact, bending, stooping/kneeling, walking, carrying, reaching, lifting moderately heavy equipment, boxes, sitting, standing, vision to monitor, repetitive motion, squatting to perform the essential functions. Exposure to dust, insects, and rodent droppings.

**WWC: 8810**

**EEO Function: 01**

**EEO Category: 02**

**FLSA Code: E**

This description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties performed and responsibilities required. It does not imply that all positions within the classification perform all of the duties listed, nor does it necessarily list all possible job-related duties that may be assigned.

//

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST



Voting Session: \_\_\_\_\_

I. A. Request made by: Alicia Perez, Exec. Mgr. Phone #: 854-9349  
(Elected Official Appointed Official Executive Manager County Attorney)

B. Requested topic:

**A. APPROVE THE WORKFORCE INVESTMENT SUMMARY WHICH HIGHLIGHTS FY2009 COMPENSATION AND BENEFITS DECISIONS OF THE COMMISSIONERS COURT**

**B. APPROVE PRINTING AND DISTRIBUTION OF THE WORKFORCE INVESTMENT SUMMARY TO TRAVIS COUNTY EMPLOYEES AS A PAYROLL STUFFER ON DECEMBER 15, 2008.**

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

Travis County Employees: this document contains important information regarding your salary and benefits.

Commissioners Court approved with the FY 09 Budget a competitive compensation and benefits package for Travis County Employees. The more than \$8.84 million workforce investment includes a cost-of-living increase, market competitive pay for Rank and File, a new Non-TCSO Peace Officers Pay Scale, career ladders, and more.

The County's strong health benefits package will continue with no increase to employees or dependents for health care premiums.

This FY 2009 Workforce Investment Summary, the Classified Rank and File, and, the Peace Officer Pay Scales may be accessed via the Travis County Intranet by clicking the "Workforce Investment Summary" link on the front page of Travis Central (<http://TravisCentral>).

Do you have a suggestion for improved efficiency or other cost-saving strategy? Please fill out the "Efficiency Feedback Form", available under the "Applications" tab in the "Resources" section of Travis Central.

## Handy Numbers

Optum Nurseline - 866-869-6358  
Employee Assistance Program (EAP) - 800-949-3822

Benefits Customer Service - 854-0404  
UHC Onsite representative - 854-8879

Wellness Specialist: Zetta Garnett - 854-9784

### Wellness & Health Clinics

- Airport - 854-7998
- Del Valle - 247-9191
- Main Clinic - 854-5509

Optum Nurseline 1-866-869-6358  
24/7 direct access to a nurse call if you are not sure whether to seek immediate medical treatment or if you have medical questions.

Employee Assistance Program (EAP) for free confidential counseling and legal and financial consultations 24/7 800-949-3822

Travis County Employee Benefits Customer Service 854-0404 for benefit plan related questions or need information on your benefits. You may also access our UHC onsite Representative Jennifer Mize at 854-8879 for UHC claim questions

Retirement questions Contact Cindy Purinton at 854-9626 to discuss the retirement process or TCDRS at 328-8889 or <http://www.tcdrs.org/> with questions or to request or print forms

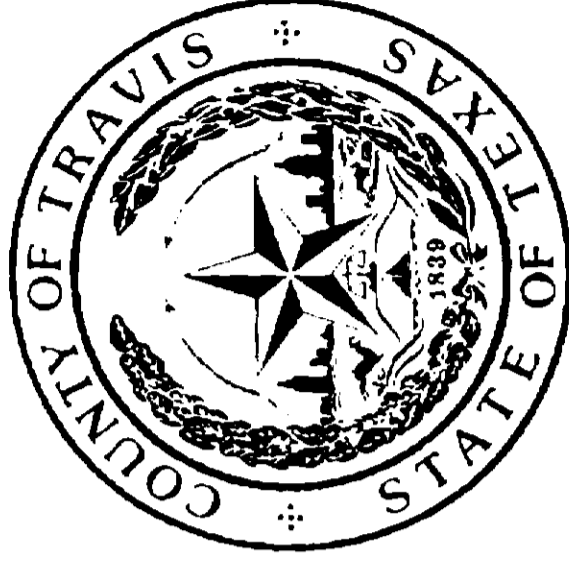
Take advantage of your FREE clinic services and screenings by calling

- Airport - 854-7998
- Del Valle - 247-9191
- Main Clinic - 854-5509

Any ideas or suggestions about Fitness or Wellness? Please contact Zetta Garnett your Wellness Specialist at 854-9874

© Travis County 2009

# 2009 Workforce Investment Summary Travis County Employees



## Travis County Commissioners Court

- County Judge  
**Samuel T. Biscoe**
- Commissioner Precinct 1  
**Ron Davis**
- Commissioner Precinct 2  
**Sarah Eckhardt**
- Commissioner Precinct 3  
**Gerald Daugherty**
- Commissioner Precinct 4  
**Margaret J. Gómez**



## Classified Rank and File Employees

### A. Cost-of-Living Adjustment (COLA)

- 3.0% awarded for full-time, regular employees on payroll as of 9/30/08
- \$900 for full time, regular employees who earn equal to or less than \$30,000 per year
- 3.0% or \$900 for part-time employees with benefits, proportional to hours worked

- Redlined employees will receive lump sum award for any portion above maximum of pay grade

- COLA effective 10/1/08 for 10/31/08 paychecks

### B. FY 08 Job Analysis Project

- Green-circled slots are funded to minimum of new pay grade (Green-Circled slots)

- Affected employees may receive a General Market Adjustment of 1% up to 3%

- Salary adjustments effective 10/1/08 for 10/31/08 paychecks

### C. Other Actions

- Livable Wage Rate increased from \$10.00 to \$11.00 effective 10/1/08 for 10/31/08 paychecks

- Bilingual Supplemental Pay Pilot Program was approved \*\* Implementation Details to Follow \*\*

- Continue the strategic 3-Year Job Analysis Project Cycle and Market Salary Survey

## Peace Officer Pay Scale Employees

### D. Non-Sheriff's Office Peace Officers

- Competitive salary increase reflected in new pay scale for Constables, Park Rangers and Investigators

- \$125 per month Emergency Medical Technician - Basic certification pay (Park Rangers)

- Effective 1/16/09 for 2/15/09 paychecks

### E. Peace Officer Pay Scale Employees

- Continue anniversary step increases

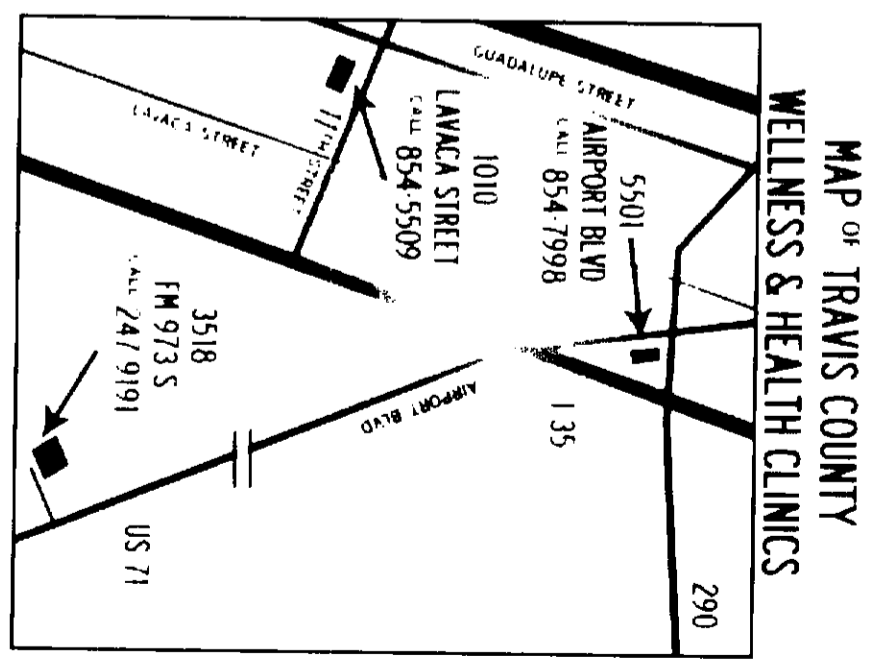
### F. Health and Wellness Benefits

- Health care premiums did not increase for the second consecutive year

- An increase in health care benefits which included 100% coverage for diabetic supplies and colonoscopies

- Additional Medical Staff to meet demand for Clinic services at three (3) locations

- Increased Wellness Programs and Activities



### G. Need More Information?

Contact your supervisor, department HR Liaison or call the Human Resources Management Department at 854-9165

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

9

Voting Session: December 2, 2008

I. A. Request made by: Wlicia 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  
ASSIGNMENT OF SPACE AT THE FIFTH FLOOR OF THE NED GRANGER  
BUILDING FOR THE INTERGOVERNMENTAL RELATIONS STAFF.

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:

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)

- \_\_\_\_\_ Contract, Agreement, Policy & Procedure

Commissioner's Office



## FACILITIES MANAGEMENT DEPARTMENT

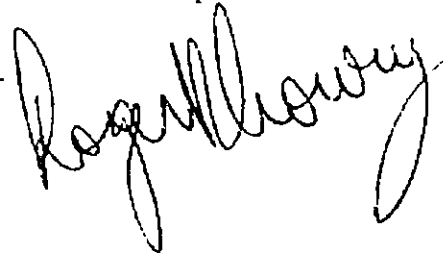
Roger A. El Khoury, M.S., P.E., Director

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

### MEMORANDUM

**TO:** The Commissioners Court

**VIA:** Alicia Perez, Executive Manager, Administrative Operations

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

**DATE:** November 25, 2008

**SUBJECT:** Assignment of Space – Intergovernmental Relations

#### Proposed Motion:

Consider and take appropriate action regarding the assignment of space at the fifth floor of the Ned Granger Building for the Intergovernmental Relations staff.

#### Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of 209 SF of space within the Executive Manager, Administrative Operations suite for the newly created Intergovernmental Relations function. The design and construction will be done with FMD staff.

#### Background:

The County funded this new Intergovernmental Relations function in the FY09 budget. Space is needed for the staff, and should be located in close proximity to the Commissioners Court suites. FMD has identified 209 SF of space within Ms. Perez's suite as shown on Exhibit One and Two. The necessary minor construction will be completed by FMD staff members and funded from operating accounts.

#### Budgetary and Fiscal Impact:

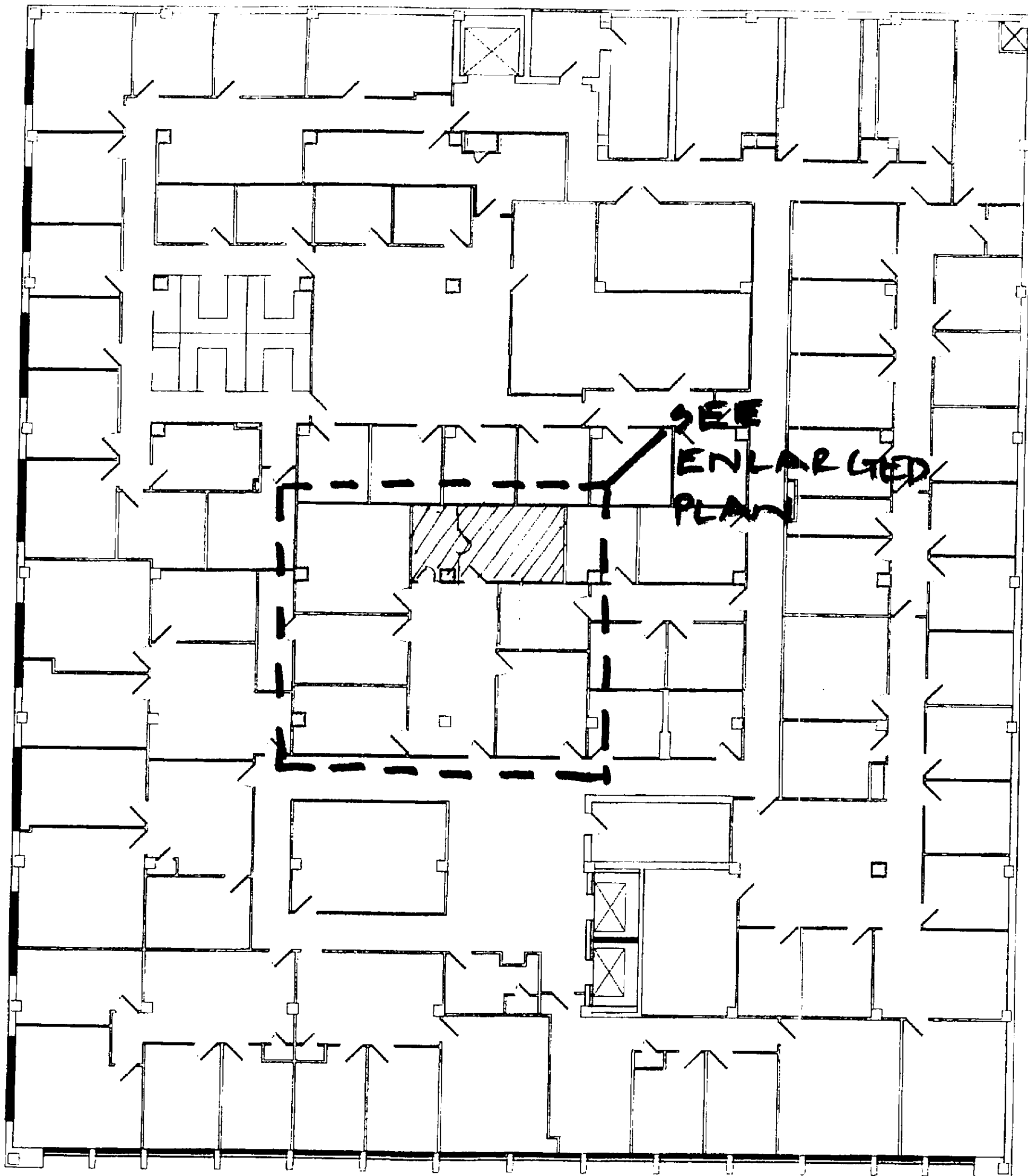
FY 09 Budget impact: None

#### Required Authorizations:

**LEGAL:** N/A  
**BUDGET:** N/A  
**PURCHASING:** N/A

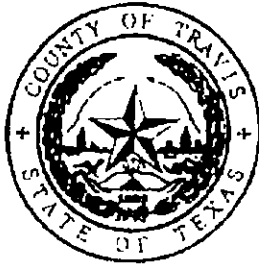
**Exhibits:**

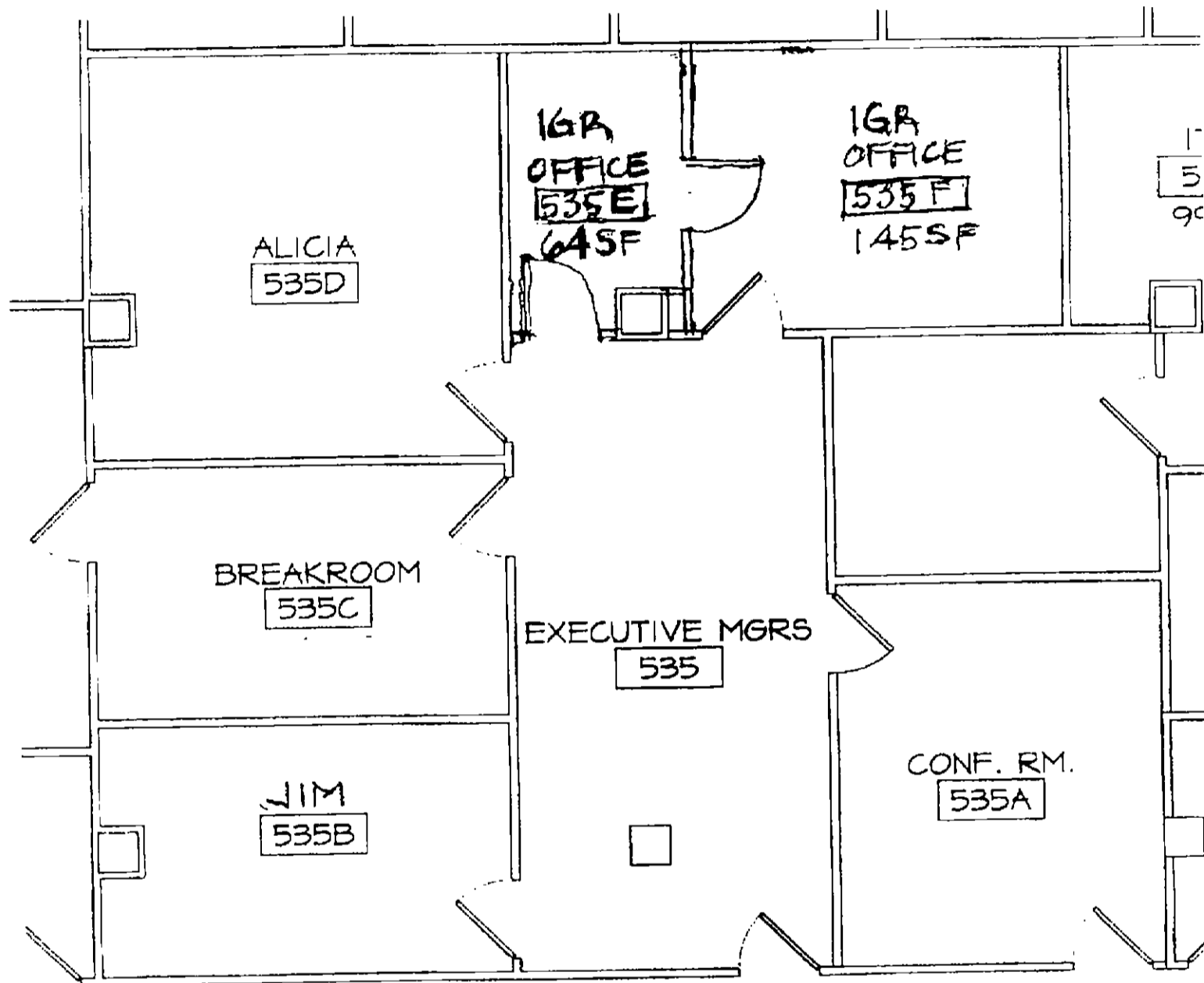
1. Ned Granger 5<sup>th</sup> Floor Plan
2. Proposed Intergovernmental Relations Offices



SEE  
ENLARGED  
PLAN



<p><b>FACILITIES MANAGEMENT DEPARTMENT</b></p> <p>Roger A. El Khoury, M.S., P.E., Director 1010 Lavaca, Suite 400 P.O. Box 1748 Austin, Texas 78767 (512) 954-9661</p>		<p><b>TRAVIS COUNTY ADMINISTRATION BLDG</b> 314 WEST 11TH STREET AUSTIN, TEXAS</p>	<p>5TH FL PLAN NTS 11-24-08</p>
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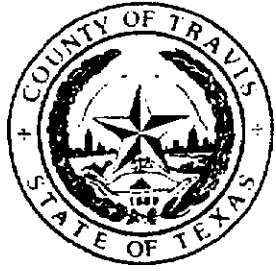
**FACILITIES  
MANAGEMENT  
DEPARTMENT**

Hoger, A. El Khoury, M.S., P.E., Director  
1010 Lavaca, Suite 400  
P.O. Box 1749  
Austin, Texas 78767  
(512)834-9561



**TRAVIS COUNTY  
ADMINISTRATION BLDG**  
314 WEST 11TH STREET  
AUSTIN, TEXAS

IGA PLAN  
1/8" = 1'-0"  
11-24-08



# TRAVIS COUNTY PURCHASING OFFICE

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

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

10

*Cyd V. Grimes 11/24/08*

Approved by: \_\_\_\_\_

**Voting Session: Tuesday, December 2, 2008**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR SAFETY SUPPLIES, IFB NO. B080265-NB, TO THE QUALIFIED LOW RESPONSIVE BIDDER, AMERICAN SAFETY UTILITY CORPORATION. (TNR)

***Points of Contact:***

**Purchasing:** Nancy Barchus 854-9764

**Department:** TNR, Joe Gieselman, Executive Manager, Dennis Miller, 854-9383, Christina Jensen, 854-9383

**County Attorney (when applicable):** John Hille, 854-9415

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** Roger El-Khoury, Facilities Management, Maria Wedhorn, Sheriff's Office

➤ **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.

This contract requires the vendor to supply safety supplies to Travis County Transportation and Natural Resources Department along with other Travis County departments.

On August 5, 2008, IFB # B080265-NB was issued through Bidsync. Six (6) bids were received on September 2, 2008. The Purchasing Office concurs with Travis County Transportation and Natural Resources recommendation to award a contract to the qualified low bidder, American Safety Utility Corporation.

The solicitation was for an overall catalog percentage discount. Two vendors bid 10% catalog discount. A schedule of items was used to compare the two bids and determine the lowest bidder.

Three (3) vendors did not bid on all items. Travis County exercised the option to award on an all or none basis. Another vendor was non-responsive, as they did not bid according to specifications.

➤ **Contract Expenditures:** There has not been a contract in place in the past 12 months.

➤ **Contract-Related Information:**

Award Amount: Estimated requirements, as needed basis

Contract Type: Annual

Contract Period: December 2, 2008 through December 2, 2009

➤ **Solicitation-Related Information:**

Solicitations Viewed: 115

Responses Received: 6

HUB Information: 0

% HUB Subcontractor: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Accounts: 001-4906-621-3015, 001-4906-621-3031,  
001-4906-621-3033, 001-4906-621-3035, 001-4906-621-3051,  
001-4906-621-3052, 099-4906-621-3033, 099-4906-621-3035,  
099-4906-621-3051, 099-4906-621-3052, 099-4906-621-3062

Comments: Requisitions will be entered into H.T.E. as needed.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.







**TRANSPORTATION AND NATURAL RESOURCES**  
**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

---

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

November 18, 2008

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
**FROM:** *Carol B. Gieselman*  
Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Award of Solicitation **B080265NB – Safety Supplies**

TNR has reviewed the above referenced bids and recommends award to the low responsive bidder, American Safety Utility Corp.

The Commodity codes are 200/006, 200/027, 200/045, 225/032, 270/084, 345/018, 345/032, 345/048, 345/056, 345/064, 345/072, 350/060, 393/033, 450/014, 450/017, 450/032, 475/009, 485/013, 485/063, 550/093, and 652/012.

The budget line items are 001-4906-621-3015, 001-4906-621-3031, 001-4906-621-3033, 001-4906-621-3035, 001-4906-621-3051, 001-4906-621-3052, 099-4906-621-3033, 099-4906-621-3035, 099-4906-621-3051, 099-4906-621-3052 and 099-4906-621-3062.

If you need additional information, please contact Christina Jensen at 854-7670.

*CJ*  
CJ:JPG:ej  
Contract File

TRAVIS COUNTY  
Account Balance Inquiry

11/18/08  
13:28:06

Fiscal Year . . . . . : 2009  
Account number . . . . . : 1-4906-621.30-15  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 06 SAFETY PROGRAM  
Basic activity . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 30 OPERATG SUPPLIES,RP&E,NC  
Object . . . . . : 15 OTHER GENERAL HARDWARE

Budget . . . . . : 4,636  
Encumbered amount . . . . . : 1,135.74  
Pre-encumbered amount . . . . . : .00  
Expenditures . . . . . : .00  
Total expenditures . . . . . : 1,135.74  
Balance . . . . . : 3,500.26

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY  
Account Balance Inquiry

11/18/08  
13:28:26

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-4906-621.30-31
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	06 SAFETY PROGRAM
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES, RP&E, NC
Object . . . . .	:	31 CUSTODIAL, LAUNDRY, CLEANG

Budget . . . . .	:	500
Encumbered amount . . . . .	:	419.10
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	.00
Total expenditures . . . . .	:	419.10
Balance . . . . .	:	80.90

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY  
Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-4906-621.30-33
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	06 SAFETY PROGRAM
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES, RP&E, NC
Object . . . . .	:	33 FOOD & GROCERY SUPPLIES

Budget . . . . .	:	4,020
Encumbered amount . . . . .	:	320.00
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	.00
Total expenditures . . . . .	:	320.00
Balance . . . . .	:	3,700.00

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY  
Account Balance Inquiry

11/18/08  
13:28:58

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-4906-621.30-35
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	06 SAFETY PROGRAM
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	35 CLOTHING, UNIFORMS

Budget . . . . .	:	3,167
Encumbered amount . . . . .	:	861.26
Pre-encumbered amount . . . . .	:	275.50
Expenditures . . . . .	:	691.42
Total expenditures . . . . .	:	1,828.18
Balance . . . . .	:	1,338.82

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY  
Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-4906-621.30-51
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	06 SAFETY PROGRAM
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	51 DENTAL,MEDICAL,SAFETY EQ

Budget . . . . .	:	20,408
Encumbered amount . . . . .	:	1,232.53
Pre-encumbered amount . . . . .	:	4,460.83
Expenditures . . . . .	:	1,224.44
Total expenditures . . . . .	:	6,917.80
Balance . . . . .	:	13,490.20

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY  
Account Balance Inquiry

11/18/08  
13:29:32

Fiscal Year . . . . . :	2009
Account number . . . . . :	1-4906-621.30-52
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	49 TNR (TRANS & NATRL RESRC)
Division . . . . . :	06 SAFETY PROGRAM
Basic activity . . . . . :	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . . :	1 TNR (TRANS & NATRL RESRC)
Element . . . . . :	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . . :	52 DRUG & PHARMACEUTICL SUPP

Budget . . . . . :	250
Encumbered amount . . . . . :	.00
Pre-encumbered amount . . . . . :	.00
Expenditures . . . . . :	.00
Total expenditures . . . . . :	.00
Balance . . . . . :	250.00

Press Enter to continue.

F3=Exit F12=Cancel



TRAVIS COUNTY  
Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4906-621.30-33
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	06 SAFETY PROGRAM
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES, RP&E, NC
Object . . . . .	:	33 FOOD & GROCERY SUPPLIES

Budget . . . . .	:	4,619
Encumbered amount . . . . .	:	118.75
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	.00
Total expenditures . . . . .	:	118.75
Balance . . . . .	:	4,500.25

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY  
Account Balance Inquiry

11/18/08  
13:30:01

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4906-621.30-35
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	06 SAFETY PROGRAM
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	35 CLOTHING, UNIFORMS

Budget . . . . .	:	4,104
Encumbered amount . . . . .	:	1,240.23
Pre-encumbered amount . . . . .	:	275.50
Expenditures . . . . .	:	108.00
Total expenditures . . . . .	:	1,623.73
Balance . . . . .	:	2,480.27

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY  
Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4906-621.30-51
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	06 SAFETY PROGRAM
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES, RP&E, NC
Object . . . . .	:	51 DENTAL, MEDICAL, SAFETY EQ

Budget . . . . .	:	14,609
Encumbered amount . . . . .	:	4,463.76
Pre-encumbered amount . . . . .	:	2,754.70
Expenditures . . . . .	:	699.12
Total expenditures . . . . .	:	7,917.58
Balance . . . . .	:	6,691.42

Press Enter to continue.

F3=Exit    F12=Cancel

TRAVIS COUNTY  
Account Balance Inquiry

11/18/08  
13:30:29

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4906-621.30-52
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	06 SAFETY PROGRAM
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	52 DRUG & PHARMACEUTICL SUPP

Budget . . . . .	:	500
Encumbered amount . . . . .	:	.00
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	.00
Total expenditures . . . . .	:	.00
Balance . . . . .	:	500.00

Press Enter to continue.

F3=Exit F12=Cancel

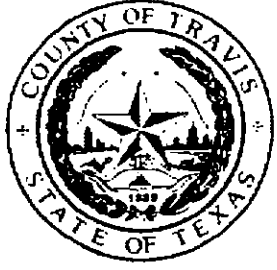
TRAVIS COUNTY  
Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	99-4906-621.30-62
Fund . . . . .	:	099 ROAD & BRIDGE FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	06 SAFETY PROGRAM
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	62 SIGNS,TRAFFIC CONTROL E&S

Budget . . . . .	:	1,637
Encumbered amount . . . . .	:	520.23
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	159.06
Total expenditures . . . . .	:	679.29
Balance . . . . .	:	957.71

Press Enter to continue.

F3=Exit F12=Cancel



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

11

Approved by: \_\_\_\_\_

*Cyd V. Grimes 11/25/08*

**Voting Session: Tuesday, December 2, 2008**

**REQUESTED ACTION: APPROVE CONTRACT AWARDS FOR FLAT TIRE AND TUBE REPAIR AND REPLACEMENT, IFB NO. B090051-RG, TO THE FOLLOWING LOW BIDDERS (TNR) :**

- (A) ACE ROADSIDE SERVICE – PRIMARY CONTRACTOR**
- (B) SOUTHERN TIRE MART – SECONDARY CONTRACTOR**

***Points of Contact:***

- Purchasing:** Rosalinda Garcia
- Department:** TNR, Joe 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:** Christina Jensen

➤ **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. This contract will provide flat tire and tube repair and replacement services for TNR.

A total of ten (10) vendors were solicited; three bids were received. The TNR department recommends to award a primary and a secondary contract to the lowest and next lowest qualified bidder.

➤ **Contract Expenditures:** Within the last 12 months \$20,516.00 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

- Award Amount: Estimated requirements, as needed basis
- Contract Type: Annual Contract
- Contract Period: December 10, 2008 through December 9, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: 10

Responses Received: 3

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s) 00149526215003, 09949516215009
- Comments: Requisitions are processed at time of requirement

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

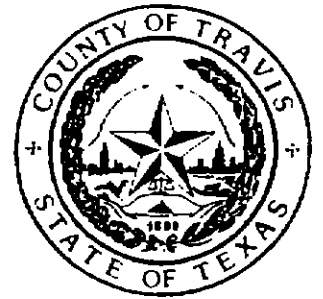
APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE



TRANSPORTATION AND NATURAL RESOURCES  
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

November 18, 2008

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
**FROM:** *Joseph P. Gieselman*  
Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Award of Bid. IFB# **B090051RG**  
**Flat Tire and Tube Repair and Replacement**

TNR has reviewed the above referenced bids and recommends award to the low responsive bidder, Ace Roadside Service. TNR would also like to award a secondary contract to Southern Tire Mart.

The commodity/sub-commodity codes for this contract are 928/082 and 929/073. The primary budget lines are 001-4952-621-5003 and 099-4951-621-5009.

If you need additional information, please contact Christina Jensen at 854-7670.

*CJ* CJ:JPG:cj  
Contract File



<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Vendor Notes:</b>
J & I Tire Service	First Offer - \$1.50
	1 / each \$1.50 Y

<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Vendor Notes:</b>
---	---

<b>B090051-RG-13-01 Markup (if any): Mark (if any)</b>					
<b>Vendor</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
ace roadside service	First Offer - 0.00%	1 / each	0.00%		Y

<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Vendor Notes:</b>
Southern Tire Mart	First Offer - 0.00%
	1 / each 0.00% Y

<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Vendor Notes:</b>
	Mark-up percentage may vary by manufacturer.

**Vendor Totals**

<b>ace roadside service</b>	<b>\$30,213.50 (53/53 items)</b>
<b>Bid Contact</b> francisco j acevedo veraolga1@gmail.com Ph 512-450-2922 Fax 512-447-2437	<b>Address</b> 409 w live oak st austin, TX 78704
<b>Qualifications</b> CISV HUB LCL MBE SB	
<b>Bid Notes</b> Off tires that meet retread requirements can be taken in as a credit to Travis County's account at the county's request. Account will be credited \$15.00 per tire that meets requirements.	

<b>Agency Notes:</b>	<b>Vendor Notes:</b> Off tires that meet retread requirements can be taken in as a credit to Travis County's account at the county's request. Account will be credited \$15.00 per tire that meets requirements.
----------------------	---

<b>Southern Tire Mart</b>	<b>\$35,786.35 (53/53 items)</b>
<b>Bid Contact</b> Bobby Harms bharms@stmtires.com Ph 817-529-2294 Fax 817-529-2295	<b>Address</b> 1833 Mony St. Fort Worth, TX 76102

<b>Agency Notes:</b>	<b>Vendor Notes:</b>
----------------------	----------------------

<b>J &amp; I Tire Service</b>	<b>\$40,056.50 (52/53 items)</b>
<b>Bid Contact</b> Julio Tooress Ph 512-243-3053	<b>Address</b> 11509 Carl Dr. Creedmoor, TX 78610
<b>Agency Notes:</b>	<b>Vendor Notes:</b>

\*\*

GM200I13

TRAVIS COUNTY

11/20/08

Fiscal Year 2009

Account Balance Inquiry

08:52:08

Account number . . . . : 1-4952-621.50-03  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 52 FLEET SERVICES  
Activity basic . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 50 REPR & MTNC-SERVCS PURCHD  
Object . . . . . : 03 REPAIRS - AUTOS & TRUCKS

Original budget . . . . . : 203,506  
Revised budget . . . . . : 218,179 10/01/2008  
Actual expenditures - current . : 3,755.81  
Actual expenditures - ytd . . . : 6,845.98-  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 72,549.33  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 9,294.96  
Total expenditures & encumbrances: 78,754.12 36.1%  
Unencumbered balance . . . . . : 139,424.88 63.9

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

GM200I13

TRAVIS COUNTY

11/20/08

Fiscal Year 2009

Account Balance Inquiry

08:52:17

Account number . . . . : 99-4951-621.50-09  
Fund . . . . . : 099 ROAD & BRIDGE FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 51 VEHICLE/EQUIP/BLDG. MAINT  
Activity basic . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 50 REPR & MTNC-SERVCS PURCHD  
Object . . . . . : 09 REPRS-ROAD MACHRY & EQUIP

Original budget . . . . . : 76,500  
Revised budget . . . . . : 100,650 10/01/2008  
Actual expenditures - current . . : 182.95  
Actual expenditures - ytd . . . . : 885.75-  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 8,064.58  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 20,000.00  
Total expenditures & encumbrances: 27,361.78 27.2%  
Unencumbered balance . . . . . : 73,288.22 72.8

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. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

12

Approved by: \_\_\_\_\_

*Cyd V. Grimes 11/21/08 MB*

**Voting Session: Tuesday, December 2, 2008**

**REQUESTED ACTION:** APPROVE ISSUANCE OF FOLLOWING JOB ORDERS, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (FM)

- A. JOB ORDER NO. 28
- B. JOB ORDER NO. 29

***Points of Contact:***

**Purchasing:** Richard Villareal

**Department:** Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Gabe Stock, Sr. Architectural Associate

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** Administrative Operations, Alicia Perez, Executive Manager

➤ **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.

Facilities Management requests approval for issuance of Job Order No. 28 to Architectural Habitat of Austin, Inc. This job order is issued for minor construction work related to the new exterior ADA compliant ramp at the Precinct Three Office Building. Construction will require installation of a ADA compliant ramp and galvanized metal guard rail as well as sprinkler repairs around the affected areas. Upon approval, Job Order No. 28 will be issued at the total negotiated cost of \$36,626.80.

Facilities Management requests approval for issuance of Job Order No. 29 to Architectural Habitat of Austin, Inc. This job order is issued for minor construction and renovation services for the remodel of the CSCD Counseling Program at the Precinct Four Office Building. Renovation will require millwork, wall finishes, floor covering, doors, electrical, fire alarm/sprinkler system and demolition of drywall and framing. Upon approval, Job Order No. 29 will be issued at the total negotiated cost of \$81,856.00.

➤ **Contract Expenditures:** Within the last 12 months \$1,261,539.55 has been spent against this contract.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is a HUB

% 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.: (Req. No. 451466 & 456529)
- Funding Account(s): 001-1415-525-8123 and 001-1405-824-8102
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

*Marie ACTION*  
*Rich*  
*11-26-08*  
*MB*

RECEIVED

TRAVIS COUNTY

**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

PURCHASING  
OFFICE

FMD# PCT3-01-03C-3N

File: 802

**MEMORANDUM**

**TO:** Cyd Grimes, CPM, Purchasing Agent  
**VIA:** Roger A. El Khoury, M.S., P.E., Director  
**FROM:** Gabe Stock, Senior Architectural Associate  
**DATE:** November 18, 2008  
**SUBJECT:** Exterior ADA Ramp-PCT 3  
Contract No. 07K00307RV – Job Order #28

Facilities Management Department recommends issuance of a purchase order, in the amount of \$36,626.80, to Architectural Habitat for construction work related to the new exterior ADA ramp at the Precinct Three Office Buildings. The cost proposal is fair and reasonable. The ramp addition will provide a convenient accessible path from the new bus stop to buildings A and B. Architectural Habitat is a Job-Order Contractor (JOC) currently doing work for Travis County under the above referenced contract. Funds for this purchase order are in account #001-1415-525-8123 and are encumbered under the requisition number 451466. The performance period for this work will be 45 days.

Your assistance in posting this item for Commissioner Court approval on the December 2, 2008 Voting Session agenda is greatly appreciated so that this project can move forward without any delays. If you have any questions or need additional information, please call Gabe Stock at extension 45240.

**ATTACHMENT:**

- 1) Cost Proposal from Architectural Habitat

**COPY TO:**

Alicia Perez, Executive Manager, Administrative Operations  
Amy Draper, CPA, Financial Manager, Facilities Management  
Richard Villareal, Construction Procurement Specialist, Purchasing Office

Sheet1

PROJECT NAME: TRAVIS COUNTY		ARCHITECTURAL HABITAT
ADDRESS: PRECINCT 3		1707 WEST KOENIG LANE
DATE: 9-12-08		AUSTIN, TX 78756
		512/458-2190 (FAX) 458-2199
		<a href="mailto:arch_habitat@sbcglobal.net">arch_habitat@sbcglobal.net</a>
FILE NAME: PRECINCT 3		WWW.ARCHITECTURAL
REVISED: 11-10-08		HABITAT.COM
REVISED: 11-17-08		
<b>PROPOSAL</b>		
INSTALL HANDICAP ADA RAMP AS PER PLANS		\$ 17,050.00
INC. SPRINKLER REPAIRS		
EARTHWORK		
SEEDING - NO MAINTENANCE INCL		
CONSTRUCT 1 1/2" DIA. GALVANIZED METAL GUARD RAIL		\$ 11,500.00
SUPERVISION - 6 WEEKS		\$ 3,200.00
<b>SUBTOTAL:</b>		\$ 31,750.00
<b>GC MARKUP/PROFIT:</b>		\$ 3,810.00
<b>BOND FEE:</b>		\$ 1,066.80
<b>GRAND TOTAL:</b>		\$ 36,626.80
1 NO PERMIT		
2 WORK DURING REGULAR HOURS		
3 SEEDING OF GROUND ONLY - NO MAINTENANCE		
4 PLEASE ALLOW AT LEAST 6 WEEKS TO COMPLETE.		
SUBMITTED BY: JAN CANNADAY FOR ARCHITECTURAL HABITAT, DATE: 11-17-08		

*Marin - ACTION*



*Rich  
11-20-08  
[Signature]*

**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

PURCHASING  
OFFICE

**FMD# PCT4-07-08R-4R**

**File: 802**

**MEMORANDUM**

**TO:** Cyd Grimes, CPM, Purchasing Agent

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

**FROM:** Gabe Stock, Senior Architectural Associate

**DATE:** November 18, 2008

**SUBJECT:** Remodel for CSCD Counseling Program-PCT 4  
Contract No. 07K00307RV – Job Order #29

*[Signature: Roger El Khoury]*

Facilities Management Department recommends issuance of a purchase order, in the amount of \$81,856.00, to Architectural Habitat for construction work related to the remodel for the CSCD Counseling Program at the Precinct Four Office Building. The cost proposal is fair and reasonable. The renovations will provide space for the CSCD Counseling Program. Architectural Habitat is a Job-Order Contractor (JOC) currently doing work for Travis County under the above referenced contract. Funds for this purchase order are in account #001-1405-824-8102 and are encumbered under the requisition number 456529. The performance period for this work will be 45 days.

Your assistance in posting this item for Commissioner Court approval on the December 2, 2008 Voting Session agenda is greatly appreciated so that this project can move forward without any delays. If you have any questions or need additional information, please call Gabe Stock at extension 45240.

**ATTACHMENT:**

- 1) Cost Proposal from Architectural Habitat

**COPY TO:**

Alicia Perez, Executive Manager, Administrative Operations  
 Amy Draper, CPA, Financial Manager, Facilities Management  
 Richard Villareal, Construction Procurement Specialist, Purchasing Office



PROJECT NAME: CSCD - INTERIOR REMODELING		ARCHITECTURAL HABITAT
ADDRESS: PRECINCT 4		1707 WEST KOENIG LN
		AUSTIN, TX 78756
PLAN DATE: 11-3-08		512/458-2190
		512/458-2199 (FAX)
FILE NAME: PREC4		ARCH_HABITAT@SBCGL
BID DATE: 11-10-08		
<b>PROPOSAL</b>		
SUPERVISION		\$ 6,800.00
FINAL CLEAN		\$ 900.00
TRASH REMOVAL - RECYCLING		\$ 1,950.00
DAY LABOR		\$ 500.00
MILLWORK		\$ 740.00
DOORS/FRAMES/HARDWARE		\$ 10,666.00
FURNISH AND INSTALL PROTEK CHAIR RAIL		\$ 1,827.00
GLASS		\$ 1,647.00
DEMO/DISMANTLE/TRANSPORT		
ACCORDIAN WALLS		\$ 2,575.00
DEMO/DRYWALL/ACOUSTICAL CEILINGS		\$ 18,455.00
WALL FINISHES		\$ 8,861.00
FURNISH/INSTALL CARPET TILE & COVE BASE		\$ 2,620.00
HVAC		\$ 400.00
PLUMBING		\$ -
ELECTRICAL		\$ 6,670.00
FIRE ALARM		\$ 1,312.00
FIRE SPRINKLER		\$ 5,034.00
	<b>SUBTOTAL:</b>	\$ 70,957.00
	<b>PROFIT/OVERHEAD:</b>	\$ 8,514.84
	<b>BOND FEE</b>	\$ 2,384.16
	<b>TOTAL PRICE:</b>	\$ 81,856.00
<b>ASSUMPTIONS, EXCLUSIONS AND CLARIFICATIONS:</b>		
1 EXCLUDED ARE ANY ITEMS NOT SPECIFICALLY LISTED ABOVE.		
2 ASSUME WORK DURING REGULAR HOURS.		
BY:	JAN CANNADAY	ARCHITECTURAL HABITAT OF AUSTIN, INC.
DATE:	11/10/2008	

Architectural Habitat of Austin, Inc.  
Attn.: Ms Jan Cannaday  
1707 West Koenig Lane  
Austin, Texas 78756

PROCEED  
TRAVIS COUNTY  
NOV 21 4 53 PM '08  
PURCHASING  
OFFICE

- A. JOB ORDER NO. 28, WHICH REQUIRES ARCHITECTURAL HABITAT OF AUSTIN, INC. TO PERFORM MINOR CONSTRUCTION WORK FOR AN ADA RAMP AT THE PRECINCT THREE BUILDING, AS PER CONTRACT REQUIREMENTS, ARCHITECTURAL HABITAT OF AUSTIN, INC. ESTIMATE, SCOPE OF WORK, PLANS & SPECIFICATIONS, AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF \$36,626.80 IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: FORTY-FIVE (45) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.

ARCHITECTURAL HABITAT OF AUSTIN, INC.

Jan Cannaday 11-19-08  
JAN CANNADAY DATE

Cyd V. Grimes 11/21/08  
CYD V. GRIMES, C.P.M. DATE  
TRAVIS COUNTY PURCHASING AGENT

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

CONTRACT NO. 07K00307RV

Job Order No. 29  
Dated November 19, 2008

Architectural Habitat of Austin, Inc.  
Attn.: Ms Jan Cannaday  
1707 West Koenig Lane  
Austin, Texas 78756

RECEIVED  
TRAVIS COUNTY  
NOV 21 11 36 AM '08  
PURCHASING  
OFFICE

- A. JOB ORDER NO. 29, WHICH REQUIRES ARCHITECTURAL HABITAT OF AUSTIN, INC. TO PERFORM MINOR CONSTRUCTION AND RENOVATION SERVICES AT THE CSCD COUNSELING PROGRAM AT THE PRECINCT FOUR BUILDING, AS PER CONTRACT REQUIREMENTS. ARCHITECTURAL HABITAT OF AUSTIN, INC. ESTIMATE, SCOPE OF WORK, PLANS & SPECIFICATIONS, AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF \$81,856.00 IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: FORTY-FIVE (45) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.

ARCHITECTURAL HABITAT OF AUSTIN, INC.

Jan Cannaday 11-19-08  
JAN CANNADAY DATE

Cyd V. Grimes 11/21/08  
CYD V. GRIMES, C.P.M. DATE  
TRAVIS COUNTY PURCHASING AGENT

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

PURCHASE REQUISITION NBR: 0000451466  
STATUS: DEPARTMENT APPROVAL  
REASON: NEW PO - PCT 3 ADA RAMP ATTN: R VILLAREAL  
DATE: 9/22/08  
REQUISITION BY: AMY DRAPER 854-9040  
SHIP TO LOCATION: FACILITIES MANAGEMENT  
SUGGESTED VENDOR: 9584 ARCHITECTURAL HABITAT AUSTIN  
DELIVER BY DATE: 1/31/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ACCESSIBLE ADA RAMP FOR PRECINCT 3 PER QUOTE REVISED DATE 11/17/08 POC: GABRIEL STOCK 854 5240 COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: SIDEWALK CONSTRUCTION	34795.46	DOL	1.0000	34795.46	
2	RETAINAGE PCT 3 ACCESSIBLE ADA RAMP COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: SIDEWALK CONSTRUCTION	1831.34	DOL	1.0000	1831.34	

REQUISITION TOTAL: 36626.80

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00114155258123	CAPITAL OUTLAY INFRASTRUCTURE/IMPROVEMET	34795.46
2	00114155258123	CAPITAL OUTLAY INFRASTRUCTURE/IMPROVEMET	1831.34
			36626.80

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:  
10/27/08 SENT BACK.GMC  
11/18/08 UPDATED. AD

REQUISITION BY: AMY DRAFFER 854 9040

STATUS: AUDITOR APPROVAL  
REASON: NEW PO PGT 4 OSCD REMOVEL ATTN: R VILLAREAL

DATE: 11 18 08

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 9584 ARCHITECTURAL HABITAT AUSTIN

DELIVER BY DATE: 1 31 09

PURCHASE REQUISITION NBR: 0000456529

1 RENOVATIONS FOR OSCD COUNSELLING PROGRAM AT  
 PRECINCT 4 PER BID DATED 11/10/08  
 POC: GABRIEL STOCK 854-5240  
 COMMODITY: BUILDING IMPROVEMENT SVCS  
 SUBCOMMOD: GEN BUILDING IMPROVEMENTS  
 77763.20 DOL 1.0000 77763.20

2 RETAINAGE - OSCD COUNSELLING PROGRAM AT PGT 4  
 COMMODITY: BUILDING IMPROVEMENT SVCS  
 SUBCOMMOD: RETAINAGE  
 4092.80 DOL 1.0000 4092.80

REQUISITION TOTAL: 81856.00

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00114058248102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROV	77763.20
2	00114058248102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROV	4092.80
			81856.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

POC: GABRIEL STOCK 854-5240



TRAVIS COUNTY PURCHASING OFFICE

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

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

13

Approved by: \_\_\_\_\_

*Cyd V. Grimes 11/24/08*

**Voting Session: Tuesday, December 2, 2008**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR BLANKET JUDGES PROFESSIONAL LIABILITY INSURANCE, RFP P090040-OJ, TO THE QUALIFIED RESPONDENT, HEBERT L. JAMISON AND COMPANY. (HRMD)

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** HRMD, Donna Stirman, 854-9584, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

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

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

08 NOV 25 PM 1:12  
COUNTY PURCHASING OFFICE

➤ **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 will provide a blanket judges professional liability insurance for the District and County Court Judges.

On October 8, 2008, RFP #P090040-OJ was issued through BidSync, for a twelve (12) month Term Contract for a blanket judges professional liability insurance for the District and County Court Judges. One (1) proposal was received on October 27, 2008.

The Purchasing Office concurs with the recommendation from the Human Resource Management Department to award a contract to the qualified Proposer, Herbert L. Jamison & Company, West Orange, New Jersey. The recommendation is based on the premium offered and meeting the proposal requirements. An evaluation matrix was not prepared due to the sole proposal received.

The coverage will be through Columbia Casualty Company, a member of the group of CNA Insurance Company, at an annual contract premium of \$46,200.00. In addition, County shall pay the Texas surplus lines tax of 4.85%. HRMD has funded Requisition No. 456926, which has been entered in HTE.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$48,440.70 (Fixed Amount)

Contract Type: Annual Contract

Contract Period: December 1, 2008 through November 30, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: 11 Responses Received: 1

HUB Information: Vendor is not a HUB % 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.: 456926

Funding Account(s): 525-1140-522-4401

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_ by Auditor.

PURCHASE REQUISITION NBR: 0000456926  
 STATUS: AUDITOR APPROVAL  
 REASON: CONTRACT AWARD RFP # P090040 OJ  
 DATE: 11/20/08

REQUISITION BY: MARGIE SOLANO 854 9239  
 SUGGESTED VENDOR: 9647 HERBERT L JAMISON AND COMPANY  
 DELIVER BY DATE: 12/31/09

SHIP TO LOCATION: HUMAN RESOURCES MGT.

LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

1	BLANKET JUDGE'S PROFESSIONAL LIABILITY INSURANCE	46200.00	DOL	1.0000	46200.00	
	COMMODITY: MISCELLANEOUS SERVICES					
	SUBCOMMOD: INSURANCE PREMIUMS					
2	TEXAS SURPLUS TAX	2240.70	DOL	1.0000	2240.70	
	4.85% TEXAS SURPLUS TAX					
	COMMODITY: MISCELLANEOUS SERVICES					
	SUBCOMMOD: INSURANCE PREMIUMS					

REQUISITION TOTAL: 48440.70

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52511405224401	INSURANCE PREMIUMS	100.00	46200.00
		GENERAL INSURANCE PREMIUM		
2	52511405224401	INSURANCE PREMIUMS	100.00	2240.70
		GENERAL INSURANCE PREMIUM		
				48440.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.





## *Human Resources Management Department*

1010 Lavaca, Second Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-3128

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November 25, 2008

### MEMORANDUM

TO: Lolly Jones, Purchasing

FROM: Dan Mansour, Risk & Benefits

SUBJECT: Judges Professional Liability Blanket Insurance

Risk Management has reviewed the proposal from Herbert L. Jamison & Co., L.L.C. for Judges Professional Liability Blanket Insurance and find it to be acceptable.

No evaluation matrix was completed as theirs was the sole proposal received.

The premiums in the amount of \$48,440.70, which includes a 4.85% Texas surplus tax, is to be paid from 525-1140-522-4401.

If you have any questions, please do not hesitate to contact me.

DM/dps

xc: Margie Solano  
Donna Stirman



# TRAVIS COUNTY PURCHASING OFFICE

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

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

14

Approved by: \_\_\_\_\_

*Cyd V. Grimes* 11/21/08 *OR*

**Voting Session: Tuesday, December 2, 2008**

**REQUESTED ACTION: APPROVE CONTRACT FOR WILDLIFE MANAGEMENT SERVICES ON VARIOUS PARKS AND PRESERVE TRACTS OWNED OR MANAGED BY TRAVIS COUNTY. (TNR)**

**Points of Contact:**

**Purchasing:** Rebecca Gardner

**Department:** TNR- Kevin Connally, Joseph P. Gieslman, Executive Manager

**County Attorney (when applicable):** Tenely Aldredge

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro And Jose Palacios

**Other:**

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COUNTY CLERK'S OFFICE  
08 NOV 25 PM 1:42

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

Travis County Transportation and Natural Resources (TNR) manages over 12,000 acres of land classified as parks, open space, and preserves. As stewards of these lands Travis County has monitored and managed white-tailed deer and feral hog populations on various tracts to ensure the health and sustainability of native wildlife populations.

TNR seeks a Contractor to provide management of deer and feral hog populations through actions focused on public safety and consistent with sound biological management practices. TNR's goals are to protect the health and safety of the public, prevent habitat degradation, and maintain healthy and sustainable wildlife populations.

TNR requests the approval of contract number PS090067RE with Orion Research and Management Services for these services.

With approval of this contract, the Commissioners Court hereby orders that this contract be exempt from the bidding requirements of the County purchasing Act pursuant to Section 262.024(a)(4), Texas Local Government Code, as a contract for personal and professional services.

➤ **Contract Expenditures:**  Not applicable

➤ **Contract-Related Information:**

Award Amount: \$13,500.00

Contract Type: Professional Services

Contract Period: December 2, 2008-December 1, 2009

➤ **Contract Modification Information:**

Modification Amount: NA

Modification Type: NA

Modification Period: NA

➤ **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.: 455109

Funding Account(s): 038-4909-629-6099

Comments:

➤ **Statutory Verification of Funding:**

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



TRAVIS COUNTY  
TRANSPORTATION AND NATURAL RESOURCES  
INTRA-DEPARTMENT MEMORANDUM

*Marvin  
ACTION  
think your  
already  
started*

November 6, 2008

TO: Cyd Grimes, Purchasing Agent  
FROM: *Joseph P. Gieselman*  
Joseph P. Gieselman, Executive Manager  
SUBJECT: Purchasing Request Memo for Scope of Services and Contract for TNR  
Wildlife Management Activities

RECEIVED  
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TRAVIS COUNTY

TNR's Natural Resources and Environmental Quality Division (NREQ) seek to hire a Contractor to provide wildlife management services on various Parks and Preserve tracts owned or managed by Travis County.

Rose Farmer, Natural Resources Program Manager (X47214) is the NREQ point of contact for details regarding the Scope of services and oversight of this program.

Funding for this effort will be provided through account - 038-4909-629-6099, under requisition # 455109, listed as commodity/sub-commodity - 961/032. Please contact Donna Williams-Jones (x47677) if there are any questions regarding financial arrangements.

Please proceed to develop an appropriate Scope of Services and Contract to allow NREQ and Parks to initiate the needed services in a timely fashion.

Please let me know if there are any questions, and thank you for your help.

CC: Rebecca Gardner, Purchasing  
*MG* Marvin Brice, Purchasing  
Kevin Connally, TNR  
Donna Williams-Jones, TNR

TRAVIS COUNTY  
Purchase Requisition

Number . . . . . : 0000455109  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : READY FOR BUYER PROCESS  
 Reason . . . . . : ROUTINE SERVICES ATTN: REBECCA GARDNER  
 By . . . . . : DONNA WILLIAMS 854-7677  
 Date . . . . . : 10/29/08  
 Vendor . . . . . : ORION RESEARCH & MGMT SRVS INC  
 Contract nbr . . . . . :  
 Ship to . . . . . : AI AS INDICATED BELOW  
 Deliver by date . . . . . : 10/29/08  
 Buyer . . . . . : RE REBECCA GARDNER  
 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	13500.00	DOL	DEER MANAGMENT SERVICES FOR BALCONES CANYONLAND PRESERVE PROGRA

Total: 13500.00  
F9=Print

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

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §  
County OF TRAVIS §

**DRAFT**

This Agreement is made and entered into by and between Travis County, Texas, ("County") and Orion Research and Management Services, a Texas non-profit organization organized and operating in the State of Texas ("Contractor").

WHEREAS, County desires to contract with a professional wildlife management firm to provide management of deer and feral hog populations through actions and strategies focused on public safety and consistent with sound biological management practices; and

WHEREAS, County additionally believes that the services provided by Contractor will enhance and improve the process by which free-ranging white-tailed deer are harvested from Travis County-owned and Travis County-managed lands and subsequently donated to Caritas of Austin for the purpose of feeding low-income families in local central Texas communities, pursuant to a separate agreement with Caritas and other Texas agencies participating in the "Hunters for the Hungry" program; and

WHEREAS, Contractor and the employees of Contractor have the ability, expertise, experience, and any necessary permits, licenses and certificates to furnish such professional services.

NOW, THEREFORE, County and Contractor agree as follows:

I. EMPLOYMENT OF THE Contractor

1.1 County shall employ Contractor as an independent contractor and, subject to the needs of the County and the availability of Contractor, Contractor shall perform the professional services described in the following sections.

1.2 The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4), Texas Local Government Code, as a contract for personal and professional services.

1.3 County and Contractor acknowledge and agree that:

PS090067RE

- (a) Contractor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor;
- (b) no employee of Contractor shall be considered an employee of County, or gain any rights against County pursuant to County's personnel policies;
- (c) no employee of Contractor shall claim any benefits from County other than the payments set forth in this Agreement;
- (d) none of Contractor's employees have a contractual relationship with County.

## II. AUTHORITY OF THE TRAVIS COUNTY PROJECT MANAGER

2.1 The Program Manager of the Travis County Transportation and Natural Resources Department's Natural Resources and Environmental Quality Division (the "Project Manager") will act on behalf of the County with respect to the work to be performed under this Agreement. The Project Manager shall have complete authority to interpret and define County's policies and decisions with respect to Contractor's services.

2.2 The Project Manager may designate representatives to transmit instructions and receive information. The Project Manager shall supervise the performance of Contractor's services under this Agreement and Contractor shall cooperate fully with the Project Manager in the performance of such services.

2.3 In the event of any dispute arising out of the performance of Contractor's services specified in this Agreement, the decision of the Project Manager shall be final and binding; provided, however, Contractor may appeal the Project Manager's decision, in writing, to the Travis County Commissioners Court, which has final authority to affirm, reverse or modify the Project Manager's decision.

## III. SCOPE OF SERVICES

3.1 Contractor's basic services shall consist of all elements of work and preparation required to provide the necessary deer and feral hog population management services on various tracts of County-managed preserve land, as described in the Scope of Services attached hereto as **Exhibit 1** and made a part hereof for all purposes (the "Services"). Contractor shall perform the Services in a satisfactory manner as determined by County.

PS090067RE

3.2 In performing the Services, Contractor shall comply with all applicable federal, state and local laws, rules, regulations, guidelines, permitting and licensing requirements, and established goals pertaining to the Services, including without limitation the following:

- (i) the Bill Emerson Good Samaritan Food Act, 42 U.S.C.S. § 1791;
- (ii) the Texas Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.001 et seq.;
- (iii) the terms and conditions of the U.S. Fish and Wildlife Service ("USFWS") regional 10(a)(b) permit jointly held by Travis County and the City of Austin;
- (iv) all terms and conditions, policies and procedures comprising the Balcones Canyonlands Preserve ("BCP") Land Management Plan;
- (v) rules, regulations and guidelines promulgated by the Texas Parks and Wildlife Department ("TPWD"), including possession of a valid TPWD-issued Scientific Collection Permit, a TPWD-issued Hunting License, and proof of TPWD (or equivalent) Hunter Education Certification that meets International Hunter Education Association standards;
- (vi) rules, regulations and guidelines promulgated by the Lower Colorado River Authority; and
- (vii) the Wildlife Management Program goals established by the Travis County Natural Resources.

#### IV. COORDINATION WITH County

4.1 Contractor agrees to and shall cooperate to the greatest extent possible with County officials and staff in the performance of the services to be rendered under this Agreement. Contractor shall meet on an as needed basis with the Director to discuss the progress and goals of the Projects.

#### V. COMPENSATION

5.1 Contractor shall be compensated for satisfactory performance of the Services as follows: County shall pay Contractor the sum of TWO HUNDRED AND TWENTY-FIVE AND NO/100 DOLLARS (\$225.00) per animal removed from the County-managed BCP property; provided, however, in no event shall the total amount payable to Contractor in any one year for the removal of deer and feral hogs from the BCP property exceed the sum of THIRTEEN THOUSAND FIVE HUNDRED AND FIFTY AND NO/100 DOLLARS (\$13,500.00), representing a total of sixty (60) animals removed from that property, allocated between deer and feral hogs as specified in the Scope of Services. Amounts exceeding this limit shall require the prior approval of the Travis County Commissioners Court.



PS090067RE

5.2 As described in the Scope of Services, County shall have the option to expand the scope of this Agreement by requesting Contractor to perform deer population management services on Pace Bend Park land as well as on BCP property, in consideration of which County shall pay Contractor the same sum (\$225.00 per removed animal). In no event shall the total amount payable to Contractor in any one year exceed the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,500.00), representing a total of one hundred (100) deer removed from the Pace Bend Park property. Amounts exceeding this limit shall require the prior approval of the Travis County Commissioners Court.

5.3 County shall not be responsible for any payments under this Agreement if the Services are not performed to County's satisfaction.

5.4 Contractor and its employees are responsible for reporting all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with the Services performed under this Agreement and shall be solely obligated to pay any and all taxes related to compensation paid to Contractor.

5.5 County shall pay Contractor within thirty (30) days of receipt of a correct invoice completed as acceptable to County. Invoices shall include the date of service, the number and kind of removed animals, and a brief description of the services rendered. Invoices shall be submitted as provided in the Scope of Services.

## VI. PERIOD OF SERVICE; TERMINATION

6.1 This Agreement shall be effective upon full execution and shall remain in effect for a period of one (1) year, unless sooner terminated as provided herein (the "Initial Term"). County may unilaterally extend the term of this Agreement for three (3) additional one-year periods (each an "Option to Extend" or collectively the "Options to Extend"), during which periods (each an "Option Term") all provisions hereof, except for term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend at least sixty (60) calendar days prior to expiration of the Initial Term or of the immediately preceding Option Term. County shall have the right to exercise all or a portion of the Options to Extend as it deems necessary.

6.2 County shall have the right to terminate this Agreement, in whole or in part, at any time before termination of the Initial Term, or any Option Term, by providing Contractor with at least thirty (30) days written notice.

## VII. LIABILITY; INDEMNIFICATION AND CLAIMS NOTIFICATION

PS090067RE

7.1 Contractor shall act as a fiduciary in its relationship with County. Any funds received by Contractor during the performance of the services under this Agreement other than the compensation provided for herein shall be turned over to County without deductions for any purpose.

7.2 Contractor shall indemnify, save and hold harmless County, its officers, agents, and employees from any and all claims, demands, causes of action for damages, and all suits in law or equity of whatever kind or nature, including without limitation all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by, directly or indirectly, the acts or omissions of Contractor, its agents, servants, employees, or invitees, in the execution or performance of this Agreement.

7.3 If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor or County in relation to the performance of this Agreement, Contractor shall give written notice to County of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

7.4 Contractor warrants that the Services and all responsibilities of Contractor arising hereunder shall be performed in accordance with the standards customarily provided by an experienced and competent Contractor rendering the same or similar services. Nothing in this Agreement shall be construed to relieve Contractor of this duty.

7.5 Contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.

PS090067RE

(iv) Provide the County a Certificate of Insurance evidencing required coverages within ten (10) calendar days after the date on which this Agreement is fully executed

(v) Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability

Bodily Injury (Each person).....	\$250,000.00
Bodily Injury (Each accident).....	\$500,000.00; 1,000,000.00
Property Damage .....	\$100,000.00

General Liability (Including Contractual Liability and completed operations):  
(includes hunting liability)

Bodily Injury .....	\$500,000.00
Property Damage . .....	\$100,000.00

Excess Liability:

Umbrella Form ..... Not Required

Worker's Compensation: ... Statutory

Employers Liability: .. \$250,000.00

IX. EXPRESS ACKNOWLEDGEMENTS AND WARRANTIES

9.1 Contractor represents and warrants:

(i) that it has thoroughly examined the Scope of Services, the specific requirements set forth therein, and all other contract documents and has made all investigations necessary to be thoroughly informed regarding the Services to be performed hereunder;

(ii) that it is fully satisfied that the Scope of Services and the activities set forth therein accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the agreed-upon payments to be made hereunder, and agrees that there will be no increase in compensation based upon Contractor's misunderstanding or lack of knowledge about the intent of this Agreement or the Services to be provided hereunder; and

PS090067RE

(iii) that if any services or responsibilities not specifically described in this Agreement are required for the proper performance of the Services, they shall be deemed to be implied by and included within the scope of this Agreement to the same extent and in the same manner as if specifically described herein.

9.2 Contractor expressly acknowledges that this Agreement is a personal or professional services contract and that all duties and responsibilities in it must be performed by Contractor and its employees personally and cannot be assigned or subcontracted without the prior approval of the Travis County Commissioners Court, except as may be specifically provided in this Agreement.

#### XI. NON-WAIVER OF DEFAULT

11.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor, which then exists or may subsequently exist.

11.2 All rights of County under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

#### XII. MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

12.1 Contractor agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees performing the Services, together with all documentation for a period of five (5) years after final payment for completed services and all other pending matters concerning this Agreement have been concluded.

12.2 Contractor further agrees that County or its duly authorized representatives shall have access to any and all books, documents, papers and records of Contractor that are directly pertinent to the Services to be performed under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### XIII. NOTICE

13.1 Any and all notices required under this Agreement shall be effective upon receipt and shall be in writing and personally delivered or in lieu of such personal service

PS090067RE

deposited in the U.S. Mail, Certified Mail, return receipt requested, to the following addresses:

(a) County: Samuel T. Biscoe  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

with copies to: Joe Gieselman  
Executive Manager  
Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

(b) Contractor: Orion Research and Management Services  
Attn: Dr. John Cornelius  
21 Cedar Trails Drive  
Belton, Texas 76513

13.2 The parties may change their respective addresses for notice by delivery of a notice complying with the requirements of this Section.

#### XIV. MISCELLANEOUS

14.1 Contractor's services shall be performed exclusively in Travis County, Texas, and venue for any action arising hereunder shall lie exclusively in Travis County, Texas.

14.2 This Agreement shall be binding upon and inure to the benefit of County and Contractor and their respective successors, executors, administrators and assigns. Neither County nor Contractor may assign, sublet or transfer its interest in or the obligations under this Agreement without the written consent of the other party hereto.

14.3 The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

14.4 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and shall be approved and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS

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TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.

14.5 The parties expressly acknowledge and agree that County and Contractor shall comply with the Constitution of the United States and the State of Texas and all federal, state, County, and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the parties to comply with applicable requirements of law.

14.6 Contractor shall forfeit all benefits of this Agreement and County shall retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to this Agreement if Contractor has done business with a Key Contracting Person, as listed in "Attachment 2-A" to the affidavit attached hereto as **Exhibit 2** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Contractor or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Contractor and prior to full performance of this Agreement, and fails to disclose the name of any such Key Contracting Person in Attachment "2-B" to **Exhibit 2**. "Is doing business" and "has done 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;

but does not include:

- (iii) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public;
- (iv) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
- (v) a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent,

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employee or other representative of Contractor who does not know and is not in a position that he or she should have known about this Agreement.

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

14.8 Contractor shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable.

14.9 Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

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

14.11 This is the sole, entire and integrated Agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements either oral or written.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the later date set forth below (the "Effective Date").

ORION RESEARCH AND MANAGEMENT SERVICES

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

TRAVIS COUNTY:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

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



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**EXHIBIT 1**  
**SCOPE OF SERVICES**

## SCOPE OF SERVICES

### Purpose

Travis County Transportation and Natural Resources manages over 12,000 acres of land classified as parks, open space, and preserves. As stewards of these lands Travis County has monitored and managed white-tailed deer and feral hog populations on various tracts to ensure the health and sustainability of native wildlife populations.

Travis County seeks a Contractor to provide management of deer and feral hog populations through actions focused on public safety and consistent with sound biological management practices. Our goals are to protect the health and safety of the public, prevent habitat degradation, and maintain healthy and sustainable wildlife populations.

In cooperation with Texas Parks & Wildlife Department (TPWD) and the Lower Colorado River Authority (LCRA), Travis County has collected deer population data and managed the deer herds on County Parks since 1993. Census results indicate that a number of these areas have more white-tailed deer than can be sustainably maintained.

Travis County's preserve tracts are managed as a portion of the Balcones Canyonlands Preserve (BCP). This system of lands is managed to meet the terms and conditions of a U.S. Fish and Wildlife Service (USFWS) regional 10(a)1(b) permit jointly held by Travis County and the City of Austin. The BCP was established to manage and protect over 30,000 acres of habitat for eight endangered species and 27 species of concern.

The BCP Land Management Plan, approved by the USFWS in January 2008, directs management of the preserve including control of non-native, nuisance and invasive species. The Land Management Plan directs that deer populations be monitored and maintained at a level that allows for successful recruitment of plant species supporting the species listed in the permit (e.g. the golden-cheeked warbler and the black-capped vireo)..

Feral hogs are known from all areas of western Travis County and are known to occur on tracts throughout the preserve and on some park lands. The BCP Land Management Plan directs that feral hog populations be monitored and managed to support the habitat for species listed in the permit. Populations of feral hogs can damage property and habitat values, and free-ranging hog populations may pose a threat to human health and safety and significantly impact the area's native wildlife. Land Managers have been directed to actively work to reduce and control feral hog populations to reduce the threat of human health and safety concerns, to prevent property damage, and to minimize impacts to native wildlife and habitat.

In a letter dated November 8, 2001, Travis County was directed by the USFWS to control nuisance deer populations on BCP tracts. USFWS concerns were heightened by studies performed by the University of Texas and supported by Land Managers demonstrating that no regeneration of vital habitat components is occurring on some Preserve tracts due to the habitat impacts due to the intense browse pressure and habitat impacts created by current deer and feral hog populations

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.The total number of deer to be removed from the Jollyville Unit of the BCP will be up to 60, up to 10 of which may be antlered. The total number of deer to be removed from Pace Bend is 100, of which up to 20 may be antlered and up to 80 must be antlerless.

As many feral hogs may be removed as is practical and covered by the funds available.

### **Scientific and Biological Justification**

Under the guidance of TPWD, Travis County staff collected data in the late summer of 2008 in an effort to determine the current status of the white-tailed deer population on each of these tracts.

Population surveys on Pace Bend Park performed this summer indicate an estimated 6.1 acres per deer, with no reported hog damage from this site. The Natural Resource and Environmental Quality Division's goal for County Parklands is to achieve and maintain an average of 15 acres per deer while maintaining a balanced sex ratio as near 1:1 as possible.

Census results indicate that the BCP Jollyville Unit hosts a population exceeding the carrying capacity for songbird habitats. The current surveys estimate deer densities on the Preserve of approximately 8 acres per deer. TPWD recommends population levels of 1 deer to 15-20 acres for effective songbird habitat management, and some research indicates that population levels of 1 deer per 25 to 40 acres may be necessary to achieve adequate hardwood forest regeneration. Without changes in future management practices, the deer population will continue to cause habitat deterioration within the preserve.

### **Management Strategy**

Contractor shall coordinate with the Travis County Project Manager for removal of wild free ranging white-tailed deer and feral hogs in accordance with the Wildlife Management Plan goals established by the County's Natural Resources Program.

The Contractor must provide copies of current valid TPWD-issued Scientific Collection Permits which allow for the removal of white-tailed deer. TPWD does not issue permits or tags for feral hogs, as these animals are defined as "exotic" per state code and can therefore be taken at any time of year through any legal means by individuals possessing a valid TPWD Hunting License.

In all cases, animal removal will be discreet and as humane as possible. Any animals taken must be dispatched in a swift, effective and humane manner. No cruelty will be tolerated. The safety of employees, patrons and neighbors is our top priority as the County seeks to appropriately manage wildlife populations. Arrangements have been made to donate all venison to Caritas of Austin in cooperation with the Hunters for the Hungry Program for use in providing nutritious meals for needy Travis County citizens.

Deer and feral hog populations will continue to fluctuate over time and in response to factors outside the control of park and preserve Land Managers. By maintaining healthy populations within the land's carrying capacity, the County will prevent needless suffering of overpopulated and malnourished deer and minimize threats to human health and safety and habitat deterioration caused by feral hogs.

### **Safety Protocols and Operational Details**

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The following operational procedures are prescribed to ensure the safety of staff and the public.

- The safety of staff and the public will always be the first priority on all management actions.
- Management actions will take place in accordance with all TPWD rules and regulations prescribed under the Scientific Collection Permit.
- Management actions will be implemented to fulfill the goals established by the Travis County wildlife management plan for each tract.
- Travis County will be provided the name, Texas Drivers License number, TPWD Hunting License number and proof of Hunter Education Certification for each harvester.
- Each harvester must demonstrate completion of a TPWD (or equivalent) Hunter Education course that meets International Hunter Education Association standards.
- Deer management actions shall be implemented between November 1, 2008 and February 28, 2009.
- Feral hog management actions shall take place between November 1, 2008 and February 28, 2009.
- Only white-tailed deer and feral hogs will be taken.
- The Contractor will record and provide the following information to TNR: day and time of each kill, live body weight, field dressed body weight, estimated age (by tooth-wear method), sex, if female: lactation and pregnancy status, if male: number of tines (R and L), basal diameter of antlers, antler main beam length.
- Contractor will be responsible for providing all needed equipment including but not limited to firearms, ammunition, etc.
- Contractor will be responsible for providing any needed feed corn or other appropriate bait.
- Food plots are not permitted on Travis County properties, and corn and cottonseed are the only permitted baits.
- Contractor will provide refrigerated storage suitable to maintain animals with food value in an edible condition until carcasses are delivered to the County's Designated Meat Processor.
- No clearing, trimming or any alteration of vegetation or habitat is permitted.
- Management actions will only take place during pre-determined "window of opportunity" time periods, designated as one hour before sunset until sunrise during the permitted management timeframe.
- Only standard factory ammunition may be used in management actions (no hand-loads or re-loaded ammunition is permitted).
- Travis County Sheriff's Office and TPWD Game Wardens will be notified by Travis County Staff before any management actions take place.
- Every harvest location will be established with a secure fire zone and suitable backstop (e.g., hillside or canyon wall).
- Firearms in the field will not be loaded until harvesters are in designated safe-fire zones.
- The safety on each loaded firearm will remain engaged until the target has been verified.
- No shot will be fired unless the target and what lies beyond the target are clear.

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- Vision and hearing protection are required for use by harvesters.
- Firearms will not be discharged on County managed property outside of identified safe fire zones.
- Firearms will be inspected to insure that they are unloaded, with bolt or firing pin removed or disabled and secured by the Incident Commander, Safety Officer or other personnel as soon as is practicable after concluding each day's management activities.
- Surrounding landowners will be notified and kept informed about the status of management actions by Travis County. Staff will cooperate to minimize the impacts of management actions to the safety or livelihood of neighboring landowners.
- Traps baited for feral hogs will be inspected daily when in operation.
- Trapped feral hogs will be dispatched as swiftly and humanely as possible.
- Hog traps will not be set in locations or during weather periods that may cause trapped animals to become unduly stressed.
- Travis County may make available for Contractor's use the following items: up to 10 deer feeders, two enclosed elevated box blinds, four two-person ladder-style tree stands and one 10' tripod seat.
- All animals taken will be dispatched in a quick and humane manner. No cruelty will be tolerated.
- Any ill or injured animal will be dispatched as swiftly and humanely as possible, and with every effort to ensure the safety of staff and the public. When and if possible, animals requiring euthanization will be moved to a safe area, out of public view, and dispatched quickly and with every effort to minimize suffering. No cruelty will be tolerated.
- Life history data (sex, weight, condition, etc.) will be recorded and provided to Travis County for each deer taken.
- Transport and handling of animals removed through these actions will be undertaken in a respectful manner.
- Antlers shall be removed from all deer and destroyed, legally disposed of, or conveyed to TPWD Biologists or Game Wardens at the time the animal is processed in the field. No male deer are to be transported or held in storage with antlers intact.
- Deer that have food value will be maintained in an edible condition and will be donated through the Hunters for the Hungry Program to help provide nutritious meals for needy residents of Travis County.
- Contractor shall abide by the federal Bill Emerson Good Samaritan Food Act, 42 U.S.C.S. § 1791 (hereinafter referred to as "Emerson Food Act") and the Texas Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.001 et seq. (hereinafter referred to as "Texas Donor Act"), by not donating any deer deemed unfit for human consumption.
- Contractor will be responsible for field dressing and maintaining field dressed carcasses in a cold storage until delivery to Travis County's Designated Meat Processor or Alternate Meat Processor.
- Contractor will provide regular transportation of the harvested deer to Hudson's Sausage Company and/or Alternate Meat Processor in accordance with delivery schedules mutually agreed to in advance by Travis County and Hudson's Sausage Company or

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Alternate Meat Processor. No harvested deer will be delivered to Hudson's Sausage Company on any of the following dates: any Monday or Tuesday, November 1, 2008 through November 8, 2008; November 27, 2008 (Thanksgiving Day) through December 3, 2008; and December 25, 2008 (Christmas Day) through and January 7, 2009.

- Contractor will notify County's designated Meat Processor and/or Alternate Meat Processor in advance of any delivery schedule changes or abnormally high-volume deliveries.
- No meat or any other product (including, but not limited to antlers, bones, hair, hides, skulls, teeth, etc.) resulting from these actions may be kept, sold, stored, traded, or otherwise used by Contractor or by any Travis County staff member. All non-edible by-products will be composted through the Travis County Animal Composting Project or otherwise safely and legally disposed of.

**Budget**

- Travis County Natural Resources Division will provide \$225 per animal removed for a total not to exceed 60 animals (no more than 10 of which may be antlered, antlerless or spike bucks, and no more than 30 of which may be feral hogs.) for a total not to exceed \$13,500.
- If Travis County Parks chooses to exercise the option to utilize Contractor to manage deer at Pace Bend Park, the Parks Division will provide \$225 per animal removed for a total not to exceed 100 deer of which no more than 20 may be antlered, for a total not to exceed \$22,500.
- Contractor shall invoice Travis County once harvest recommendations are met or when the prescribed time period is completed, whichever is first.

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**EXHIBIT 2**

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Contractor: \_\_\_\_\_  
County of Contractor: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully cognizant of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons, which is attached to this affidavit as Attachment "2-A".
5. Affiant has personally read Attachment "2-A".
6. Affiant has no knowledge of any key contracting person on Attachment "2-A" with whom the Contractor is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the Agreement.

\_\_\_\_\_  
Signature of Affiant

Address

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_ on \_\_\_\_\_,  
2008.

Notary Public, State of Texas

\_\_\_\_\_  
Typed or printed name of notary  
My commission expires:

**EXHIBIT "2-A"**  
**LIST OF KEY CONTRACTING PERSONS**  
**November 21, 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 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	
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	
Special Assistant to Comm. Court .	Christian Smith*	
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	
Executive 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	
Purchasing Agent Assistant IV .....	Diana Gonzalez	
Purchasing Agent Assistant IV .....	Lee Perry	



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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 .....	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	
Executive Manager, TNR.. ..	Joe Gieselman	

**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.

**Attachment "2-B"**

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

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If no one is listed above, Contractor warrants that Contractor 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 due with any Key Contracting Person.



# TRAVIS COUNTY PURCHASING OFFICE

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

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

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Approved by: \_\_\_\_\_

*Cyd V. Grimes 11/21/08*

**Voting Session: Tuesday, December 02, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO.8 TO CONTRACT NO. PS010064JW, CHOOSING HOW I LIVE LIFE, FOR SUBSTANCE ABUSE TREATMENT AND COUNSELING SERVICES. (JUVENILE PROBATION & DISTRICT AND COUNTY CRIMINAL COURTS)

**Points of Contact:**

**Purchasing:** Vania Ramaekers

**Department:** (JUVENILE PROBATION) Estela P. Medina, Chief Juvenile Probation Officer, Sylvia Mendoza

**County Attorney (when applicable):** Jim Connolly

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** Criminal Courts, Debra Hale, Director of Court Management

➤ **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 contractor, Choosing How I Live Life, provides outpatient substance abuse treatment and counseling services.

Modification No.8 allows the District and County Criminal Courts to refer clients for treatment at the current contract service rate of \$13 per person/per hour for group counseling and \$45 per hour for individual counseling. Attachment A, "Scope of Services" has been modified to include the needs of the new referral group. All services and invoicing procedures to the Juvenile Probation Department will remain the same.

Modification No.7 replaced existing section 4.0 "Fiscal Provisions" of the original contract with the revised section 4.0 dated October 12, 2007. The replacement of this section constitutes the deletion of the not-to-exceed amount, incorporation of the Fee Schedule (attachment A-1), and added additional standard clauses.

Modification No.6 increased the not-to-exceed amount for the period of October 1, 2006 through September 30, 2007 by \$7,000.00 for a total not-to exceed \$37,000.00, and decreased the renewal term from October 1, 2007 through September 30, 2008 by \$7,000.00 for a total not-to exceed \$30,000.00.

Modification No.5 was an administrative modification, processed to add information which was left out of the original Modification No.4. Added the correct not-to-exceed amount for October 1, 2006 through September 30, 2007 to be \$30,000.00.

Modification No.4 decreased the not-to-exceed amount for the period October 1, 2005, through September 30, 2006 by \$12,200.00 for a total not-to-exceed of \$17,800.00.

Modification No.3 decreased the not-to-exceed amount for the period October 1, 2004, through September 30, 2005, by \$5,300.00 to total \$24,700.00. The not-to-exceed amount for the period October 1, 2005 through September 30, 2006, was increased \$5,300.00 to a total of \$30,000.00.

Modification No.2, referencing Modification No.1, Section 2.0 TERMS, 2.2 Renewal, was deleted in its entirety and replaced with renewal language as was originally intended effective 5/1/01, including its respective sub-section 2.2.1. Also, the not-to-exceed amount for the period October 1, 2004 through September 30, 2005 was decreased by \$2,000.00 to total \$30,000.00

Modification No.1 revised 2 clauses, "Renewal Terms" and "Miscellaneous Provisions." The original "Renewal Terms" clause was revised to have notifications of the budgeted amount for any renewal term, as well as any budget amount changes throughout any renewal term, sent to the Purchasing Office first, for record maintenance, then to the Contractor for their records. The "Miscellaneous Provisions" clause was revised to verify that the Contractor isn't currently suspended or debarred from federal or state procurement.

- **Contract Expenditures:** Within the last 12 months \$34,813.00 has been spent against this contract.

Not applicable

- **Contract-Related Information:**

Award Amount: \$15,000.00 (Not-to-Exceed)  
 Contract Type: (Professional Services Agreement)  
 Contract Period: 5/1/01 - 9/30/01

- **Contract Modification Information:**

Modification Amount: **AS NEEDED BASIS**  
 Modification Type: Add Additional Department clients to refer clients for services  
 Modification Period: 12/02/08 -until terminated

- **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:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-2430-546-6099
- Comments: To be used on an as needed basis.

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

**MODIFICATION OF CONTRACT NUMBER: PS010064JW – Substance Abuse Services**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Vania Ramaekers</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>October 14, 2008</b>
ISSUED TO: <b>Choosing How I Live Life</b> <b>1700-D Montopolis Drive</b> <b>Austin, TX 78741</b>	MODIFICATION NO.: <b>8</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>May 1, 2001</b>
ORIGINAL CONTRACT TERM DATES: <u>5/1/01</u> – <u>9/30/01</u>		CURRENT CONTRACT TERM DATES: <u>10/1/08</u> – <u>until terminated</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$32,000.00 Current Modified Amount \$ on an as needed basis.

**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.

1. Pursuant to Section 11.0 Amendments this contract is hereby modified to include:

- a. Referrals to contractor by District and County Criminal Courts at the current contract rate of \$13.00 per person/per hour for group counseling and \$45.00 per hour for individual counseling.
- b. Original Attachment A – Scope of Services will include additional Scope of Services as specified on page 2 of this modification.
- c. Invoices related to District and County Criminal Courts will be sent to:  
District and County Criminal Courts  
Attn: Tonya Watson  
P.O. Box 1748  
Austin, Texas 78767
- c. The current Juvenile Probation Department Services and invoicing will remain the same.

**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>Choosing How I Live Life, Inc</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Lori D. Wilson</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Program Director</u> ITS DULY AUTHORIZED AGENT	DATE:  
TRAVIS COUNTY, TEXAS	DATE:  
BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>11/20/08</u>
TRAVIS COUNTY, TEXAS	DATE:  
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

**SCOPE OF SERVICES & PERFORMANCE MEASURES**  
**FOR**  
**District and County Criminal Courts Referrals**  
**Substance Abuse Treatment Services**

**Objective:** To provide a safe, nurturing, and emotionally supportive environment in which participants can address substance abuse use and issues and begin to identify, process and resolve the major life areas of dysfunction.

**Program Description:** The program will:

- Be designed to provide drug education/intervention, intensive supportive outpatient and aftercare.
- Address issues that are sensitive to those who have experienced negative consequences as a result of using/abusing drugs.
- Emphasis on trust, willingness, success and courage to change behavior.
- Include the development of positive peer support, healthy self-esteem and a positive image.

**Drug Education / Intervention**

A four (4) to (6) six weeks program intended to intervene in problems/situations and high risk behaviors, which, if not addressed may escalate to substance abuse. This section of the program will focus on:

- Raise awareness of the risk of substance use, and
- Abstain from further use of substances.

**Intensive Outpatient Substance Abuse Treatment Program**

An eight (8) to (12) twelve week program providing the following:

- Substance abuse education,
- Group counseling, and
- Individual counseling up to 3 days per week.

This intensive program focus will be:

- Drug Education
- Relapse Prevention
- Behavior change

**Individual Program Assessment and plan:** Contractor will recommend the client's proposal plan and Travis County will approve and determine the length of a client's time in treatment.

**PERFORMANCE MEASURE:** CONTRACTOR will provide Intensive Outpatient Treatment for Drug Court offenders as defined by DSHS Substance Abuse Services, Administrative Code, and Chapter 447.

**Output Measures:** Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract in accordance with the program Scope of Services.

**Outcome Measures:** The Contractor shall track clients, collect and share data with the Drug Court Program in accordance with confidentiality laws.

Contractor shall prepare hard copy documentation at the time periods described below:

1. Progress reports for all active clients- weekly.
2. Number and type of participant hours attended by all clients- weekly.
3. List of active clients- monthly.
4. Requested documentation is not limited to the aforementioned types of information.

TRAVIS COUNTY  
DISTRICT AND COUNTY  
CRIMINAL COURTS

DEBRA HALE  
DIRECTOR OF COURT  
MANAGEMENT



BLACKWELL-THURMAN  
CRIMINAL JUSTICE CENTER  
P. O. BOX 1748  
AUSTIN, TX. 78767  
(512) 854-9244  
FAX: (512) 854-4464

**DATE:** October 1, 2008

**TO:** Cyd Grimes  
Purchasing Agent

**FROM:** Debra Hale  
Debra Hale  
Director of Court Management  
District and County Criminal Courts

**RE:** Request for Contracts for Treatment Services for Drug Court

\*\*\*\*\*

Travis County Criminal Court Department administers the Drug Diversion Court Program. In order to provide our participants with a pool of treatment providers, the Criminal Courts would like to enter into contractual agreements with the following vendors:

We have attached letters of interest from the following vendors:

- Oak Springs- Intensive Outpatient Treatment Services
- Choosing How I Live Life- Intensive Outpatient Services
- Lifetime Recovery- Residential Treatment Services

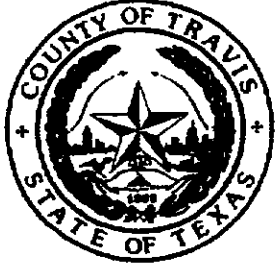
The following details the line item and budget information to be used for this contract:

Account Number:	<b>001-2430-546-6099</b>
Not To Exceed:	<b>As Needed Basis</b>
Initial Contract Period:	<b>October 1, 2008 to September 30, 2009</b>
Subsequent Contract Period:	<b>October 1 to September 30</b>
Automatically Renew:	<b>Yes</b>

RECEIVED  
 TRAVIS COUNTY  
 PURCHASING  
 OFFICE  
 2PM OCT 13 PM 2:40

If you need additional information in order to proceed, please do not hesitate to call me.





# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9183

16

Approved by: \_\_\_\_\_

**Voting Session: Tuesday, December 2, 2008**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR GUARDRAIL AND BRIDGERAIL INSTALLATION, REMOVAL AND REPLACEMENT, IFB #B090046-LD, TO THE LOW BIDDER, H AND H FENCE . (TNR)

**Points of Contact:**

- Purchasing:** Loren Breland, 854-4854
- Department:** TNR, Joe Gieselman, Executive Manager, Christina Jensen, 854-9383
- 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.

This contract provides guardrail and bridgerail installation, removal and replacement for TNR.

On October 14, 2008, IFB #B090046-LD, was issued to 15 vendors. Two bids were received on November 3, 2008. TNR has reviewed the bids and recommends award to the lowest bidder, H and H Fence.

➤ **Contract Expenditures:** Within the last 12 months \$68,610.00 has been spent against this requirement.

➤ **Contract-Related Information:**

- Award Amount: (Estimated quantity) As needed basis.
- Contract Type: Annual Contract
- Contract Period: December 21, 2008 to December 20, 2009

➤ **Contract Modification Information:**

- Modification Amount: \$0.00
- Modification Type: N/A
- Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 15

Responses Received: 2

HUB Information: Vendor is not a HUB

% 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.

Funding Account(s): 099-4951-621-5010

Comments: Department enters requisitions on an as needed basis.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

➤ APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

FILED  
TRANSPORTATION

NOV 13 11 09 42



**TRANSPORTATION AND NATURAL RESOURCES**  
**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

**PURCHASING  
OFFICE**

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

November 7, 2008

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
**FROM:** *Joseph P. Gieselman*  
Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Award of Bid, IFB# **B090046LD**  
**Guardrail and Bridgerail Installation, Removal and Replacement**

TNR has reviewed the above referenced bids and recommends award to the lowest overall bidder, H & H Fence Co.

The commodity/sub-commodity code for Guardrail Replacement is 988/073 and the commodity/sub-commodity code for Guardrail Installation is 968/057. The primary budget line is 099-4941-621-5010.

If you need additional information, please contact Christina Jensen at 854-7670.

*CJ*:JPG:cj  
Contract File

BPI Environmental Services, Inc.	First Offer - \$625.00	5 / each	\$3,125.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		

<b>B090046-LD-1-43 32A - REPAIR ENERGY ABSORPTION SYSTEMS CRASH CUSHIONS, MATERIALS ONLY</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BPI Environmental Services, Inc.	First Offer - 25.00%	1 / each	25.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		
H&H Fence Co.	First Offer - 20.00%	1 / each	20.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		

<b>B090046-LD-1-44 32B - REPAIR ENERGY ABSORPTION SYSTEMS CRASH CUSHIONS, LABOR ONLY</b>					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
H&H Fence Co.	First Offer - \$30.00	10 / hour	\$300.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		
BPI Environmental Services, Inc.	First Offer - \$100.00	10 / hour	\$1,000.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		

**Vendor Totals**

<b>H&amp;H Fence Co.</b>		<b>\$190,185.00 (44/44 items)</b>
Bid Contact	<b>Randy Hamilton</b> <b>rhamilton2@austin.rr.com</b> <b>Ph 512-280-0705</b>	Address <b>PO Box 92802</b> <b>Austin, TX 78709</b>
Qualifications	<b>SB</b>	
<b>Agency Notes:</b>	<b>Vendor Notes:</b>	
<b>BPI Environmental Services, Inc.</b>		<b>\$202,535.00 (44/44 items)</b>
Bid Contact	<b>Manny Trinidad</b> <b>manny@bpibpi.com</b> <b>Ph 512-288-5522 x120</b> <b>Fax 512-301-3900</b>	Address <b>P.O. Box 341839</b> <b>Lakeway, TX 78734</b>
Qualifications	<b>CISV</b>	
<b>Agency Notes:</b>	<b>Vendor Notes:</b>	

\*\*

GM200I13

TRAVIS COUNTY

11/21/08

Fiscal Year 2009

Account Balance Inquiry

14:35:20

Account number . . . . : 99-4941-621.50-10  
Fund . . . . . : 099 ROAD & BRIDGE FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 41 ROAD & BRIDGE MAINTENANCE  
Activity basic . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 50 REPR & MTNC-SERVCS PURCHD  
Object . . . . . : 10 REPAIRS - ROADS

Original budget . . . . . :	66,938	
Revised budget . . . . . :	69,438	10/01/2008
Actual expenditures - current . :	100.00-	
Actual expenditures - ytd . . . :	.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	18,650.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	18,550.00	26.7%
Unencumbered balance . . . . . :	50,888.00	73.3

**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. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

17

Approved by: \_\_\_\_\_

*Cyd V. Grimes 11/24/08*

**Voting Session: Tuesday, December 2, 2008**

**REQUESTED ACTION: APPROVE CONTRACT NO. PS090048ML FOR INMATE MEDICAL SERVICES WITH ROBERT SIMPKINS, MD. (SHERIFF'S OFFICE)**

**Points of Contact:**

**Purchasing:** Michael Long

**Department:** Sheriff's Office: Greg Hamilton, Sheriff, Mike Summers, Maria Wedhorn

**County Attorney (when applicable):** Jim Connolly

**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.

In May of 2000, Contract No. PS000242LB was issued to Dr. Daniel Mackay to provide on call/sick call medical services for inmates.

On April 8, 2008, Dr. MacKay requested and TCSO concurred with a request to increase the number of 24 hour on call periods from 11 per month to 15 per month. Due to the increase of on call periods, TCSO requested and Commissioner's Court approved a contract be awarded to Dr. Simpkins, to provide 24 hour on call services when Dr. MacKay is not available.

TCSO is requesting that an additional contract be awarded to Dr. Robert Simpkins to provide 24 hour on call services in the absence of both Dr. MacKay and Dr. Erik Strelnieks.

The Director of Inmate Treatment Services will schedule the workload between the three physicians. The rate will be \$150.00 for each 24 hour period for a monthly total of \$2,250.00. An annual total amount of \$27,000.00 will be used for all three contracts.

➤ **Contract-Related Information:**

Award Amount: \$27,000.00

Contract Type: (Professional Services Agreement)

Contract Period: 12/2/08 thru 9/30/09

➤ **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: 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:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001 3790 581 4015
- Comments: As this is an as needed contract, a requisition will be processed as the services are required.

**Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

TRAVIS COUNTY  
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA  
COUNTY AUDITOR



TRAVIS COUNTY  
ADMINISTRATION BUILDING  
P.O. BOX 1748  
AUSTIN, TX. 78767  
(512) 854-9125  
FAX: (512) 854-9164

**COUNTY AUDITOR VERIFICATION FORM**

**CONTRACTOR:**

Robert Simpkins, MD

**TYPE OF GOODS/SERVICE:**

Inmate Medical Services

**FUNDS VERIFIED:**

1) Requisition number \_\_\_\_\_ processed through the  
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ \_\_\_\_\_

PROCESSED  
TRAVIS COUNTY  
NOV 21 PM 2:43  
PURCHASING  
OFFICE

**FUNDS NOT VERIFIED;  
CONTRACT NOT BINDING:**

\_\_\_ Contract did not specify a total contract amount.

X Goods/services to be provided on a "as needed basis" to be  
invoiced in accordance with a contract unit price, not to exceed  
the budget amount in the line item for this contract.

**CONTRACT #:** PS090048ML  
**LINE ITEM VERIFIED:** 001-3790-581-4015

YES

NO

Prepared by:

[Signature]

Date: 11/21/08

Approved by:

[Signature]

Date: 11/20/08



**From:** Mike Summers  
**To:** Long, Mike  
**Date:** 9/19/2008 12:58 PM  
**Subject:** New Doctor Contract

**CC:** Grubb, Elizabeth  
 Mike:

Would you contact this new Doctor to prepare a contract?

His info is:

Robert Simpkins M.D.  
 (512) 249-9595 and/or (512) 791-6041  
 11024 Pencewood Court  
 Austin, Tx 78750

PS090048ML

His contract will be an exact duplicate Of Dr. Strelniek's contract; same funding and etc.

Thanks

Mike

left message w/ Robert on 11/15/08



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 473-9700 Fax (512) 473-9185

## PURCHASING OFFICE REQUEST FOR CONTRACT APPROVAL/SIGNATURE

DATE: November 17, 2008

SUBJECT: Contract No. PS090048ML

ACCOUNT NUMBER (S): 001 3790 581 4015

REQUISITION NUMBER: N/A used on a as needed basis

SCHEDULED COMMISSIONERS COURT VOTING SESSION: December 2, 2008

APPROVALS NEEDED PRIOR TO APPROVAL BY COMMISSIONERS COURT:

DEPARTMENT/OFFICE	CONTACT NAME	DATE CONTRACTS SENT OUT TO DEPARTMENT/OFFICE	DATE CONTRACTS RECEIVED BACK IN PURCHASING OFFICE
DEPARTMENT	Sheriff's Office		
COUNTY ATTORNEY'S OFFICE	Jim Connolly		11/17/08
CONTRACTOR	Robert Simpkins M.D.		11/5/08
COUNTY AUDITOR'S OFFICE	Kapp Schwebke	11/17/08	
PURCHASING OFFICE	Cyd Grimes		

PLEASE CALL ME AT EXT. 4850 WITH ANY QUESTIONS AND/OR AFTER YOUR REVIEW AND SIGNATURE. I WILL PROVIDE TO THE NEXT PARTY. THANK YOU.

\_\_\_\_\_  
Michael Long , Purchasing Agent Assistant

**RECEIVED**  
 2008 NOV 18 AM 9:51  
 TRAVIS COUNTY  
 AUDITORS OFFICE

**PROFESSIONAL SERVICES  
AGREEMENT/CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

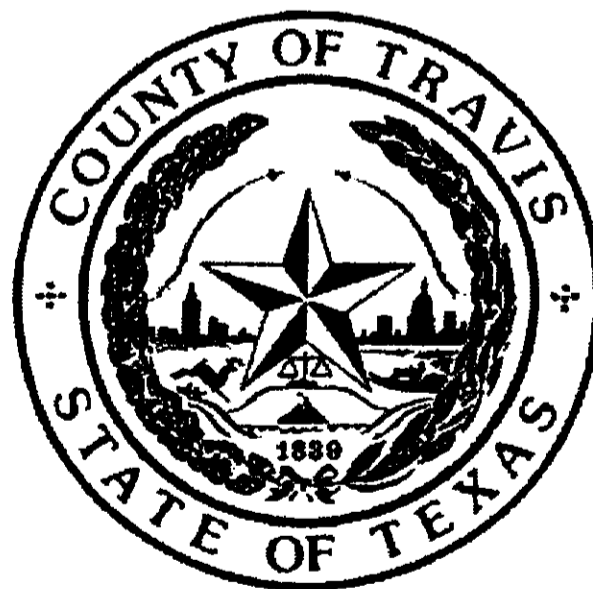
**AND**

**ROBERT SIMPKINS M.D.**

**FOR**

**INMATE MEDICAL SERVICES**

**CONTRACT NO. PS090048ML**



**Travis County Purchasing Office**

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## Attachments

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    Exhibit 1 - List of Key Contracting Persons.....page 17  
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STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**PROFESSIONAL SERVICES AGREEMENT  
FOR INMATE MEDICAL SERVICES**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the “COUNTY”) and Robert Simpkins, M.D., (the “CONTRACTOR”).

**WHEREAS**, COUNTY desires to obtain the services of a qualified physician to provide medical services for inmates in County’s detention facilities, including the Travis County Jail, the Travis County Correctional Complex and the Central Booking Facility (the “facilities”) and;

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

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

1.0    DEFINITIONS

In this Agreement,

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

1.2    "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3    "County Auditor" means Travis County Auditor Susan Spataro or her successor.

1.4    "Parties" mean Travis County and Robert Simpkins, M.D.

1.5    "Director" means Director of Inmate Medical Services.

1.6    "Is doing business" and "has done business" means:

1.6.1    paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.6.2    loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.6.3    **but does not include**

1.6.3.1    any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.6.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

- 1.7 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.8 "Sheriff" means the Sheriff of Travis County, represented herein as administering this Contract, or his/her designated representative.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2009, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

## 3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.1.1 The CONTRACTOR agrees to submit to a screening process and background investigation, which may include an interview, a criminal history check, and a warrant search;

3.1.2 Participate in an orientation to become familiar with the relevant features of the Facilities and the COUNTY'S Inmate Treatment Services Program;

3.1.3 Comply with all rules, regulations, policies and procedures of the Travis County Sheriff's Department Correctional Facilities including charting, patient documentation, protocol and other similar functions performed;

3.1.4 Report to the Director, the Chief of Corrections, and /or the Medical Section Supervisor as required;

3.1.5 Cooperate and coordinate fully with the Medical Director, the Medical Section Supervisor, the COUNTY'S contract physicians, and the professional, administrative and counseling staff's at the Facilities.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

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

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

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

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

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

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

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

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR the sum of TWO HUNDRED DOLLARS (\$200.00) for each sick-call line that CONTRACTOR conducts in the Facilities and ONE HUNDRED FIFTY DOLLARS (\$150.00) for each 24-hour period that CONTRACTOR is on-call.

- 4.1.1 As Needed Basis
- 4.1.2 Additional Fees: None

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 a full and detailed description of the services, activities and responsibilities performed by CONSULTANT under this Agreement;
- 4.4.3 the total amount being requested

Original invoices shall be sent to: Ms. Maria Wedhorn  
3614 Bill Price Road  
Del Valle, TX 78617

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.



4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt Prohibited by Section 154.045 of the Local Government Code.

4.8.1 If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to inmate medical services accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and

documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

## 6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing.

## 7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Warrants. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Insurance Requirements
- 7.7.2.3 Attachment C – Ethics Affidavit including:  
Exhibit 1 - List of Key Contracting Persons  
Exhibit 2 – Disclosure
- 7.7.2.4 Attachment D – Conflict of Interest Questionnaire

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

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

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

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

Mike Summers  
Director of Inmate Services  
3614 Bill Price Road  
Austin, Texas 78617

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Robert Simpkins, M.D.  
11024 Pencewood Court  
Austin, TX 78750

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY’S policies and decisions with respect to CONTRACTOR’S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Disputes and Appeals. The Purchasing Agent acts as the County representative in the issuance and administration of this Contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent is void unless otherwise stated in this Contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

7.12 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective

successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.19.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.20 Conflict of Interest Questionnaire:

7.20.1 This Section is subject to Chapter 176 of the Texas Local Government Code. If required under Section 176.006, Subsection (a), Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of Chapter 176 of the Local Government Code. The standard questionnaire form is set forth in Attachment E, attached hereto and hereby incorporated by reference herein for all purposes.

7.20.2 Within the applicable, authorized time period prescribed in Section 176.006, Subsection (a-1), Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk whose address is 5501 Airport Boulevard, Austin, Texas 78751.

7.20.3 Contractor shall file an updated, completed Questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the Questionnaire incomplete or inaccurate.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

**Robert Simpkins M.D.**

**Travis County**

Robert Simpkins M.D.  
By: Robert Simpkins MD  
Name and Title (Printed)

Samuel T. Biscoe  
By: Samuel T. Biscoe  
Travis County Judge

Date: 11-5-08

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

Approved as to Legal Form By:

Jim Connolly  
Assistant County Attorney

Funds Verified By:

See attached verification form  
County Auditor

Approved by Purchasing:

Cyd Y. Grimes 11/24/08  
Cyd Grimes, C.P.M., Purchasing Agent

**ATTACHMENT A**  
**SCOPE OF SERVICES**

CONTRACTOR'S basic services shall consist of all elements of work and preparation required to provide medical services for those inmates in the Facilities satisfactory to the Medical Director and the Travis County Sheriff. In doing so, CONTRACTOR shall provide the following services:

- A. Provide that level of professional medical treatment for the affected inmate population commensurate with accepted medical practice and sound financial management, at the request of and under the supervision of the Director and the Medical Director;
- B. Advise and assist COUNTY as requested to ensure the health care provided is in compliance with the accreditation standards prescribed by the American Medical Association and the health care requirements imposed by state and federal law.
- C. Maintain an up-to-date working knowledge of the available courses of treatment for the affected inmate population;
- D. Assist in determining and recommending the types of medication, equipment, and supplies necessary to provide the services under this Agreement;
- E. Cooperate and coordinate fully with the Medical Director, the Director, COUNTY's other contract physicians, and the professional, administrative and counseling staffs at the Facilities;
- F. Report to the Director, the Medical Director, and/or the Chief of Corrections as often as reasonably necessary;
- G. Consult and confer, as necessary, with the professional staff of the Facilities by telephone, in writing, by fax, and in person;
- H. Normally, will provide only on call services by telephone or pager should treatment staff have any medical questions concerning inmate medical care; and
- I. Comply with all rules, regulations, policies and procedures of the Travis County Sheriffs Correctional Facilities including charting, patient documentation, protocol and other similar functions performed.



**ATTACHMENT B**  
**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

## II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

### A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
  - \$500,000 bodily injury each accident
  - \$500,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

### B. Commercial General Liability Insurance

1. Minimum limit:
  - \$500,000\* per occurrence for coverage A and B with a
  - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket contractual liability for this Contract
  - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. Travis County named as additional insured (Form CG 2010)

\* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000\* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
  - a. Waiver of Subrogation (Form TE 2046A)
  - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
  - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

**ATTACHMENT C**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

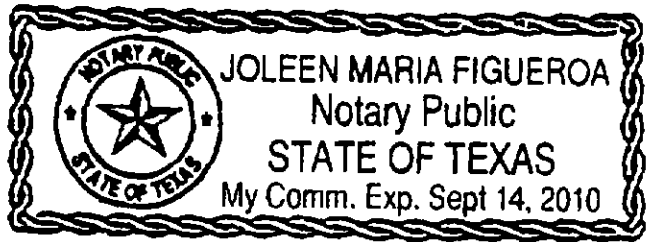
Date: 11-12-08  
Name of Affiant: Robert Simpkins  
Title of Affiant: Mr.D.  
Business Name of Proponent: Sammc  
County of Proponent: TRAVIS

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Robert Simpkins  
Signature of Affiant  
11024 Pencewood Ct Austin TX 78750  
Address

SUBSCRIBED AND SWORN TO before me by ROBERT CHARLES SIMPKINS on NOVEMBER 12, 2008.



Joleen Maria Figueroa  
Notary Public, State of TEXAS  
County of TRAVIS  
Typed or printed name of notary JOLEEN MARIA FIGUEROA  
My commission expires: SEPT 14, 2010

**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**October 13, 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 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	
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	
Special Assistant to Comm. Court. ....	Christian Smith*	
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	
Executive 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*	
Sheriff .....	Greg Hamilton	
Director of Inmate Medical Services.....	Mike Summers	
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	

**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

**EXHIBIT 2**  
**DISCLOSURE**

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

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If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key contracting person.

ATTACHMENT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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).

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.

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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity

Robert Simpkins M.D.

2

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 becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

(none)

Name of Officer

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.

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?

Yes No

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?

Yes No

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?

Yes No

Describe each employment or business relationship with the local government officer named in this section.

4

Robert Simpkins

Signature of person doing business with the governmental entity

11-5-08

Date

Adopted 06/29/07



# 19

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: 2 December, 2008

Work Session: \_\_\_\_\_

(Sign) \_\_\_\_\_

- I. A. Request made by: Joseph Gieselman, Executive Manager Phone # 854-9383
- B. Requested Text: Consider and take appropriate action regarding donation of a Conservation Easement over the 8 acre "Woody Hollow Preserve" as part of the Balcones Canyonlands Preserve.
- C. Approved by: *Gerald Daugherty*  
Gerald Daugherty, County Commissioner, Precinct 3

- 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 the agencies or officials names and telephone numbers that might be affected or involved with the request. Send a copy of this Agenda Request and backup to them:  
Robert Kleeman, 391-6115  
Carol Joseph, John Hille, Jon White, Rose Farmer, Cynthia McDonald, Kevin Connally (TNR)

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 item budget
- \_\_\_\_\_ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

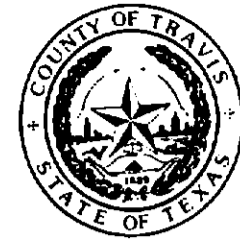
- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY CLERK'S OFFICE  
08 NOV 26 AM 10:02

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

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411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4648

December 2, 2008

### MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Consider and take appropriate action regarding donation of a Conservation Easement over the 8 acre "Woody Hollow Preserve" as part of the Balcones Canyonlands Preserve.

#### Summary and Staff Recommendation:

The Wild Earth Living Trust, of which Jim and Lynne Weber are the sole trustees, wishes to convey a Conservation Easement over that property described as Lot 21, Block A, Jester Point 2, Section 8 and also described as Travis Central Appraisal District Parcel Number 01-4711-0319-0000, located at 6912 Jester Wild Dr., Austin, Texas, consisting of approximately 8.0062 acres, and referred to as "Woody Hollow Preserve".

The lot under consideration is contiguous with existing tracts within the Balcones Canyonlands Preserve (BCP), and meets the habitat criteria for incorporation into the BCP. If accepted, Travis County will dedicate these lands to the BCP and incorporate this acreage into the Bull Creek Macrosite and manage this land to the terms and conditions of the BCCP federal permit (USFWS PRT#78841).

Staff recommends acceptance of this Conservation Easement in order to expand the existing preserve system in the Bull Creek macrosite.

#### Background:

The BCCP is a regional habitat conservation plan created to protect eight endangered species and numerous other species of concern that exist in western Travis County. The BCCP permit requires that a minimum of 30,428 acres within designated preserve acquisition areas be set aside and managed as mitigation for loss of protected species and their habitat elsewhere in the County. Additionally, 62 significant karst features and populations of rare or unique plant species found within the preserve are also targeted for protection. As co-permit holders, the City of Austin and

Travis County are jointly responsible for ensuring compliance with the Permit terms and conditions.

The regional permit allows for the incidental take of two endangered migratory songbirds (golden-cheeked warbler and the black-capped vireo) and six karst invertebrates. Landowners wishing to develop or undertake otherwise legal activities on their land that may result in "take" of protected plants or animals may purchase Participation Certificates through the BCCP.

The Woody Hollow Preserve provides habitat for species protected in the BCP and inclusion of this tract into the preserve would serve to further the County's goal of protecting 30,428 acres of habitat for the golden-cheeked warbler.

**Budgetary and Fiscal Impact:**

The Wild Earth Living Trust wishes to donate the Conservation Easement to Travis County, and has further provided the County with a right of first refusal if the property is at some time in the future placed on the market.

Travis County will manage the tract in accordance with the terms and conditions of the BCCP permit and the USFWS approved 2007 BCP Land Management Plan. Acceptance of the Conservation Easement will allow the County to manage and protect acreage to the terms and conditions of the federal permit without having to also expend the dollars to acquire fee to the property.

Attachment: Copy of Conservation Easement for Woody Hollow Preserve

905 BCCP Administration

cc: Joe Gieselman, TNR  
Carol Joseph, TNR  
Cynthia McDonald, TNR  
Jon White, TNR  
Rose Farmer, TNR  
Jennifer Brown, TNR  
John Hille, Assistant County Attorney  
Kevin Connally, TNR

## CONSERVATION EASEMENT AGREEMENT

This Conservation Easement Agreement (“**Agreement**”) is made by and between WILD EARTH LIVING TRUST, a trust created under the Texas Trust Act (“**Grantor**”) and TRAVIS COUNTY, TEXAS, a governmental entity and subdivision of the State of Texas (“**Grantee**”). Grantor and Grantee are referred to collectively in this Agreement as the “**Parties.**”

### RECITALS

A. Grantor is the owner of that certain tract of real property in Travis County, Texas described as Lot 21, Block A, Jester Point 2, Section 8 and also described as Travis Central Appraisal District Parcel Number 01-4711-0319-0000, located at 6912 Jester Wild Dr., Austin, Texas, consisting of 8.0062 acres, more or less (the “**Woody Hollow Preserve**”). A map depicting the Woody Hollow Preserve is attached hereto as **Exhibit**

**A.** James J. Weber and Lynne M. Weber are the sole Trustees of Grantor and are authorized to execute this Agreement on behalf of Grantor.

B. Grantee is a party to the Interlocal Cooperation Agreement, dated August 3, 1995, between Grantee and the City of Austin implementing the “Balcones Canyonlands Conservation Plan - Shared Vision,” (the “**Regional Plan**”). The Regional Plan is outlined and described in the “Habitat Conservation Plan and Environmental Impact Statement,” dated March, 1996, authored jointly by Grantee and the City of Austin. Pursuant to the Regional Plan, Grantee and the City of Austin have received from the United States Fish & Wildlife Service (the “**USFWS**”) an Endangered Species Act Section 10(a)(1)(B) regional permit, Federal Fish and Wildlife Permit No. PRT-788841, dated May 2, 1996, (the “**Regional Permit**”). The Regional Permit allows, among other

things, for the incidental “taking“ of golden-cheeked warblers (*Dendroica chrysoparia*) (“GCWA”) by Grantee, the City of Austin, and those holding certificates of participation under the Regional Permit. The GCWA has been listed as an endangered species under the federal Endangered Species Act of 1973, as amended. 16 USC Sections 1531 *et seq.* (the “Act”). The Balcones Canyonlands Coordinating Committee (the “**Coordinating Committee**”) is an entity that was created under Section 791.013 of the Texas Government Code by Grantee and the City of Austin to implement and administer the Regional Plan. The Coordinating Committee administers the Regional Plan under the terms of the Regional Permit. In accordance with the Regional Plan and under the terms of the Regional Permit, Grantee operates and maintains a regional endangered species habitat preserve known as the Balcones Canyonlands Preserve (the “**Regional Preserve**”).

C. The Woody Hollow Preserve is in a substantially undisturbed natural and open space condition, and the USFWS has determined that it contains natural habitat of the GCWA. To ensure that the land is managed for the benefit of the GCWA and its habitat and the other native wildlife and habitats that occur on the property, Grantor desires to grant to Grantee a conservation easement in perpetuity over and across the Woody Hollow Preserve pursuant to the terms of this Agreement.

D. To ensure endangered species and habitat protection on the Woody Hollow Preserve and to further the goals of the Regional Plan, Grantee has agreed to accept the conservation easement granted hereunder for inclusion in the Regional Preserve in accordance with the Regional Permit.

## AGREEMENT

NOW THEREFORE, for and in consideration for the premises stated herein and the mutual promises, covenants, conditions, and restrictions set forth in this Agreement, Grantor and Grantee agree as follows:

1. **Conveyance of Conservation Easement.** Pursuant to Texas Natural Resource Code Sections 183.001 *et seq.*, Grantor hereby voluntarily grants to Grantee a conservation easement (the "**Conservation Easement**") in perpetuity over, upon, and across the Woody Hollow Preserve, which is described as follows:

Lot 21, Block A, Jester Point 2, Section 8, Travis County, Texas;  
also described as Travis Central Appraisal District Parcel Number  
01-4711-0319-0000;

subject to the terms and conditions of this Agreement.

2. **Acceptance of Conservation Easement.** Grantee accepts the Conservation Easement to ensure endangered species and habitat protection in the Woody Hollow Preserve and to further the goals of the Regional Plan. Grantee will manage the Woody Hollow Preserve according to the Regional Plan, as a part of the Regional Preserve. Grantee will request the USFWS to incorporate the Woody Hollow Preserve into the Regional Preserve for the purposes of achieving the conditions and requirements of the Regional Permit. Grantee assumes all habitat management, wildlife protection, and endangered species reporting obligations associated with the Woody Hollow Preserve.

3. **Purpose of Easement.** The purpose of the Conservation Easement is to ensure that the Woody Hollow Preserve will be retained forever in a predominantly natural and open space condition as part of the Regional Preserve and to prevent any use that would impair or interfere with its natural and open space condition, except as

allowed by this Agreement. Without limiting the generality of the foregoing, Grantor and Grantee agree that the purposes of the conservation Easement are (i) to ensure that the Woody Hollow Preserve will be preserved as breeding habitat for the GCWA and/or other endangered or threatened species, (ii) to prevent activities on or in the Woody Hollow Preserve that are inconsistent with the purposes of the Conservation Easement or that might damage, compromise, or interfere with the ecological diversity or resource quality of the Woody Hollow Preserve or the natural processes occurring within it; and (iii) to ensure that the Woody Hollow Preserve is managed so as to meet the requirements under the Regional Plan for mitigation for any incidental "taking" of GCWA within Travis County.

4. **Extinguishment of Development and Mineral Rights.** The Conservation Easement extinguishes all future development rights associated with the Woody Hollow Preserve and all rights to engage in commercial or industrial activity, surface or subsurface mining, dumping, removing, filling, or altering of the soil surface therein. Grantor expressly waives the right to explore, drill for, or mine any oil, gas, or other minerals upon or within the Woody Hollow Preserve.

5. **Duration of Easement.** The Conservation Easement and its rights and privileges will be perpetual. The Conservation Easement concerns the land of the Woody Hollow Preserve and will run with the land and be binding on Grantor and Grantee and all future owners of the Woody Hollow Preserve.

6. **Rights Included in the Conservation Easement.** Grantee will have the right to enter and use and the obligation to maintain the Woody Hollow Preserve for the purposes specified in paragraph 2, pursuant to the Regional Permit, in any manner that is consistent

with the terms and provisions of this Agreement. To carry out the purpose of the Conservation Easement, Grantor conveys to Grantee the following specific rights and privileges, subject to the conditions and limitations of this Agreement:

6.1 The right to identify, preserve, protect, and enhance the natural, open space, and endangered species habitat features of Woody Hollow Preserve (including, but not limited to, the clearing of non-native and invasive vegetation, controlled burning of vegetation, wildlife population management, revegetation activities, and/or other activities for such purposes, provided that such activities are not otherwise specifically prohibited under this Agreement or the Regional Permit);

6.2 The right of ingress and egress to and from Woody Hollow Preserve as may be reasonably necessary for Grantee to monitor, maintain, and manage the land according to the terms and conditions of the Regional Plan and to exercise its rights and obligations under this Agreement, subject to the Usage and Fencing Regulations set out in **Exhibit B**. The right of access granted to Grantee shall not be construed to prohibit or deny Grantee any right of access to and from Woody Hollow Preserve from adjacent rights-of-way or through other points of access that may be otherwise lawfully available to Grantee. Grantee is allowed to mark the boundaries of Woody Hollow Preserve with signs or survey markers in accordance with the provisions set out in **Exhibit C**; and

6.3 The right to construct such fences and other barriers as may be necessary to prevent unauthorized access to the Woody Hollow Preserve, in accordance with the Usage and Fencing Regulations set out in **Exhibit B**. Such fences may include welded wire or mesh fencing to exclude deer or exotic and non-native wildlife.



7. **Reserved Rights.** Grantor reserves for itself, its trustees, and their invitees the following rights and privileges in the Woody Hollow Preserve, consistent with the purposes of the Conservation Easement:

7.1 The right of ingress and egress to and from the Woody Hollow Preserve, subject to the Usage and Fencing Regulations set out in **Exhibit B**;

7.2 The right to plant and propagate native trees, shrubs, and grasses in the Woody Hollow Preserve at Grantor's expense, consistent with the Usage and Fencing Regulations and in consultation with the employees and agents of Grantee or the USFWS;

7.3 The right to construct and use a small garden shed for storage and a bird viewing stand or blind within the Woody Hollow Preserve, consistent with the Usage and Fencing Regulations;

7.4 The right to use the existing trail system and footbridges located in the Woody Hollow Preserve, as depicted in **Exhibit A**, for nature study, education, and photography, consistent with the Usage and Fencing Regulations; and

7.5 The right to construct, maintain, repair, and use two additional footbridges in the Woody Hollow Preserve, the locations of which are shown in sepia in **Exhibit A**. The construction and use of such footbridges by Grantor will also be subject to the Fencing and Usage Requirements.

Nothing in this Agreement shall authorize any activity that might result in the "taking" of or harm to any GCWA within the Woody Hollow Preserve. It is agreed and understood that the retention of the Reserved Rights by Grantor is not intended to reserve to Grantor any rights of entry into the Woody Hollow Preserve that are greater than or in addition to

those specific rights of entry reserved to Grantor under the terms of this Agreement. Grantor and its trustees expressly waive all rights to enter or utilize the Woody Hollow Preserve except as provided in this Agreement or otherwise approved by the USFWS and Grantee

8. **Usage Requirements and Fencing.** Grantor and Grantee each agree and covenant to comply with and perform their respective obligations and requirements under the Usage and Fencing Requirements set out in **Exhibit B** attached hereto and incorporated herein by reference.

9. **No Public Access.** Grantee shall not allow any access by the general public to the Woody Hollow Preserve without the express written consent of Grantor.

10. **Costs, Expenses, and Liabilities.** Grantor shall retain the legal title and ownership of the Woody Hollow Preserve and shall be responsible for the payment of all *ad valorem* property taxes on it. .

11. **Baseline Condition.** The current baseline condition of the Woody Hollow Preserve is as shown in aerial photographs taken in 2008 and publicly available at Miller Blue Print Company and elsewhere and also shown in photographs attached to the Appraisal of Real Property, dated April 9, 2008, prepared by Ted Norman Lear, SRA.

12. **Transfer Rights.** Grantor shall have the right to sell, gift, mortgage, lease, or otherwise convey the Woody Hollow Preserve, provided that any such conveyance is subject to the terms, conditions, and requirements of this Agreement and the transferee explicitly agrees in writing to fulfill and perform all of such terms, conditions, and requirements.

13. **Exceptions To Conveyance Warranties.** The Conservation Easement is conveyed by Grantor and accepted by Grantee subject to all easements, rights-of-way, reservations, mineral severances, covenants, conditions, restrictions, and exceptions recorded in the Real Property Records of Travis County, Texas that affect the Woody Hollow Preserve.

14. **Compliance With Laws.** Grantor agrees to comply at all times, at Grantor's sole cost, with all applicable federal, state, and local laws, rules, regulations, and safety standards in connections with Grantor's activities upon, within, or in connection with the Woody Hollow Preserve. Grantee agrees to comply at all times, at Grantee's sole cost, with all applicable federal, state, and local laws, rules, regulations, and safety standards in connection with Grantee's activities upon, within, or in connection with the Woody Hollow Preserve.

15. **Indemnity Obligations.** Grantor agrees to indemnify and hold Grantee and Grantee's successors and assigns harmless from and against all liabilities, damages, suits, actions, costs, and expenses of any nature, including reasonable attorney's fees, whether arising out of injury to persons or property or otherwise, caused by or arising out of any of Grantor's activities upon or in connection with the Woody Hollow Preserve, including any harm that might occur to Grantor's trustees or their invitees while present in the Woody Hollow Preserve, whether or not permission for access was granted by Grantee, unless caused by the willful misconduct of Grantee, its employees, agents, or contractors.

16. **Entirety of Agreement and Modification.** This Agreement contains the entire agreement between the parties related to the rights granted and the obligations assumed herein. Any previous agreements, promises, negotiations, or representations not

expressly set forth in this Agreement are of no force or effect. Any representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by both Parties. No official, representative, employee, or agent of Grantee has any authority to modify or amend this Agreement, except pursuant to specific authority to do so granted by the Travis County Commissioners Court.

17. **Texas Law To Apply.** This Agreement shall be construed according to the laws of the State of Texas, and all of its obligations are performable in Travis County, Texas.

18. **Successors and Assigns.** This Agreement and its covenants, conditions, and restrictions shall run with the land of the Woody Hollow Preserve and

18.1 Shall be binding upon Grantor and all subsequent owners of the Woody Hollow Preserve and upon Grantee and its successors and assigns; and

18.2 Shall inure to the benefit of Grantor and Grantor's successors, Grantee and Grantee's successors, and the designated assignees ("**Designated Assignees**") of Grantor or Grantee. The term "Designated Assignees" shall mean and refer to the assignees of Grantor or Grantee who are specifically referred to as the assignees of the rights of such Party in a written instrument executed and acknowledged by the Party and recorded in the Real Property Records of Travis County, Texas. The mere conveyance of the Woody Hollow Preserve will not qualify the transferee as a Designated Assignee unless these requirements are followed.

19. **Remedies.**

19.1 Enforcement. Each Party has the right to enforce its rights and the duties and obligations of the other Party under this Agreement.

19.2 Notice of Violation; Corrective Action. If either Party determines that a violation of the terms or conditions of this Agreement has occurred or is threatened, such Party may give reasonable written notice to the other Party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Woody Hollow Preserve resulting from any use or activity inconsistent with the purposes of the Conservation Easement, to restore the portion of the Woody Hollow Preserve so injured to its previous condition. Such notice shall be mailed to the address of the other Party stated below.

19.3 Judicial Remedy. If either Party fails to cure a violation of this Agreement within thirty (30) days after the mailing by the other Party of written notice thereof, the other Party may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement by specific performance; enjoin the violation by temporary or permanent injunction; and/or to require the restoration of the Woody Hollow Preserve to the condition that existed prior to any such injury.

19.4 Self-help Remedy. As an alternative or in addition to any other remedy provided herein, if either Party fails to perform any act or obligation required by this Agreement within thirty (30) days after the mailing by the other Party of a written demand for the performance of such act or obligation, the other Party may, at its sole option, perform such act or obligation itself or engage someone else to do so at the expense of the failing Party. In such an event, the failing Party shall, upon demand,

reimburse the other Party for the cost of performing the act or obligation and all reasonable expenses associated therewith.

19.5 Damages. Neither Party shall be liable to the other Party or any other person for monetary damages in the event of a breach of or failure to perform any obligation required by this Agreement, except for the payment of any unreimbursed costs and expenses of or associated with performing an act or obligation required of the other Party under this Agreement, as provided in paragraph 19.4 above, and the payment of any unreimbursed costs of enforcing the terms of this Agreement, as provided in paragraph 19.7 below.

19.6 Scope of Relief. The rights under this paragraph 19 apply equally to either actual or threatened violations of the terms of this Agreement. Each Party agrees that the remedies at law for any violation of the terms of this Contract are inadequate and that either Party will be entitled to the injunctive relief described in Paragraph 19.3, both prohibitive and mandatory, in addition to any other relief to which either Party may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies provided in this paragraph 19 shall be cumulative and in addition to all other legal remedies available to the Parties.

19.7 Costs of Enforcement. All reasonable costs incurred by either Party in enforcing the terms of this Agreement, including, without limitation, the costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by any violation of the terms of this Agreement shall be reimbursed by the other Party within thirty (30) days after a demand for reimbursement is delivered to such Party.

19.8 Forbearance. Forbearance by any Party to exercise its rights under this Agreement in the event of any breach of a term of this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement. No delay or omission in the exercise of any right or remedy upon any breach by either Party shall impair such right or remedy or be construed as a waiver.

19.9 Acts Beyond Either Party's Control. Nothing contained in this Agreement shall be construed to entitle either Party to take any action against any other Party for any injury to or impairment of the Woody Hollow Preserve resulting from a cause beyond the other Party's control, including, without limitation, accidental fire, flood, storm, acts of God, and earth movement, or from any prudent action taken by such other Party under emergency conditions to prevent, abate, or mitigate significant injury resulting from any such cause.

19.10 Mediation of Disputes. The Parties agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement. When mediation is acceptable to both Parties in resolving a dispute arising under the Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Texas Civil Practice and Remedies Code Section 154.023. Unless both Parties are satisfied with the results of the mediation, the mediation will not constitute the final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

20. **Notice.** Any notice to be given hereunder by either Party to the other shall be in writing and shall be mailed by first class mail, postage prepaid, to the address of the other Party shown below:

GRANTOR: Wild Earth Living Trust  
c/o James J. & Lynne M. Weber  
6808 Jester Wild Dr.  
Austin, Texas 78750

Grantee: Travis County  
Transportation and Natural Resources  
Attn: Program Manager, Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

with copy to: Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 212.4

Either Party may change its address for notice by giving notice to the other Party of such change, in accordance with the provisions of this paragraph.

21. **Provisions Are Severable.** If any of the provisions contained in this Agreement is for any reason found to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

22. **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.



23. **Number and Gender Defined.** As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

24. **No Real Estate Commissions.** Each of the Parties represents that it has not retained a real estate broker or agent in connection with this transaction and is not obligated for any real estate sale commissions.

25. **Assignment.** Grantee may, without necessity of obtaining the consent of Grantor, assign Grantee's rights and obligations under this Agreement to any other governmental entity, which (i) has the capability of fulfilling all of the obligations of Grantee under this Agreement; and (ii) is approved by the USFWS. Otherwise, Grantee may not assign its rights and obligations under this Agreement without the prior written approval of Grantor. Grantor may, without necessity of obtaining the consent of Grantee, assign Grantor's rights and obligations under this Agreement to any other person that (i) acquires the Woody Hollow Preserve by purchase or lease, and (ii) explicitly agrees in writing to fulfill and perform all of the obligations of Grantor under this Agreement. Otherwise, Grantor may not assign its rights and obligations under this Agreement without the prior written approval of Grantee. Grantor shall notify Grantee within seven (7) days of any such assignment and shall provide Grantee with a copy of the assignee's written assumption of the Agreement. In such event, Grantor may request to be released from its obligations under this Agreement, and Grantee agrees that it will not unreasonably deny, condition, or delay such a request.

26. **Multiple Counterparts.** This Contract may be executed in multiple counterparts, each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

27. **Amendment.** Grantor and Grantee may amend this Agreement, provided that any such amendment will not (i) be contrary to or conflict with the purposes of the Conservation Easement, (ii) result in termination of this Agreement or the Conservation Easement, or (iii) affect the qualification of the Conservation Easement or the status of Grantor or Grantee under applicable laws, including without limitation Section 170(h) of the U.S. Internal Revenue Code (26 USC Sec. 170(h)). Any such amendment must be in writing, signed by the authorized representatives of Grantor and Grantee and recorded in the Real Property Records of Travis County, Texas.

28. **Due Authorization.** The person or persons executing this Agreement on behalf of Grantee hereby represent to Grantor that the Commissioners' Court of Travis County, Texas has approved this Agreement and that such person or persons have the authority to execute the Agreement and to bind Grantee to its terms. The person or person executing this agreement on behalf of Grantor hereby represent to Grantee that Grantor has approved this agreement and that such person or persons have the authority to execute the Agreement on behalf of Grantor and to bind Grantor to its terms.

29. **USFWS Matters.** Grantor and Grantee agree to operate in good faith under the terms of this Agreement, and each Party agrees that it will not unreasonably withhold or delay any requested approval or other action under the terms of the Agreement. Notwithstanding the foregoing, Grantor expressly agrees that Grantee will not be liable for any damages arising out of any denial of approval or any action taken by Grantee

based on written instructions received by Grantee from the USFWS. The USFWS shall be a third party beneficiary of Grantee's rights under this Agreement and shall have standing to enforce compliance by Grantor or Grantee with the terms and provisions of the Agreement.

30. **Review By Counsel.** Grantor and Grantee have each read and consented to the terms and conditions of this Agreement and have each had the opportunity to discuss it with their respective attorneys.. Grantor acknowledges that the Travis County Attorney's office represents Grantor and does not represent Grantee in the preparation and execution of this Agreement.

31. **Right of First Refusal.** Grantor agrees that if it receives an offer to purchase all or any part of the Woody Hollow Preserve, before accepting the offer it will notify Grantee of the amount offered to purchase the property and will allow Grantee a minimum of twenty (20) days to match the offer by offering to pay Grantor an equal or greater amount within sixty (60) days after the delivery of such matching offer. If Grantee delivers such a matching offer to Grantor after being notified, Grantor agrees to sell the property to Grantee for the amount of Grantee's matching offer if it is paid within sixty (60) days. If Grantee does not deliver such a matching offer to Grantor within twenty (20) days after it is notified, Grantor will be free to accept the offer to purchase the property, subject to the terms and conditions of this Agreement. However, nothing in this paragraph shall be construed to forbid Grantor to reject all offers to purchase the Woody Hollow Preserve or any part thereof.

Executed to be effective as of the date of final execution by the Parties set out below (the "Effective Date").

**GRANTOR:**

WILD EARTH LIVING TRUST,  
A trust under the Texas Trust Act

By: \_\_\_\_\_  
James J. Weber, Trustee

By: \_\_\_\_\_  
Lynne M. Weber, Trustee

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

**GRANTEE:**

TRAVIS COUNTY, TEXAS,  
A political subdivision of the State of Texas

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

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

**ACKNOWLEDGEMENTS**

THE STATE OF TEXAS                   §

COUNTY OF TRAVIS                   §

This Instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by James J. Weber and Lynne M. Weber, the sole Trustees of the WILD EARTH LIVING TRUST, a Trust under the Texas Trust Act, on behalf of said Trust.

\_\_\_\_\_  
\_\_\_\_\_

Notary Public, the State of Texas

THE STATE OF TEXAS                   §

COUNTY OF TRAVIS                   §

This Instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Samuel T. Biscoe, County Judge of TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas, on behalf of said County.

\_\_\_\_\_  
\_\_\_\_\_

Notary Public, the State of Texas

**EXHIBIT A**

(Map of the Woody Hollow Preserve, showing the trail system and footbridges, including the two footbridges to be built by Grantor)

## **EXHIBIT B**

### **USAGE AND FENCING REGULATIONS**

#### **1. Preserve Management.**

1.1 Grantee shall maintain the Woody Hollow Preserve predominantly in a natural and open space condition in perpetuity or until this Agreement and the Conservation Easement are terminated, except as necessary to accommodate the Reserved Rights in favor of Grantor or to establish, develop, or maintain habitat for the endangered or threatened species or as otherwise provided in the Agreement.

1.2 No trails, paths, jeep trails, roads, or access points shall be cleared or added within the Woody Hollow preserve unless agreed to by both Parties. Access to the Woody Hollow Preserve by either Party shall be by foot only. Bicycles, mountain bikes, and any motorized vehicles shall not be allowed, except for emergency vehicles, unless agreed to by both Parties.

1.3 Grantor shall not clear any land within the Woody Hollow Preserve or trim or prune any vegetation or clear any underbrush within it, except as may be required in connection with the exercise of the Reserved Rights specified in paragraph 7 of the Agreement and then only with Grantee's prior consent after consultation. However, Grantor may remove invasive and non-native vegetation such as ligustrums, nandinas, and poison ivy. No planting of vegetation within the Woody Hollow Preserve will be permitted without the prior written consent of Grantee.

1.4 Dogs, cats, cattle, horses, and other domestic livestock shall not be

allowed in the Woody Hollow Preserve.

1.5 Grantor will use reasonable efforts to control invasive and non-native vegetation on Grantor's property adjoining the Woody Hollow Preserve.

1.6 Firearms, fireworks, and sound recording and replay devices (including bird call "playback" tapes) shall not be allowed in the Woody Hollow Preserve except in connection with research and management activities conducted by Grantee or the USFWS.

1.7 Grantee may allow access to the Woody Hollow Preserve without the written consent of Grantor only to researchers, land managers, and Grantee's employees and agents for the purpose of furthering the goals of the Regional Plan. Grantee shall not allow public access to the Woody Hollow Preserve without the express written consent of Grantor.

**2. Fencing.** Grantee, at its option and expense, shall have the right to install, maintain, repair, and replace a fence or fences on the Woody Hollow Preserve along the entire boundary of the Preserve, including the boundary between the Preserve and the adjacent property owned by Grantor's Trustees. At Grantor's request, Grantee will install a gate in such fence for access to the Woody Hollow Preserve, provided that Grantor controls the access through such gate to ensure that the conditions and limitations of the Agreement and these Usage Regulations are complied with. Grantee shall also have the right to install such additional fences and other barriers as may be necessary to prevent unauthorized access to the Woody Hollow Preserve, including welded wire or mesh fencing to exclude deer and exotic or non-native wildlife. Grantee may also install such gates as may be required to reasonably control access to the Preserve.



## **Exhibit C**

### **SIGNS**

Signs may be posted by Grantee along the boundary of the Woody Hollow Preserve for identification of the property as a wildlife preserve and to prohibit trespassing. Such signs will not exceed 24 inches by 24 inches in size and will be constructed of metal or some other weather resistant material. .

20

RECEIVED  
COUNTY CLERK  
NOV 26 11:14

Travis County Commissioners Court Agenda Request

Voting Session 12/02/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text:

Approve a variance to Chapter 82.401 (c)(4), Standards for Construction of Streets and Drainage in Subdivisions to allow the acceptance of dedication of a portion of the street and drainage facilities in Bee Creek Hill, Sections One, specifically a portion of Queen Bee Lane – a street in Precinct Three.

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:

<u>AB</u> Anna Bowlin	- 854-9383	Don Ward <u>DW</u>	- 854-9383
Jamie Mancillas	- 854-9383	Scott Lambert	- 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: November 20, 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: Approve a variance to Chapter 82.401 (c)(4), Standards for Construction of Streets and Drainage in Subdivisions to allow the acceptance of dedication of a portion of the street and drainage facilities in Bee Creek Hill, Sections One, more specifically a 405' portion of Queen Bee Lane – a street in Precinct Three.

**Summary and TNR Staff Recommendation**

Bee Creek Hill, Section One was recorded May 11, 1970 at Volume 50, Page 5. The developer has requested that, at this time, the County only accept a portion of Queen Bee Lane. Therefore, a variance needs to be given to the subdivision rule that states a subdivision must be completed in its entirety and that all "Requirements for Approval..." must be submitted to be accepted. The purpose of this variance is so that the 405' portion of Queen Bee Lane can be accepted.

The public street to be accepted at this time is a 405' portion of Queen Bee Lane. This street 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. However, in this case, this portion of Queen Bee Lane was given conditional acceptance on September 18, 2007. Travis County's Road Maintenance Department has recently re-inspected the construction and did not find any issues that need addressing. Staff is willing to consider the time between the conditional and Court approval as the warranty period. Fiscal for this project will be released once Court approves the acceptance of the 405' portion of this street.

The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code. There are no sidewalks along this portion of Queen Bee Lane.

This portion of Queen Bee Lane connects to Bumble Bee Drive, a street accepted for maintenance. This action will add 0.08 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

November 20, 2008

Page 2

**Budgetary and Fiscal Impacts:**

None.

**Issues and Opportunities:**

For some extra background, on 11/23/04 a large portion of Bee Creek Hill, Sections One and Two were vacated. The Pedernales River United Methodist Church requested the vacation of 74 Lots and approximately 2,600 feet of ROW, which was approved on 11/23/04. The purpose of the vacation was to develop a campus-like facility on the vacated area. The church plans were then submitted through Permit #05-0453, which included the construction of this portion of Queen Bee Lane.

**Required Authorizations:**

Road Maintenance and Fleet Services Department.

**Exhibits:**

TNR Approval Letters  
List of streets  
Requirements for Approval  
Attached maps

PS:DW:ps

1105 Bee Creek Hill, Sec 1 – Queen Bee Lane



**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:** November 21, 2008

**Developer:**

Pedernales River Methodist  
Church  
Attn: Jim Dower  
3000 Bee Creek Road  
Spicewood, TX 78669

**Engineer:**

Austin Civil Engineering, Inc.  
Attn: Hunter Shadburne, PE  
2708 S. Lamar Blvd, Suite #200A  
Austin, TX 78704

**SUBJECT: Pedernales River United Methodist Church – 405’ of Queen Bee Lane**

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.

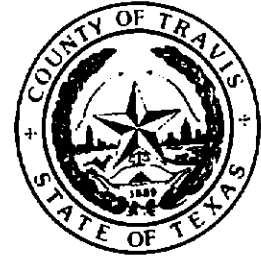
All items have been received

BY: Paul Scoggins  
TNR Engineering Specialist – Paul Scoggins

Donald W. Ward  
TNR Road Maintenance – Donald W. Ward, P.E.

1102 fiscal file  
1105 Subdivision File

CODE: 1102



**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

**RECEIVED**

SEP 19 2007

**TNR**

**CONSTRUCTION ACCEPTANCE - CONDITIONAL**

**DATE:** September 18, 2007

**TO:** Developer:  
Pedernales River Methodist  
Church  
Attn: Ron Albee

Engineer:  
Austin Civil Engineering, Inc.  
Attn: Hunter Shadburne, PE  
2708 S. Lamar Blvd, Suite #200A  
Austin, TX 78704

**SUBJECT: Pedernales River United Methodist Church:05-0453**

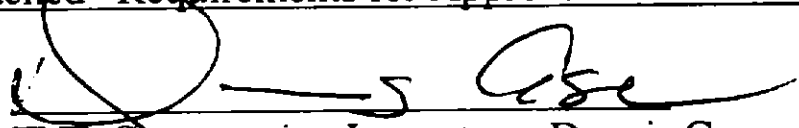
Effective this date streets and/or drainage construction, within this subdivision, appear to be in conformance with the Permitted Construction Documents. This construction is not accepted for maintenance by Travis County, but will enter into a one-year Performance Period, when all of the "Requirements for Approval of Construction" (attached) are provided to Travis County.

The Owner must maintain the streets in the development until the satisfactory completion of the Performance Period. The Developer is required to maintain fiscal posting of 10% of the actual street and drainage cost, plus 100% of the un-constructed residential sidewalks, until all streets and/or drainage construction are accepted for maintenance by Travis County and the Performance Period has been completed. Sidewalk fiscal will be reduced/released as the sidewalks are deemed complete.

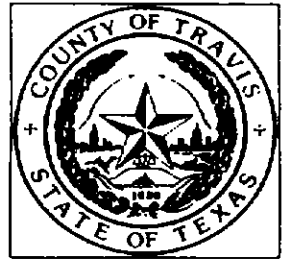
Prior to the end of the Performance Period, Travis County will inspect the streets, drainage, and/or sidewalk construction to determine the deficiencies that need to be corrected, before the Performance Period Fiscal is released.

**OTHER REMARKS:**

See attached "Requirements for Approval of Construction"

BY:   
TNR Construction Inspector - Dennis Case

**ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE**



**SUBDIVISION**  
**Mapsc0 No. 488W**

**Bee Creek Hill, Section 1 - Specifically  
 a Portion of Queen Bee Lane**

**Pct.# 3**  
**Atlas No. L-03**

SECTION 1 RECORDED AT VOL 50, PG 5 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 5/11/70

ACCEPTING 1 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Queen Bee Lane	Bumble Bee Dr southeast ~405'	405	0.08	50'	HMAC	20'	NO
Total Footage/Mileage			405	0.08				

THE TOTAL NUMBER OF ORIGINAL LOTS IN THESE SUBDIVISION SECTION 1 - 76 N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING 0.08 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

2-Dec-08  
 DATE

- DP = DOUBLE PENETRATION
- HMAC = HOT MIX ASPHALT
- C = CONCRETE
- UPP = UNPAVED, PIT RUN
- UPS = UNPAVED, SELECT

  
 Don 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

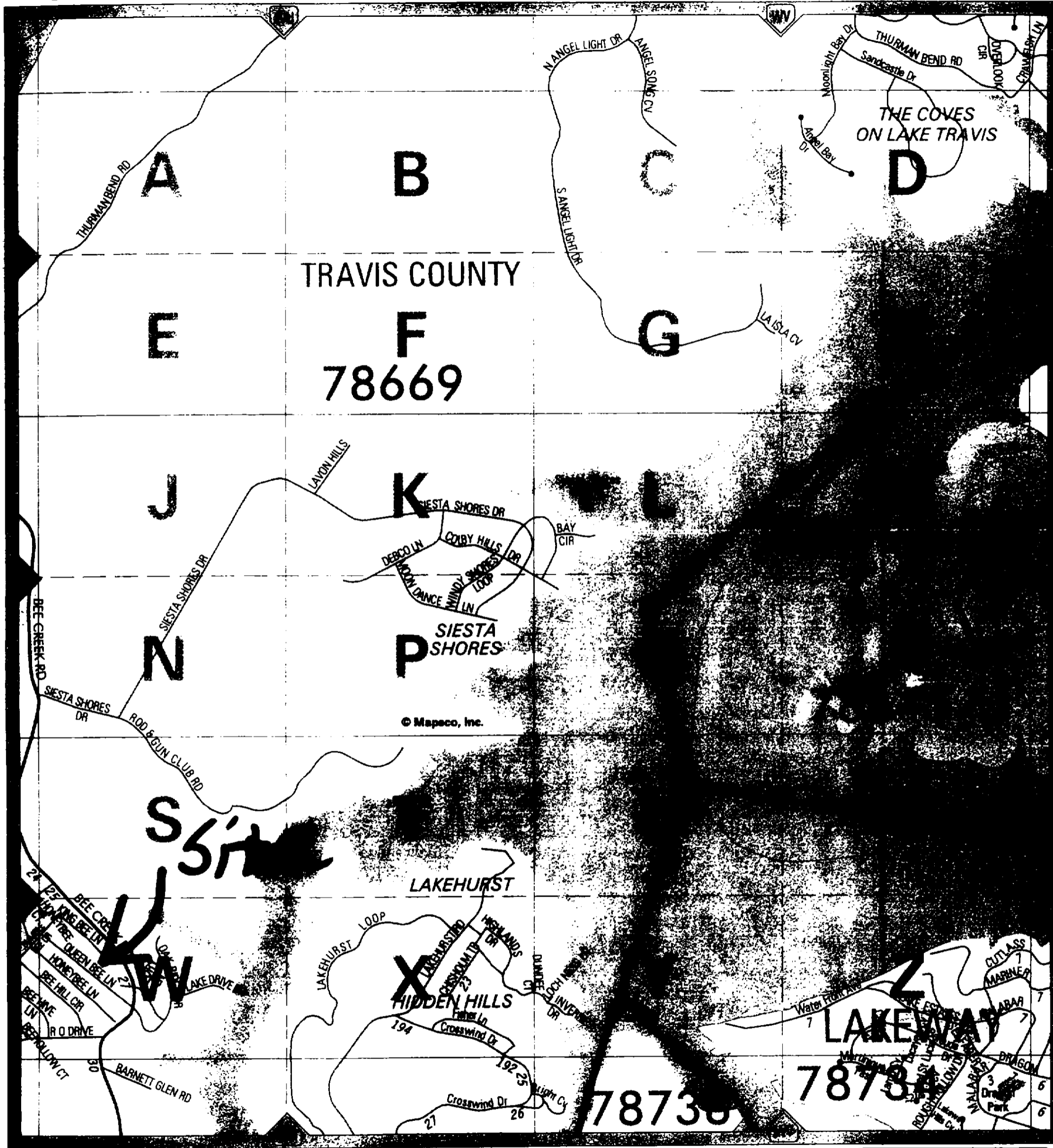
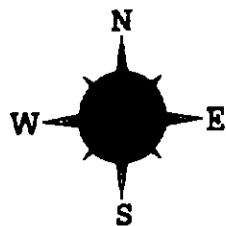
### **BEE CREEK UNITED METHODIST CHURCH – 405' OF QUEEN BEE LANE REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 11/17/08 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, IF in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 11/17/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 11/17/08 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 release 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)
- NA 7. A 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)
- 9/25/08 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.**
- NA 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.**)





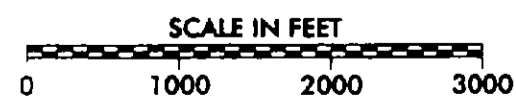
# BEE CREEK HILL, SECTION ONE - SPECIFICALLY 405' OF QUEEN BEE LANE



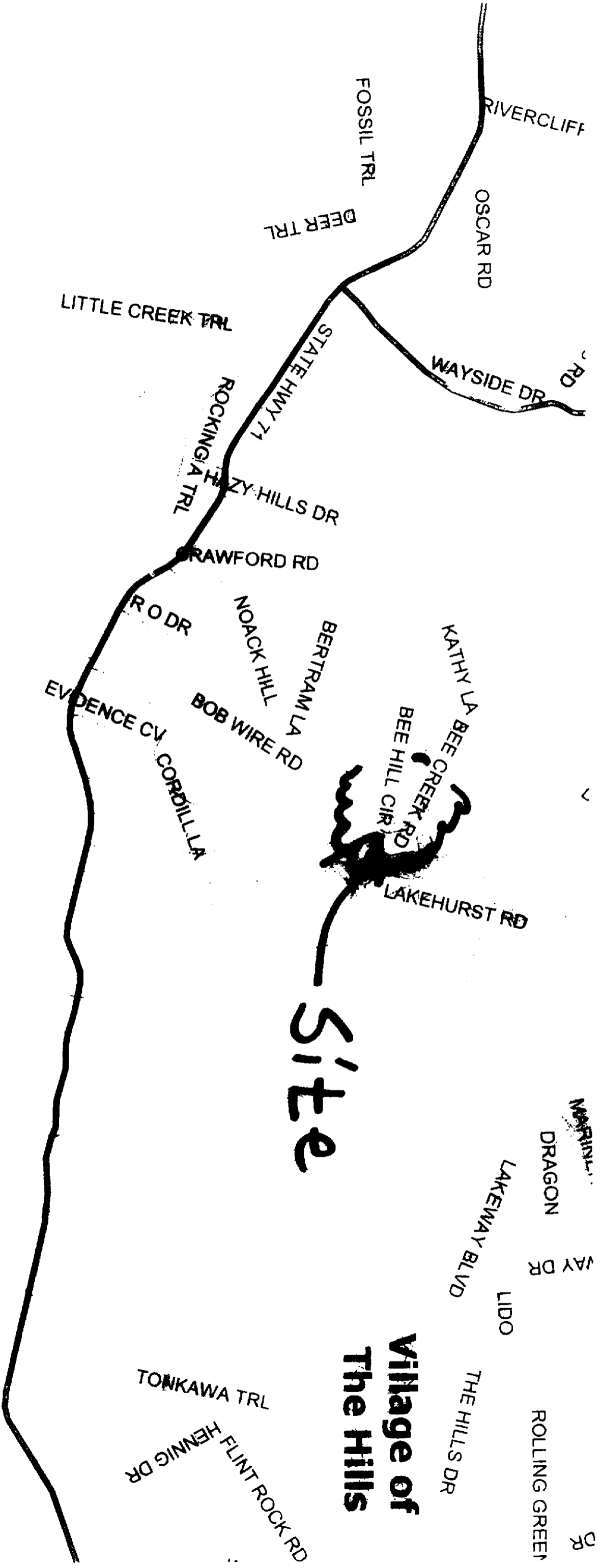
© Mapco, Inc.



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# BEE CREEK HILL, SECTION ONE - SPECIFICALLY 405' OF QUEEN BEE LANE



Site

Village of  
The Hills

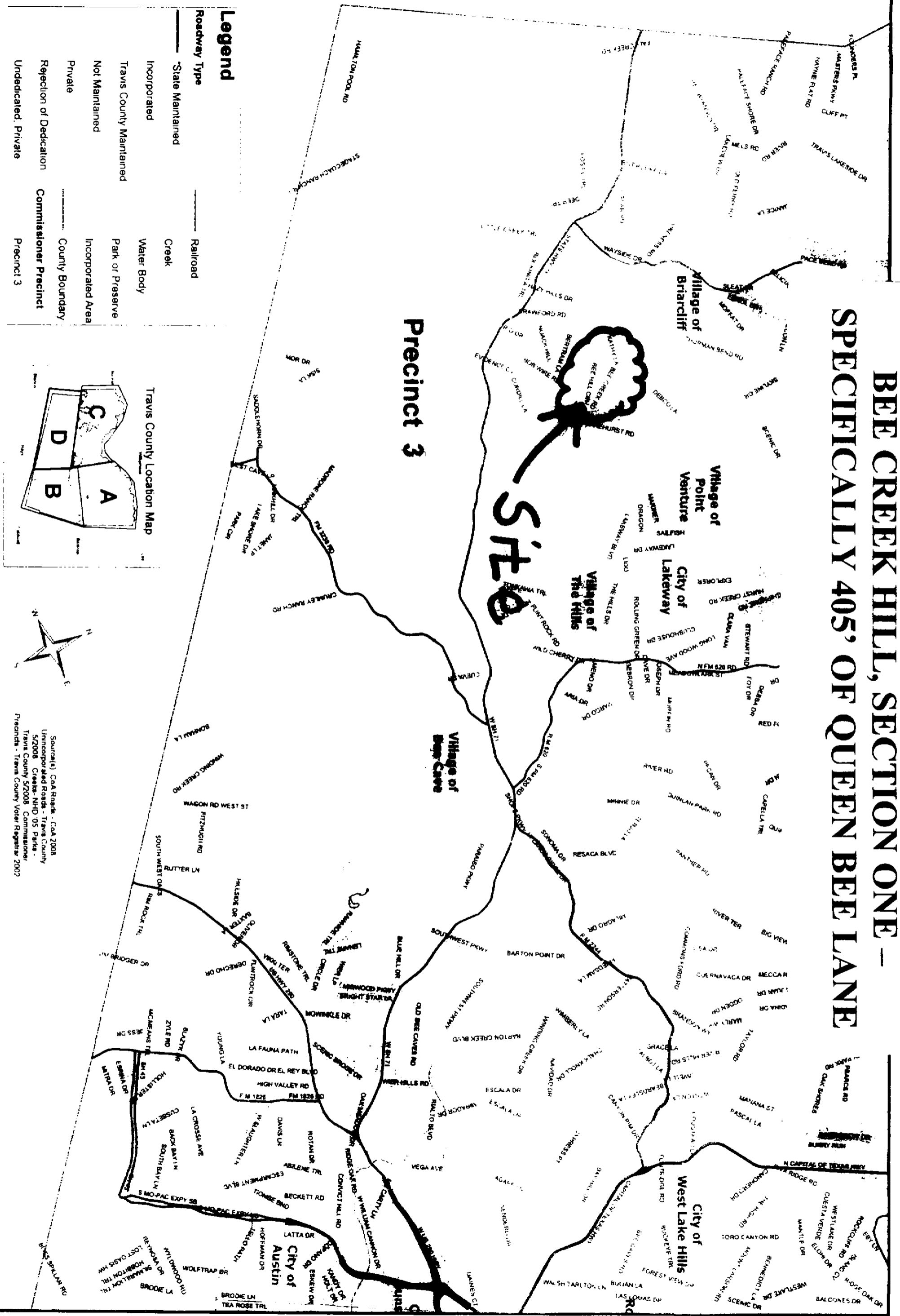
Precinct 3



# BEE CREEK HILL, SECTION ONE - SPECIFICALLY 405' OF QUEEN BEE LANE

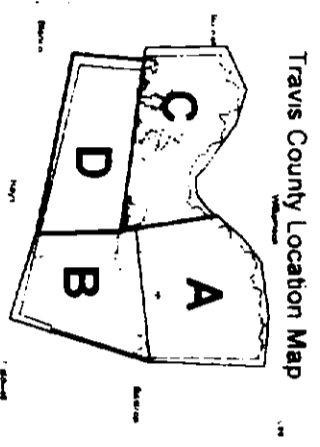
## Site

### Precinct 3



### Legend

Roadway Type	
State Maintained	Railroad
Incorporated	Creek
Travis County Maintained	Water Body
Not Maintained	Park or Preserve
Private	Incorporated Area
Rejection of Dedication	County Boundary
Undedicated, Private	Commissioner Precinct
	Precinct 3



Sources: CoA Road - CoA 2008  
 Unincorporated Roads - Travis County  
 5/2/08 - CoA - NHD 05 Parks -  
 Travis County 5/2/08 Commissioner  
 Precincts - Travis County Voter Registrar 2002

# Travis County Roadways, Map D

1 inch equals 1.002 miles  
 1 inch equals 5.282 feet

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 warranties of any kind. For questions contact the Travis County GIS Coordinator at (512) 954-9333



Map Prepared by: Travis County  
 Dept. of Transportation & Natural  
 Resources  
 Date: 5/12/2008  
 Map: www.co.travis.tx.us/maps

# 21

**Travis County Commissioners Court Agenda Request**

Voting Session: December 2, 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 Notice of Vacancy and of Expiring Terms of Certain Members of the Travis County Healthcare District Board of Managers.

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

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COUNTY JUDGE'S OFFICE  
08 NOV 24 PM 4:43

**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**

**DATE:** November 24, 2008

**TO:** MEMBERS OF THE COMMISSIONERS COURT

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

**SUBJECT:** Notice of Vacancies and Expiring Terms of Members of the Board of Managers of the Travis County Healthcare District

**Proposed Motion:**

Consider and Take Appropriate Action on Notice of Vacancy and of Expiring Terms of Certain Members of the Travis County Healthcare District Board of Managers.

**Summary and Staff Recommendations:**

Pursuant to Section 281.021(d) of the Texas Health and Safety Code, the Travis County Commissioners Court is responsible for selecting and appointing four members of the Travis County Healthcare District Board of Managers. A fifth Manager is selected by the Court jointly with the City of Austin

The original board members began their terms on August 2, 2004. One county appointee's term and the jointly-appointed member's term will expire on December 31, 2008. The bylaws adopted by the Board of Managers provide that new terms will begin on January 1 of each year. The Board's bylaws provide that the Managers will serve until their re-appointment or the selection of their successor.

**Issues and Opportunities:**

On May 1, 2007, the Travis County Commissioners Court approved an amended process to ensure appropriate notice of the expiring terms of members of the Board of Managers of the Travis County Healthcare District. The process was designed to allow the Court time to determine the best course for appointing or re-appointing citizens to the Board of Managers.

The previous Call for Nominations to the Board of Managers is attached for review.

**Background**

Travis County named four appointees and one appointee jointly with the City of Austin to the Board in August 2004. The Board of Managers immediately drew lots to determine the length of each member's term. Travis County appointee, Frank Rodriguez and Joint Travis County and City of Austin appointee Carl S. Ritchie, Jr. drew four-year terms.

Board member Frank Rodriguez is requesting re-appointment for a second four-year term. His request for re-appointment and the supporting information are attached to this memorandum.

**Current members of the Travis County Healthcare District Board of Managers are:**

- Chairperson, **Carl S. Richie, Jr.** - Joint County/City Appointee – **Term expiring**
- Vice-Chairperson, Thomas Coopwood, M.D.- City Appointee
- Secretary Rose Lancaster - City Appointee
- Treasurer Rosie Mendoza - City Appointee
- Manager Bobbie Barker - City Appointee
- Manager Clarke Heidrick - County Appointee
- Manager Donald Patrick - County Appointee
- Manager **Frank Rodriguez** - County Appointee – **Term expiring**
- *Manager Eduardo Sanchez, M.D., M.P.H. - County Appointee – **Resigned***

*(Managers with terms expiring are in bold. Manager Sanchez resigned earlier this year.)*

cc: Stacy Wilson, Attorney, Travis County Attorney's Office  
Trish Young Brown, CEO, Travis County Healthcare District

**Call for Nominations to the  
Travis County Healthcare District Board of Managers  
That Will Represent Travis County**

Travis County is seeking candidates to serve on the Board of Managers (The Board) of the Travis County Healthcare District, the District created by an affirmative vote of Travis County voters on May 15, 2004. Four positions are appointed by Travis County, four by the City of Austin, and a consensus appointment is jointly agreed upon by the Commissioners Court and City Council.

These nine appointees serve as the Board of Managers and organize, plan and supervise the Travis County Healthcare District (TCHD). All District Managers must understand the unique role of Travis County in the District. The District's financial statements are a part of the Travis County consolidated financial statement that is presented annually to New York's bond rating firms. The Court has the right under the legislation creating the District to prescribe the method of purchasing and expenditures and accounting and control procedures for the District unless it delegates its power to do so to the District. The District is intended to promote transparency and accountability to the public in the provision of health care.

The Travis County Commissioners Court seeks individual(s) to represent all the stakeholders of the County. The Court's goal is to achieve geographic, gender and constituent diversity on the Board in order to reflect the overall diversity of the County. The Board must provide exceptional vision, possess excellent business and administrative skills and be active in community affairs. Board members must be team members and work with all Central Texas health care providers, reflecting local sensitivities in their decision-making process.

Candidates must not only instantly command the confidence of the Travis County citizens, but also have the respect of the local health care, business, and financial, professional, and governmental sectors. Members must possess outstanding business judgment and unquestionable integrity.

**BOARD OF MANAGERS' RESPONSIBILITIES**

The Board is charged with determining the regional vision, mission, and outcomes of the District and implementing appropriate policies and procedures. The following are additional Board responsibilities:

- Managers are responsible for governance of the District.
- Managers will supervise the drafting of the Board's bylaws and adopt appropriate by-laws.



- Managers will be responsible for the hiring and general direction to the District Administrator.
- Managers must be willing to commit the time required to prepare, attend and actively participate in scheduled Board meetings as well as various individual and/or committee assignments.
- Managers will serve staggered terms.

**The Conflict of Interest Affidavit must be completed signed and submitted with the application. An applicant must also submit a completed and signed personal financial statement as provided by Chapter 572, Texas Government Code, with the application.**

### **NOMINATION FORMS AND GUIDELINES**

The nomination/application form included in this packet should be completed and mailed, along with a resume and three references to:

**Travis County Commissioners Court  
Attn: Honorable Samuel T. Biscoe  
314 West 11<sup>th</sup> Street, Suite 520  
Austin, Texas 78701**

Applications will be accepted beginning \_\_\_\_\_ through \_\_\_\_\_. Applications may be submitted electronically by clicking on the Travis County Web Site ([www.co.travis.tx.us](http://www.co.travis.tx.us)). Persons who apply electronically must also submit a signed hard copy by mail or hand delivery to the above address. A hard copy of the Application Packet will be available in the County Judge's Office.

## **Healthcare District Composition**

Among hospital and healthcare districts in Texas, consensus does not exist on the criteria for selecting members of the governing board. However, based on information available from the districts and also from national organizations focusing on health and hospital boards, the following considerations may guide selection.

### **Personal Attributes/characteristics**

- Demonstrated commitment to community service
- Support for mission and values of the organization
- Current on all taxes
- County resident

### **Expertise in the following areas may be useful to the organization:**

- Finance
- Business management
- Community needs
- Information technology
- Quality management
- Marketing and communications
- Political relations
- Law
- Real estate
- Medicine
- Health care
- Social services

### **Competencies**

- Leadership qualities
- Ability to think strategically
- Ability to communicate effectively
- Ability to work collaboratively

### **Other Considerations:**

- Board composition reflects the diversity of the community (race, ethnicity, gender, age)
- Consumer representation

### **Issues to consider:**

- Conflict of interest, including financial benefit from the district
- Not more than 49% should represent management or physicians with hospital privileges

## **QUALIFICATIONS:**

**Preference will be given to candidates with a history exhibiting skills, experience and abilities in a majority of the following:**

- Outstanding or strong business achievement. Because this is a new enterprise, with no local precedent, candidates with demonstrated experience with a successful business management background will be particularly attractive.
- Demonstrated ability in understanding finance, comprehending and managing large budgets.
- Able to learn, understand and comply with rules and standards governing the conduct of public business.
- Able to work with all Central Texas healthcare providers and understand public and private healthcare needs.
- Extensive involvement in multiple leadership roles on community healthcare or human services, or other community, boards or projects.
- Able to work with Central Texas medical community, including hospitals, clinics, physicians, and nurses.
- Experience recruiting, hiring, and managing senior management personnel.
- Outstanding communications skills.
- Capable of dedicating significant time to service on the Board, especially during the first two years.
- Demonstrated experience in controlling costs while maximizing services and service delivery.
- Ability to collaborate with public officials, staff, and Board colleagues.
- A resident of Travis County.

**In addition to the above qualifications, preferences will be given to candidates who can demonstrate the following personal characteristics:**

- Respect for public input and involvement
- Consensus building
- Strong ethics
- Integrity

**Board composition reflects the diversity of the community (race, ethnicity, gender, age)  
Consumer representation**

**Issues to consider:**

**Conflict of interest, including financial benefit from the district**

**Not more than 49% should represent management or physicians with hospital privileges**

## **TRAVIS COUNTY APPOINTEES**

**Clarke Heidrick** is an attorney with the firm of Graves, Dougherty, Hearon & Moody, where he has practiced law since 1977. He specializes in general business law, mergers and acquisitions, corporate and securities, real estate acquisitions, banking and finance, and tax-exempt organizations

**Frank Rodriguez** is the **Development Director** for Mexic-Arte Museum. In this capacity he is responsible for strategic development activities related to the Museum's growth and development. Prior to this position, Mr. Rodriguez was a business owner for a firm specializing in financial and business planning for both the private and public sector.

**Donald W. Patrick, M.D., J.D.** is a physician and an attorney and most recently served as the Executive Director of the Texas Medical Board, the body responsible for regulating healthcare in Texas. Previous to this position, Dr. Patrick practiced neurosurgery in Austin from 1969 to 2001 and is a Diplomate of the American Board of Neurological Surgery.

*One Travis County appointee position is vacant, with approximately two years remaining in the term.*

## **JOINT TRAVIS COUNTY/ CITY OF AUSTIN APPOINTEE**

**Carl S. Richie II** is the **Vice President** of Government Affairs at TXU Energy. Prior to joining TXU Energy, Mr. Richie represented clients before the Texas Legislature on a broad array of public policy issues and in contested and enforcement administrative matters before state and federal agencies.

## CITY OF AUSTIN APPOINTEES

**Rose Lancaster** is a **healthcare advocate** who served ten years on the Board of Directors of the Austin/Travis County Community Health Centers. Additionally, she serves as the Chair of the Health Committee for the Homeless Task Force, a collaborative planning effort focused on ending chronic homelessness in Travis County

**Rosie Mendoza** is a licensed **Certified Public Accountant** and is the managing shareholder for R. Mendoza & Company, P.C. with expertise in financial and governmental accounting, where she leads the attest services area of the firm.

**Thomas B. Coopwood, M.D., F.A.C.S.** is retired from a distinguished career as a **surgeon** serving the Austin community for over 30 years. During his career, Dr. Coopwood served as Chief of Surgery at Brackenridge Hospital from 1980 to 1985, Chief of Staff at Brackenridge Hospital in 1986 and Chief of Surgery at St. David's Hospital from 1988 to 1990.

**Bobbie Barker** is the **Vice President** for Grants and Community Programs at St. David's Community Health Foundation. In that role, she overseeing the Foundation's multimillion-dollar grant making process, ongoing development of the Foundation's program areas of mental health, aging services, and healthy living, and outreach to other community agencies and programs.

22

# BUDGET AMENDMENTS AND TRANSFERS

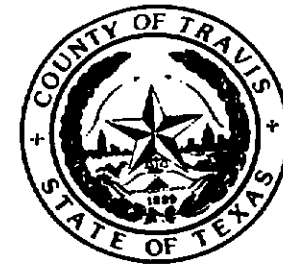
## FY 2009

COUNTY OF PEASE COUNTY

08 NOV 25 PM 2: 18 12/2/2008

AMENDMENTS

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	001	9800	981	9892	Reserves	Allocated Reserves		\$ 59,553	1
	001	1030	521	0701	Gen. Admin	Reg Salary-Perm Empl	\$ 24,585		
	001	1030	521	2002	Gen. Admin	FICA - OASDI	\$ 1,524		
	001	1030	521	2003	Gen. Admin	Hospitalization	\$ 7,548		
	001	1030	521	2004	Gen. Admin	Life Insurance	\$ 79		
	001	1030	521	2005	Gen. Admin	Retirement Contrib.	\$ 2,633		
	001	1030	521	2006	Gen. Admin	Worker's Compensation	\$ 48		
	001	1030	521	2007	Gen. Admin	FICA - Medicare	\$ 356		
	001	1030	521	3001	Gen. Admin	Office Equip,Furn & Supp	\$ 19,730		
	001	1030	521	4101	Gen. Admin	Long Distance	\$200		
	001	1030	521	4202	Gen. Admin	Auto Mileage-Employees	\$350		
	001	1030	521	6501	Gen. Admin	Subscriptions & Publications	\$ 500		
	001	1030	521	6503	Gen. Admin	Travel, Meals, Lodging	\$ 1,000		
	001	1030	521	6504	Gen. Admin	Training & Seminars	\$ 1,000		



**PLANNING AND BUDGET OFFICE  
TRAVIS COUNTY, TEXAS**

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314 W. 11th Street  
P.O. Box 1748  
Austin, Texas 78767

November 20, 2008

TO: The Members of Commissioners Court

FROM: Katie Petersen Gipson, Budget Analyst

A handwritten signature in black ink, appearing to read "Katie Petersen Gipson", is written over the printed name.

RE: Budget for Intergovernmental Relations Coordinator and staff

During the FY09 Budget process the budget for the operating costs and Administrative Assistant for an Intergovernmental Relations Coordinator was placed as an earmark in Allocated Reserve because the position had yet to be filled. On November 18, 2008 the Commissioners Court hired a candidate for the Intergovernmental Relations Coordinator. This budget adjustment for General Administration will set up an initial operating budget for the IGR and salary for the future Administrative Assistant. It includes \$36,773 for salary and benefits for the Administrative Assistant II position and \$6,160 for an initial operating budget which includes office supplies, travel and training and \$16,620 for office furniture, computer equipment and telephones. These amounts are for 10 months of expenditures- the full annualized amount will be added to the FY10 General Administration Target budget. At this time this earmark does not include any funding for office renovation or construction pending approval of a Facilities Management accommodation plan.

PBO will work with the new Intergovernmental Relations Coordinator to adjust this budget as necessary in order to establish this position in Travis County.

CC: Rodney Rhoades, PBO, Leroy Nellis, PBO  
Cheryl Brown, County Judge's Office,  
Alicia Perez, Administrative Operations  
Linda Moore Smith, HRMD, Luane Shull, HRMD



Budget Adjustment: 14023

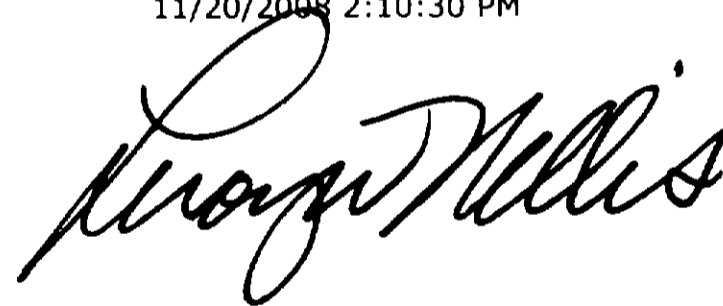
Fyr \_ Budget Type: 2009-Reg  
 PBO Category: Amendment  
 Just: Other

Author: 1 - BROWN, CHERYL  
 Court Date: Tuesday, Dec 2 2008  
 Intergov. Budget Set-up

Created: 11/20/2008 11:11:16 AM  
 Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			59,553
				59,553
To Account		Project		Amount
001-1030-521-0701	REG SALARIES-PERMNT EMPL			24,585
001-1030-521-2002	FICA TAX - OASDI			1,524
001-1030-521-2003	HOSPITALIZATION			7,548
001-1030-521-2004	LIFE INSURANCE			79
001-1030-521-2005	RETIREMENT CONTRIBUTION			2,633
001-1030-521-2006	WORKER'S COMPENSATION			48
001-1030-521-2007	FICA TAX - MEDICARE			356
001-1030-521-3001	OFFICE EQUIP,FURN, & SUPP			19,730
001-1030-521-4101	LONG DISTANCE			200
001-1030-521-4202	AUTO MILEAGE-EMPLOYEES			350
001-1030-521-6501	SUBSCRIPTIONS & PUBLICATN			500
001-1030-521-6503	TRAVEL, MEALS, LODGING			1,000
001-1030-521-6504	TRAINING & SEMINARS			1,000
				59,553

Approvals	Dept	Approved By	Date Approved
Originator	1	CHERYL BROWN	11/20/2008 2:10:27 PM
DepOffice	1	CHERYL BROWN	11/20/2008 2:10:28 PM
DepOfficeTo	1	CHERYL BROWN	11/20/2008 2:10:30 PM



**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
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
<b>\$6,521,830</b>	<b>Current Balance</b>		

**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
<b>(\$3,590,001)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$2,931,829 Remaining Allocated Reserve Balance After Possible Future Expenditures**

**Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$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
(\$28,000)	Facilities	11/18/08	Rebudgeting correction HMS Courthouse HVAC Phase 4 Project
<b>\$2,909,298 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Identified During the FY09 Budget Process:**

<b>Amount</b>	<b>Explanation</b>
(\$95,500)	Failing Vehicles Contingency
(\$30,000)	Aviation Software
<b>(\$125,500) Total Possible Future Expenses (Earmarks)</b>	

**\$2,783,798 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
<b>\$5,980 Current Reserve Balance</b>			

**Health & Human Services Reserve Status (001-9800-981-9817)**

Amount	Dept Transferred Into	Date	Explanation
\$400,000 (\$215,000)	HHS	11/25/08	Beginning Balance Workforce Development RFS
<b>\$185,000 Current Reserve Balance</b>			

**Fuel & Utility Reserve Status (001-9800-981-9819)**

Amount	Dept Transferred Into	Date	Explanation
\$1,108,121			Beginning Balance
<b>\$1,108,121 Current Reserve Balance</b>			

**Planning Reserve Status (001-9800-981-9821)**

Amount	Dept Transferred Into	Date	Explanation
\$700,000			Beginning Balance
<b>\$700,000 Current Reserve Balance</b>			

**Annualization Reserve Status (001-9800-981-9890)**

Amount	Dept Transferred Into	Date	Explanation
\$2,347,947			Beginning Balance
<b>\$2,347,947 Current Reserve Balance</b>			

**Unallocated Reserve Status (001-9800-981-9898)**

Amount	Dept Transferred Into	Date	Explanation
\$41,384,029			Beginning Balance
<b>\$41,384,029 Current Reserve Balance</b>			

**BEFIT Auditor Reserve Status (001-9800-982-9902)**

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
<b>\$621,663 Current Reserve Balance</b>			

**BEFIT HRMD Reserve Status (001-9800-982-9903)**

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
<b>\$82,420 Current Reserve Balance</b>			

**BEFIT ITS Reserve Status (001-9800-982-9904)**

Amount	Dept Transferred Into	Date	Explanation
\$81,095			Beginning Balance
<b>\$81,095 Current Reserve Balance</b>			

**BEFIT Purchasing Reserve Status (001-9800-982-9905)**

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
<b>\$214,822 Current Reserve Balance</b>			

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

RECEIVED  
COUNTY CLERK'S OFFICE

Please consider the following item for:  
12-02-08

08 NOV 25 AM 10:05

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 contract to the City of Austin, Austin Energy for Health and Human Services to continue the Customer Assistance Program Plus 1, weatherization program that provides utility assistance for Travis County low-income households that are customers of Austin Energy.
- b) Approve grant contract to Atmos Energy for Keeping the Warmth Program through Health and Human Services to provide conservation kits and other energy efficiency supplies and installations to low-income households that are customers of Atmos Energy.

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

TRAVIS COUNTY

12/2/2008

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	Local Funds (Donation)	County Match	Indirect Costs	FTEs	Notes	Page #
<b>Contracts</b>									
a	58 Customer Assistance Program Plus 1 Funding	12/1/2008 - 11/30/2009		\$100,000				1	6
b	58 Keeping the Warmth Program, Conservation & Energy Efficiency Program	12/1/2008 - 11/30/2009		\$20,000				1	17

**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.*

<b>Dept</b>	<b>Name of Grant</b>	<b>Grant Amount</b>	<b>County Match</b>	<b>Local Funds (Donation)</b>	<b>FTEs</b>	<b>Cm. Ct. Approval Date</b>
58	AmeriCorp	\$301,429	\$281,599		20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000			11/7/2008
37	Sheriff's Combined Auto Theft Task Force	\$145,928				11/18/2008
		<b>\$477,357</b>	<b>\$291,599</b>		<b>20</b>	



**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*

<b>Dept</b>	<b>Name of Grant</b>	<b>Grant Amount</b>	<b>County Match</b>	<b>Indirect Costs</b>	<b>FTEs</b>	<b>Cm. Ct. Approval Date</b>
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
37	Office of Community Oriented Policing Program	\$350,738				11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273				11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888			1	11/25/2008
23	Project Safe Neighborhoods	\$48,518			0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482			0.52	11/25/2008
		<b>\$2,923,422</b>	<b>\$605,119</b>		<b>19.00</b>	

## 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		8.00	10/7/2008
<b>Total Outstanding</b>		<b>\$ 330,776</b>	<b>\$ 44,224</b>		<b>8.00</b>	

\* Original Grant Column shows Beginning FY'08 Amount

F

### FY 2009 Grants Summary Report

#### Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount	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
<b>Total Outstanding</b>		<b>\$272,893.75</b>	<b>\$ -</b>		<b>2.00</b>		

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### 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:	58/54
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	Customer Assistance Program Plus 1 Funding		
Grant Period:	From: 12/1/2008	To: 11/30/2009	
Grantor:	City of Austin, Austin Energy		

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input checked="" type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:						0
Operating:			100,000			100,000
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	0	0	100,000	0	0	100,000
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>EH</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>MG</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						
Number of Households granted Utility Assistance	15,000					15,000
Measures For Grant						
Number of Households granted Utility Assistance for Qualified Austin Energy customers	341	29 - estimate for 1 mo.	87 - estimate for 3 months	87 - estimate for 3 months	87 - estimate for 3 months	341

6

<b>Outcome Impact Description</b>	These program funds provide for utility assistance for households facing termination, to offer economical use of utilities education and provide personal assistance or referrals in face-to-face interviews. The program provides this assistance to those in need who are an Austin Energy customer, Travis County resident, have a household income at or below 200% of the current federal poverty income guidelines and have no meter tampering fees charged to their utility account.
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**PBO Recommendation:**

Health and Human Services has submitted a request to approve the contract for the City of Austin Customer Assistance Financial Assistance Program. The weatherization program will provide \$100,000 in utility assistance for Travis County low-income households that are customers of Austin Energy.

This is a long standing program with no County match or long term commitment requirements of the County. PBO recommends approval.

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

The department has participated in this program for many years, this contract provides a more formal agreement for the program. Austin Energy makes internal allocations for this program by agency; program funds are not received or deposited at Travis County. The program provides support to its customers who are challenged with high utility bills and assist in eliminating past due debt owed to the City of Austin for utilities. This support will assist customers in becoming self-sufficient. These assistance dollars are sometimes used in conjunction with other available program funds to assist the household with high utility bills.

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

None

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

The grant does not require a cash or in-kind match.

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

The grant does not allow for payment of administrative costs.

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.

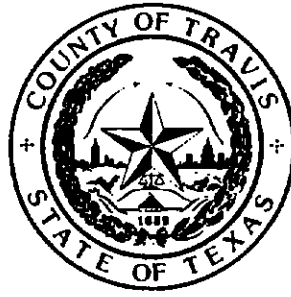
Yes

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

NA

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

Travis County Health and Human Services and Veterans Service Family Support Services division staff will perform client eligibility interviews for assistance provided by this program and the other programs available through the department. The CAPS / Plus 1 program funding represents the department's largest local source for utility assistance offered to clients as Austin Energy is the largest provider for residential electricity in the Travis County area . Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance.



RECEIVED  
08 NOV 19 PM 3:03  
TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

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

100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767

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

**Date:** November 18, 2008

**TO:** MEMBERS OF THE COMMISSIONERS COURT

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

**SUBJECT:** Acceptance of FY09 Customer Assistance Program Plus 1 Funding  
(CAPS) Grant Contract

**Proposed Motion:** Consider and take appropriate action to approve the contract with City of Austin, Austin Energy for the Customer Assistance Program Plus 1 Grant for FY09.

**Summary and Staff Recommendation:** Staff requests the acceptance of this contract from the City of Austin, Austin Energy. The grant funding will be a total of \$100,000 allocated \$25,000 per quarter. These grant funds are used to respond to requests for utility assistance from Travis County's low-income households who have an income at or below 200% of the current Federal Poverty Guidelines and who are unable to meet their household energy needs. The households must be customers of Austin Energy and Travis County residents.

**Budgetary and Fiscal Impact:** We utilize the allocated funds for direct service of utility assistance. Travis County will not receive or deposit these funds as they are internally allocated to our agency by Austin Energy each quarter in the grant period. No matching funds are required. The contract period is 12/01/08 through 11/30/09.

**Issues and Opportunities:** The funds allocated by Austin Energy for this program are the largest local program funding received by the department.



**Background:** Travis County has participated in this program for a number of years. This contract provides a more formal agreement for the program. The department utilizes this program, as well as coordinating its efforts with other community resources, faith-based organizations and other local agencies providing services to low-income residents of Travis County.

Within the past program year, we were able to assist 343 households within Travis County. The operation of this grant allows our department the ability to provide utility assistance to clients who are experiencing an energy-related hardship. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Budget Analyst, Planning and Budget Office  
Susan Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Ellen Heath, Financial Analyst III, County Auditors Office  
Cyd Grimes, CPM, Travis County Purchasing Agent  
Mary Etta Gerhardt, Assistant County Attorney  
Andrea Colunga Bussey, Social Services Director, Family Support Services

### City of Austin Customer Assistance Financial Assistance Program Plus 1 Funding

**Fund Disbursement Agreement:**

The purpose of this proposal is to make utility assistance available to households facing termination; to offer education on economical use of utilities and to meet clients in face-to-face interviews and provide personal assistance.

**Sponsored by:** Travis County through Travis County Health, Human Services and Veterans Services

**Administration:** Grant Administrator - \_\_\_\_\_

Coordinator - \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Requested Amount:**

Austin Energy will provide \$25,000 per quarter for one year of Customer Assistance Program (Plus 1) funds to Travis County ("agency" or "partner agency"). The funds will be disbursed quarterly. ***Austin Energy reserves the right to make changes as needed to funding amounts or disbursement procedures as needed with written notice to Travis County.***

**Rationale:**

There has been an increase in requests for Plus 1 funding due to a greater number of households who are in need of utility assistance. In order to provide assistance to these clients (customers), this grant will be administered by Travis County. The fact that Travis County has over seven service sites in several areas of the city allows our customers to access Plus 1 more efficiently.

**Terms Agreement:**

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

**Attachments:**

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

- Attachment A - Guidelines and Procedures
- Attachment B - Partnership Agency Responsibilities

Partner Agency Grant Administrator:  
TRAVIS COUNTY

Austin Energy Process Manager's:

Signature: BY: Samuel T. Biscoe

Signature: \_\_\_\_\_

Printed Name: Travis County Judge

Printed Name: \_\_\_\_\_

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

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

**Plus-1 Partner Agency Contact Information:**

Grant Administrator: \_\_\_\_\_

Phone Number - \_\_\_\_\_

Mailing Address - \_\_\_\_\_

**Austin Energy Contact Information:**

Customer Service Call Center Phone Number - 494-9400 Mailing Address - 721 Barton Springs Road Austin TX 78704-1145	Valerie Harris, Community Services Coordinator Phone Number - 972-7718 Fax Number - 505-4028 Email address -	Ronnie Mendoza, Community Services Coordinator Phone Number - 972-7725 Fax number - 505-4028 Email address -
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	Valerie.Harris@AustinEnergy.com	Ronnie.Mendoza@AustinEnergy.com
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**ATTACHMENT A**  
**City of Austin Customer Assistance Financial Assistance Program**  
**Plus 1 Funding**

Guidelines and Procedures:

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

The following lists outline the procedures by which the City of Austin and Travis County shall comply:

City of Austin Responsibilities:

1. Customer Assistance Plus 1 Program funds will be provided to agencies quarterly. The City reserves the right to make changes as needed and with written notice to Travis County. If County does not agree to any such changes, County may terminate the agreement.
2. Austin Energy's Plus 1 funding becomes available, if approved, on October 1st of each new fiscal year.
3. Funding will be paid on a quarterly basis and each partner will be awarded amounts that reflect their past use and households served, beginning October 1, 2008; if available. The parties understand that no funds will change hands between the parties - Austin Energy will assign award amounts to the agency (Travis County); the agency will determine eligibility of clients and advise Austin Energy of eligibility and amounts; Austin Energy will credit the account of the client as designated and advise the agency.
4. When agency calls with pledge, Austin Energy representative will inform agency if pledge is sufficient to cancel cut for non-payment, if applicable.
5. Austin Energy representative will note on customer's account that agency has called in pledge and will include any comments by agency.
6. Austin Energy Community Services Coordinator will process the pledge when valid voucher is received.
7. Austin Energy Community Services Coordinator will notify Agency of any issues that may arise during pledge voucher processing (i.e. discovery of meter tampering, or duplication of services by alternate agency).
8. Austin Energy Community Service Coordinator will provide all necessary paperwork, brochures, flyers etc. to support the program.
9. Austin Energy Community Service Coordinator will be liaison for community service projects led by the partner agency.
10. Austin Energy Community Services Coordinator will provide the agency a quarterly status report on distribution activities and address any comments provided by the agency.
11. Plus 1 funding is only applied to residential accounts.
12. Recipient must be a City of Austin utility customer.
13. Plus 1 funding cannot pay utility deposits.
14. Austin Energy will not provide Plus 1 funding to customers who are charged with meter tampering fees.

**ATTACHMENT B**  
**City of Austin Customer Assistance Financial Assistance Program**  
**Plus 1 Funding**

**Partner Agency Responsibilities:**

1. Each agency will develop its own eligibility criteria, priorities, case work documentation, and tracking of funds. The agency's guidelines will fulfill the purpose of PLUS 1 Funding.
2. Agency staff will screen clients using their eligibility criteria. PLUS 1 Funding program requests will be incorporated into these processes with minimal additional in-kind resource requirements.
3. Agency will not discriminate in providing Plus1 funding to any client based on race, creed, color, national origin, ancestry, sex, marital status, and lawful source of income, , or disability, . Clients will be screened based on income eligibility and must be a resident of Travis County.
4. A debt-resolution plan which may include one of the following options will be developed by the agency within the agency's policies and procedures:
  - a. Assist with the quoted amount to arrange a Deferred Payment Agreement (DPA)
  - b. Assist with reinstatement of DPA.
  - c. Match funds and Plus 1 funding to pay off the entire debt.
5. Agency staff will contact Austin Energy Call Center at 49409400 and advise the representative the amount of pledge. Agency will get the name of the customer service representative for any follow up that is needed.
6. The agency will fax legible vouchers to Austin Energy Community Services Coordinator at 505-4028.
7. Agency will review Distribution List provided by Austin Energy for accuracy and contact Community Services Coordinator within one week of any corrections or any comments.
8. Agency understands Plus 1 funding is only applied to residential accounts.
9. Agency understands recipient must be a City of Austin utility customer.
10. Agency will invite the utility to two community service projects a year in order to facilitate the enrollment process into the Customer Assistance Discount Program.
11. Agency understands Plus 1 funding cannot pay deposits.
12. Austin Energy will not provide Plus 1 funding to customers who are charged with meter tampering fees. Austin Energy will be responsible for advising Agency of such charges when contacted by agency.
13. Agency will have a release of information form provided by Austin Energy signed by each client requesting Plus 1 funds.
14. Agency will notify Austin Energy of any special situation that warrants our attention.
15. Agency understands that if they want to assist their own employees with Plus 1 funds they must refer those customers to one of our other partnering agencies. *Plus 1 funds will not be utilized to support staff from the partner agency where the employee is employed.*
16. Collaborating agency understands that monthly business ends at the end of the month and must be posted to that month. If information is not received in a timely manner it will be delayed by at least a week.
17. Agency will receive a renewal application form if renewal requirements have been met.

18. Meeting renewal requirements does not guarantee a current partner to continue participating in the Plus 1 program. Austin Energy reserves the right to make changes as needed within the program.
19. Agency understands that renewal applications for the upcoming year will be provided to agencies that have successfully completed the following:
  - a. Two community events will be hosted by partner agency and Austin Energy will be invited.
  - b. 90% of their funding allowance will be utilized within the fiscal year.
  - c. 80% of customers receiving Plus 1 funds from the agency will submit a Customer Assistance Discount application to the utility.

### 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:	58/54
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	Keeping the Warmth Program, Conservation & Energy Efficiency Program		
Grant Period:	From:	12/1/2008	To: 11/30/2009
Grantor:	Atmos Energy		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" 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:			20,000			20,000
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	0	0	20,000	0	0	20,000
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>EH</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>MG</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						
Number of Households granted Utility Assistance	15,000	3,750- 3 month estimate	3,750- 3 month estimate	3,750- 3 month estimate	3,750- 3 month estimate	15,000
Number of Households served by the DOE Weatherization program	50	12 - 3 month estimate	12 - 3 month estimate	12 - 3 month estimate	12 - 3 month estimate	50
Number of Households served by the LIHEAP Weatherization program	80	21 - 3 month estimate	21 - 3 month estimate	21 - 3 month estimate	21 - 3 month estimate	80
Measures For Grant						





**PBO Recommendation:**

Health and Human Services has submitted a request to approve the contract for the Keeping the Warmth Program with the Atmos Energy Corporation. The weatherization program will provide conservation kits and a total of \$20,000 for other energy efficiency supplies and installation services to applicable residents.

There is no County match or long term commitment requirements of the program. PBO recommends approval.

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

This is a new grant program from Atmos Energy. This vendor created the program to allow qualified Atmos Energy customers to implement energy savings measures to lower their energy utility bills. This program provides energy conserving materials and supplies for qualified Travis County residents, who are Atmos Energy customers and have a household income at or below 125% FPIG or will be age 65 in the calendar year of the application date. These kits includes li weatherstripping, caulk, outlet & switch gaskets, shrink-fit window sheets, faucet aerators and showerheads to provide minor energy conservation assistance to clients. Clients receiving them can install the items and begin conserving energy thus reducing their home energy needs. The program will also offer resources for other materials and installation services for other energy conservation needs. The funding apportioned for this program may be used to purchase additional energy conserving items such as water heater blankets, automatic thermostats, gas heating tune-ups, insulation and gas heaters. Installation for some of these items will be an allowable charge to this grant. The program will promote the achievement of energy self-sufficiency for clients by the implementation of these measures in their households.

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

None

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

The grant does not require a cash or in-kind match.

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

The grant does not allow for payment of administrative costs.

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.

NA

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

Travis County Health and Human Services and Veterans Service Family Support Services division staff will perform client eligibility interviews for assistance provided by this program and the other programs available through the department. The energy conservation "kits" will be provided to the clients by Family Support Services staff. It may be necessary for staff from the Housing Services Division to coordinate the installation of the other energy conserving materials in clients' residences. The impact of this program will have a lasting effect on the client's energy bills by reducing their household consumption and possibly their need for utility assistance. This program funding may be used in conjunction with other weatherization assistance programs that are available and provide other home energy conserving materials and services.



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TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

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

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

**Date:** November 18, 2008

**TO:** MEMBERS OF THE COMMISSIONERS COURT

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

**SUBJECT:** Acceptance of 2008 – 09 Keeping the Warmth, Conservation & Energy Efficiency Program Contract

**Proposed Motion:** Consider and take appropriate action to approve the contract with Atmos Energy for the Keeping the Warmth, Conservation & Energy Efficiency Program for 2008 - 09.

**Summary and Staff Recommendation:** Staff requests the acceptance of this contract from Atmos Energy. The total grant funding for this contract will be \$20,000. The Atmos Energy grant funds awarded to Travis County are used to provide energy conservation materials and supplies for Atmos Energy customers who are residents of Travis County and are or will be 65 years of age within the calendar year or have a household income that is at or below 125% of the current federal poverty income guidelines. Some examples of the program's services are providing energy conservation kits, and programmable thermostats.

**Budgetary and Fiscal Impact:** We will be able to use these Atmos Energy funds for direct services either for the purchase of energy conservation materials and supplies or for their installation. The funds for these items will be budgeted in the line items for contracted services and supplies. No matching funds are required for this grant. This contract period is 12/01/08 through 11/30/09.

**Issues and Opportunities:** We will be able to assist client with the energy conservation materials provided with these grant funds to further enhance their achievement of energy self-sufficiency. Coordination of the installation of some of these items may be performed by the Housing Services Division. The department may utilize the assistance provided by this program in conjunction with other funds received for various weatherization programs to assist clients more effectively.

**Background:** The department receives utility assistance program funding from Atmos Energy for their Share the Warmth program.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Analyst III, Planning and Budget Office  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Ellen Heath, Financial Analyst III, Travis County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Cyd Grimes C.P.M., Travis County Purchasing Agent  
Andrea Colunga Bussey, Division Director, Family Support Services  
Deborah Britton, Division Director, Community Services  
Roberto Ortiz, Interim Housing Manager, Housing Services



**Conservation & Energy Efficiency Program  
(Keeping the Warmth Program)**

This Conservation & Energy Efficiency Program Agreement ("**Keeping the Warmth Agreement**" or "**Agreement**") is made, entered and effective as of the 1st day of December, 2008, ("**Effective Date**") by and between Atmos Energy Corporation, a Texas and Virginia corporation ("**Atmos**") and Travis County, a political subdivision of the State of Texas, ("**Agency**").

**BACKGROUND:**

Atmos has recently received approval to implement a Conservation & Energy Efficiency Program to assist qualified Atmos customers in obtaining energy saving materials and supplies, either in-kind or through a purchase/reimbursement mechanism. The goal of the program is to allow qualified Atmos customers to implement energy savings measures to lower their energy utility bills.

Agency is authorized to provide assistance to qualified clients who meet applicable County criteria.

Atmos and Agency may also be parties to the Share the Warmth Agreement (the "Share the Warmth Agreement") which provides charitable assistance to eligible persons in financial distress to meet natural gas energy related costs essential to their health and welfare. While some provisions of the Keeping the Warmth Program and the Share the Warmth Program are similar, they are intended to operate independently of each other.

Agency is willing and able to assist Atmos in implementing the Keeping the Warmth Program pursuant to the terms of this Agreement.

**AGREEMENT:**

In consideration of the mutual covenants hereinafter set forth, Atmos and Agency hereby agree as follows:

**1. Keeping the Warmth Program**

Atmos and Agency agree to assist each other in implementing the Keeping the Warmth Program, subject to the terms and conditions set forth below. It is understood that because the Keeping the Warmth Program is new and certain administrative aspects are still being worked out, Atmos reserves the right to change any part of the Keeping the Warmth Program upon reasonable notice to Agency. Any change which amends any portion of this Agreement will be in writing and signed by both parties pursuant to Section 10.5 of this Agreement. If any changes are made by Atmos with which County cannot agree, County may terminate this Agreement with written notice to Atmos. Atmos may engage a 3rd party to administer aspects of the Keeping the Warmth Program, with written notice to Agency, and Agency will cooperate as reasonably necessary.

## 2. Funding the Keeping the Warmth Program

Atmos from time to time may allocate a portion of the funds it receives for the Keeping the Warmth Program (see "Keeping the Warmth Funds") to Agency, although Atmos shall have no obligation to do so. The Keeping the Warmth Funds allocated to Agency may be delivered to Agency in various ways, including one or more of the following:

2.1 Energy conserving materials and supplies obtained from approved suppliers/retailers, such as weather stripping, caulking, water heater blankets, automatic thermostats, and other devices and materials set forth on Exhibit "A," together with such other items approved in advance by Atmos from time to time (see Exhibit A, "**Approved Keeping the Warmth Materials**");

2.2 Cash, Vouchers or Gift Cards for the purchase of Approved CEE ("Conservation and Energy Efficiency") Materials;

2.3 Reimbursement for the purchase of Approved Keeping the Warmth Materials;  
and

2.4 Installation charges for any of the above.

All Keeping the Warmth Funds so allocated will be disbursed to Agency in the manner determined by Atmos and Agency will use the Keeping the Warmth Funds as provided herein. Upon a termination of this Agreement, Atmos may request that Agency refund to Atmos all Keeping the Warmth Funds not distributed or incurred (as evidenced by written invoice) by Agency as of the date of notice of the termination. Agency will forward payment to Atmos within thirty (30) days of receipt of Atmos' request. Atmos reserves the right to cease distribution of Keeping the Warmth funds to Agency at Atmos' discretion with written notice to Agency.

## 3. Agency's Use of Keeping the Warmth Funds

The Agency shall have the sole right to determine who receives the Keeping the Warmth Funds (such person being a "**Beneficiary**") subject, however, to the following conditions and restriction

3.1 Beneficiaries must either qualify for heating bill assistance through LIHEAP ("**Financial Hardship Beneficiaries**"), or turn 65 in the calendar year in which the Keeping the Warmth Funds are provided ("**Senior Citizen Beneficiaries**") and also meet income eligibility requirements as determined by County.

3.2 A Beneficiary must be the named person or full-time resident on the Atmos gas account for which assistance is being requested.

3.3 In no event shall the Keeping the Warmth Funds be used for the personal gain of any employee, officer, or director of Agency, or any family members of the same.

3.4 The maximum amount of Keeping the Warmth Funds to purchase energy savings materials and supplies available to any Beneficiary is Two Hundred Dollars (\$200.00).

3.5 Keeping the Warmth Funds may only be used to purchase Approved Keeping the Warmth Materials.

**3.6** A Beneficiary will not be entitled to receive Keeping the Warmth Funds unless the Beneficiary has executed an information release form granting Atmos the right to share Beneficiary's payment history, account balance and other information with Agency and other parties. The release described above will be in the form attached hereto as **Exhibit "B"** and all original executed copies shall be kept on file at the offices of Agency (see Exhibit B, "**Release**").

**3.7** All information received by Agency from Atmos with respect to a Beneficiary (including, without limitation, payment history, account balance, address and personal information) shall be treated as confidential information and shall not be disclosed to any third party, other than as may be required by law or pursuant to the Release included in this Agreement.

#### **4. Keeping the Warmth Report**

**4.1** Atmos may develop a Web-based program in connection with the Keeping the Warmth Program. In such event, Atmos may require Agency to use the designated website to execute on the Keeping the Warmth Program subject to Agency's applicable policy and procedure.

**4.2** In the event the Web-based program is unavailable for any reason, Agency agrees to complete a Keeping the Warmth Report in the form and content provided by Atmos (the "**Keeping the Warmth Report**") and agreed to by Agency for each month during the term of this Keeping the Warmth Agreement. The Keeping the Warmth Report shall be sent to Atmos no later than the tenth (10th) day of the month following the month for which the report was prepared. Atmos may from time to time amend the form, content and information requested in the Keeping the Warmth Report by providing thirty (30) day advance written notice to Agency during which time the parties may negotiate such mutually agreeable changes. The monthly report is not required during period when Agency does not have Keeping the Warmth Funds available to disburse to Beneficiaries.

#### **5. Keeping the Warmth File**

Agency will maintain a file and record of each and every transfer of Keeping the Warmth Funds. Such file shall contain, without limitation, the following.

**5.1** A copy of all checks evidencing monies received from Atmos or third parties or in conjunction with Keeping the Warmth; and

**5.2** A copy of all back-up documentation (invoices, receipts, etc.) evidencing the application of Keeping the Warmth Funds as set forth in Section 2.

**5.3** A copy of the signed Release form.

**5.4** Any other records deemed necessary by Agency.

#### **6. Right to Audit.**

Atmos and its designated agents, representatives, accountants and attorneys shall have full access, at all reasonable times, to the properties, books and records of Agency related to this Agreement for examination of Agency's administration of Keeping the Warmth Funds and compliance with Section 7 below; provided however, this Section shall not be interpreted as granting Atmos the right to control how Agency determines which Beneficiaries will be entitled to receive Keeping the Warmth Funds (except as expressly provided herein) or how Agency governs its day to day business.

## 7. Compliance with Codes

Agency represents that either:

7.1 It is a state, county, or municipal agency whose authorized functions include providing assistance to qualified individuals according to the criteria developed for this Agreement; or

7.2 it is and shall continue to be during the term of this Agreement an organization described in Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may be amended from time to time (the "Code"), is exempt from federal income taxes under Section 501(a) of the Code, and contributions to Agency are deductible from federal income taxes of the donor, within limits and guidelines of Section 170 of the Code. Agency covenants and agrees that it will take no action or omit to perform any act that will prejudice its status under said provisions of the Code.

Agency will immediately notify Atmos if at any time during the term of this Agreement any of the representations made in this Section cease to be true.

## 8. Non-exclusive Agreement

Agency acknowledges that Atmos may enter into one or more agreements with other charitable organizations, including charitable organizations located within Agency's service area, pursuant to which such organization will be eligible to participate in Keeping the Warmth. If Atmos enters into other agreements within the Travis County service area, data will be maintained to prevent duplication of services to any single client from multiple agencies.

## 9. Term and Termination

The term of this Agreement is for one year beginning on the Effective Date and ending one year thereafter. This Agreement shall automatically renew for successive one year periods. Either Agency or Atmos may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

## 10. Miscellaneous

10.1 **Governing Law.** This Agreement will be governed by the laws of the State of Texas without regard to conflicts of laws principles. It is expressly understood that any lawsuit, litigation or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

10.2 **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power or privilege under this Keeping the Warmth Agreement will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Keeping the Warmth Agreement.



**10.3 Binding Effect; Delegation of Duties Prohibited.** This Keeping the Warmth Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which the Atmos may merge or consolidate or to which all or substantially all of its assets may be transferred. The duties and covenants of the Agency under this Agreement, being personal, may not be delegated.

**10.4 Notices.** Whenever it is provided in this Keeping the Warmth Agreement that any notice, demand, request, consent, approval, declaration or other communication be given to or served upon any of the parties by another, such notice, demand, request, consent, approval, declaration or other communication will be in writing and will be deemed to have been duly given (i) when received if personally delivered, (ii) when transmitted if transmitted by telecopy (except that telecopies transmitted after 5:00 p.m. in the recipient’s time zone will be deemed delivered the next business day), electronic or digital transmission method, (iii) the business day after it is sent, if sent for next business day delivery to a domestic address by a nationally recognized overnight delivery service (i.e. Federal Express) and (iv) three business days after it is sent, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to:

If to the Atmos:                    Atmos Energy  
   Energy Assistance Group  
   1400 West Loop 340  
   Waco, Texas 76712

If to Agency                            Sherri E. Fleming, Executive Manager/or her successor  
   Travis County Health and Human Services and Veterans Service  
   P.O. Box 1748  
   Austin, TX 78767

or at such other address as the intended recipient will from time to time designate by written notice delivered in accordance herewith.

**10.5 Entire Agreement; Amendments.** This Agreement contains the entire agreement between the parties with respect to the Keeping the Warmth Agreement, but does not otherwise impact the Share the Warmth Program (if applicable). This Agreement may not be amended orally, but only by an agreement in writing signed by each of the parties hereto. It is acknowledged by Atmos that no officer, agent, employee or representative of Count other than the Commissioners Court has any authority to sign any document or make any agreement obligating County.

**10.6 Section Headings and Construction.** The headings of Sections in this Keeping the Warmth Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Section” refer to the corresponding Section of this Agreement unless otherwise specified. All words used in this Keeping the Warmth Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms.

**10.7 Severability.** If any provision of this Keeping the Warmth Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Keeping the Warmth Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**10.8 Counterparts.** This Keeping the Warmth Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**10.9 Immunity or Defense.** It is expressly understood and agreed by Agency and Atmos that, neither the execution of this Agreement, nor any conduct of any representative of Agency 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.

**10.10 Independent Contractor.** Atmos and Agency agree that the parties enter into this agreement as independent contractors and that each assumes all of the rights, obligations and liabilities applicable to that party as an independent contractor.

**10.11 Public Purpose.** By execution of this Agreement, Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this agreement constitute a significant public concern impacting members of the indigent population which the County serves, and that services provided under this agreement will further the public purpose of addressing those health and human services issues, problems and needs.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

ATMOS ENERGY CORPORATION  
a Texas and Virginia corporation

TRAVIS COUNTY

By: \_\_\_\_\_  
Randy Beard  
Program Manager

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

**EXHIBIT A**

**List of Approved Keeping the Warmth Materials**

1. Caulking
2. Weather-stripping
3. Sheathing
4. Water heater blankets
5. Clock Thermostats
6. Set-back devices
7. Gas Heating tune-up
8. Insulation
9. Gas heaters

**EXHIBIT B**

**Release of Information**

See attached

Agreement Concerning the Use of Account Information  
And  
Release of Atmos Energy Corporation

Conservation & Energy Efficiency Program

You have requested financial assistance from an agency (an "Agency") that participates in the Conservation & Energy Efficiency program (the "Program") sponsored by Atmos Energy Corporation ("Atmos Energy"). Your eligibility to obtain financial assistance from the Program (the "Keeping the Warmth Funds") is conditioned upon your acceptance of the terms and conditions contained or referenced in this agreement (the "Agreement"). Please read this Agreement carefully.

Sharing of Customer Information

By accepting the terms of this Agreement, you are authorizing Atmos Energy to share your customer information with an Agency to facilitate the pledge of Keeping the Warmth Funds. The customer information that Atmos Energy will share with an Agency may include your current and former name(s), account number, payment history, street address, gas usage, and any other information Atmos Energy may have in its possession. This may include information that you consider confidential or private. All Customer information referred to in the preceding sentence is defined as the "Customer Information." You understand and agree that sharing of such Customer Information with an Agency may make that information subject to release by that Agency according to applicable laws.

Release and Indemnity

**YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD ATMOS ENERGY, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES AND AN AGENCY, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES, HARMLESS FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, FROM CLAIMS RELATING TO OR ARISING UNDER THE PROGRAM OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR CUSTOMER INFORMATION TO AN AGENCY, OR AN AGENCY'S SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR CUSTOMER INFORMATION. THIS RELEASE AND INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE KEEPING THE WARMTH AGREEMENT.**

Limitation of Liability

**NEITHER AN AGENCY NOR ATMOS ENERGY SHALL BE LIABLE TO YOU IN ANY WAY FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ACTUAL, DIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, LOST PROFITS, LOSS OF REVENUE, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT THE PROGRAM OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR CUSTOMER INFORMATION TO AN AGENCY, OR AN AGENCY'S SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR CUSTOMER INFORMATION.**

Reservation of Rights

Atmos Energy and an Agency reserve the right to modify in part or in whole, or temporarily or permanently discontinue the Program for any reason and at anytime with written notice to the other party at least thirty (30) days prior to the effective date of the modification or discontinuation.

Jurisdiction

This Agreement shall be construed in accordance with the laws of the state of Texas. All disputes arising from your use of this Website or under this Agreement, shall be resolved in a court located in Travis County, Texas, without reference to conflict of laws or choice of laws statutes.

ACCEPTED AND AGREED:  
TRAVIS COUNTY

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

25

**Travis County Commissioners Court Agenda Request**

Please consider the following item for: **Tuesday, December 2, 2008**

**Discuss and take appropriate action on proposed membership of the Evaluation Committee for the Central Campus Master Plan study.**

I. A. Request made by: Christian Smith Phone 854-9465

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

II. A. All backup material needs to be attached to the Agenda 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 and send a copy of this Agenda Request and backup to them:

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

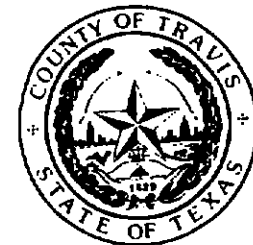
- \_\_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_\_ Transfer of existing funds within or between any budget
- \_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

**AGENDA REQUEST DEADLINES**

All Agenda Requests and supporting materials MUST be submitted to the County Judge's Office in writing by 5:00 PM on Monday for the next week's meeting. Agenda Requests missing this deadline will be considered for the next subsequent Commissioners Court meeting, as will Agenda Items without appropriate back-up material, including a signed budget transfer form.

09/15/19 PM 4:10  
RECEIVED  
COUNTY CLERK'S OFFICE



## Special Assistant to the Commissioners Court

---

314 W. 11th Street  
P.O. Box 1748  
Austin, Texas 78767

November 17, 2008

**To: Members of the Commissioners Court**

**Re: Status of Central Campus Master Plan Study**

I thought it would be helpful to provide you with a brief status report on the Central Campus Master Plan study. The Request for Qualifications (RFQ) was made available through the Purchasing Office on October 31. As of today, a total of 137 firms have opened up the RFQ on the posting site, called "Bidsync". This number of inquiries suggests that our prior research to identify distinguished firms has paid off.

The Purchasing Office leadership team has been ensuring that we follow a rigorous, effective and careful process of solicitation. One of the first steps was to hold a non-compulsory Pre-Proposal Conference in Judge Dietz's Courtroom on Friday, November 14. The purpose was to answer any questions from prospective consultants. A total of 57 individuals were there. The meeting went very smoothly. Indeed, one of the participants came up to me afterward and said "I have been to dozens of these Pre-Proposal conferences and this is best, most well organized one I have ever attended." I thanked her deeply, do not remember which firm she was from, and have to give credit to our Purchasing Office and the managers who helped to develop the RFQ and answer questions.

We will be allowing firms to submit further questions through December 2. Our written answers to all questions will be provided no later than December 9 and the proposals are due on December 15. The Evaluation Team will be reading and scoring these proposals over the holidays. We expect to have a short list of the top firms by January 20 for subsequent interviews by Commissioners Court members and other interested County officials.

I consulted with Judge Biscoe and he thought it would be best for the Court to explicitly approve the membership of the Evaluation Committee, which has been working closely and collaboratively with one another since the Court approved the Scope of Service. As you have been already briefed, this team will be supervised by Cyd Grimes, and its membership is attached. I have personally spoken with Judge John Dietz, Judge Bob Perkins, and Judge Wilford Flowers and none of them have a desire to be on the Evaluation Committee.

I have asked that Judge Biscoe place an item on the agenda for you to approve this membership at your December 2 meeting. I will suggest that it be placed on consent since I am assuming the membership is relatively non-controversial and is already operating well.

A handwritten signature in black ink, appearing to read "Christian R. Smith".

Christian R. Smith

Special Assistant to the Commissioners Court

**CC: Cyd Grimes   Judge Dietz   Judge Shepperd   Judge Perkins   Judge Flowers  
Rodney Rhoades   Evaluation Team members   Executive Managers  
Tenley Aldridge   Marvin Brice   Richard Villareal**

## **Proposed Members of the Central Campus Study Evaluation Committee**

- **Belinda Powell Capital Planning Manager**
- **Roger El Khoury, Facilities Management Director**
- **Leslie Stricklin, Senior Architect**
- **Joe Harlow, Director, Information and Telecommunications Systems**
- **Christian Smith, Special Assistant to the Commissioners Court**



26 ✓

RECEIVED  
COUNTY CLERK'S OFFICE  
**AGENDA REQUEST**

OR NOV 24 PM 3:50

I. Please consider the following item for: Voting Session 12/2/08

A. Request made by: COUNTY ATTORNEY (BW) Phone No. 854-9567

B. Requested Text: APPROVE AUTHORIZATION TO CHANGE THE ANNUALLY DETERMINED CONTRIBUTION RATE PLAN SELECTIONS TO INCREASE BENEFITS OF RETIREES AND MAINTAIN COUNTY CONTRIBUTIONS UNDER TEXAS DISTRICT AND COUNTY RETIREMENT SYSTEM

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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 & Eight copies).

B. Have the agencies affected by this request been invited to attend the Work Session? YES X NO

<u>Rodney Rhoades, Executive Manager PBO</u>	<u>854-9465</u>
<u>Charles Vaughn, Assistant County Auditor</u>	<u>854-9125</u>
<u>Linda Moore Smith, Director, HRMD</u>	<u>854-9165</u>
<u>Barbara Wilson, Assistant County Attorney</u>	<u>854-9415</u>

III. PERSONNEL

\_\_\_\_\_ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

- \_\_\_\_\_ 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 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. 174.557.1

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

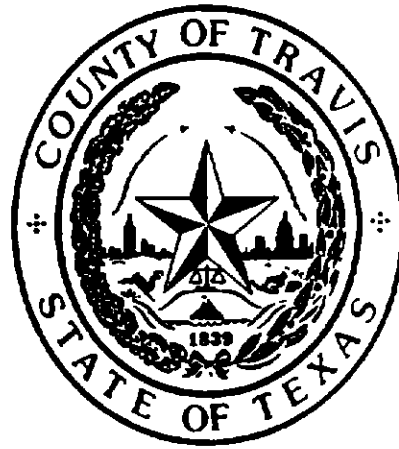
RANDY T. LEAVITT  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup>, STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

STACY WILSON

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

\*CHRISTOPHER GILMORE

SARAH F. CHURCHILL

† Member of the College  
of the State Bar of Texas  
\*Board Certified  
Commercial Real Estate Law  
Texas Board of Legal Specialization

November 16, 2008

Travis County  
Commissioners Court  
P. O. Box 1478  
Austin, Texas 78767

Re: Authorization to change TCDRS plan provisions Plan Year 2009

Dear Judge and Commissioners:

During the recent budget process, the Commissioners Court approved an increase in the annuity payable to the retirees to begin January 1, 2008. In addition, the Commissioners Court indicated its desire to maintain the level of contribution to the Texas County and District Retirement System for employees. To implement this increase and the other changes, TDCRS requires an authorization from Travis County directing TDCRS to implement them. Attached is an authorization that is consistent with the increase and changes approved during the budget process.

Sincerely,

Barbara Wilson  
Assistant County Attorney

Travis County, #326  
Authorization to change TCDRS plan provisions  
Plan year 2009

The following order concerning the participation of Travis County in the Texas County & District Retirement System (TCDRS) for the 2009 plan year was adopted in open session on \_\_\_\_\_, 2008.

1. With respect to the plan provisions currently applicable to its members, Travis County makes the following changes:  
  
There are no changes for members.
2. With respect to annuities paid to its retirees or their beneficiaries, Travis County adopts a flat-rate 3% COLA.
3. Travis County adopts an annually determined contribution rate plan with the following rate for the 2009 plan year: the previously adopted elected rate of 10.71%.
4. Except as modified by this order or by law, the plan provisions previously adopted by this Commissioners Court of Travis County relating to participation in TCDRS remain in effect and are continued.
5. In the event the 2009 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with the retirement system, the Commissioners Court of Travis County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

**Certification**

I certify that the foregoing order concerning the participation of Travis County in the Texas County & District Retirement System for the 2009 plan year truly and accurately reflects the official action taken during a properly posted and noticed meeting on \_\_\_\_\_, 2008, by the Commissioners Court of Travis County as such action is recorded in the official minutes.

\_\_\_\_\_  
County Judge of Travis County

Dated: \_\_\_\_\_

Travis County, #326  
 Rate information for proposed plan provision changes  
 Plan year 2009

	Current Plan	Proposed Plan 1
<b>Plan Provisions:</b>		
Employee deposit rate	7%	7%
Matching rate	225%	225%
Past and future deposits / future deposits*		No Change
Prior service credit	175%	175%
Vesting	8 years	8 years
Rule of	75	75
Eligible at X years and any age	30 years	30 years
COLA**	N/A	Flat-rate 3
Credit for military service	Yes	Yes
Partial lump sum	No	No
Buyback***	N/A	No
<b>Plan Rates:</b>		
1. Normal cost rate	8.10%	8.10%
2. UAAL rate	1.95%	2.19%
3. Total required rate for 2009****	10.05%	10.29%
4. Rate difference between proposed and current plan		0.24%
5. Elected rate	10.71%	10.71%
<b>Plan Assets &amp; Liabilities:</b>		
6. Present value of future benefits	\$ 777,445,608	\$ 782,774,860
7. Present value of future normal cost contributions	\$ 140,684,621	\$ 140,684,621
8. Actuarial accrued liabilities (Line 6 – Line 7)	\$ 636,760,987	\$ 642,090,239
9. Actuarial value of assets	\$ 589,685,059	\$ 589,685,059
10. Unfunded or (overfunded) actuarial accrued liability [UAAL or (OAAL)] (Line 8 – Line 9)	\$ 47,075,928	\$ 52,405,180
11. Funded ratio (Line 9/Line 8)	93%	92%
12. Amortization period	9.5 years	11.1 years

\* The matching rate can never be lowered for employee deposits that have already been made.

\*\* The last COLA adopted was a flat-rate 3% COLA effective 2008.

\*\*\* The last buyback was authorized in 1991.

\*\*\*\* Required rate for 2008: 10.05%.

Please contact TCDRS if you have any questions or for any additional information regarding changing benefit plan options.

Travis County, #326  
 Rate information for proposed plan provision changes  
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**Certification**

I certify that the foregoing order concerning the participation of Travis County in the Texas County & District Retirement System for the 2009 plan year truly and accurately reflects the official action taken during a properly posted and noticed meeting on \_\_\_\_\_, 2008, by the Commissioners Court of Travis County as such action is recorded in the official minutes.

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County Judge of Travis County

Dated: \_\_\_\_\_

VS# 27

RECEIVED  
COUNTY CLERK  
8 NOV 24 PM 2:15

**TRAVIS COUNTY COMMISSIONER'S COURT  
AGENDA REQUEST**

Please consider the following item for Voting Session on: Tuesday, December 2, 2008

I. A. Request made by: Travis County Youth Show Phone No. (512) 215-1050

B. Requested Text:

The Travis County Youth Show (TCYS) respectfully request that the Travis County Commissioners Court make an exception to Section 14, Food and Beverage Catering of the Travis County Exposition Center License Agreement

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

II. A. Is backup material attached \*: Yes  No

\*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Have the agencies affected by this request been invited to attend the work session? Yes \_\_\_ No \_\_\_

\_\_\_\_\_  
Please list those contacted and their phone numbers:

\_\_\_\_\_  
Michael Norton, Facilities (512) 854-4900

III. \_\_\_\_\_ PERSONNEL  
A change in your department's personnel (reclass., etc.).

IV. BUDGET REQUEST:  
If your request involves funding for your department please check:

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

The County Personnel (854-9165) and / or the Budget and Research Office (854-9171) must be notified before submission of this agenda request.

**AGENDA REQUEST DEADLINE**

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



## MEMORANDUM

---

November 24, 2008

**To:** Samuel T. Biscoe, County Judge  
Ron Davis, Commissioner Pct #1  
Sarah Eckhardt, Commissioner Pct #2  
Gerald Daugherty, Commissioner Pct #3  
Margaret Gómez, Commissioner Pct #4

**From:** James Sylvester, Board Member 

**Subject:** Travis County Exposition License Agreement

The Travis County Youth Show (TCYS) respectfully request that the Travis County Commissioners Court make an exception to Section 14, Food and Beverage Catering of the Travis County Exposition Center License Agreement, to allow FFA and 4-H Booster Clubs in Travis County to prepare, cook and serve, at no cost, food and non-alcoholic beverages to the students, parents, and supporters of the Travis County Youth Show, FFA, and 4-H Clubs at the Travis County Exposition Center.

The dates that will be affected by this exception are January 8 – 11, 2009 during the Livestock Show and Youth Fair, and January 17, 2009 during the Youth Fair and Livestock Auction.

The TCYS and its supporters agree not to bring in any food or beverage into the show barn during the livestock show as not to compete with the current licensed caterer. The TCYS and its supporters agree that we will not bring in, condone or support any private catering company to participate in this event except as approved by the Commissioner's Court.

The Travis County Youth Show is a 501 (c) (3) organization.



## **2009 TCYS Schedule**

### ***Thursday, January 8, 2009***

2:00 – 7:00 pm

Youth Fair Check In

**Location**

Exhibit Hall

### ***Friday, January 9, 2009***

8:00 am – 4:00 pm

Livestock Check In & Weigh In  
(Goats, Lambs, Steers, Hogs Arrive)

Livestock Barn

9:00 am

Judging of Youth Fair Projects

Exhibit Hall

10:00 am

Youth Fair Group Project Interviews

Exhibit Hall

4:00 pm

Steer Weigh In

Livestock Barn

4:00 pm

Lamb Classification

Arena B

4:00 – 5:30 pm

Poultry &amp; Rabbit Check In

Arena B

5:30 pm

Poultry Show  
Rabbit Show immediately following check in

Arena B

### ***Saturday, January 10, 2009***

8:00 am

Judge Lambs

Arena B

Immediately following  
judging of lambs

Judge Goats

Arena B

8:00 – 3:00 PM

Youth Fair County Store

Exhibit Hall

3:00 – 7:00 pm

Youth Fair Check Out

Exhibit Hall

5:00 pm

Judge Steers

Livestock Barn

### ***Sunday, January 11, 2009***

9:00 am

Cowboy Church Service

Livestock Barn

10:00 am

Judge Hogs  
Clean up immediately following the Hog Show

Livestock Barn

1:00 – 5:00 pm

Declaration of Sale Items

Livestock Office

### ***Friday, January 16, 2009***

All Day

Show Barn Cleanup &amp; Sale Prep Day

### ***Saturday, January 17, 2009***

10:00 am

Youth Fair &amp; Livestock Auction

Luedecke Rodeo Arena

### ***Sunday, January 18, 2009***

9:00 am

Final Cleanup Day

**TRAVIS COUNTY EXPOSITION CENTER  
LICENSE AGREEMENT**

This License Agreement (this "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and \_\_\_\_\_ whose address is \_\_\_\_\_ ("LICENSEE"), includes the following terms:

1. **Representatives of Parties.** LICENSOR is acting through the duly authorized Director, or his designee, (the "Director") of the Travis County Exposition Center (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind LICENSOR to this Agreement or any modifications thereto. LICENSEE designates \_\_\_\_\_, who is LICENSEE's \_\_\_\_\_, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.

2. **Licensed Space.** Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate(s) \_\_\_\_\_ and no other Gates(s).

3. **Restrictions.** The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.

4. **Purpose.** The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **License Date and Time.** LICENSEE shall have access to the use of the Licensed Space from \_\_\_\_ (a.m./p.m.) until \_\_\_\_ (a.m./p.m.) on \_\_\_\_\_ and from \_\_\_\_ (a.m./p.m.) until \_\_\_\_ (a.m./p.m.) on \_\_\_\_\_. LICENSEE's right of access is subject to satisfactory compliance with the terms of this Agreement.

6. **Fee Terms.**

6.1 **Original Contract Sum and Original Contract Sum Deposit.** LICENSEE agrees to pay LICENSOR at 7311 Decker Lane, in Austin, Travis County, Texas an original contract sum (the "Original Contract Sum") representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in

Exhibit "A." All prices shown on Exhibit "A" have been calculated in accordance with the Travis County Exposition Center Rate Schedule (the "Rate Schedule"), attached hereto as Exhibit "B" and incorporated herein for all purposes. A non-refundable deposit in an amount equal to twenty percent (20 %) of the Original Contract Sum (the "Original Contract Sum Deposit") is due at the time this Agreement is signed by LICENSEE. The balance of the Original Contract Sum is due no later than thirty (30) days prior to commencement of the Event. In the event that LICENSEE cancels the Event for any reason other than breach of this Agreement by LICENSOR or fails to pay the balance of the Original Contract Sum in a timely manner, LICENSOR shall have the right to retain the Original Contract Sum Deposit as liquidated damages, and not as a penalty, for LICENSOR's rental costs.

7. Damages Deposit; Liability for Damages. LICENSOR shall not be obligated to grant LICENSEE access to the Licensed Space until LICENSEE posts with LICENSOR a damage and security deposit (the "Damages Deposit") in accordance with Exhibit "A." The Damages Deposit shall be in an amount equal to twenty percent (20%) of the total Facility Rental Fees, and shall be paid no later than one (1) day prior to commencement of the Event. LICENSOR shall be authorized to retain out of the Damages Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Center premises during or in connection with the Event. If no such damages are sustained, LICENSOR shall refund the Damages Deposit to LICENSEE within thirty (30) days following Event conclusion. If the Damages Deposit is insufficient to cover the total cost of damages, LICENSEE shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, LICENSOR shall calculate the amount of excess damages after that date and shall send LICENSEE an invoice showing such amount, which LICENSEE shall pay within thirty (30) days of receipt.

8. Insurance. LICENSEE, at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit "C", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to LICENSOR not later than TEN (10) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize LICENSOR to cancel this Agreement and to re-license use of the Licensed Space. The Director may accept a copy of a homeowner's insurance policy to substitute for the certificate described in Exhibit "C" if circumstances warrant.

9. Indemnity. Except for any matters over which LICENSOR retains exclusive control during the Event, LICENSEE agrees to and shall indemnify, save and hold LICENSOR and the City of Austin harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Center premises as a result of or for the purpose of attending the Event.

10. Compliance with Laws, Rules and Regulations. LICENSEE and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Travis County and City of Austin laws and ordinances, as well as all rules and regulations provided by LICENSOR to regulate behavior at the Center. LICENSEE and its patrons, customers, guests, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR's discretion, be removed from the Center premises.

11. **Dangerous Wild Animals.** LICENSEE may not possess or permit others to possess a dangerous wild animal on the Center premises unless: (i) LICENSEE is also an Owner (“[a] person who owns, harbors or has custody or control of a dangerous wild animal”); and (ii) at least ten (10) days prior to commencement of the Event, the LICENSEE/Owner has provided LICENSOR with written approval from the City of Austin to possess a dangerous wild animal on the Center premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX. HEALTH & SAFETY CODE.

12. **Licenses and Permits.** Except as otherwise expressly provided herein, LICENSEE shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

13. **Concessions.**

13.1 **Food and Beverage Concessions.** LICENSOR reserves all food and beverage concession rights.

13.2 **Sales of Other Items.** LICENSEE shall have the right to sell such items as programs, novelties and clothing as are approved in advance and in writing by LICENSOR. In no event shall LICENSEE be permitted to sell, or to offer for sale, any food or beverage item.

14. **Food and Beverage Catering.** LICENSOR reserves all food and beverage catering rights. Neither LICENSEE nor any of its patrons or guests shall be allowed to bring food or beverages upon the Center premises except through a qualified caterer expressly approved by LICENSOR in writing and except pursuant to the terms and conditions set forth in the “Special Terms and Conditions” attached hereto as Exhibit “D” and incorporated herein for all purposes. In no event shall LICENSEE’s approved caterer be permitted to bring, offer or serve alcoholic beverages upon the Center premises.

15. **Security.** LICENSEE shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that LICENSOR, in its sole discretion, determines to be necessary, to be paid by LICENSEE in accordance with Exhibit “D”. The parties acknowledge and agree that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE’s guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting LICENSEE’s property or the property of such persons from loss or damage.

16. **Additional Equipment, Services and Fees.** LICENSOR shall provide only the additional equipment and/or services indicated on Exhibit “A.” LICENSOR reserves the right to require the use of any such additional equipment and/or services if and when LICENSOR deems that the safety of the Center and the public require the same. LICENSEE agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit “A”.

17. **Custodial Services.** The Licensed Space shall be clean and orderly at the time LICENSEE is given access thereto. LICENSEE shall pay for custodial services at the rates indicated on the Rate Schedule and in accordance with Exhibit “A”.

18. **Parking Surcharge.** LICENSEE shall pay to LICENSOR one-third (1/3<sup>rd</sup>) of all parking charges, if any, collected by LICENSEE in connection with the Event, which LICENSEE shall pay upon Event conclusion.

27. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

28. Entire Agreement. This Agreement constitutes the entire agreement between LICENSOR and LICENSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

LICENSEE:

Name: \_\_\_\_\_

By: \_\_\_\_\_

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

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

LICENSOR: TRAVIS COUNTY

By: \_\_\_\_\_

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

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

19. **Control of Facility and Right to Enter.** In permitting LICENSEE to use the Licensed Space under the License granted hereunder, it is understood by the parties that LICENSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of LICENSOR may enter the Center premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by LICENSEE.

20. **Defacement of Center.** LICENSEE shall not injure, nor mar, nor in any manner deface the Center premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of LICENSOR, nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Center premises unless the material is used in accordance with its intended use and unless the Director is notified in advance that such material will be brought on the Center premises. Pyrotechnics are prohibited at all times from the Center premises. No exceptions shall be made unless the Travis County Commissioners Court has expressly authorized such exception, in advance and in writing.

21. **Occupancy Interruption.** In the event that LICENSOR, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which LICENSOR has no control, should find it impossible to provide the Licensed Space as contracted herein, LICENSOR may cancel this Agreement and shall refund any prepaid charges to LICENSEE but shall have no other liability to LICENSEE on account of such cancellation.

22. **Evacuation of Facility.** Should it become necessary in the judgment of LICENSOR to evacuate the Center or the Center premises for life safety purposes or for other reasons of public safety, LICENSEE, at the sole discretion of the Director, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another LICENSEE. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Director based on the situation. LICENSEE hereby waives any claim for damages or compensation from LICENSOR as a result of such evacuation.

23. **Relationship of Parties.** It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LICENSOR and LICENSEE. LICENSOR shall exercise no supervision or control over the employees of LICENSEE or others in the service of LICENSEE, and LICENSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

24. **Non-Assignment.** LICENSEE may not transfer or assign this Agreement nor sublease the Licensed Space nor allow use of the Licensed Space other than as herein specified without the express written consent of LICENSOR.

25. **Place of Performance.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

26. **Television Coverage.** LICENSOR reserves the right to televise live coverage of the Event and to subsequently televise re-plays of the Event, either in total or in excerpts, over Travis County Channel 17. LICENSOR may, through its Director, waive part or all of its rights pursuant to this paragraph 26 by written waiver as specified in Exhibit "A."

**Exhibit "A"**

**Travis County Exposition Center - Event Costing Schedule**

Customer:					Date of Event:
Event:					
Item	Details	Unit	Qty	Rate	Amount
<b>Facility Rental Fees</b>	Luedecke Arena - Rental Period is 16 Hours	Day		\$ 3,000.00	\$ -
	Luedecke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -
	Skyline Club - Rental Period is Six Hours	Day		\$ 950.00	\$ -
	Skyline Club for Each Additional Hour	Hour		\$ 100.00	\$ -
	Banquet Hall - Rental Period is Six Hours (8)	Day		\$ 1,800.00	\$ -
	Banquet Hall for Each Additional Hour	Hour		\$ 100.00	\$ -
	Show Barn - Rental Period is 12 Hours	Day		\$ 900.00	\$ -
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -
	Outside Show Barn Arena	Day		\$ 200.00	\$ -
	All Grounds - Non-Concert Event	Day		\$ 1,000.00	\$ -
	Part of the Grounds- Non-Concert Event	Day		\$ 500.00	\$ -
	Grounds - Concert Event	Day		\$ 2,000.00	\$ -
	Dressing Room	Day		\$ 100.00	\$ -
	Other	Day		\$ -	\$ -
<b>Total Facility Rental Fees</b>					\$ -
<b>Equipment Rental Fees</b>	Tables	Each		\$ 3.00	\$ -
	Chairs	Each		\$ 0.50	\$ -
	Portable Bleachers	Each		\$ 20.00	\$ -
	Stalls	Each		\$ 15.00	\$ -
	Pens	Each		\$ 2.00	\$ -
	Cattle Ties	Each		\$ 2.00	\$ -
	50 stalls free if total stalls >100	Each		\$ 15.00	\$ -
	Other	Each		\$ -	\$ -
<b>Total Equipment Rental Fees</b>					\$ -
<b>Custodial Fees</b>	Luedecke Arena	Event		\$ 603.25	\$ -
	Skyline Club	Event		\$ 201.25	\$ -
	Luedecke Arena Including Skyline	Event		\$ 776.25	\$ -
	Banquet Hall	Event		\$ 201.25	\$ -
	Grounds	Event		\$ 258.75	\$ -
	Show Barn - Live Stock One-Day Event	Event		\$ 920.00	\$ -
	Show Barn - Live Stock Two-Day Event	Event		\$ 1,029.25	\$ -
	Show Barn - Live Stock Three-Day Event	Event		\$ 1,138.50	\$ -
	Show Barn - Any Other Event	Event		\$ 200.00	\$ -
	Custodial Services During Event	Hour	98	\$ 25.00	\$ 2450.00
	Other	Event		\$ -	\$ -
<b>Total Custodial Fees</b>					\$ -
<b>Other Fees</b>	HVAC - Luedecke Arena Minimum 8 Hours	Hour		\$ 125.00	\$ -
	Forklift - with Driver	Hour		\$ 35.00	\$ -
	Moving and Placing Dirt	Hour		\$ 100.00	\$ -
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -
	Water Connection	Each		\$ 30.00	\$ -
	Other	Each		\$ -	\$ -
	<b>Total Other Fees</b>				
<b>ORIGINAL CONTRACT SUM</b>					\$15,945-
<b>DEPOSIT</b>	Non-Refundable = Percent of Original Contract Sum	1		20%	\$3,189-
<b>BALANCE</b>	To Be Adjusted for Additional Services, If Applicable			80%	
<b>DAMAGES DEPOSIT</b>	Refundable = Percent of Facility Rental Fees			20%	
<b>PARKING SURCHARGE</b>	One-Third of Parking Fees Collected by Licensee	4			

Due Dates:  
 1 = Due at the Time the License Agreement is Signed by Licensee  
 2 = Due 30 Days Prior to Commencement of Event  
 3 = Due One Day Prior to Commencement of Event  
 4 = Due upon Event Conclusion

**Exhibit "B"**  
**RATE SCHEDULE**

<b>A</b>	<b>Luedecke Arena</b>
	<b>Facility Rental Fees:</b>
1	\$3,000 per day (8:00 AM – 12:00 midnight)
2	\$100 per each additional hour after midnight
3	Dressing Room: \$100 per day
	<b>Facility Equipment/Services Charges:</b>
4	HVAC: \$125 per hour with 8-hour minimum
5	Damages Deposit: \$600
<b>B</b>	<b>Show Barn</b>
	<b>Facility Rental Fees:</b>
1	\$900 per day – Rental Period is 12 hours maximum
2	\$50 for each additional hour
3	Outside Show Barn Arena: \$200 per day (includes indoor warm-up arena)
	<b>Facility Equipment/Services Charges:</b>
4	Stalls: \$15 per stall, per night (50 stalls free of charge if more than 100 stalls are rented)
5	Pens: \$2.00 per head per day
6	Cattle ties: \$2.00 per head per day
7	Damages Deposit: \$180
<b>C</b>	<b>Skyline Club (250 Maximum Occupancy)</b>
	<b>Facility Rental Fees:</b>
1	\$950 per day – Rental Period is 6 hours maximum
2	\$100 for each additional hour
	<b>Facility Equipment/Services Charges:</b>
3	Chairs and tables included in base price
4	Damages Deposit: \$190
<b>D</b>	<b>Banquet Hall (1,000 Maximum Occupancy)</b>
	<b>Facility Rental Fees:</b>
1	\$1,800 per day – Rental Period is 6 hours maximum
2	\$100 for each additional hour
	<b>Facility Equipment/Services Charges:</b>
3	Tables: \$3 each, per day
4	Chairs: \$.50 each, per day
5	Damages Deposit: \$360
<b>E</b>	<b>Grounds</b>
1	\$1,000 per day for all grounds (Non-Concert Events)
2	\$500 per day for part of the grounds (Non-Concert Events)
3	Concert Events: \$2,000 per day



<b>F</b>	<b>Additional Equipment</b>
1	Tables: \$3 each, per day
2	Chairs: \$.50 each, per day
3	Portable bleachers: \$20 each, per day
<b>G</b>	<b>Additional Services</b>
1	Forklift: \$35 per hour with driver (one-hour minimum)
2	Electrical Hook-Ups: \$20 per 110-V duplex outlet (one-time charge); \$25 per 220-V duplex outlet (one-time charge)
3	Water: \$30 per connection (one-time charge)
5	Dirt work: \$100 per hour
6	RV parking without hook-ups: \$20 per night
7	RV parking with hook-ups: \$35 per night
7	Parking Surcharge: one-third of parking charges collected by Licensee
<b>H</b>	<b>Custodial Fees</b>
1	Luedecke Arena Custodial Fees: \$603.25
2	Luedecke Arena (Including Skyline Club) Custodial Fees: \$776.25
3	Skyline Club Custodial Fees: \$201.25
4	Banquet Hall Custodial Fees: \$201.25
5	Grounds Custodial Fees: \$258.75
6	Show Barn Custodial Fees:
6.1	– Horse shows and Live Stock events:
	6.1.1 – One-Day Event: \$920.00
	6.1.2 – Two-Day Event: \$1,029.25
	6.1.3 – Three-Day Event: \$1,138.50
6.2	– Any other events:
	6.2.1 – \$200 per day
7	Other Custodial Services: \$25 per hour

## Exhibit "C"

### INSURANCE COVERAGE REQUIREMENTS

#### 11.1 LICENSEE LIABILITY INSURANCE

The License Agreement specifies those activities that may be permitted upon the Exposition Center premises. Depending on those activities, insurance protection may be required as outlined below. The type and amount of insurance required is shown below. Any questions concerning this insurance requirement should be directed to Travis County Risk Manager, 512-854-9499.

11.1.1 If insurance is required, Licensee shall purchase and maintain such insurance, and shall likewise ensure that all of his Sub-Licensees purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from Licensee's operations under the License, whether such operations be by himself, by any Sub-Licensee, or by anyone directly or indirectly employed by anyone for whose acts any of them may be liable. If required by the License to provide liability insurance it shall be primary and the following shall be included in each policy's coverage:

1. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment or failure to offer employment, of such person by Licensee, or (2) by any other person;
2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
3. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any amusement ride or motorized vehicle for which admission or ticket purchase is required, or which is part of an organized event.

**If Licensee or Sub-Licensee offers any type of alcoholic beverage on a complimentary or for-charge basis, the following endorsement is required:**

4. Claims for damages because of liquor liability where Licensee or Sub-Licensee sells, provides as part of an organized event or allows consumption of alcoholic beverages in the Licensed Space. **If alcohol is to be sold by concessionaire only, this section may be waived and the License shall be considered as "no alcohol" for purposes of insurance requirements.**

5. Independent Licensees Contingent Liability
6. Personal Injury Liability including claims related to employment
7. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion
8. Liquor Liability Endorsement
9. Amusement Ride Endorsement

11.1.2 The insurance required by subparagraph 11.1.1 shall include Lease Liability insurance applicable to Licensee's obligations under the License Agreement.

11.1.3 Licensee shall not occupy the Licensed Space until Licensee has obtained all the insurance required hereunder and certificates of such insurance have been filed with Licensor at least ten (10) business days prior to commencement of the Event and Licensor has reviewed such certificates. Acceptance of the insurance certificates by Licensor shall not relieve or decrease the liability of Licensee. Licensee shall not change or modify the insurance coverage without prior notice to Licensor.

11.1.4 Licensor shall be named as an additional insured on the policies.

## 11.2 LICENSES REQUIRING INSURANCE

11.2.1 Unless otherwise provided in the License Agreement, Licensee shall provide and maintain, until the License expires or is terminated, the minimum insurance coverages in the following schedule. The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.

1. Workers Compensation compliant with statutory requirements. Employer Liability for bodily injury or disease in the amount of \$250,000 per occurrence with \$500,000 aggregate limits. **(Required only if Licensee retains employees).**

2. Commercial General Liability Insurance

Minimum Limits:

Leased Facility	Type Of Insurance	Per Occurrence	
Banquet Hall	Commercial General/Public Liability	\$1,000,000	
Skyline Club	Commercial General/Public Liability	1,000,000	
Arena and Skyline Club	Commercial General/Public Liability	1,000,000	
Arena (Vehicles Allowed)***	General and Auto Liability (see below)	1,000,000	
Show Barn (Vehicles Allowed)***	General and Auto Liability (see below)	1,000,000	
Outside Events	General Liability Insurance (see below)	1,000,000	

Outside Events (Amusement Rides)	General Liability Insurance (see below)	10,000,000	
----------------------------------	---	------------	--

**\*\*\* Proof of Auto Liability must be presented at time of licensed Event**

Providing the above insurance does not release or limit Licensee from financial responsibility for bodily injury or property damage caused by the negligent acts of Licensee, Licensee's employees, volunteers or Sub-Licensees.

## **Exhibit "D"**

### **Special Terms and Conditions**

#### **1. CONCESSIONS; FOOD & BEVERAGE CATERING:**

(a) All food and beverage concessions are provided by G & M Catering. G & M Catering also offers catering services in designated areas of the Center, and will provide such services if requested by Licensee in advance. To discuss and schedule food and beverage catering provided by G & M, please contact:

**G & M Catering**  
Phone: 512-929-8305  
Fax: 512-929-8307  
Website: [www.gmcatering.com](http://www.gmcatering.com)  
Email:  
[dawn@gmcatering.com](mailto:dawn@gmcatering.com) OR  
[brooke@gmcatering.com](mailto:brooke@gmcatering.com)

(b) LICENSEE is permitted to hire outside caterers only as provided in Section 14 of this Agreement. Such permission may be granted only by the Director, in writing, and shall be subject to the terms and conditions set forth below:

[set forth terms and conditions of outside catering activity here]

#### **2. SECURITY**

Licensee shall hire security personnel in accordance with Section 15 of this Agreement. The number and schedule of security officers must be approved by the Expo Center Director, or authorized County representative, prior to commencement of the Event. To schedule security, please contact:

**Detective Danny Hinkle**  
Phone: 512-854-7271  
Fax: 512-854-4997  
Email: [danny.hinkle@co.travis.tx.us](mailto:danny.hinkle@co.travis.tx.us)

#### **3. CONDITIONS**

# Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 2, 2008

I. A. Requestor: JUDGE BISCOE Phone # 854-9555

B. Specific Agenda Wording:

RATIFY APPROVAL OF THE FISCAL YEAR 2008 ASSET FORFEITURE REPORT AS REQUIRED BY CHAPTER 59.06 OF THE CODE OF CRIMINAL PROCEDURE AND THE EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FEDERAL FORFEITURE PROCEEDS FOR THE TRAVIS COUNTY SHERIFF'S OFFICE, WHICH WAS DELIVERED TO THE COUNTY JUDGE ON NOVEMBER 26, 2008

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.

FY 2008  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY

Agency Name: Travis County Sheriff's Office Reporting Period: 10/1/07 to 9/30/08  
Agency Mailing Address: P.O. Box 1748  
Austin, TX 78767  
Phone Number: 512-854-9770  
County: Travis

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NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds.....\$ 18,646

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

B) Seized Funds.....\$ \_\_\_\_\_

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency.....\$ \_\_\_\_\_

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest).....\$ \_\_\_\_\_

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants.....\$ \_\_\_\_\_

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

<b>Please note -this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.</b>	Seized	Forfeited to Agency	Put into use by Agency
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	4		
2) REAL PROPERTY (Count each parcel seized as one item)			
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)			
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)			
5) Other Property: Description:			
Other Property: Description:			
Other Property: Description:			

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5).....\$ 14,080

**INSTRUCTIONS:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency  
**INSTRUCTIONS;** Enter the total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount).....\$ 28,016

B. Vehicles.- (should be a number not a currency amount).....\$ \_\_\_\_\_

C. Other - (should be a number not a currency amount).....\$ \_\_\_\_\_

V. Interest Earned on Forfeited Funds During Reporting Period.....\$ 755

**INSTRUCTIONS:** Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.



VI. Expenditures

**INSTRUCTIONS:** List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries..... \$ \_\_\_\_\_

Overtime..... \$ \_\_\_\_\_

Equipment (includes vehicles, computers & software, maintenance costs, etc.)..... \$ 239

Supplies (includes cellular air time, miscellaneous commodities)..... \$ \_\_\_\_\_

Travel..... \$ 21,607

Training..... \$ 8,614

Paid to or Shared with Cooperating Agency..... \$ \_\_\_\_\_

Confidential Informant Payments..... \$ \_\_\_\_\_

Prevention / Treatment Programs..... \$ \_\_\_\_\_

Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)..... \$ \_\_\_\_\_

Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.).. \$ \_\_\_\_\_

Other: (attach additional sheets if necessary)  
 Description: Purchased Services    \$1,925  
Other Total..... \$ 1,925

**TOTAL EXPENDITURES:** ..... \$ 32,385

**CERTIFICATION**

COUNTY JUDGE, MAYOR OR OTHER  
APPOPRIATE HEAD OF GOVERNING  
BODY OR DESIGNEE:

TITLE:

SIGNATURE:

DATE:

\_\_\_\_\_  
*Travis County Judge*  
*Samuel T. Biscoe*  
 \_\_\_\_\_  
*11.26.08*  
 \_\_\_\_\_

**RETURN COMPLETED FORM TO:**

renee.gray@oag.state.tx.us  
(512)305-8882

Office of the Attorney General  
 Criminal Law Enforcement Division, ATTN: Kent Richardson  
 P.O. Box 12548  
 Austin, TX 78711-2548  
Kent.richardson@oag.state.tx.us  
 (512)936-1348  
 FAX (512)494-8283



# Equitable Sharing Agreement and Certification



OMB Number 1123-0011  
Expires 7-31-2011

- Police Department 
  Sheriff's Office 
  Task Force (Complete Table A, page 2)  
 District Attorney 
  Other (specify) \_\_\_\_\_

**Agency Name:** TRAVIS COUNTY SHERIFF  
**NCIC/ORI/Tracking Number:** TX2270000  
**Street Address:** 5555 AIRPORT  
**City:** AUSTIN, TX **State:** \_\_\_\_\_ **Zip:** 78751  
**Contact Name:** SCOTT BURROUGHS, MAJOR  
**Contact Phone:** 512-854-9759 **Contact Fax:** 512-854-9722  
**Contact e-mail:** scott.burroughs@co.travis.tx.us

- New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)  
 **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)  
 **Change in Administration:** Changes to the Agency head and/or Governing Body head. Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5).  
 **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

## Annual Certification Report

Summary of Equitable Sharing Activity  
Fiscal Year End (mm/dd/yyyy) 09/30/2008

		Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$25,691.07	\$0.00
2	Federal Sharing Funds Received	\$5,418.70	\$7,955.25
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income		
5	Interest Income Accrued ( <input type="checkbox"/> check if non-interest-bearing account)	\$274.75	\$7.93
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$31,384.52	\$7,963.18
7	Federal Sharing Funds Spent (total of lines a - n below)	\$12,791.16	\$0.00
8	Ending Balance (subtract line 7 from line 6)	\$18,593.36	\$7,963.18

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Summary of Shared Monies Spent		Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year, employees		
b	Total spent on overtime		
c	Total spent on informant and "buy money"		
d	Total spent on travel and training	\$5,074.72	
e	Total spent on communications and computers		
f	Total spent on firearms and weapons		
g	Total spent on body armor and protective gear	\$7,341.44	
h	Total spent on electronic surveillance equipment		
i	Total spent on building and improvements		
j	Total spent on other law enforcement expenses (complete Table C, page 3)	\$375.00	
k	Total transfers to other state and local law enforcement agencies (complete Table D, page 3)		
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 3)		
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
n	Total spent on matching grants (complete Table G, page 3)		
<b>Total</b>		\$12,791.16	\$0.00

**Miscellaneous Data**

o	Agency's budget for current fiscal year	\$124,285,267.00
p	Jurisdiction's budget for current fiscal year	\$450,892,453.00
q	Appraised Value of Other Assets Received	

**Table A: Members of Task Force**

Agency Name	Address

**Table B: Equitable Sharing Funds Received from other Agencies**

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

**Table C: Other Law Enforcement Expenses**

Description of Expense	Justice Funds	Treasury Funds
Saddle Blankets/Mounted Patrol	\$375.00	

**Table D: Equitable Sharing Funds Transferred to Other Agencies**

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

**Table E: 15% Expenditures in Support of Community-based Programs**

Recipient	Justice Funds	Treasury Funds

**Table F: 25% Windfall Transfers to Other Government Agencies**

Recipient	Justice Funds	Treasury Funds

**Table G: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table H: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged				Status
Peggy Manion v Travis County SO A-O-CA-797-LY, USDC WD	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender	<input type="radio"/> Settled <input checked="" type="radio"/> Pending
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input checked="" type="checkbox"/> Other	Hostile Work	

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

**2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

**4. Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides*, depending on the source of the funds/property.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

# Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.

**During the past fiscal year, has the Agency been part of any proceedings alleging discrimination by the Agency?  Yes  No**

**If you answered yes, complete Table H. Please disclose (1) all proceedings pending before any court or administrative agency, (2) any nondiscrimination laws the Agency has been found in violation of, and (3) any settlement agreements the Agency has entered into during the last fiscal year.**

**Agency Head**

Signature: *Greg Hamilton*  
Name: Greg Hamilton  
Title: Sheriff  
Date: 11/26/08

**Governing Body Head**

Signature: *Samuel T. Biscoe*  
Name: Samuel T. Biscoe  
Title: County Judge  
Date: 11-26-08

**Final Instructions:**

**Step 1: Save this file using the two buttons below and e-mail the saved XML file as an attachment to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov).**

**Step 2: Fax a signed copy of THIS PAGE ONLY to (202) 616-1344.**

**Note: The Agency will not be in compliance until the e-mail and the fax of this page are received.**

FOR AGENCY USE ONLY

Entered by \_\_\_\_\_

Entered on \_\_\_\_\_

FY 09/30/2008 NCIC TX2270000 STATE \_\_\_\_\_

AGENCY NAME TRAVIS COUNTY SHERIFF



### Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 2, 2008

I. A. Requestor: JUDGE BISCOE Phone # 854-9555

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES TO TEXPOOL FOR THE TRAVIS COUNTY TAX ASSESSOR COLLECTOR'S OFFICE

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.



# RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Travis County Tax Office Location #78311

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name	<u>Nelda Welis Spears</u>	Title	<u>Tax Assessor-Collector</u>
Signature	<u><i>Nelda Welis Spears</i></u>	Phone Number	<u>(512) 854-9005</u>

ORIGINALS REQUIRED

TEX - REP



2. Name Dusty Knight Title Chief Deputy  
 Signature *Dusty Knight* Phone Number (512) 854-9702

3. Name Renea Deckard Title Associate Deputy  
 Signature *Renea Deckard* Phone Number (512) 854-9632

4. Name Karen Doane Title Accountant Senior  
 Signature *Karen Doane* Phone Number (512) 854-4201

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Renea Deckard  
 Email Renea.Deckard@co.travis.tx.us Fax Number (512) 854-9235

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name \_\_\_\_\_ Title \_\_\_\_\_

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_.

NAME OF PARTICIPANT: Travis County Tax Office

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

*Judge  
Biscoe*

*COUNTY  
CLERK*

**This document supersedes all prior Authorized Representative designations.**

ORIGINALS REQUIRED

TEX – REP

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: December 2, 2008

A. Request made by: Stephen H. Capelle, Asst. County Atty  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

RECEIVED  
 COUNTY JUDGE'S OFFICE  
 08 NOV 25 PM 4:17

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.

#33

**Travis County Commissioners Court Agenda Request**

Voting Session 12/02/08  
(Date)

Working Session 12/02/08  
(Date)

I. A. Request made by: **COUNTY ATTORNEY (ANNALYNN COX)** Phone # **854-4234**

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

B. Requested Text:

**RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE CONTESTED CASE HEARING ON THE PENDING APPLICATION FOR THE PROPOSED SOLID WASTE AMENDMENT TO EXPAND OF WASTE MANAGEMENT OF TEXAS LANDEILL LOCATED ON GILES ROAD NEAR SH 290 EAST; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE ANN. § 551.071(1).**

C. 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 for 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.

**Joe Gieselman – Transportation and Natural Resources**  
**Jon White – Transportation and Natural Resources**

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**

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

**County Attorney's Office (854-9415)**

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

08 NOV 25 AM 10:22

**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.

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, December 2, 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 18, 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.

PUBLIC HEARINGS

- 1. 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) (ACTION ITEM #19) (9:17 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 19 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	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
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).

**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	absent
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; Maurice Priest, Travis County Resident; Jennifer Gale, Travis County Resident; Willie Madison, Chief Deputy, Constable Precinct 1; Judge Richard Scott, Justice of the Peace Precinct 1; Sergeant Dedric Knox, Constable Precinct 1; Danny Thomas, Constable Elect Precinct One; Deputy Tonya Nixon, Constable Precinct 1; Luke Mercer, Constable Precinct One; and Karen Rennick, Founder, VoteRescue. (9:18 AM)

**Clerk's Note:** During Citizens Communication the Court unanimously approved a Resolution honoring Luke Mercer, Constable Precinct One on his retirement.

**CONSENT ITEMS**

**Motion by** Commissioner Gómez **and seconded by** Judge Biscoe to approve the following Consent Items: C1-C4 and Items 5, 6, 8, 10, 11, 12, 13.A&B, 15, 16, 17, 18, 19, 21, 22, 23, 24, 26, 31, 32.A-D, 33, and 34. (10:06 AM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
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 VOTING SESSIONS OF OCTOBER 28 AND NOVEMBER 4, 2008.
- C3. 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 SUBDIVISION. (COMMISSIONER ECKHARDT)

**CONSENT ITEMS CONTINUED**

- C4. APPROVE SETTING A PUBLIC HEARING DATE ON DECEMBER 9, 2008 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A SEVEN AND A HALF-FOOT PUBLIC UTILITY EASEMENT LOCATED ALONG REAR LOT LINE OF LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8 SUBDIVISION. (COMMISSIONER DAUGHERTY)

**SPECIAL ITEMS**

- 2. CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER PROHIBITING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:51 AM)

**Members of the Court heard from:** Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services.

**Motion by** Judge Biscoe **and seconded by** Commissioner Eckhardt that we follow Staff's recommendation and renew the ban against outdoor burning.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

RESOLUTIONS AND PROCLAMATIONS

- 3. APPROVE PROCLAMATION REGARDING AUSTIN ADOPTION DAY TO BE HELD NOVEMBER 20, 2008 AT GARDNER-BETTS JUVENILE JUSTICE CENTER. (COMMISSIONER GÓMEZ) (9:52 AM)

**Members of the Court heard from:** The Honorable Andrew Hathcock, Associate Judge; and Denise Hyde, Chair, Adoption Day Committee, Travis County Bar.

**Motion by** Commissioner Gómez **and seconded by** Judge Biscoe to approve the Proclamation in Item 3.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 4. APPROVE RESOLUTION RECOGNIZING NOVEMBER 15 THROUGH 21, 2008 AS "NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK" IN TRAVIS COUNTY. (JUDGE BISCOE) (9:59 AM)

**Members of the Court heard from:** Rick Rivera, Co-Vice Chairman, Ending Community Homelessness (ECHO).

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve the Resolution in Item 4.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



**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 \$416,144.12 FOR THE PERIOD OF OCTOBER 31 TO NOVEMBER 6, 2008. (10:06 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.

- 6. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (10:06 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. 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. (11:05 AM)

**Members of the Court heard from:** Steven Broberg, Director, Records Management and Communication Resources (RMCR); John Hille, Assistant County Attorney; and Jim Lewis, Communications Director, Texas Association of Counties (TAC).

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 7.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 8. 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. (10:06 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 REGARDING THE USE OF EXISTING COUNTY WAREHOUSE FURNITURE FOR USE AT TRAVIS COUNTY COMMUNITY JUSTICE CENTER (STATE JAIL). (JUDGE BISCOE) (11:16 AM)

**Members of the Court heard from:** Kimberly Pierce, Planning Manager, Criminal Justice Planning (CJP); and Cyd Grimes, Travis County Purchasing Agent.

**Motion by Judge Biscoe and seconded by** Commissioner Gómez to approve Item 9.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**PURCHASING OFFICE ITEMS**

- 10. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. IL050005LC FOR THE PROVISION OF INTERNET CONNECTION SERVICES (THEnet) WITH UNIVERSITY OF TEXAS AT AUSTIN. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS) (10:06 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. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. PS070094DG, LOOMIS PARTNERS, FOR ADDITIONAL PROFESSIONAL SURVEYING SERVICES FOR THE RUSK BUILDING AND TWELVE-MONTH EXTENSION. (FACILITIES MANAGEMENT) (10:06 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.

- 12. APPROVE TERMINATION OF CONTRACT NO. 06T00090DR, WILSON CULVERTS INC., FOR CULVERT PIPES. (TRANSPORTATION AND NATURAL RESOURCES) (10:06 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 ACTIONS RELATED TO PROPERTY AND BOILER/MACHINERY INSURANCE: (10:06 AM)
  - A. APPROVE OR REJECT PURCHASE OF TERRORISM INSURANCE COVERAGE; AND
  - B. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 4) TO CONTRACT NO. 07T00007OJ, KEY & PISKURAN INSURANCE, FOR THE PROPERTY AND BOILER/MACHINERY INSURANCE TRAVIS COUNTY. (HUMAN RESOURCES MANAGEMENT DEPARTMENT)

**Clerk's Note:** The County Judge noted that on Item 13.A the Court rejects the purchase of coverage for acts of terrorism.

**Clerk's Note:** Items 13.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 14. APPROVE ISSUANCE OF A PURCHASE ORDER TO CONTRACT NO. PS000307JJ, BUYOUT CONTRACT, JEFFREY S. WARD AND ASSOCIATES. (TRANSPORTATION AND NATURAL RESOURCES) (11:00 AM)

**Members of the Court heard from:** Joe Gieselman, Executive Manager, TNR; Melinda Mallia, Environmental Project Manager, TNR; Cyd Grimes, Travis County Purchasing Agent.

**Motion by** Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 14.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

15. APPROVE MODIFICATION NO. 2, AN ASSIGNMENT OF CONTRACT, TO CONTRACT NO. PS060067LP, TITLE SERVICES, STEWART TITLE AUSTIN, INC. (TRANSPORTATION AND NATURAL RESOURCES) (10:06 AM)

**Clerk's Note:** Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. APPROVE MODIFICATION NO. 2, AN ASSIGNMENT OF CONTRACT, TO CONTRACT NO. PS060068LP, TITLE SERVICES, LANDAMERICA COMMONWEALTH TITLE COMPANY. (TRANSPORTATION AND NATURAL RESOURCES) (10:06 AM)

**Clerk's Note:** Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 07AE0163RV FOR ARCHITECTURE AND ENGINEERING SERVICES FOR SMOKE DETECTION AND CONTROL LOGIC TO SMOKE EVACUATION SYSTEM AT THE TRAVIS COUNTY JAIL, TO PROFESSIONAL SYSTEMS ENGINEERING, LLC. (SHERIFF'S OFFICE) (10:06 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 PRE-QUALIFIED LIST OF PROFESSIONAL ARCHITECTURAL AND ENGINEERING FIRMS AND ASSOCIATED PROCEDURES FOR UTILIZATION FOR SMALL PROJECTS IN TRAVIS COUNTY, RFQ NO. Q080290LP. (TRANSPORTATION AND NATURAL RESOURCES) (10:06 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.

**TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS**

- 19. CONSIDER AND TAKE APPROPRIATE ACTION 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) (10:09 AM)

**Clerk's Note:** Item 19 is the action item for the public hearing on Agenda Item 1.

**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. 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 TEN-FOOT VERTICAL EXPANSION AND WATER QUALITY IMPROVEMENTS TO THE IESI LANDFILL SITE AT 9600 FM 812. (11:03 AM)

**Motion by** Commissioner Gómez **and seconded by** Commissioner Daugherty to approve Item 20.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 21. RECEIVE NOTIFICATION OF SATISFACTORY CONSTRUCTION OF THE PRIVATE STREETS FOR BELVEDERE PHASE IV SUBDIVISION. (COMMISSIONER DAUGHERTY) (10:06 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. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A VARIANCE 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 THREE. (COMMISSIONER DAUGHERTY) (10:06 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.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON A FINAL PLAT FOR RECORDING IN PRECINCT FOUR: BUTTROSS FARMS SUBDIVISION (9 TOTAL LOTS). (COMMISSIONER GÓMEZ) (10:08 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. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR HORNSBY GLEN SUBDIVISION, PHASE ONE IN PRECINCT ONE. (10:06 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. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:  
(10:09 AM)

- A. REQUEST TO AUTHORIZE THE FILING OF INSTRUMENTS TO REJECT THE DEDICATION AND QUITCLAIM DEED TWO PORTIONS OF RIGHT OF WAY, ONE BEING A PORTION OF UNNAMED 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; AND
- B. VACATE TWO TWENTY-FOOT UNSPECIFIED EASEMENTS, BOTH BEING WITHIN THE RESUBDIVISION OF TRACTS 5, 6, 8 AND 9 LAKEHURST SUBDIVISION. (COMMISSIONER DAUGHERTY)

**Clerk’s Note:** Items 25.A&B are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Anna Bowlin, Program Manager, Planning and Engineering, TNR; Mike Rickter, Travis County Resident; Pix Howell, Concept Development Planning, representing Toll Brothers; and Christopher Gilmore, Assistant County Attorney.

**Motion by Judge Biscoe and seconded by** Commissioner Gómez to approve the request to vacate these two easements; direct Staff to make the plan regarding street and drainage, and other infrastructure for the project, available to Mr. Rickter and other residents immediately after receipt by the County; and that the plan be brought to the Commissioners Court for review and appropriate action prior to final approval.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk’s Note:** The County Judge noted that by approving the Motion the Court approves both Items 25.A&B.

26. 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 TWO. (COMMISSIONER ECKHARDT) (10:06 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.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

- 27. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RELEASE A REQUEST FOR SERVICES FOR WORKFORCE DEVELOPMENT SERVICES. (1:40 PM)

**Members of the Court heard from:** Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Lawrence Lyman, Social Services Program Administrator, Workforce Development, TCHHS&VS; and Cyd Grimes, Travis County Purchasing Agent.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Staff recommendations as described in the submitted documentation.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 28. CONSIDER AND TAKE APPROPRIATE ACTION ON OPTIONS FOR INVESTMENT OF \$450,000 OF NEW SOCIAL SERVICES FUNDING AVAILABLE FOR FISCAL YEAR 2009. (1:56 PM)

**Members of the Court heard from:** Sherri Fleming, Executive Manager, TCHHS&VS.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we proceed with this, chat with community stakeholders and residents, receive their input, evaluate it, and next time we see you there will be a specific product that you are recommending.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



29. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ASSISTANCE FROM FOUNDATION COMMUNITIES FOR THE OPERATION OF TAX PREPARATION ASSISTANCE PROGRAM DURING THE 2009 TAX SEASON TO PROVIDE FREE INCOME TAX FILING ASSISTANCE TO ELIGIBLE RESIDENTS, INCLUDING: (2:00 PM)
- A. LICENSE AGREEMENT FOR THE PROVISION OF SPACE AT THE TRAVIS COUNTY SOUTH RURAL COMMUNITY CENTER IN DEL VALLE FOR THE PROGRAM;
  - B. IN-KIND SUPPORT IN THE FORM OF PRINTING BROCHURES, FLIERS, FORMS AND OTHER PROMOTIONAL MATERIALS; AND
  - C. IN-KIND SUPPORT IN THE FORM OF DEAF INTERPRETERS SERVICES.

**Clerk's Note:** Items 29.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Sherri Fleming, Executive Manager, TCHHS&VS.

**Motion by** Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Items 29.A-C.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

30. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS RELATED TO THE PROGRAM YEAR 2007 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (2:05 PM)

- A. SUMMARY OF THE ANNUAL PERFORMANCE REPORT;
- B. NOTIFICATION OF THE EXTENSION OF THE COMMENT PERIOD UNTIL DECEMBER 12, 2008;
- C. DRAFT OF THE PROGRAM YEAR 2007 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR PUBLIC COMMENT; AND
- D. OTHER RELATED ISSUES.

**Clerk's Note:** Items 30.A-D are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS); and Sherri Fleming, Executive Manager, TCHHS&VS.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve the summary annual report; approve making this draft available for public comment beginning tomorrow; and approval of Item 30.B is part of the Motion.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 30.D not needed.

**PLANNING AND BUDGET DEPT. ITEMS**

31. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (10:06 AM)

**Clerk's Note:** Item 31 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

32. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(10:06 AM)
- A. GRANT APPLICATION WITH THE AUTOMOTIVE BURGLARY AND THEFT PREVENTION AUTHORITY TO SUPPLEMENT THE 12<sup>TH</sup> YEAR OF SHERIFF'S COMBINED AUTO THEFT TASK FORCE (SCATTF) GRANT IN THE SHERIFF'S OFFICE;
  - B. GRANT CONTRACT TO THE U.S DEPARTMENT OF JUSTICE- BUREAU OF JUSTICE ASSISTANCE FOR THE 2<sup>ND</sup> PHASE OF OFFICE OF COMMUNITY ORIENTED POLICING TECHNOLOGY PROGRAM IN THE SHERIFF'S OFFICE;
  - C. 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; AND
  - D. 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.

**Clerk's Note:** Items 36.A-D approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### **OTHER ITEMS**

33. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (10:06 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 INTERLOCAL AGREEMENTS BETWEEN TRAVIS COUNTY AND THE CITY OF MANOR, CITY OF JONESTOWN, CITY OF MUSTANG RIDGE, CITY OF ROLLINGWOOD AND THE CITY OF SUNSET VALLEY FOR EMERGENCY LAW ENFORCEMENT DISPATCH SERVICES. (10:06 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 FISCAL YEAR 2009 SECURITY COMMITTEE MEMBERSHIP. (JUDGE BISCOE) (2:17 PM)

**Clerk's Note:** The Court noted that Hershel Lee, Assistant Fire Marshall, Fire Marshall's Office will replace Brad Beauchamp, Travis County Fire Marshal on the Security Committee.

**Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 35.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
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.

36. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD.  
<sup>1 AND 2</sup> (9:16 AM)

**Clerk's Note:** Judge Biscoe announced that Item 36 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 36 postponed until November 25, 2008.

37. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE MARAVILLA DEVELOPMENT (PRIMERA HOMES) IN CARDINAL HILLS ESTATES UNIT 15 AND THE STATUS OF THE FISCAL SURETY BOND FROM THE HARTFORD. <sup>1</sup>  
(9:16 AM)

**Clerk's Note:** Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 37 postponed until November 25, 2008.

38. 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. <sup>2</sup> (11:19 AM) (12:03 PM)

**Clerk's Note:** Judge Biscoe announced that Item 38 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 agree to purchase this property for the appraised value of \$7.5M; that we authorize the County Judge to execute the appropriate paperwork to expedite final resolution of this.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

39. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR JUVENILE PROBATION EMPLOYEE, SLOT NO. 429. <sup>1 AND 3</sup> (11:19 AM) (2:17 PM) (3:33 PM)

**Clerk's Note:** Judge Biscoe announced that Item 39 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.

**Motion by Judge Biscoe and seconded by Commissioner Daugherty** that we grant an additional 14 days of leave with pay for this employee.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court noted that the additional 14 days would carry the employee up to and including November 18, 2008.

## NOVEMBER 18, 2008 VOTING SESSION

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40. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR JUVENILE PROBATION EMPLOYEE, SLOT NO. 436. <sup>1 AND 3</sup>  
(11:19 AM) (2:17 PM) (3:33 PM)

**Clerk's Note:** Judge Biscoe announced that Item 40 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.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we grant an additional 8 days which will carry them through October 31, 2008.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

41. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSAL TO ACQUIRE OPEN SPACE PARKLAND ALONG ONION CREEK NEAR STATE HIGHWAY 71 EAST WITH 2005 AUTHORIZED BOND FUNDS, IN PRECINCT FOUR. <sup>1 AND 2</sup> (2:17 PM) (3:34 PM)

**Clerk's Note:** Judge Biscoe announced that Item 41 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 Gómez** that we direct Staff to continue to negotiate with this property owner, indicate the County's strong desire to reach terms and conditions that are satisfactory to the owners of the property as well as Travis County. That Staff put it back on the Commissioners Court agenda for follow-up discussion and action when appropriate.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

42. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE SELECTION OF PERSON TO FILL INTERGOVERNMENTAL RELATIONS COORDINATOR POSITION AND RELATED ISSUES. <sup>3</sup> (2:17 PM) (3:35 PM)

**Clerk's Note:** Judge Biscoe announced that Item 42 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we set Mr. Deece Eckstein's salary at \$90,000.00; that we authorize Facilities Management to make available one parking space which will leave his Executive Assistant, when hired, without a parking space; that we authorize the County Judge to work with appropriate County Staff and Mr. Eckstein to get the other business-related equipment – cell phones, furniture – that is necessary, computer etc.; that we ask him to begin his employment with Travis County on Monday, November 24, 2008.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

43. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POTENTIAL LEASE OF PARKING SPACES IN CENTRAL AUSTIN. <sup>1 AND 2</sup> (2:17 PM) (3:36 PM)

**Clerk's Note:** Judge Biscoe announced that Item 43 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 Gómez** that we authorize Facilities Management Staff to contract with the owner of the property located at 301 West 13<sup>th</sup> Street for the County to lease 20 parking spots at a cost of \$100.00 each per month; that this be taken from Facilities Management's budget.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



- 44. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. <sup>1 AND 2</sup> (9:16 AM)

**Clerk's Note:** Judge Biscoe announced that Item 44 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 44 postponed until November 25, 2008.

- 45. RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING REMEDIES TO CONSIDER FOR PRODUCTS RECEIVED FROM INTEGRIAN, INC. <sup>1</sup> (2:17 PM) (3:36 PM)

**Clerk's Note:** Judge Biscoe announced that Item 45 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Members of the Court heard from:** Cyd Grimes, Travis County Purchasing Agent; and David Childress, Sales Manager of Texas, Integrian Inc.

**Motion by Judge Biscoe and seconded by Commissioner Daugherty** that the 65 machines will be replaced by Integrian Inc.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court noted that David Childress, Sales Manager of Texas, Integrian Inc. agreed that Integrian Inc will replace the 65 machines.

- 46. 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. <sup>1 AND 2</sup> (11:19 AM) (3:38 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.

**Motion by Judge Biscoe and seconded by Commissioner Daugherty** that we ask Transportation and Natural Resources to incorporate changes recommended by the County Attorney's Office, and also authorize that that be executed by the County Judge on behalf of the Commissioners Court after the changes have been made.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**ADDED ITEM**

- 47. 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. <sup>1</sup> (11:19 AM) (12:03 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.

Discussion only. No formal action taken.

Item 47 to be reposted on November 25, 3008.



**Travis County Commissioners Court Agenda Request**

Voting Session Tuesday, December 2, 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  
Corrected Minutes (pp 1 & 31) of Budget Markup  
Voting Session of September 3-4, 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 – SEPTEMBER 3, 2008**  
**AND RECONVENED SEPTEMBER 4, 2008**  
**TRAVIS COUNTY COMMISSIONERS' COURT**

On Wednesday, the 3<sup>rd</sup> day of September, 2008, the Commissioners' Court convened the Budget Markup Voting Session at 9:15 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 11:08 AM.

The Commissioners Court reconvened the Voting Session at 2:16 PM.

The Commissioners Court recessed the Voting Session at 4:59 PM until Thursday, September 4, 2008 at 9:00 AM.

The Commissioners Court reconvened the Voting Session at 9:15 AM, Thursday, September 4, 2008.

The Commissioners Court recessed the Voting Session at 10:56 AM, Thursday, September 4, 2008.

The Commissioners Court reconvened the Voting Session at 11:17 AM, Thursday, September 4, 2008.

The Commissioners Court adjourned the Voting Session at 11:36 AM, Thursday, September 4, 2008.

**Clerk's Note:** Please refer to the FY 2009 Budget Agenda Worksheet for a listing of the Reference numbers located in the Minutes.

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(9:16 AM) **REVIEW OF "STATUS OF BUDGET SINCE PRELIMINARY BUDGET WAS FILED"**

**Clerk's Note:** The Court received a status report on the County Budget and reviewed the document entitled: "Status of Budget Since Preliminary Budget Was Filed."

**Members of the Court heard from:** Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO); Leroy Nellis, Budget Manager, PBO; and Travis Gatlin, Budget Analyst, PBO.

Discussion only. No formal action taken.



RECEIVED  
COUNTY CLERK'S OFFICE

**Travis County Commissioners Court Agenda Request #**

**C4**

09 NOV 25 2008  
Voting Session 12/02/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text:  
**Approve setting a Public Hearing on December 23, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 3.573 acre portion of a right of way originally dedicated for Heatherwilde Boulevard, in Precinct 1**

C. Approved by: \_\_\_\_\_  
Commissioner Ron Davis, Precinct 1

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   | Chris Gilmore - 854-9415  |
| Steve Manilla - 854-9383 | Joe Arriaga - 854-9383    |
| Greg Chico               | Austin-American Statesman |

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.



Cunningham | Allen

August 29, 2008

Mr. Steve Manilla, P.E., Director  
Public Works Department  
411 W. 13<sup>th</sup> Street, 9<sup>th</sup> Floor  
Austin, TX 78701

Reference: **Request to Vacate Approx. 3.573 acres of Heatherwilde Blvd. R.O.W.  
Northtown Municipal Utility District  
CAI No. 421.0101**

Dear Mr. Manilla:

Included for your review is a request to vacate approximately 3.573 acres out of the 7.7466-acre tract dedicated as public right-of-way, filed in Volume No. 10768, Page No, 974 of the Real Property Records of Travis County, Texas.

The subject tract is located within the City of Austin's 2-mile ETJ and is within the Northtown Municipal Utility District (MUD). The subject tract lies within the proposed mixed-use development to be known as The Village @ Northtown. The development consists of approximately 329.12 acres and extends from Howard Lane on the south, to near Wells Branch Parkway on the north. The southern end of the property is bordered by Tech Ridge Industrial Park on the west and Wildflower Subdivision on the east, while the northern end of the property is surrounded by undeveloped properties. It is not located in a S.M.A.R.T. Housing Area.

The purpose for this request is to eliminate the portion of right-of-way no longer needed as part of the improvements to Heatherwilde Boulevard within the boundaries of The Village @ Northtown. The current alignment and corresponding right-of-way are as shown on the approved **City of Austin #SP-2007-0183D** and **Travis County #07-0881** plans for **Heatherwilde Boulevard and Wells Branch Parkway-Street and Drainage Improvements**.

Sincerely,

CUNNINGHAM-ALLEN, INC.

Russell K. Fielder, P.E.  
Project Engineer

Xc: Mr. Clifton Lind, Village @ Northtown General Partners, Inc.  
Mr. Samuel W. Jones, P.E., Sam Jones Consulting, Inc. (Northtown MUD Engineer)

Enclosures

E:\4210101\\_Processing\Correction Applications\R.O.W. Vacation\R.O.W. Vacation Letter-Travis Co.doc



S:\4210101\Final Products\Boundary Land Swap-Vacation-Purchase\RDW Vacation.dwg 5/7/2008 8:40:04 AM CDT

(17.041 AC. TRACT II)  
SEALY HEATHERWILDE, LP  
DOC NO. 2000101896  
O.P.R.T.C.T.

(271.148 AC - TRACT I)  
VILLAGE NORTH TOWN  
DOCUMENT NO. 2000156544  
O.P.R.T.C.T.

(9.094 AC.)  
VILLAGE NORTH TOWN, LTD  
DOC. NO. 2000167035  
O.P.R.T.C.T.

(271.148 AC - TRACT I)  
VILLAGE NORTH TOWN  
DOCUMENT NO. 2000156544  
O.P.R.T.C.T.

**U.C. CUNNINGHAM  
SURVEY NO. 68  
ABSTRACT NO. 163**

HEATHERWILDE BLVD.  
(2.779 AC. (2.785 AC))  
PER DOC. NO. 2007205042  
O.P.R.T.C.T.

RDS RPLS 4094'

RDS RPLS 4094'

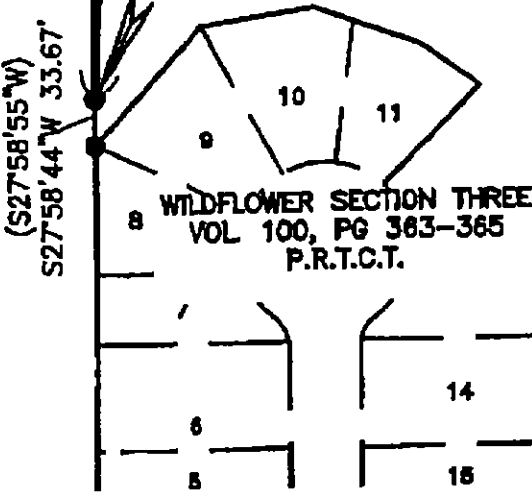
WILDFLOWER SECTION ONE  
VOL. 99, PG 13-16  
P.R.T.C.T.

BLOCK E

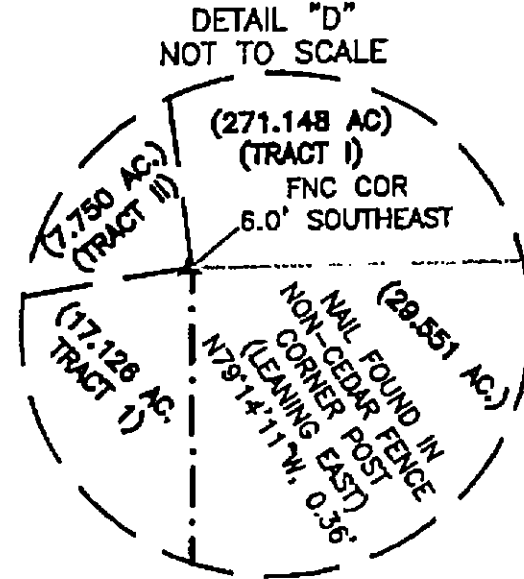
LOT 12  
(20.34 AC.)

PARKLAND &  
DRAINAGE EASEMENT

P.O.B.



WILDFLOWER SECTION THREE  
VOL. 100, PG 363-365  
P.R.T.C.T.



DETAIL "D"  
NOT TO SCALE

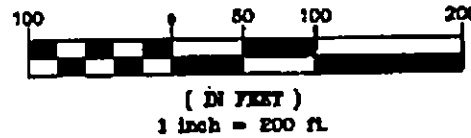
(17.126 AC.-TRACT 1)  
VILLAGE NORTH TOWN  
DOC. NO. 2000167035  
O.P.R.T.C.T.

(S 28°03'00" W 470.95')  
S 28°02'05" W 470.85'  
(S 28°03'00" W 470.95')

(29.551 AC.)  
JEFFERCINDERSHAN, LTD  
DOC. NO. 2000102831  
O.P.R.T.C.T.

APPROXIMATE  
SURVEY LINE

GRAPHIC SCALE



Cunningham | Allen  
Engineers • Surveyors

3103 Bee Cave Road, Suite 202

Austin, Texas 787466819

Tel.: (512) 3272946

Fax: (512) 3272973

*MAE*

LINE TABLE		
LINE	BEARING	LENGTH
L1	N27°57'35"E	509.63'
L2	S20°00'38"W	89.82'
(L2)	S19°58'46"W	89.77'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	DIST
C1	1492.92'	1617.01'	62°03'29"	N78°59'34"E	1539.12'
C2	1402.92'	2008.38'	82°01'23"	S69°00'26"W	1841.22'
(C2)	1402.92'	2008.48'	82°01'38"	S69°00'35"W	1841.30'
C3	1492.92'	99.98'	3°50'13"	N71°55'35"W	99.96'
(C3)	1492.92'	99.98'	3°50'13"	N71°55'17"W	99.96'
C4	1402.92'	1057.35'	43°10'57"	S88°25'38"W	1032.50'
(C4)	1402.92'	1057.44'	43°11'10"	S88°25'49"W	1032.58'
C5	1402.92'	951.03'	38°50'26"	S47°24'57"W	932.92'
(C5)	1402.92'	951.11'	38°50'37"	S47°26'14"W	933.00'

<u>LEGEND</u>	
●	½" IRON REBAR FOUND (UNLESS STATED)
▲	60D NAIL FOUND (UNLESS STATED)
( )	RECORD INFORMATION
[ ]	RECORD INFORMATION PER ADJOINER
P.R.T.C.T.	PLAT RECORDS TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING

1. BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 CENTRAL ZONE (CORS96), AS DERIVED FROM AN OPUS SOLUTION DATED APRIL 06, 2007.
2. REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS SKETCH DESCRIPTION ACCOMPANYING THIS SKETCH.
3. SUBJECT TRACT IS PROPOSED AS A RIGHT-OF-WAY VACATION. NO MUNIMENTATION WILL BE SET.



**Cunningham | Allen**  
Engineers • Surveyors

3103 Bee Cave Road, Suite 202  
Austin, Texas 78746-6819  
Tel.: (512) 327-2946  
Fax: (512) 327-2973

SURVEYED BY:

*Miguel A. Escobar*

MIGUEL A. ESCOBAR  
REG. PROF. LAND SURVEYOR  
NO. 5630  
DATE: 8/11/08



S:\4210101\_Final Products\Boundary Land Swap-Vacation-Purchase\ROW Vacation.dwg 5/5/2008 8:22:09 AM CDT

Exhibit "A"  
Page 1 of 2  
5/5/2008

R.O.W. Vacation Easement  
3.573 Acres of Land  
L. C. Cunningham Survey No. 68  
Abstract Number 163  
Travis County, Texas

DESCRIPTION

DESCRIPTION OF 3.573 ACRES OF LAND SITUATED IN THE L. C. CUNNINGHAM SURVEY NO. 68, ABSTRACT NUMBER 163, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT 7.7466 ACRE TRACT OF LAND DEDICATED AS PUBLIC R.O.W. BY DEED OF RECORD IN VOLUME 10768, PAGE 974 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rebar found in the west line of Lot 12, Block E, Wildflower Section One, a subdivision of record in Volume 99, Pages 13-16 of the Plat Records of Travis County, Texas, at the intersection of the east line of said 7.7466 acre tract and Heatherwilde Boulevard as dedicated by instrument of record in Document No. 2007205042 of the Official Public Records of Travis County, Texas, from which point a 1/2 inch iron rebar found for the southwest corner of Lot 9 and the northwest corner of Lot 8, Block E, Wildflower Section Three, a subdivision of record in Volume 100, Pages 363-365 of the Plat Records of Travis County, Texas, and being an ell corner in the west line of said Lot 12, Block E, Wildflower Section One, bears S 27°58'44" W a distance of 33.67 feet;

THENCE N 27°57'35" E crossing through said 7.7466 acre tract with the east line of said Heatherwilde Boulevard, a distance of 509.63 feet to a calculated point at the intersection of the west line of said 7.7466 acre tract and the east line of said Heatherwilde Boulevard, from which point a 1/2 inch iron rebar found with plastic cap which reads "RDS RPLS 4094" bears, N 27°57'35" E a distance of 30.23 feet;

THENCE with a curve to the right, with the west line of said 7.7466 acre tract and an interior line of a 271.148 acre tract of land described as "Tract 1" conveyed to Village @ Northtown by instrument of record in Document No. 2000156544 of the Official Public Records of Travis County, Texas, having a radius of 1492.92 feet, an arc length of 1617.01 feet, a delta angle of 62°03'29", and a chord which bears N 78°59'34" E a distance of 1539.12 feet to a 1/2 inch iron rebar found for the northernmost corner of said 7.7466 acre tract, the southeast corner of a 9.094 acre tract of land conveyed to Village @ Northtown by instrument of record in Document No. 2000167035 of the Official Public Records of Travis County, Texas, and being an interior ell corner of said 271.148 acre tract, from which point a 1/2 inch iron rebar found for the northeast corner of said 9.094 acre tract and an interior ell corner of said 271.148 acre tract bears, N 27°29'14" E a distance of 224.28 feet;

THENCE S 20°00'38" W with the east line of said 7.7466 acre tract and an interior line of said 271.148 acre tract a distance of 89.82 feet to a calculated point at the northeast corner of said 7.7466 acre tract, an interior ell corner of said 271.148 acre tract of land, the northwest corner of a 29.551 acre tract of land conveyed to Jeffercindershan, Ltd., by instrument of record in Document No. 2000102831 of the Official Public Records of Travis County, Texas, and the northeast corner of a 17.126 acre tract of land described as "Tract 1" as conveyed to Village @ Northtown by instrument of record in Document No. 2000167035 of the Official Public

Exhibit "A"  
Page 2 of 2  
5/5/2008

R.O.W. Vacation Easement  
3.573 Acres of Land  
L. C. Cunningham Survey No. 68  
Abstract Number 163  
Travis County, Texas

Records of Travis County, Texas, from which point a 60d nail found in a non-cedar fence corner post leaning east, bears N 79°14'11"W a distance of 0.36 feet;

THENCE along a curve to the left, with the east line of said 7.7466 acre tract and the north and west lines of said 17.126 acre tract and Lot 12, Block E, Wildflower Section One, having a radius of 1402.92 feet, passing at an arc length of 1057.35 feet a 1/2 inch iron rebar found at the northwest corner of said 17.126 acre tract and the northwest corner of said Lot 12, Block E, Wildflower Section One, and continuing a total arc length of 2008.38 feet, having a delta angle of 82°01'23", and a chord which bears S 69°00'26" W a distance of 1841.22 feet to the **POINT OF BEGINNING** of the herein described tract, containing 3.573 acres of land, more or less, within these metes and bounds.

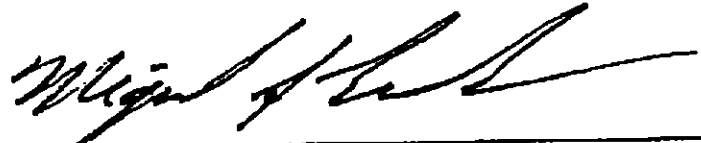
Bearing Reference: Grid North, Texas Coordinate System of 1983 Central Zone (CORS96), as derived from an OPUS solution dated April 06, 2007.

Subject tract is proposed as a Right-of-Way vacation. No monumentation will be set.

Reference is herein made to the sketch accompanying this metes and bounds description.

I hereby certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

  
\_\_\_\_\_  
Miguel A. Escobar  
Registered Professional Land Surveyor No. 5630  
State of Texas  
Date: *8 MAY 08*





**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH R. GISELMAN, EXECUTIVE MANAGER**

411 West 18th Street  
Executive Office Building, 11th Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-3333  
FAX (512) 854-4037

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 3.523 acres in L.C. Cunningham Survey No. 68 (address) and/or Abstract 163, Travis County, Sec 37, T16N, R10E (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.

Sonny Poole  
Signature

Sonny Poole  
Printed Name

Supervisor - Public Involvement Real Estate  
Title

Austin BNCRA  
Utility Company or District

11-20-08  
Date

Please return this completed form to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

STATE OF TEXAS  
COUNTY OF TRAVIS

PARTIAL RELEASE OF RIGHT OF WAY

WHEREAS, the plat of Wildflower, Section 1, Pflugerville, Texas, a subdivision in the County of Travis, of record in Volume 99, Pages 13-16, of the Property Records of Travis County, Texas, and said record reflects a street right-of-way, approximately 90 feet wide, and adjacent to Lot 12, Block E, of said subdivision, of record in Volume 10768, Page 974 of the Property Records of Travis County, Texas, and comprising an area of approximately 3.573 acres out of the 7.7466 acre tract previously dedicated as public right-of-way for Heatherwilde Boulevard, and as applicant requests partial release of said right-of-way on said property, AND

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

NOW, THEREFORE, in consideration of the premises and in order to adjust because of a proposed re-alignment of this right-of-way, the undersigned do hereby abandon all right, title and interest in and to this partial right-of-way, as described, in said subdivision.

EXECUTED this 31<sup>st</sup> day of July, 2008

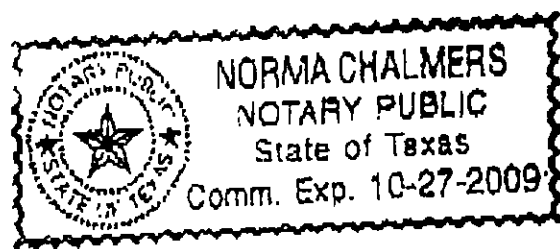
Mark Davis  
MGR.-ENG.DESIGN

SOUTHWESTERN BELL TELEPHONE, L.P., a Texas 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 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 31<sup>st</sup> day of July, 2008



Norma Chalmers  
Notary Public, State of Texas

My commission expires 10-27-2009

## Russell Fielder

---

**From:** Schumpert, Laurie [laurie.schumpert@twcable.com]  
**Sent:** Tuesday, August 12, 2008 1:14 PM  
**To:** Russell Fielder  
**Cc:** Berry, Aaron  
**Subject:** Request for R.O.W. Vacation

Mr. Fielder,

Time Warner Cable (TWC) does not have facilities in the area of concern; therefore, TWC does not have any objections to the ROW vacation. After closer examination of this particular area, I would suggest contacting Suddenlink Cable for their approval as well.

If you should have any further questions, please feel free to contact me.

Thanks.

Laurie Schumpert, Designer  
Time Warner Cable, Austin Texas  
Desk: 512/485-6417  
Fax: 512/485-4092  
**Office hours: Monday - Thursday 5am - 4pm**

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**ARMBRUST & BROWN, L.L.P.**  
ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1900  
AUSTIN, TEXAS 78701-2744  
512-435-2300

FACSIMILE 512-435-2360

SUE BROOKS LITTLEFIELD  
(512) 435-2307  
slittlefield@abaustrin.com

October 14, 2008

Mr. Russell Fielder, P.E.  
Cunningham/Allen, Inc.  
3103 Bee Cave Road, Suite 202  
Austin, Texas 78746


Re: Northtown Municipal Utility District  
Heatherwilde Blvd. R.O.W. Vacation

Dear Mr. Fielder:

This will confirm that at the September 23 meeting of the Board of Directors of Northtown Municipal Utility District the Board confirmed that it has no objection to the proposed request to vacate approximately 3.573 acres of Heatherwilde Boulevard right-of-way.

Sincerely,

ARMBRUST & BROWN, L.L.P.

By:   
Sue Brooks Littlefield  
Attorney for the District

SBL/ca





# TEXAS GAS SERVICE

A DIVISION OF ONEOK

July 29, 2008

RE: Request to Vacate Approx. 3.573 acres of Heatherwilde Blvd. R.O.W.  
Northtown Municipal Utility District  
CAI No. 421.0101

To Whom It May Concern:

Texas Gas Service (TGS) has no objections to the proposed ROW vacation. Please contact me if you have further questions, comments or concerns.

Thanks

Chris Landgraf, EIT  
Engineering Department  
Texas Gas Service  
5613 Avenue F  
Austin, TX 78751  
(512) 465-1131 – office  
[clandgraf@txgas.com](mailto:clandgraf@txgas.com)

## Russell Fielder

---

**From:** Ross, Charles [Charles.Ross@suddenlink.com]  
**Sent:** Tuesday, August 19, 2008 5:35 PM  
**To:** Russell Fielder  
**Cc:** Miguel Gonzales  
**Subject:** RE: R.O.W. Vacation for Village @ Northtown

Mr. Fielder,  
You are correct, Suddenlink does not have any plans to service this area and does not have any existing infrastructure in this proposed area. We do have infrastructure on the southern boundary in Wildflower neighborhood.  
Thanks

## Charles Ross

Construction Supervisor/ South District  
Suddenlink Communications  
111 North College  
Georgetown, Tx 78626  
cell:512-677-1691  
Office:512-931-2960  
Fax:512-869-2962

---

**From:** Russell Fielder [mailto:rfielder@cunningham-allen.com]  
**Sent:** Tue 8/19/2008 11:12 AM  
**To:** Ross, Charles  
**Cc:** Miguel Gonzales  
**Subject:** R.O.W. Vacation for Village @ Northtown

Charles-

Thanks for taking the time to meet with me yesterday afternoon.

Based on our meeting, it is my understanding that the subject area does not lie within the service area of Suddenlink. Therefore, Suddenlink has no existing facilities or plans for future facilities in areas which could be affected by the proposed R.O.W. vacation. Also, since the subject area is located within the City of Austin's 2-mile Extra-Territorial Jurisdiction (ETJ), it lies within the service area of Time-Warner Cable (TWC). Therefore, future cable and/or internet service for this area will be provided by TWC.

If I have misunderstood or mis-stated any of the above, please advise. If correct, please provide written confirmation either by e-mail or letter.

Thank you for assistance with this matter.

Sincerely,

**Russell K. Fielder, P.E.**  
Professional Engineer  
Cunningham|Allen, Inc.  
3103 Bee Cave Road, Suite 202  
Austin, Texas 78746  
Ph: (512) 327-2946 Fax: (512) 327-2973  
[www.Cunningham-Allen.com](http://www.Cunningham-Allen.com)

DOC. NO.  
00081763

FILM CODE

900

RIGHT OF WAY DEDICATION 00004399961

THE STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§ KNOW ALL MEN BY THESE PRESENTS  
§ 1:40 PM 3576

9.00 INDX  
2 07/06/88  
217.63-DCC#  
10.22-CHK#

THAT, Pflugerville Joint Venture, a Texas joint venture, with its principal office located in Austin, Travis County, Texas, hereinafter referred to as Grantor, whether one or more, in and for the consideration of the benefits to be derived by the Grantor from the right-of-way hereinafter described, has this day GRANTED, CONVEYED, and DEDICATED, and by these presents does hereby GRANT, CONVEY, and DEDICATE to the public use the right-of-way more particularly described as follows, to wit:

7.7466 acres of land out of and a part of the L. C. Cunningham Survey No. 68, situated in Travis County, Texas, more particularly described by the field notes attached hereto as Exhibit "A" and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same perpetually to the Public, together with the right and privilege at any time to enter said premises, or any part thereof, for the purpose of ingress to and egress from any lands adjacent to the said premises.

EXECUTED on this the 6<sup>th</sup> day of September, 1988. <sup>EW</sup>

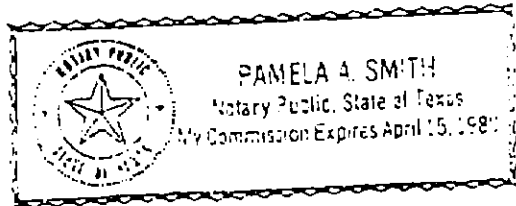
PFLUGERVILLE JOINT VENTURE,  
a Texas joint venture

By: Ed Wendler, Jr.  
Ed Wendler, Jr.  
Receiver of the property of  
Pflugerville Joint Venture

THE STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§  
§

This instrument was acknowledged before me on the 6<sup>th</sup> day of September, 1988, by ED WENDLER, JR., Receiver of the property of PFLUGERVILLE JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.



Pamela A. Smith  
Notary Public, State of Texas  
Notary's name printed:  
My commission expires:

AFTER RECORDING RETURN TO:  
Jerry Saegert  
P.O. Box 410  
Austin, Texas 78767

0050D/49

REAL PROPERTY RECORDS  
Travis County Texas

10768 0974

# EXHIBIT "A"

## FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE L. C. CUNNINGHAM SURVEY NO. 68, SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO PFLUGERVILLE JOINT VENTURE IN VOLUME 3463, PAGE 835, TRAVIS COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 7.7466 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the north R.O.W. line of West Dessau Road, same being the south line of the above said Pflugerville Joint Venture Tract, for the southwest corner of the herein described tract, from which POINT OF BEGINNING, the southwest corner of the said Joint Venture Tract bears N 61°59'45" W, 211.06 feet,

THENCE, with the west line of the herein described tract, the following four (4) courses and distances numbered 1 through 4,

1. N 28°00'15" E, 35.00 feet to a point at the beginning of a curve,
2. with a curve to the left, having a central angle of 90°00'00", a radius of 20.00 feet, an arc length of 31.42 feet and whose chord bears N 73°00'15" E, 28.28 feet to a point at the end of said curve,
3. N 28°00'15" E, 1,604.78 feet to a point at the beginning of a curve,
4. with a curve to the right, having a central angle of 81°59'45", a radius of 1,492.92 feet, an arc length of 2,136.52 feet, and whose chord bears N 69°00'08" E, 1,958.81 feet to a point for the most northerly corner of the herein described tract,

THENCE, with the east line of the herein described tract, the following five (5) courses and distances numbered 1 through 5,

1. S 20°00'00" W, 90.00 feet to an iron pin at the beginning of a curve,
2. with a curve to the left, having a central angle of 81°59'45", a radius of 1,402.92 feet, an arc length of 2,007.72 feet and whose chord bears S 69°00'08" W, 1,840.72 feet to a point at the end of said curve,
3. S 28°00'15" W, 1,604.78 feet to a point at the beginning of a curve,
4. with a curve to the left, having a central angle of 90°00'00", a radius of 20.00 feet, an arc length of 31.42 feet, and whose chord bears S 16°59'45" E, 28.28 feet to a point at the end of said curve,
5. S 28°00'15" W, 35.00 feet to a point on the said north R.O.W. line of West Dessau Road for the southeast corner of the herein described tract,

THENCE, with said R.O.W. line of Dessau Road, same being the south line of the herein described tract, N 61°59'45" W, 130.00 feet to the POINT OF BEGINNING containing 7.7466 Acres Of Land.

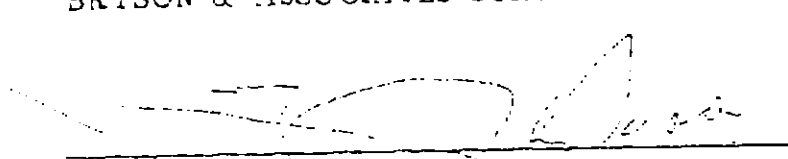
STATE OF TEXAS:

COUNTY OF TRAVIS:

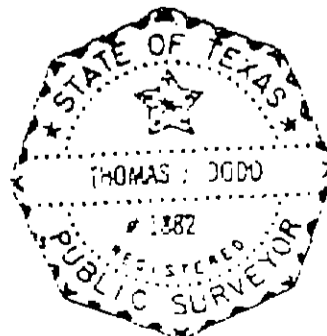
I, the undersigned, do hereby certify that this survey was this day made on the ground for the benefit and reliance of Leon Pfluger and wife, Gladys Pfluger and that the description of the property, the total acreage of the property, and the survey of the property is true and correct.

Dated this the 19<sup>th</sup> Day of July, 1988.

BRYSON & ASSOCIATES SURVEYING COMPANY INC.

  
Thomas J. Dodd  
Registered Public Surveyor No. 1382

REAL PROPERTY RECORDS  
Travis County, Texas

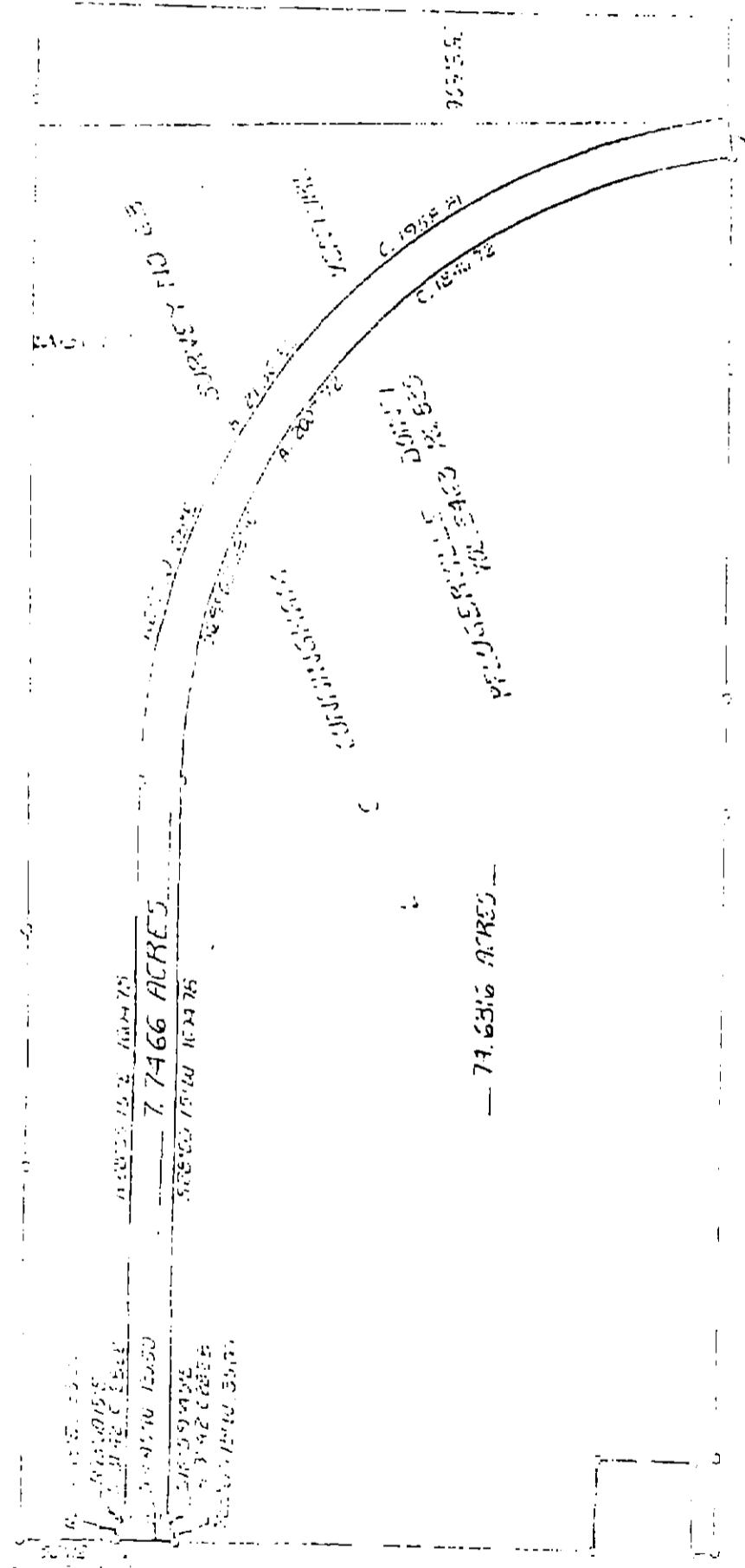


10768 0975

# EXHIBIT "A"



TO BE FILED TO RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF TARRANT, TEXAS, BY THE COUNTY CLERK, AT THE CITY OF FORT WORTH, TEXAS.



SHIRLEY B. LEWIS  
 COUNTY CLERK

BY THE CLERK, THE PUBLIC RECORDS, COUNTY OF TARRANT, TEXAS, THIS 11th DAY OF NOVEMBER, 1986.

FILED IN THE PUBLIC RECORDS OF THE COUNTY OF TARRANT, TEXAS, AT THE CITY OF FORT WORTH, TEXAS, THIS 11th DAY OF NOVEMBER, 1986.

REAL PROPERTY RECORDS  
 TARRANT COUNTY, TEXAS

10768 0976

FILED  
88 SEP -6 PM 12: 01  
DANA DE BEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM:  
At the time of recording of this instrument was found to be correct and true to the original and no objections were made by the County Clerk or any other person present at the time the instrument was filed and recorded.

STATE OF TEXAS                      COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped herein by me; and  
was duly RECORDED, in the Volume and Page of the  
named RECORDS of Travis County, Texas, on

SEP 6 1988



*Dana De Beauvoir*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
Travis County, Texas

10768 0977



WD 2007205042  
11 PGS

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

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

That **Village @ Northtown, Ltd.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee hereinafter named, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of which no lien, express or implied, is retained, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto **TRAVIS COUNTY** ("Grantee"), all of the following-described real property situated in Travis County, Texas, more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantor excepts from the conveyance and warranty made herein all matters set forth on **Exhibit "B"** attached hereto and incorporated herein for all purposes, to the extent, and only to the extent, that the same may still be in force and effect and applicable to the Property.

Title to the Property shall revert to Grantor if that certain Wells Branch Parkway/Heatherwilde Boulevard Road Construction Agreement between Grantor and Grantee dated effective January 27, 2005 is terminated and the Wells Branch Parkway/Heatherwilde Boulevard Road project is not completed. In the event of a termination under this paragraph, Grantee agrees to execute and deliver to Grantor within 30 days of its receipt of a request for same, whatever documents are reasonably requested by Grantor in order to memorialize the reversion of title to Grantor as a result of said termination.

[Signature Block and Acknowledgement on Next Page]

EXECUTED to be effective for all purposes as of the \_\_\_ day of October, 2006.

**GRANTOR:**

Village @ Northtown, Ltd., a Texas limited partnership

By: Village @ Northtown General Partner, Inc., a Texas corporation

Its: General Partner

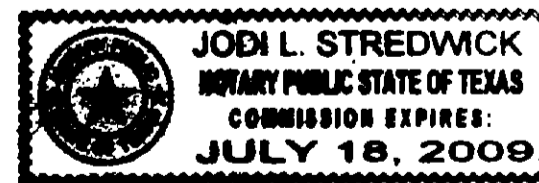
By: *[Signature]*  
Name: Clifton F. Lind  
Its: President

*Ret/* Address for Grantee:  
Travis County  
Post Office Box 1748  
Austin, Texas 78767-1748  
Attention: Transportation and Natural Resources Department / *GREG CHICO*

STATE OF TEXAS §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this 31 day of October, 2006 personally appeared Clifton E. Lind, in his/her capacity as President of Village @ Northtown General Partner, Inc., a Texas corporation, general partner for Village @ Northtown, Ltd., a Texas limited partnership who stated under oath that he executed this instrument for the purposes stated herein, and on behalf of the limited partnership and corporation to be effective as of the Effective Date.

*[Signature]*  
Notary Public in and for the State of Texas





HEATHERWILDE  
BOLLEVAARD

POINT OF BEGINNING

ALL OF THAT CERTAIN TRACT OF LAND PARCELED AND LAYED OUT BY THE J. L. CUNNINGHAM SURVEY, NO. 68 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO VILLAGE AT NORTHTOWN, LTD. BY INSTRUMENT NO. 200156344 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING A PORTION OF PROPOSED HEATHERWILDE BOLLEVAARD AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2 inch iron pin found at the Southwest corner of said Village at Northtown, Ltd. Tract, being at the Southeast corner of that certain tract of land conveyed to Centerstate 99, Ltd. By Document No. 1999041333 of the Official Public Records of Travis County, Texas, being in the North to w. line of Howard Lane,

THENCE along the North to w. line of Howard Lane, S 61°54'54" E for a distance of 114.04 feet to a 1/2 inch capped iron pin set for the Southwest corner and PLACE OF BEGINNING hereof;

THENCE along the proposed West to w. line of Heatherwilde Boulevard for the following course:

along a curve to the right whose radius is 109.00 feet, whose arc is 111.87 feet and whose chord bears N. 73°00'54" E for a distance of 154.53 feet to a 1/2 inch capped iron pin set

N. 75°56'52" E for a distance of 2013.96 feet to a 1/2 inch capped iron pin set at a point of tangency

along a curve to the left whose radius is 951.00 feet, whose arc is 477.15 feet and whose chord bears N. 75°00'54" E for a distance of 472.16 feet to a 1/2 inch capped iron pin set

N. 44°53'27" E for a distance of 263.76 feet to a 1/2 inch capped iron pin set in the West to w. line of said Village at Northtown, Ltd. Tract, for the Northwest corner hereof;

THENCE along the West to w. line of said Village at Northtown, Ltd. Tract, N. 27°52'50" E for a distance of 100.40 feet to a 1/2 inch capped iron pin set in the proposed East to e. line of Heatherwilde Boulevard for the northeast corner hereof;

THENCE along the proposed East to e. line of Heatherwilde Boulevard for the following course:

N. 70°15'58" E for a distance of 345.41 feet to a 1/2 inch capped iron pin set at a point of

ROY D. SMITH  
P.L.L.C.

2.785 ACRES OF LAND - Page Two

along a curve to the right whose radius is 1049.36 feet, whose arc is 526.32 feet and whose chord bears S 13°34'27" W for a distance of 520.81 feet to a 1/2 inch capped iron pin set

S 17°56'52" W for a distance of 30.09 feet to a 1/2 inch capped iron pin set in the Westerly line of that certain 90 foot wide right-of-way dedicated by Volume 40768, Page 474 of the Real Property Records of Travis County, Texas.

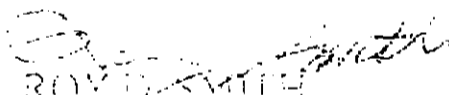
THENCE along the Westerly line of said 90 foot wide right-of-way for the following courses:

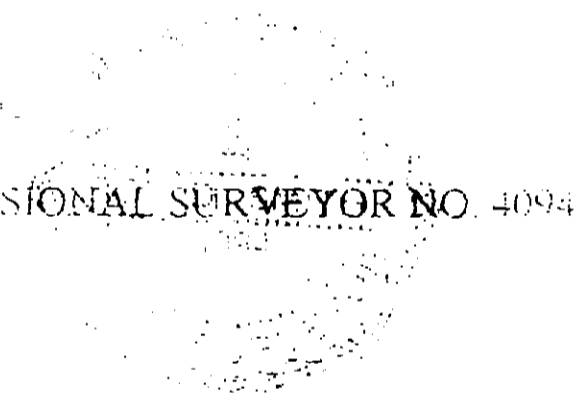
along a curve to the left whose radius is 1490.92 feet, whose arc is 520.49 feet and whose chord bears S 37°57'22" W for a distance of 517.86 to a 1/2 inch capped iron pin set

S 17°56'52" W for a distance of 1583.17 feet to a 1/2 inch capped iron pin set in the North row line of Howard Lane for the Southeast corner hereof

THENCE along the North row line of Howard Lane, N 61°54'54" W for a distance of 117.26 feet to the PLACE OF BEGINNING and containing 2.785 acres of land, more or less

SURVEYED BY  
Roy D. Smith, Surveyor

  
ROY D. SMITH  
REGISTERED PROFESSIONAL SURVEYOR NO. 4094  
January 7, 2002



# EXHIBIT TO ACCOMPANY FIELD NOTES FOR 2.785 ACRES OF LAND

SCALE N 1" = 300'

### LEGEND

- 1/2" IRON PIN FOUND
- 1/2" COPPER PIN FOUND

DEVELOPMENT OF THE  
300' WIDE RIGHT-OF-WAY

381°54'54" E  
174.04'

WINDMILL  
 171.48'  
 109.00'  
 30°08'14"  
 109.26'

50' WIDE RIGHT-OF-WAY

CUMMINGHAM

PROPOSED HEATHERWILDE RIVER  
CUMMINGHAM

WILDFLOWER WINDMILL

2073.96'  
1583.17'

N 77°56'52" E  
277°58'52" W

178°34'17" E  
 172.15'  
 177°17" E  
 181.02'  
 28°44'50" E  
 142.71'

174°07' E  
 132.00'  
 174°07" E  
 1349.00'  
 174°07" E  
 1344.00'

177°57'17" W  
 171.18'  
 172°45" E  
 1492.02'  
 177°58'03" E  
 122.91'

S 27°54'52" W 30.19'

PREPARED BY  
ROY D. SMITH SURVEYORS, P.C.

ROY D. SMITH  
 REGISTERED PROFESSIONAL SURVEYOR NO. 4194  
 1214 WEST 50<sup>TH</sup> STREET - SUITE A  
 HOUSTON, TEXAS 77057  
 PHONE 281-241-1800  
 FAX 281-241-1800

FIELD NO. 125  
2008

3.44 ACRES OF LAND

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE ALEXANDER WALTERS SURVEY NO. 87 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO VILLAGE AT NORTHTOWN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000156544 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING A PORTION OF PROPOSED WELLS BRANCH PARKWAY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2 inch iron pin found at an angle point in the West line of said Village at Northtown tract, being at the Southeast corner of that certain 116.918 acre tract of land described in Document No. 1999046435 of the Official Public Records of Travis County, Texas:

THENCE along the West line of said Village at Northtown tract, N 27°47'07" E for a distance of 640.47 feet to a 1/2 inch capped iron pin set for the Southwest corner and PLACE OF BEGINNING hereof:

THENCE continuing along the West line of said Village at Northtown tract, N 27°47'07" E for a distance of 140.00 feet to a 1/2 inch capped iron pin set for the Northwest corner hereof:

THENCE along the proposed North r.o.w. line of Wells Branch Parkway for the following course:

S 60°16'12" E for a distance of 199.06 feet to a 1/2 inch capped iron pin set at a point of curve

Along a curve to the left whose radius is 1330.00 feet, whose arc is 682.87 feet and whose chord bears S 77°07'46" E for a distance of 682.16 feet to a 1/2 inch capped iron pin set

N 88°20'40" E for a distance of 1213.72 feet to a 1/2 inch capped iron pin set at a point of curve

along a curve to the left whose radius is 1330.00 feet, whose arc is 309.43 feet and whose chord bears N 81°33'23" E for a distance of 299.80 feet to a 1/2 inch capped iron pin set

E 73°04'37" E for a distance of 234.19 feet to a 1/2 inch capped iron pin set in the East line of said Village at Northtown tract for the Northeast corner hereof:

THENCE along the East line of said Village at Northtown tract, S 27°50'06" W for a distance of 190.70 feet to a 1/2 inch capped iron pin set for the Southeast corner hereof:

THENCE along the proposed South r.o.w. line of Wells Branch Parkway for the following course:

FIFTY-ONE  
FOUR

8.44 ACRES OF LAND - Page Two

S 75°04'07" W for a distance of 104.70 feet to a 1/2 inch capped iron pin set at a point of curve.


Along a curve to the right whose radius is 1470.00 feet, whose arc is 332.06 feet and whose chord bears S 81°32'23" W for a distance of 331.35 feet to a 1/2 inch capped iron pin set.

S 33°00'40" W for a distance of 1213.72 feet to a 1/2 inch capped iron pin set at a point of curve.

Along a curve to the right whose radius is 1470.00 feet, whose arc is 762.48 feet and whose chord bears N 77°07'46" W for a distance of 753.96 feet to a 1/2 inch capped iron pin set.

N 62°16'12" W for a distance of 199.20 feet to the PLACE OF BEGINNING and containing 8.44 acres of land, more or less.

SURVEYED BY:  
Roy D. Smith Surveyors, P.C.

  
ROY D. SMITH  
REGISTERED PROFESSIONAL SURVEYOR NO. 4094  
August 15, 2006



8.44 ac. - Walters Sur.



**EXHIBIT "B"**  
**SCHEDULE OF PERMITTED EXCEPTIONS**

For purposes of the Special Warranty Deed, the following specified exceptions, conditions, and restrictions shall be the "Permitted Encumbrances":

1. The Restrictive Covenants recorded in Document Number 2003145929 of the Official Public Records of Travis County, Texas.
2. An easement and right-of-way for an electric transmission and/or distribution line, granted to Texas Power & Light Company as described in Vol. 503, Page 219, of the Real Property Records of Travis County, Texas, to the extent that the same may affect the subject property.
3. An easement and right-of-way for an electric transmission and/or distribution line, granted to Texas Power & Light Company as described in Vol. 551, Page 137, of the Real Property Records of Travis County, Texas, to the extent that the same may affect the subject property.
4. A 5' easement located in the southern portion of the subject property, granted to the City of Austin, as described in Vol. 3139, Page 39, of the Real Property Records of Travis County, Texas.
5. A 10' electric and telephone easement located across the subject property, granted to the City of Austin, as described in Vol. 9083, Page 600, of the Real Property Records of Travis County, Texas.
6. A telephone and electric easement granted to City of Austin, as described in Vol. 9083, Page 612 of the Real Property Records of Travis County, Texas, to the extent that the same may affect the subject property.
7. A water line easement granted to the City of Austin, as described in Vol. 9687, Page 200 of the Real Property Records of Travis County, Texas, to the extent that the same may affect the subject property.
8. Sanitary Sewer easements granted to the public, as described in Vol. 9794, Page 865, of the Real Property Records of Travis County, Texas.
9. A natural gas easement granted to Ensearch Corporation, as described in Vol. 9946, Page 416 of the Real Property Records of Travis County, Texas.
10. A gas pipeline right-of-way and easement granted to Southern Union Gas Company, as described in Vol. 11387, Page 356, of the Real Property Records of Travis County, Texas.
11. A gas pipeline right-of-way and easement granted to Southern Union Gas Company, as described in Vol. 11387, Page 359, of the Real Property Records of Travis County, Texas.
12. A wastewater line easement and temporary workspace easement granted to the City of

Austin, as described in Vol. 13394, page 2195, of the Real Property Records of Travis County, Texas.

13. Building setback line(s) as provided in restrictions of record under Document Number 2003145929, of the Official Public Records of Travis County, Texas.

14. An easement for ingress and egress across all tracts, as described in those Deeds of Trust recorded in Document Numbers 2005153801 and 2005153802, in the Official Public Records of Travis County, Texas. Said easement is to terminate upon the recording of a subdivision plat which provided for access to a public street of streets for all of the mortgaged property in said instrument.

15. An undivided one-half interest in and to all oil and gas, the royalties, bonuses, rentals, and all other rights in connection with the same, excepting executive rights together with the full and exclusive right to execute all leases with respect to oil and gas, all of which are expressly excepted herefrom and not insured hereunder, as the same are set forth in an instrument recorded in Volume 8463, Page 835, of the Real Property Records of Travis County, Texas. The reservation further provides that the Grantee and its successors and assigns shall not execute any oil or gas lease that provided for less than a one-sixth royalty interest without the approval of the Grantors and their heirs, successors and assigns.

16. All terms, conditions and provisions of that certain Boundary Agreement, dated March 18, 1983, of record in Vol. 8028, Page 448, of the Real Property Records of Travis County, Texas.

17. All terms, conditions and provisions of that certain Memorandum of Agreement, dated July 31, 1989, of record in Vol. 10997, Page 445, of the Real Property Records of Travis County, Texas.

18. All terms, conditions, and provisions of that certain Interlocal Agreement Regarding Temporary Wholesale Water and Wastewater Services, dated April 3, 1998, of record in Volume 13161, Page 331, of the Real Property Records of Travis County, Texas.

19. All terms, conditions and provisions of that certain Agreement Regarding Dedication of Roads, dated July 3, 2001, of record in Document Number 2001108430, of the Official Public Records of Travis County, Texas, as modified under Document Number 2002087961, of the Official Public Records of Travis County, Texas.

20. All terms, conditions, and provision of that certain Driveway Easement Agreement dated April 3, 2006, of record under Document Number 2006127402, of the Official Public Records of Travis County, Texas.

21. Subject to reversionary rights contained in that Special Warranty Deed filed on 8 Nov. 2007 from Village @ Northtown, Ltd. as grantor, to Travis County as grantee, recorded under Document Number 2007205042 of the Official Public Records of Travis County, Texas.



**Recorders Memorandum**-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2007 Nov 08 04:27 PM 2007205042

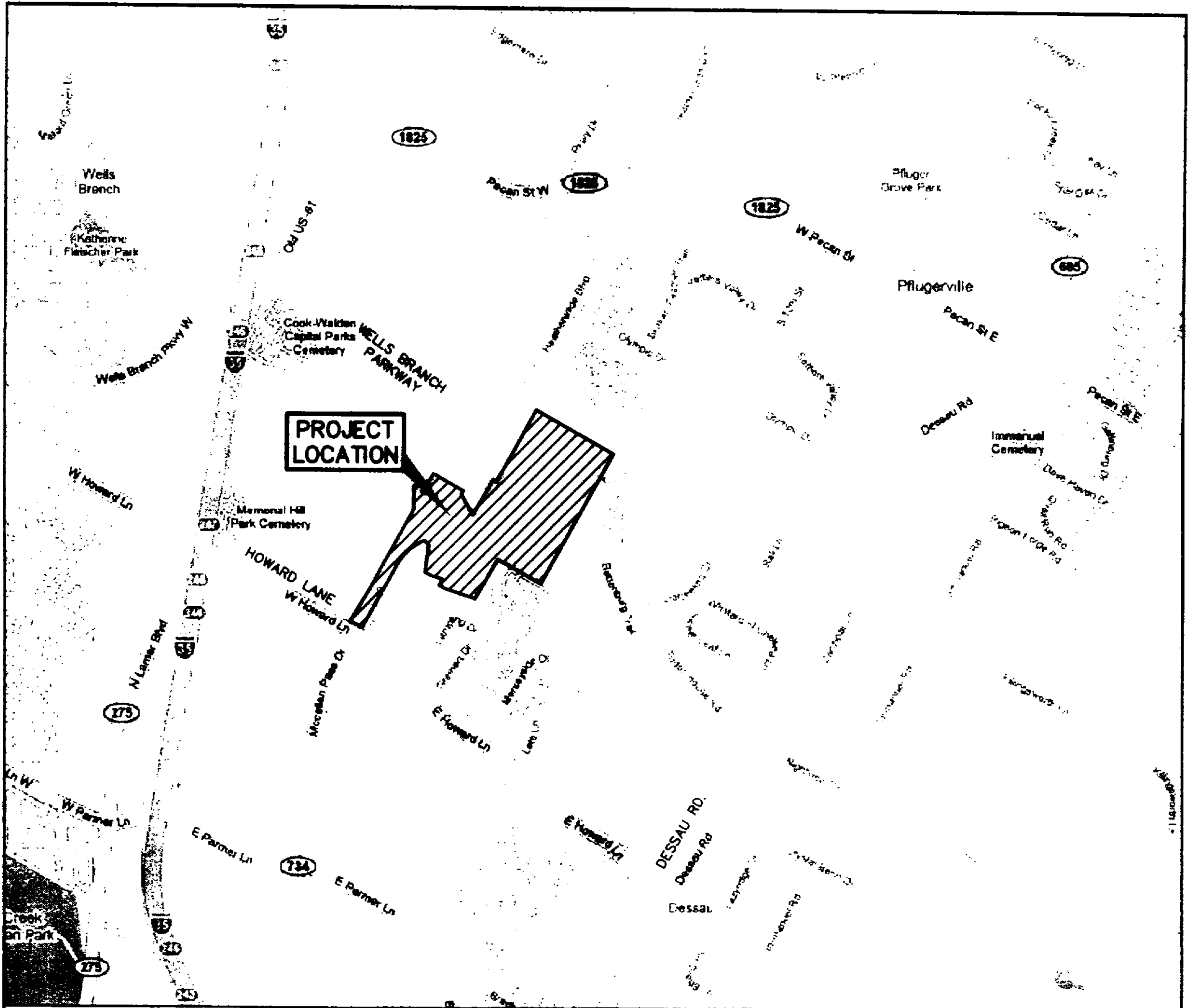
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DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS







**LOCATION MAP**  
NTS

## Travis County Commissioners' Court Agenda Request

Meeting Date:   DECEMBER 2, 2008  

I. A. Requestor:   JUDGE BISCOE   Phone #   854-9555  

B. Specific Agenda Wording:

REAPPOINT ROBERT HENDEE, M.D. TO THE TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD, EFFECTIVE IMMEDIATELY THROUGH DECEMBER 2011.

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.

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session December 2, 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 a Resolution to waive Redemption Lock-Out Provision to redeem Multifamily Housing Revenue Bonds (Fort Branch Landing Project) Series 2000.

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.

03 NOV 26 AM 11:05  
RECEIVED  
COUNTY JUDGE'S OFFICE

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**

DATE: December 2, 2008  
TO: Board of Directors, Travis Housing Finance Corporation  
FROM: Harvey L. Davis, Manager   
SUBJECT: Fort Branch Landing Apartments

**Summary and Background Information:**

On December 1, 2000, the Corporation issued \$12,318,000 in Bonds for the construction of a 250-unit multifamily residential development called Fort Branch Landing Apartment Project. The Project is located at 5800 Techni Center Drive. The owner is Fort Branch Landing L.P., a Texas limited partnership.

**Request by Owner of Fort Branch Landing**

- The owner wishes to pay off the bonds early on December 29, 2008.
- The reason for the early redemption is to refinance the project allowing for positive cash flows.
- The owner has shown good faith in prior years by paying the annual fees in spite of negative cash flows.

**Items of Note**

- Early redemption of the bonds will cause a loss of the annual fees from 2009-2017 (approx. \$100,000).
- The affordable housing requirements remain until 2015 (15 years). The Corporation will have ongoing oversight responsibilities.
- Staff completed a compliance examination in 2003. The exam uncovered very minor issues and those were easily resolved.

Attached is an e-mail from the owner asking the Board to waive the future annual fees.

Staff request guidance for negotiations with the owner due to the lost annual fees and the continuing oversight obligations.

cc: Rodney Rhoades, Executive Manager, Planning and Budget  
Cliff Blount, Esq.  
Leroy Nellis, Budget Manager  
Mary Mayes, Assistant Manager  
Miguel Gonzalez, Sr. Financial Analyst



**NAMAN HOWELL  
SMITH & LEE**  
A REGISTERED LIMITED LIABILITY PARTNERSHIP

*MEMORANDUM*  
*from*  
**William C. Blount**

(512) 479-0300  
Fax (512) 474-1901  
*E-mail: blount@namanhowell.com*

**TO:** Board of Directors of Travis County Housing Finance Corporation

**DATE:** November 25, 2008

**RE:** Request to waive Redemption Lock-Out Provision to redeem Multifamily Housing Revenue Bonds (Fort Branch Landing Project) Series 2000

**Agenda Date:** December 2, 2008

We have received a request to waive a restriction on the optional redemption of the above-referenced Bonds. The request from the owner of the project is attached. As the letter states, Section 3.3(a) of the Trust Indenture related to the Bonds provides that the Bonds may not be optionally (voluntarily) redeemed until after December 12, 2017. This is a relatively common provision inserted by parties to a transaction who may desire to have the debt remain outstanding for a certain number of years. The bondholder has agreed to waive this provision and the letter evidencing that approval is attached also.

Attached is a draft resolution waiving the redemption provision.

Please give me a call if you have any questions regarding this matter before Tuesday.

cc: Harvey Davis



**Harvey Davis - Fort Branch Landing Redemption**

**From:** "David Rae"  
**To:**  
**Date:** 11/21/2008 11:25 AM  
**Subject:** Fort Branch Landing Redemption  
**CC:** , "Terry Campbell"

Mr. Davis:

I am writing at your request to outline our motivation for the request to redeem the bonds on the Fort Branch Landing apartments.

While I do not believe we are technically required to gain the permission of the Issuer to redeem the bonds, our new lender has requested your consent and we thought it appropriate. As I explained to you on the telephone, Fort Branch Landing has been in a negative cashflow position for the last 8 years and as a result Campbell Hogue Associates Inc. has funded a **very significant** amount over that period to make certain the obligations of the partnership were met, including payment of **all** the Issuer fees to date. We have not been delinquent on a single mortgage payment and the partnership has to date met all of its obligations.

Currently the property is operating at a slight negative (much improved from the early years), but the fact is we are still having to fund the project periodically so as to meet its financial obligations. This refinance will alleviate that situation by lowering the overall debt service on the property thus allowing for some positive cashflow to support the continued work of the YMCA, increase reserves, and maybe even begin to recoup some of the advances we have made to date.

We understand that by acknowledging your approval of the redemption that Travis County Housing Finance will be giving up the annual fees associated with being the Issuer on the project, but under the circumstances we would greatly appreciate your consent. Incidentally, the redemption of the bonds does not in anyway affect the LURA for the property. The property will continue to be an affordable property serving Travis County residents that earn less than 60% of the median.

Thanks for your consideration.

We look forward to hearing from you soon.

*David G. Rae*

*Campbell-Hogue & Associates, Inc.*

*Tel: (952) 401-1087*

*Fax: (952) 380-4900*

*Mbl: (952) 270-2559*

*Campbell-Hogue.com*



**C A M P B E L L  
H O G U E**  
AND ASSOCIATES, INC

**VIA E-MAIL AND REGULAR MAIL**

November 13, 2008

**Trustee:**

Mr. Israel Lugo, Vice President  
US Bank Trust Services  
5555 San Felipe; Suite 1150  
Houston, TX 77056

**Issuer:**

Travis County Housing Finance Corporation  
c/o Harvey Davis, Manager  
P.O. Box 1748  
Austin, Texas 78767

Re: Fort Branch Landing Apartments  
Trust Indenture dated December 1, 2000

Dear Mr. Lugo and Mr. Davis:

Pursuant to paragraph 3.3 (a) of the above referenced Trust Indenture, The Borrower is hereby requesting a waiver for the restriction on the redemption of the Bonds prior to December 12, 2017 from both the Trustee and the Issuer. The Bond Holder, as shown in the attached letter Exhibit A, has agreed to the early redemption without penalty.

Pursuant to the above requested waiver and paragraph 3.3(d) of the Trust Indenture, the Borrower is hereby providing Notice of its intent to redeem the Bonds at a redemption price equal to 100% of the outstanding principal amount of the Bonds (currently estimated to be \$11,746,944.87) on or prior to December 31, 2008, or such other date as mutually agreed (the Redemption Date). On the Redemption Date the Bonds called for redemption will be payable upon surrender of such Bonds at the principal corporate office of the Trustee.

Kindly provide your written approval for the redemption at your earliest convenience. Should you require anything further from us please let me know.

Sincerely

David G. Rae  
Vice President/CFO

MINNESOTA

19245 State Hwy #7

Shorewood, MN  
55331

{952} 401-1087  
FX {952} 380-4900

WASHINGTON

1200 112th Ave., NE  
Suite C-143

Bellevue, WA  
98004-3708

{425} 455-3879  
FX {425} 454-3468

EXHIBIT A



MMA Financial, LLC

621 East Pratt Street, 3rd Floor  
Baltimore, Maryland 21202-3140  
T 443.263.2900 F 410.727.5387  
www.MMAfin.com

A MuniMae Company

November 13, 2008

Fort Branch Landing Limited Partnership  
c/o David G. Rae  
Campbell-Hogue & Associates, Inc.  
19245 Highway #7  
Shorewood, MN 55331

Re: Fort Branch Landing Apartments  
Trust Indenture dated December 1, 2000

Dear Mr. Rae:

We are writing to confirm that MuniMae TE Bond Subsidiary, LLC as the Bond Holder on the above described transaction, hereby agrees to waive the prohibition for the redemption of the bonds prior to December 12, 2017 pursuant to paragraph 3.3 (a) of the Trust Indenture dated December 1, 2000 and thereby will allow the Borrower to redeem the bonds effective immediately.

The Bond Holder hereby allows for the redemption of the bonds at 100% of the principal amount outstanding without penalty.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. A. Montesana'.

Gary A. Montesana  
Executive Vice President  
MuniMae TE Bond Subsidiary, LLC

INTEGRITY. INNOVATION. SERVICE.

BALTIMORE BOSTON CLEARWATER ATLANTA BOULDER CHICAGO DALLAS DETROIT NEW YORK SAN DIEGO SAN FRANCISCO WASHINGTON D.C.

### ARTICLE III

#### INTEREST RATE; PAYMENT AND REDEMPTION OF BONDS

**SECTION 3.1. Interest on the Bonds.** The Bonds shall bear interest at the Tax-Exempt Rate; provided, however, that following the occurrence and during the continuance of an Event of Taxability, the Bonds shall bear interest at the Taxable Rate; and provided further that if the Issuer fails to make any payment of interest, principal or premium on the date when due and payable, the Issuer shall pay (but solely from the Pledged Receipts) interest on the Bonds at the Default Rate, beginning on the date such payment was due and continuing until such overdue payment is made.

**SECTION 3.2. Payment of Principal and Interest on Bonds.** Principal and interest on the Bonds shall be payable in lawful money of the United States which is legal tender for the payment of all debts and dues, public and private, at the time of payment, in the following manner: (a) commencing on January 1, 2001 and continuing on each Interest Payment Date through and including the Conversion Date, interest only on the outstanding principal balance of the Bonds at the Applicable Rate shall be due and payable in arrears; (b) commencing on the first Interest Payment Date following the Conversion Date, and continuing on each Interest Payment Date thereafter through and including the Maturity Date, monthly payments of principal and interest on the outstanding principal balance of the Bonds at the Applicable Rate shall be due and payable in the amounts set forth in the amortization schedule attached hereto as Exhibit D; and (c) the Bonds shall mature, and the entire unpaid principal balance thereof, premium (if any) and all accrued and unpaid interest thereon shall be due and payable, on the Maturity Date if not paid earlier. To the extent more than one Bond is issued and outstanding at any one time under the terms of this Indenture, payments of principal, interest and premium (if any) on the Bonds shall be made in a pro rata manner based on the outstanding principal amount of such Bonds.

**SECTION 3.3. Redemption of Bonds.** The Bonds shall be subject to redemption as follows:

(a) Optional Redemption at Direction of Borrower. The Bonds may not be optionally redeemed by the Borrower, in whole or in part, at any time prior to December 12, 2017. From and after December 12, 2017, the Bonds shall be subject to redemption at the option of the Issuer, in whole or in part, on any date for which timely notice of redemption is given, at the written direction of the Borrower, at a redemption price equal to 100% of the principal amount of the Bonds (or portion thereof) being redeemed, plus interest accrued to the redemption date. ✕

(b) Optional Redemption at Direction of Sole Holder, Servicing Agent, and Holders.

(i) The Bonds are subject to redemption, in whole, at the option of the Issuer acting at the written direction of the Holders of a majority of the outstanding principal amount of the Bonds upon the occurrence of an Event of Taxability, but only if so directed in writing by the Holders within ninety (90) days of the occurrence of an Event of Taxability, at a redemption price equal to 106% of the principal amount of the

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**RESOLUTION WAIVING OPTIONAL REDEMPTION PROVISION**  
**FORT BRANCH LANDING APARTMENTS**

WHEREAS, the Travis County Housing Finance Corporation (the "Issuer") issued its Travis County Housing Finance Corporation MultiFamily Housing Revenue Refunding Bonds (Fort Branch Landing Project) Series 2000 (the "Bonds") to finance the construction and equipping of Fort Branch Landing Apartments in Travis County, Texas (the "Apartments"); and

WHEREAS, the Issuer has received a request to waive a provision contained in Section 3.3(a) of the Trust Indenture dated as of December 1, 2000, between the Issuer and The Bank of New York, as Trustee (the "Indenture") related to the Bonds, preventing the optional redemption of the Bonds at any time prior to December 12, 2017; and

WHEREAS, the sole owner of the Bonds, MuniMae TE Bond Subsidiary, LLC, has waived the provision contained in Section 3.3(a) of the Indenture preventing optional redemption of the Bonds prior to December 12, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ISSUER THAT:

1. The Issuer hereby waives the provision contained in Section 3.3(a) of the Indenture preventing an optional redemption of the Bonds prior to December 12, 2017. All other provisions of the Indenture and related Bond documents shall remain in full force and effect.
2. This Resolution shall be effective upon its passing.

**CERTIFICATION**

The above resolution, adopted by the Board of Directors of the Travis County Housing Finance Corporation at a meeting held on the 2nd day of December, 2008, is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of such Corporation.

WITNESS my hand and seal of office this 2nd day of December, 2008.

\_\_\_\_\_  
Margaret Gomez, Secretary

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session December 2, 2008 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
Elected Official
- B. Requested Text: Receive summary report from Travis County ESD #3 about the success of Fire Academy class #6 cadet programs.

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 26 AM 9:17  
RECEIVED  
COUNTY JUDGE'S OFFICE



# OAK HILL FIRE DEPARTMENT

Travis County Emergency Services District #3

November 25, 2008

The Honorable Judge Biscoe  
Travis County Housing Finance Corporation  
314 W. 11<sup>th</sup> Street, #520  
Austin, TX 78701

## Station 1

9211 Circle Drive  
Austin, TX 78736  
T: 512-288-5576  
F: 512-288-5903

Re: Summary Report for Oak Hill Fire Academy #6

The Travis County Housing Finance Corporation awarded a grant to Travis County Emergency Services District #3 for five scholarships in the Oak Hill Fire Academy class #6. Fire Academy class #6 conducted its graduation ceremony on November 15, 2008 with a total of 19 graduates, including three scholarship recipients.

Each of these graduates demonstrated a commitment to their training and a sense of honor as selected for a Travis County scholarship award. All three of these candidates not only successfully completed the Fire Academy coursework, but also have taken and passed the Texas Commission on Fire Protection's examination, a requirement to work as a paid firefighter in the State of Texas. Eliberto Contreras completed the course with a grade average of 74, Dustin Davis completed with a grade average of 88, and Jason Martinez completed the course with a grade average of 76. All three scholarship recipients held perfect attendance records, and had perfect "conduct point" scores of 100.

It is notable that the overall class performance on the state examination was an 85.4%, worthy of special recognition by the Texas Commission on Fire Protection. TCESD#3 believes strongly in our goal to train people with outstanding quality to improve their lives, but more importantly, to improve the quality and level of service emergency responders in the Travis County community are able to provide to the betterment of its citizens. The performance of these scholarship recipients and their classmates demonstrates the commitment of the Fire Academy in its desire to deliver quality training and also highlights the commitment these men and women have made to prepare themselves to give back to their communities.

Sincerely,

Jeffrey J. Wittig  
Assistant Fire Chief  
Travis County Emergency Services Districts #3 & #9

Ec: Harvey Davis

## Station 2

4111 Barton Creek Blvd  
Austin, TX 78735  
T: 512-288-5534  
F: 512-288-5844

## Administrative

4111 Barton Creek Blvd  
Austin, TX 78735  
T: 512-288-5534  
F: 512-288-5844



**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session December 2, 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 that funds distributed for two cadet seats that were ineligible or failed to complete the training be held in account for Travis County ESD #3 for application in its next Fire Academy, currently being advertised to begin on February 3, 2009.

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 24 PM 2:04  
RECEIVED  
COUNTY CLERK'S OFFICE

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**

DATE: December 2, 2008  
TO: Board of Directors, Travis Housing Finance Corporation  
FROM: Harvey Davis, Manager   
SUBJECT: Scholarship Grant for Oak Hill Regional Fire Academy #6

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On April 1, 2008, the Board approved a request by the Oak Hill Fire Department (i.e. Travis County Emergency Services District No. 3, "TCESD03") to provide \$15,000 for five (5) scholarship grants.

Agreement Highlights:

**Parties:** *TCHFC and TCESD03*

**Total funding:** *\$15,000*

**Date funds are available:** *on or before June 30, 2008*

**Purpose of funds:** *provide five (5), \$3,000 scholarships to cadets attending the Oak Hill Regional Fire Academy #6.*

**Eligibility:** *Cadets must reasonably prove actual financial hardship for self funding and be at or below 80% Area Median Family Income.*

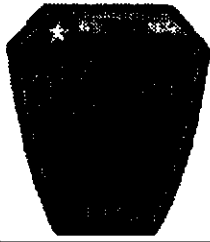
Oak Hill has informed the Corporation that two cadets did not meet the qualifications for the scholarship funds (one was over income and one was dismissed).

The contract provides that "TCESD03 will repay to TCHFC any portion of the Funds not used for the purposed identified in the Proposal and this agreement,...".

Attached is a request from Oak Hill to use the funds (\$6,000) due the Corporation to fund two scholarships in their next Academy that is schedule to start in February.

Staff recommends approval of the request.

cc: Cliff Blount, Esq.  
Leroy Nellis, Budget Manager  
Harvey Davis, Manager  
Mary Mayes, Assistant Manager



# **OAK HILL FIRE DEPARTMENT**

**Travis County Emergency Services District #3**

November 21, 2008

## **Station 1**

9211 Circle Drive  
Austin, TX 78736  
T: 512-288-5576  
F: 512-288-5903

## **Station 2**

4111 Barton Creek Blvd  
Austin, TX 78735  
T: 512-288-5534  
F: 512-288-5844

## **Administrative**

4111 Barton Creek Blvd  
Austin, TX 78735  
T: 512-288-5534  
F: 512-288-5844

The Honorable Judge Biscoe  
Travis County Commissioners Court  
314 W. 11<sup>th</sup> Street, #520  
Austin, TX 78701

Re: Scholarships for Oak Hill Fire Academy #6

Dear Judge Biscoe:

The Travis County Housing Finance Corporation awarded a grant to Travis County Emergency Services District #3 for five scholarships in the Oak Hill Fire Academy class #6. Fire Academy class #6 conducted its graduation ceremony on November 15, 2008 with a total of 19 graduates.

At the onset of the Fire Academy class #6 cadet program, we were able to select five recipients for the Travis County scholarships. We have since developed a formal application process for scholarship candidates and found that one of the five selected cadets was not eligible based on the median family income requirements. Caroline Frost was no longer eligible for the scholarship, but we absorbed the cost for this cadet to continue in the Fire Academy. She was able to graduate as the class valedictorian.

One other scholarship candidate cadet encountered some difficulties with academic eligibility to remain in the cadet program and was subsequently dismissed from the Fire Academy. Cedric Foster was counseled over the course of the Fire Academy, but his academic performance and resulting "conduct points" prevented him from being able to successfully complete the Fire Academy training.

Based on these circumstances, Travis County ESD #3 is proud to announce the graduation of three Travis County scholarship candidates; Eliberto Contreras, Dustin Davis, and Jason Martinez. Each of these candidates demonstrated a commitment to their training and a sense of honor as selected for a Travis County scholarship award. All three of these candidates not only completed the Fire Academy coursework, but also have taken and passed the Texas Commission on Fire Protection's examination, a requirement to work as a paid firefighter in the State of Texas.

Travis County ESD #3 respectfully requests that the funds distributed for the two cadet seats that were ineligible or failed to complete the training be held in account at Travis County ESD #3 for application in its next Fire Academy, currently being advertised to begin on February 3, 2009. With our formal application process for scholarship assistance, we believe we will be able to award scholarships to those that meet the initial criteria in a more consistent fashion.

Travis County ESD #3 / Oak Hill Fire Department wishes to thank Your Honor and the Court for your consideration of the Oak Hill Fire Academy for a grant for scholarship in the Academy. It is also notable that the overall class performance on the state examination was such that their examination average was an 85.4%, worthy of special recognition by the Texas Commission on Fire Protection. We believe strongly in our goal to train people with outstanding quality to improve their lives, but more importantly, to improve the quality and level of service emergency responders in the Travis County community are able to provide to the betterment of its citizens. The performance of these candidates and their classmates demonstrates the commitment of the Fire Academy in its desire to deliver quality training and also highlights the commitment these men and women have made to preparing themselves to give back to their communities.

Again, we thank you for your support and consideration in these matters and look forward to your favorable response.

Sincerely,

A handwritten signature in black ink, appearing to read 'JJ Wittig', with a stylized flourish extending from the end.

Jeffrey J. Wittig  
Assistant Fire Chief  
Travis County Emergency Services Districts #3 & #9

Ec: Commissioner Gerald Daugherty  
Bob Moore  
Harvey Davis