

Travis County Commissioners Court Agenda Request

Voting Session ~~12/30/08~~ 1/21/09  
(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 January 20, 2009 to discuss and approve a total subdivision vacation in Precinct Two: Scarbrough Subdivision, (Short form plat – 9 Lots – 67.311 acres - Bratton Lane – City 2 Mile ETJ).**

**B. Approve setting a public hearing January 20, 2009 to discuss and approve a replat for a subdivision in Precinct Two: Replat of Lots 1-9, Scarbrough Subdivision, (Short form plat – 11 Lots – 67.311 acres - Bratton Lane – Fiscal required and posted with City of Austin – Sewage service to be provided by City of Austin – City 2 Mile ETJ).**

C. Approved by:

\_\_\_\_\_  
Commissioner Sarah Eckhardt, Precinct Two

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

Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

**MEMORANDUM**

December 19, 2008,

TO: Members of the Commissioners Court

THROUGH: *Joseph P. Gieselman*  
Joseph P. Gieselman, Executive Manager

FROM: *Anna* Anna Bowlin, Program Manager, Planning and Engineering Services

SUBJECT: Vacate and Replat of Scarbrough Subdivision

- A. Approve setting a public hearing January 20, 2009 to discuss and approve a total subdivision vacation in Precinct Two: Scarbrough Subdivision, (Short form plat – 9 Lots – 67.311 acres - Bratton Lane – City of Austin 2 Mile ETJ).
- B. Approve setting a public hearing January 20, 2009 to discuss and approve a replat for a subdivision in Precinct Two: Replat of Lots 1-9, Scarbrough Subdivision, (Short form plat – 11 Lots – 67.311 acres - Bratton Lane – Fiscal required and posted with City of Austin – Sewage service to be provided by City of Austin – City of Austin - 2 Mile ETJ).

***SUMMARY AND STAFF RECOMMENDATION:***

The applicant is requesting a total vacation of the Scarbrough Subdivision in order to remove all restrictions of the original plat as per Texas Local Government Code. Similarly, a replat of the same acreage has been submitted for approval. Because the applicant is not proposing any residential uses of any type, parkland requirement are not applicable. The applicant also intends to reconfigure the original subdivision by adding 3 more lots.

This vacation and replat application meets all Single Office (Travis County and City of Austin) standards and has been approved by the City of Austin, TNR staff recommends approval of the vacation and replat.

***ISSUES:***

Staff has not received any contact from any neighborhood group or any adjacent property owner.

**BUDGETARY AND FISCAL IMPACT:**

None.

**REQUIRED AUTHORIZATIONS:**

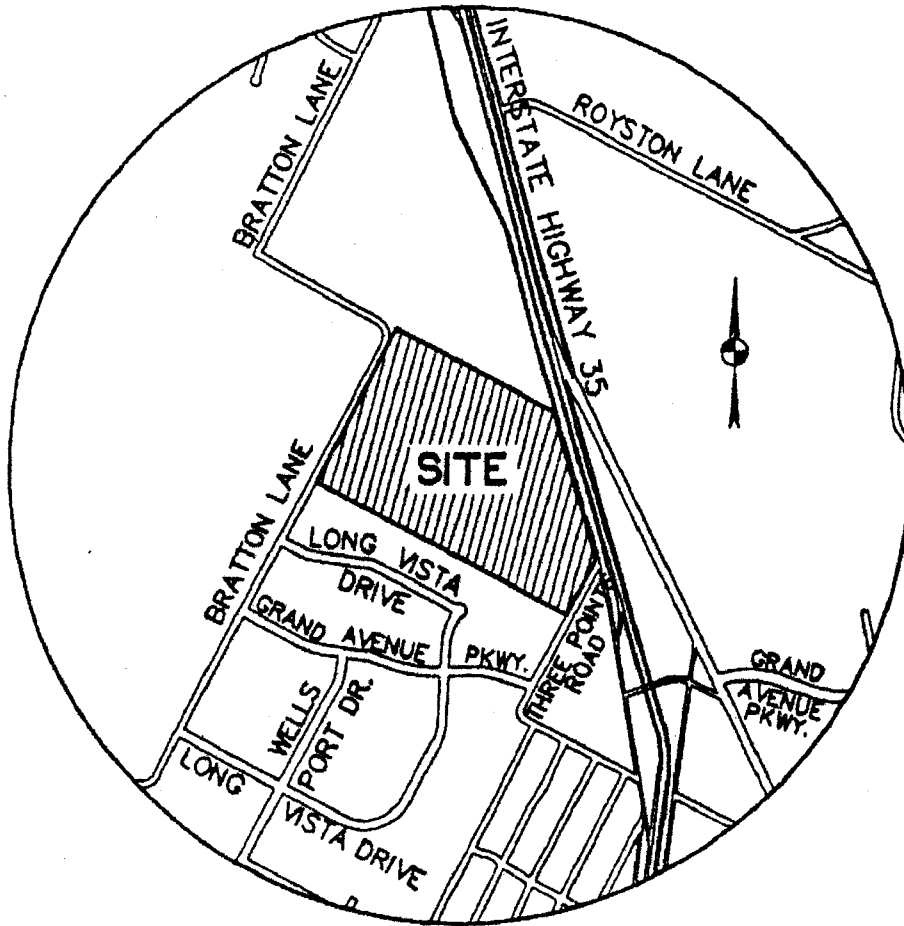
None

**EXHIBITS:**

Location map, Original plat, Proposed plat and vacation document

AMB: JA

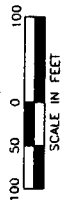
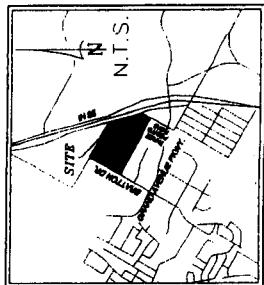




### Location Map

SCARBROUGH REPLAT  
16050 North IH 35 Service Road South Bound, Austin, Texas  
Case No. C8J-2007-0123.0A

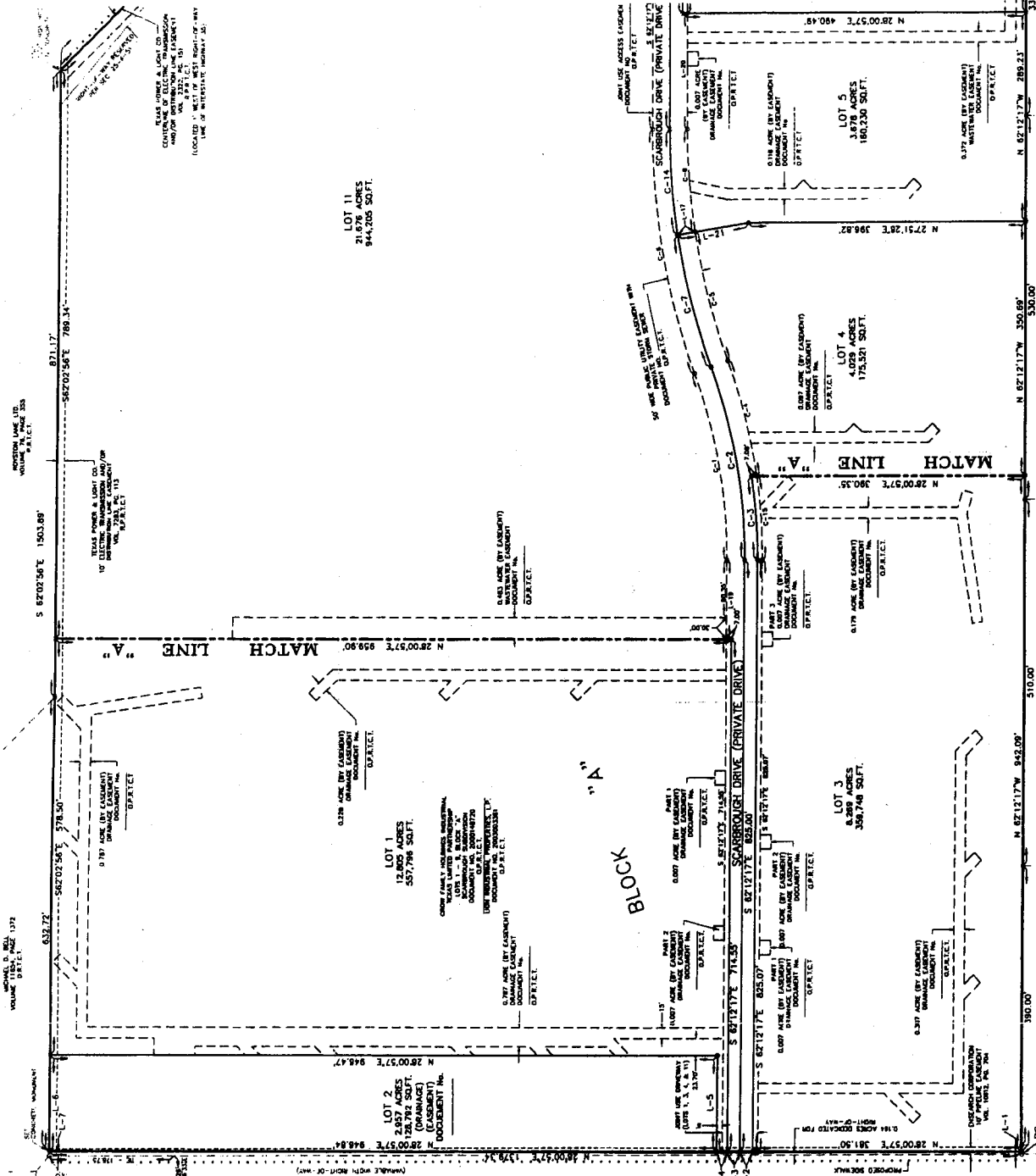
SCARBROUGH SUBDIVISION, LOTS 1-11, BLOCK A, A REPLAT OF SCARBROUGH SUBDIVISION, A NINE LOT SUBDIVISION



LINE	BEARING	CHORD	CHORD BEARING
L-1	S 82°12'17"E	3.39	N 27°33'00"W
L-2	N 28°00'57"E	18.00	N 27°33'00"W
L-3	N 28°00'57"E	18.00	S 66°31'53"E
L-4	N 28°00'57"E	15.00	S 76°50'13"W
L-5	S 82°12'17"E	136.05	S 27°04'42"E
L-6	N 62°02'56"W	136.05	S 27°33'00"E
L-7	N 62°02'56"W	6.99	S 66°43'58"E
L-8	N 01°13'39"W	100.58	N 86°07'51"W
L-9	S 62°12'17"E	19.29	N 86°03'32"W
L-10	S 16°41'53"E	26.30	S 85°59'34"E
L-11	S 16°41'53"E	18.03	N 83°19'49"W
L-12	S 16°41'53"E	18.03	S 66°43'58"E
L-13	S 16°41'53"E	15.02	S 66°29'29"E
L-14	S 62°12'17"E	39.71	S 85°46'28"E
L-15	N 18°44'20"E	25.00	N 81°18'42"E
L-16	S 62°12'17"E	110.35	
L-17	N 18°44'20"E	44.55	
L-18	S 14°38'19"E	110.35	
L-19	S 62°12'17"E	180.22	
L-20	S 62°12'17"E	101.35	
L-21	N 18°44'20"E	142.97	
L-22	S 62°12'17"E	142.97	

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C-1	735.00	20°41'27"	265.47	263.98	N 27°33'00"W
C-2	760.00	20°41'27"	274.45	272.96	N 27°33'00"W
C-3	778.00	08°39'12"	117.50	117.39	S 66°31'53"E
C-4	785.00	12°07'01"	166.01	165.70	S 76°50'13"W
C-5	905.00	11°38'03"	183.77	183.45	S 27°04'42"E
C-6	955.00	20°41'27"	344.87	343.00	S 27°33'00"E
C-7	930.00	11°38'03"	186.84	186.52	S 66°43'58"E
C-8	905.00	09°03'23"	143.05	142.80	S 85°59'34"E
C-9	403.00	47°51'08"	336.58	326.88	N 86°07'51"W
C-10	421.00	47°51'08"	340.55	340.51	N 86°03'32"W
C-11	439.00	47°34'36"	364.53	354.15	N 85°59'34"E
C-12	454.00	47°28'29"	376.18	365.51	N 83°19'49"W
C-13	469.00	25°49'40"	211.42	209.63	N 83°19'49"W
C-14	930.00	09°03'23"	147.00	146.85	S 66°43'58"E
C-15	785.00	08°34'25"	117.47	117.36	S 66°29'29"E
C-16	446.00	04°02'13"	33.05	33.04	S 85°46'28"E
C-17	469.00	21°47'27"	178.37	177.30	N 81°18'42"E

ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, MAG-83, CENTRAL ZONE. DISTANCES AND ANGLES SHOWN ARE SURFACE.



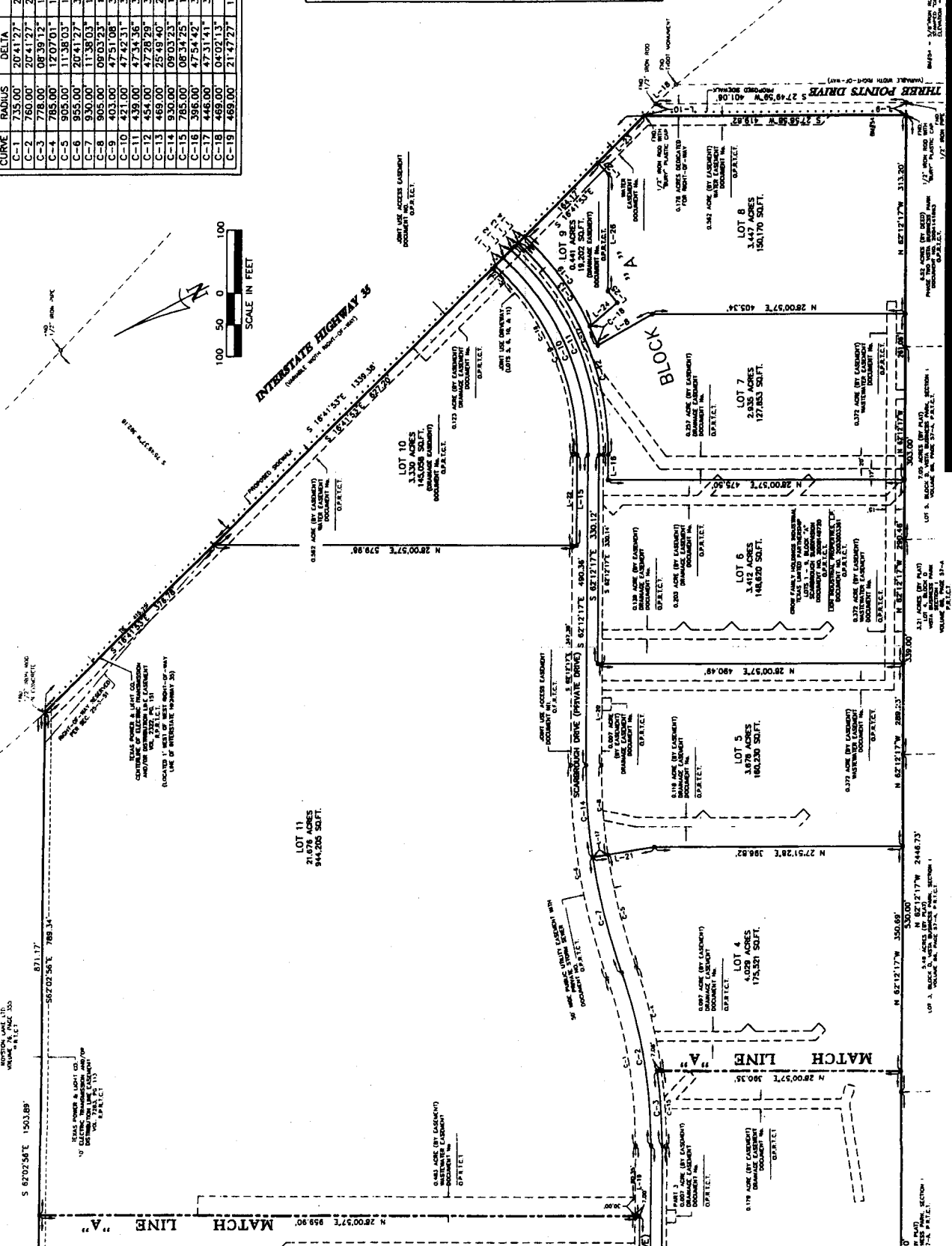
**Half Associates**  
 ARCHITECTS - ENGINEERS - PLANNERS - SURVEYORS  
 4201 WEST PARKER LANE, SUITE 100  
 AUSTIN, TEXAS 78727  
 PHONE (512) 719-9933 FAX 719-9944

**GORRONDONA & ASSOCIATES, INC.**  
 4201 WEST PARKER LANE, SUITE 100  
 AUSTIN, TEXAS 78727  
 PHONE (512) 719-9933 FAX 719-9944

**SCARBROUGH SUBDIVISION, LOTS 1-11, BLOCK A, A REPLAT OF SCARBROUGH SUBDIVISION, A NINE LOT SUBDIVISION**

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C-1	735.00	20°41'27"	265.42	283.98	N 72°33'00"W
C-2	760.00	20°41'27"	274.45	272.96	N 72°33'00"W
C-3	778.00	08°39'12"	117.50	117.39	S 66°31'53"E
C-4	785.00	12°07'01"	166.01	165.70	S 76°50'13"W
C-5	905.00	11°38'03"	183.77	183.45	S 77°04'42"E
C-6	955.00	20°41'27"	344.87	343.00	S 72°33'00"E
C-7	930.00	11°38'03"	188.84	188.52	S 77°04'42"E
C-8	905.00	08°39'12"	143.05	142.90	S 66°43'58"E
C-9	403.00	47°51'08"	336.58	328.88	N 86°07'51"W
C-10	421.00	47°42'31"	350.55	340.51	N 86°03'32"W
C-11	439.00	47°34'36"	364.53	354.15	S 85°59'34"E
C-12	454.00	47°28'29"	376.18	365.51	N 85°56'31"W
C-13	469.00	25°49'40"	211.42	209.63	N 83°19'49"E
C-14	930.00	09°03'23"	147.00	146.85	S 66°43'58"E
C-15	785.00	08°34'25"	117.47	117.36	S 66°29'29"E
C-16	396.00	47°54'42"	331.14	321.58	S 86°09'38"E
C-17	446.00	47°31'41"	369.97	359.45	S 85°58'07"E
C-18	469.00	04°02'13"	33.05	33.04	S 85°46'28"E
C-19	469.00	21°47'27"	178.37	177.30	N 81°18'42"E

LINE	BEARING	DISTANCE
L-1	S 67°12'17"E	13.30
L-2	N 28°00'37"E	18.00
L-3	N 28°00'37"E	18.00
L-4	N 28°00'37"E	18.00
L-5	S 67°12'17"E	13.20
L-6	N 67°09'56"W	132.05
L-7	N 67°09'56"W	132.05
L-8	N 01°33'30"W	100.58
L-9	S 67°12'17"E	19.28
L-10	S 16°41'53"E	26.30
L-11	S 16°41'53"E	18.03
L-12	S 16°41'53"E	18.03
L-13	S 16°41'53"E	15.02
L-14	S 16°41'53"E	15.02
L-15	N 62°12'17"W	143.00
L-16	S 62°12'17"E	39.71
L-17	N 18°44'20"E	25.00
L-18	N 14°38'19"E	44.55
L-19	S 62°12'17"E	110.35
L-20	S 62°12'17"E	160.22
L-21	N 18°44'20"E	101.35
L-22	S 62°12'17"E	142.97
L-23	S 16°41'53"E	105.13
L-24	S 11°41'53"E	57.79
L-25	N 78°18'07"E	24.01
L-26	S 62°08'39"E	184.17
L-27	N 73°18'07"E	25.45

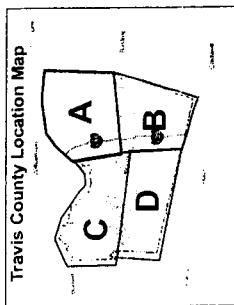


**GORRONDONA & ASSOCIATES, INC.**  
 4201 WEST FARMER LANE BUILDING B, SUITE 100  
 AUSTIN, TEXAS 78727  
 PHONE (512) 719-9933 FAX (512) 719-9944

**Half Associates**  
 REAL ESTATE BROKERS  
 10000 N. MOORE AVENUE, SUITE 400  
 FORT WORTH, TEXAS 76134  
 (817) 336-1111

ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, CENTRAL ZONE. DISTANCES AND AREAS SHOWN ARE SURFACE.  
 SHEET 3 OF 3





- Legend**
- State
  - Incorporated:
  - Travis Maintained
  - Not Maintained
  - Private
  - Rej. of Dedication
  - Undedicated, Private
  - Toll Road
  - Railroad
  - Water Body
  - Incorporated Area
  - Park or Preserve
  - County Boundary
  - Commissioner Precinct
  - Precinct 1
  - Precinct 2
  - Precinct 3

\*Note: For readability purposes, not all of the State maintained roadways are shown in red. Sources: CoA Roads - CoA 2008. Unincorporated Roads - Travis County 5/2008. Toll Road - various. Source: Aerial, GIS, Parks CoA 12/2008. Commissioner Precincts - Travis County Water Registrar 2002.

**Text Scale:**  
 1 inch equals 1,002 miles  
 1 inch equals 5,292 feet

Map Disclaimer: This map was created for the Travis County San-Cre 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

# Travis County Roadways, Map A

Precinct 1

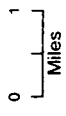
Precinct 2

Precinct 3

City of Pflugerville

City of Austin

Precinct 1



**TOTAL VACATION OF  
SCARBROUGH SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS **LIT INDUSTRIAL TEXAS LIMITED PARTNERSHIP** ("Proprietor") is the owner of all the real property included in Lots 1, 2, 3, 4, 5, 6, 7, 8, & 9 of Block A of Scarbrough Subdivision, A Nine Lot Subdivision, a subdivision located in Travis County, Texas, and within the Extraterritorial Jurisdiction of the City of Austin ("City"), of which is recorded in Document # 200000267 of the Official Records of Travis County, Texas (the "Plat"), and whereas said lots comprise all of the land encompassed by the Plat; and

WHEREAS, Proprietors now wish to vacate Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Block A of the Plat in accordance with the procedures set forth in Section 212.013 of the Texas Local Government Code

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS: That Proprietor does hereby declare that, subject to the approval by the City's City Council and Travis County Commissioners Court, Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Block A of said subdivision is vacated.

EXECUTED this 5<sup>th</sup> day of DECEMBER, 2008.

PROPRIETOR:

By: [Signature]  
John M. Clinton, LIT Texas Limited Partnership

THE STATE OF TEXAS

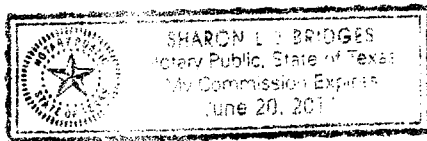
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared John M. Clinton, Vice President of Lion Industrial Trust, a Maryland real estate investment trust, manager of LIT GP Sub, LLC, a Delaware limited liability company, the general partner of Lion Industrial Properties, L.P., a Delaware limited partnership, the sole member of LIT Holdings GP, LLC, a Delaware limited liability company, general partner of LIT Industrial Limited Partnership, a Delaware limited partnership, the sole member of LIT-FTGP, L.L.C., a Delaware limited liability company, the sole general partner of LIT Industrial Texas Limited Partnership, a Delaware limited partnership, on behalf of said trust, limited liability companies and limited partnerships, known to me to be the person whose name is subscribed to in the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the 5<sup>th</sup> day of December, 2008.

[Signature]  
Notary Public in and for the State of Texas


My Commission Expires: 6/20/11



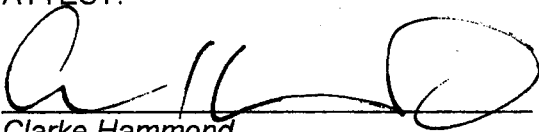
### Approval of Total Vacation

BE IT KNOWN, that on the 16 day of December, 2008, the *Planning Commission* of the City of *Austin*, at its regular meeting, did approve the total vacation of the subdivision known as *Scarborough Subdivision, A Nine Lot Subdivision*, a subdivision located in *Travis County, Texas*, and within the *Extraterritorial Jurisdiction* of the City of *Austin*, which is recorded in Document # 200000267 of the *Official Records of Travis County, Texas*, upon application therefore by all of the owners of all of the lots in said subdivision.

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
Betty Baker, Chair  
Zoning and Platting Commission  
City of Austin  
Travis County, Texas

ATTEST:

  
Clarke Hammond  
Executive Secretary  
Zoning and Platting Commission  
City of Austin

THE STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared *Betty Baker*, known to me to be the person whose name is subscribed to in the foregoing instrument of writing as Chair of the *Planning Commission* of the City of *Austin, Texas*, a municipal corporation, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_



STATE OF TEXAS

COUNTY OF TRAVIS

On \_\_\_\_\_, 20\_\_\_\_, the Travis County  
Commissioners Court approved the total cancellation of the subdivision known as  
Scarborough Subdivision, A Nine Lot Subdivision, as described above.

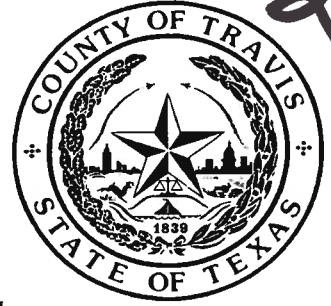
EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dana Debeauvoir, County Clerk  
Travis County, Texas

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

Return to:  
Travis County TNR  
Attention: Joe L. Arriaga  
P.O. Box 1748  
Austin, TX 78767

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST



**VOTING SESSION: January 21, 2009**

I. Request made by: Roger Jefferies *R*

Requested topic:

CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATION FROM  
OVERSIGHT COMMITTEE ON SELECTION OF THE DIRECTOR OF THE TRAVIS  
COUNTY OFFICE OF PARENTAL REPRESENTATION.

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 must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Judge Darlene Byrne

Judge Jeanne Muerer

Kimberly Pierce, CJP

\_\_\_\_\_

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 JAN 14 PM 1:24

III. Required Authorizations: Please check if applicable.

**Planning and Budget Office (854-9106)**

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

**Human Resources Department (854-9165)**

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

**Purchasing Office (854-9700)**

- Bid, Purchase Contract, Request for Proposal, Procurement

**County Attorney's Office (854-9415)**

- Contract, Agreement, Policy & Procedure


**AGENDA REQUEST DEADLINE:**


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



## MEMORANDUM

**To:** Travis County Commissioners Court

**Through:** Roger Jefferies, Executive Manager 

**From:** Kimberly Pierce, Manager 

**Date:** January 14, 2009

**Subject:** Travis County Office of Parental Representation

Travis County Civil District Courts recently applied for a state grant through the Texas Supreme Court, Court Improvement Programs (CIP), for the creation of two Public Defender Offices; one, representing children in child custody cases, and the other representing the parents. Travis County was awarded the grant(s) in June 2008. It is projected each of the offices' annual budgets will be \$754,930 and \$756,968, respectively. The grant is for three years with CIP funds for each office accounting for \$300,000 in year one, \$100,000 in year two and \$50,000 in the final third year; thereafter, Travis County will be responsible for 100% funding of both offices.

The State required an oversight committee be established that consists of two county commissioners, two members of the judiciary, a child advocate, and an attorney representing children and parents. The Oversight Committee met on December 10, 2008 and again on January 14, 2009 and interviewed the top four candidates for the Offices of Child and Parental Representation. The Oversight Committee has chosen Stephanie Ledesma as the Director of the Office of Parental Representation.

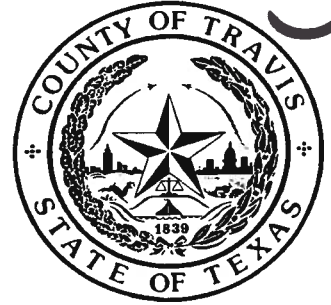
Ms. Ledesma has more than 11 years experience as an attorney representing parents, children, and foster parents in Child Protection Service (CPS) cases. Ms. Ledesma has developed close relationships with representatives from CPS, the District Attorneys Office, the civil judiciary, the juvenile justice system, the County Attorneys Office and Court Appointed Special Advocates (CASA).

Ms. Ledesma delivers Continuing Legal Education Seminars for her colleagues focusing on the representation of clients in CPS cases. Ms. Ledesma is a member of Cambridge Who's Who and the National Association of Counsel for Children.


Criminal Justice Planning respectfully requests approval of the Oversight Committees recommendation. Upon the Court's approval, the formal hiring process will begin.

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

3



**VOTING SESSION:** January 21, 2009

I. Request made by: Roger Jefferies 

Requested topic:

CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATION FROM  
OVERSIGHT COMMITTEE ON SELECTION OF DIRECTOR OF TRAVIS COUNTY  
OFFICE OF CHILD REPRESENTATION

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 must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Judge Darlene Byrne

Judge Jeanne Muerer

Kimberly Pierce, CJP

\_\_\_\_\_

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 JAN 14 PM 1:24

III. Required Authorizations: Please check if applicable.

**Planning and Budget Office (854-9106)**

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

**Human Resources Department (854-9165)**

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

**Purchasing Office (854-9700)**

- Bid, Purchase Contract, Request for Proposal, Procurement

**County Attorney's Office (854-9415)**

- Contract, Agreement, Policy & Procedure


**AGENDA REQUEST DEADLINE:**


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



## MEMORANDUM

**To:** Travis County Commissioners Court

**Through:** Roger Jefferies, Executive Manager 

**From:** Kimberly Pierce, Manager 

**Date:** January 14, 2009

**Subject:** Travis County Office of Child Representation

Travis County Civil District Courts recently applied for a state grant through the Texas Supreme Court, Court Improvement Programs (CIP), for the creation of two Public Defender Offices; one, representing children in child custody cases, and the other representing the parents. Travis County was awarded the grant(s) in June 2008. It is projected each of the offices' annual budgets will be \$754,930 and \$756,968, respectively. The grant is for three years with CIP funds for each office accounting for \$300,000 in year one, \$100,000 in year two and \$50,000 in the final third year; thereafter, Travis County will be responsible for 100% funding of both offices.

The State required an oversight committee be established that consists of two county commissioners, two members of the judiciary, a child advocate, and an attorney representing children and parents. The Oversight Committee met on December 10, 2008 and again on January 14, 2009 and interviewed the top four candidates for the Offices of Child and Parental Representation. The Oversight Committee has chosen Leslie Hill as the Director of the Office of Child Representation.

Ms. Hill has 15 years experience as an attorney. Ms. Hill has spent her legal career serving children and their families. Her work includes working with survivors of domestic violence, including children at SafePlace and Women's Advocacy Project. She also has experience in management, grant proposals and budget monitoring.

Ms. Hill currently serves as assistant district attorney representing the Texas Department of Family and Protective Services in civil legal cases involving abused and neglected children in Travis County.

Criminal Justice Planning respectfully requests approval of the Oversight Committees recommendation. Upon the Court's approval, the formal hiring process will begin.



# 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

4

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

*Cyd V. Grimes 1/12/09*

**Voting Session: Tuesday, January 20, 2009**

**REQUESTED ACTION:** APPROVE TWELVE-MONTH EXTENSIONS (MODIFICATION NO. 1) TO THE FOLLOWING CONTRACTS FOR WATER DAMAGE REMEDIATION, MOLD DAMAGE REMEDIATION AND DECONTAMINATION SERVICES:

- (A) 08K00072RV, BLACKMON MOORING OF TEXAS, INC.
- (B) 08K00127RV, SOUTHPRO RESTORATION SERVICES (COUNTYWIDE)

**Points of Contact:**

- Purchasing:** Richard Villareal
- Department:** HRMD: Linda Moore-Smith, Director; Dan Mansour; Chuck Watt
- County Attorney (when applicable):** John Hille
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro and Jose Palacios
- Other:** Alicia Perez, Executive Manager, Administrative Operations

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

These contracts require the vendor to provide water damage remediation, mold damage remediation and decontamination services throughout the county.

The proposed modification will extend the contracts for an additional twelve months through February 7, 2010. This extension is permitted in accordance with Section-00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled "Option to Extend."

➤ **Contract Expenditures:** Within the last 11 months, \$59,793.13 has been spent against these contracts.

Contract No. 08K00072RV - \$53,377.71

Contract No. 08K00127RV - \$6,415.42

➤ **Contract Modification Information:**

Modification Amount: N/A (as needed basis)

Modification Type: Annual Contract

Modification Period: February 8, 2009 through February 7, 2010

➤ **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.:
- Funding Account(s): 525-1140-522-4506
- Comments: Funding to be identified on each individual job.

➤ **Statutory Verification of Funding:**

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





*Human Resources Management Department*

1010 Lavaca Street, 2<sup>nd</sup> Floor  
Austin, Texas 78701

• (512) 854-9165 / FAX(512) 854-3128 •

P.O. Box 1748  
Austin, Texas 78767

---

DATE: December 12, 2008

TO: Richard Villareal, Purchasing Agent Assistant IV, Purchasing

FROM: Chuck Watt, Occupational Health & Safety Engineer, HRMD



SUBJECT: Option to extend – Contract 08K00072RV (Blackmon Mooring) & 08K00127RV  
(Southpro Restoration), Water Damage Remediation, Mold Damage Remediation and  
Decontamination Services

---

After careful evaluation, please extend these contracts for a one year extension. The 14 digit funding account number for this procurement is 525-1140-522-4506.

Thank you for your assistance.

Cc: Dan Mansour, Risk and Benefits Manager, HRMD  
File Copy

**MODIFICATION OF CONTRACT NUMBER: 08K00072RV, Water Damage Remediation, Mold Damage Remediation and Decontamination Services**

PAGE 1 OF 1 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Richard Villareal TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED:  <b>January 7, 2009</b>
ISSUED TO: <b>Blackmon Mooring of Texas, Inc.</b> Attn.: Mr. Mark Roth 4616 W. Howard Lane, Bldg. 7 Suite 700 Austin, Texas 78728	MODIFICATION NO.:  <b>One</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>February 8, 2008</b>
ORIGINAL CONTRACT TERM DATES: <u>February 8, 2008 – February 7, 2009</u>		CURRENT CONTRACT TERM DATES: <u>February 8, 2009 – February 7, 2010</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$ N/A as needed basis      Current Modified Amount \$ N/A 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.

The purpose of this modification is to exercise the option to extend the contract term for one (1) additional year in accordance with Section-00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled "Option to Extend".

A. The contract period is changed from: February 8, 2008 through February 7, 2009, to read: February 8, 2008 through February 10, 2010, a twelve month extension.

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

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

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>1/12/09</u>
---	-------------------------

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

**MODIFICATION OF CONTRACT NUMBER: 08K00127RV, Water Damage Remediation, Mold Damage Remediation and Decontamination Services**

PAGE 1 OF 1 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Richard Villareal TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED:  <b>January 7, 2009</b>
--	---	--

ISSUED TO: <b>Southpro Restoration Services Attn.: Mr. Garret McKenna 4009 Commercial Center Drive Suite 650 Austin, Texas 78744</b>	MODIFICATION NO.:  <b>One</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>February 8, 2008</b>
---	-------------------------------------	--

ORIGINAL CONTRACT TERM DATES: February 8, 2008 – February 7, 2009      CURRENT CONTRACT TERM DATES: February 8, 2009 – February 7, 2010.

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$ N/A as needed basis      Current Modified Amount \$ N/A 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.

The purpose of this modification is to exercise the option to extend the contract term for one (1) additional year in accordance with Section-00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled "Option to Extend".

A. The contract period is changed from: February 8, 2008 through February 7, 2009, to read: February 8, 2008 through February 10, 2010, a twelve month extension.

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

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

TRAVIS COUNTY, TEXAS BY: <u>YB/ Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>1/12/09</u>
---	-------------------------

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



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

5

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

*Cyd V. Grimes 1/12/09 YMB*

**Voting Session: Tuesday, January 20, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 08K00087JW, NORTH RIDGE ACRES WATERLINE IMPROVMENTS, BORETEX, LLC. (TNR)

***Points of Contact:***

**Purchasing:** Jason G. Walker

**Department:** (TNR), Joe Gieselman, Executive Manager; Steve Manilla, P.E., Public Works Director, Roger Schuck, P.E.

**County Attorney (when applicable):** Chris Gilmore

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

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

**Other:** Christy Moffett, HHS

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

TNR requests the approval of Change Order number three (3) for the above contract. This Change Order is for Pressure Relief Valves, Valve Boxes, and Hose Bib Vacuum Breakers at each residential hose bib, as required by the City of Austin (COA), as well as additional construction work required by COA to place rip rap around meter boxes. Also included are field quantity increases to the pavement repair bid item, and 15 additional days. This Change Order will increase the contract by \$63,310.21 from \$1,123,468.58 to \$1,186,778.79.

Change Order number two (2) added a 2" meter upgrade and 60 additional days. The contract amount was increased by \$851.44 from \$1,122, 617.14 to \$1,123,468.58

Change Order number one (1) increased the plan quantity of service taps and service connections, and added waterline components that were mandated by the City of Austin to meet their waterline regulations. The contract amount was increased by \$15,939.64, from \$1,106,677.50 to \$1,122,617.14.

This contract requires the contractor to provide and install approximately 2,000 linear feet of 12" trench-less PVC pipe and approximately 12,100 linear feet of direct bury 8" PVC pipe including all fire hydrants, valves, and appurtenances. Also included are

approximately 85 connections between the main line and water meters and approximately 127 service connections between water meters and residences in North Ridge Acres.

➤ **Contract Expenditures:** Within the last 12 months \$996,219.50 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$1,106,677.50 (Estimated quantity)

Contract Type: Construction

Contract Period: Through Completion

➤ **Contract Modification Information:**

Modification Amount: \$63,310.21 (Firm Amount)

Modification Type: Construction

Modification Period: Through completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

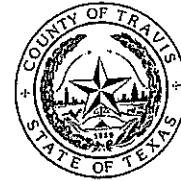
Purchase Requisition in H.T.E.: 460406

Funding Account(s): 653-4911-621-6099

Comments:

➤ **Statutory Verification of Funding:**

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



Jason  
1-7-09  
MB

**TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

JAN 7 2009

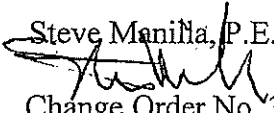
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

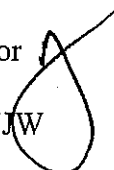
411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

January 6, 2009

**MEMORANDUM**

TO: Marvin Brice, Assistant County Purchasing Agent

FROM:  Steve Manilla, P.E., TNR Public Works Director

SUBJECT: Change Order No. 3 to Contract No. 08K00087JW  
Boretex, LLC  
North Ridge Acres Waterline Improvements 

The following information is for your use in preparing an agenda item for Commissioners Court to approve Change Order No. 3 for the North Ridge Acres Waterline Improvements Contract. Please contact me at 854-9429 if you have questions or need additional information.

**Proposed Motion:**

Consider and take appropriate action on a request to approve Change Order No 3 to a contract with Boretex, LLC. for the North Ridge Acres Waterline Improvement Project, in Precinct 2

**Summary and Staff Recommendations:**

This Change Order is for Pressure Relief Valves and Valve Boxes required by City of Austin (COA) due to high service line pressures of 65 PSI to 75 PSI and the additional construction work required by COA to place rip rap around meter boxes. The COA also required Hose Bib Vacuum Breakers at each residential hose bib to prevent back flow of potentially-contaminated-water-into-the-system. The required additional work will provide the safety features necessary for a pressure controlled system. In addition, this change order addresses field quantity increases to the pavement repair bid item.

The cost of adding the City required features to the project scope is \$40,353.31 and the additional pavement repair is \$22,956.90. The change order No 3 work will increase Boretex, LLC contract by \$63,310.21 from \$1,123,468.58 to \$1,186,778.79. TNR recommends approval of Change Order No. 3.

**Budgetary and Fiscal Impacts:**

The County's current budget for Northridge Waterline Project provides \$1,837,705 of funding for the project. The \$63,310.21 is encumbered on requisition number 460406. The account number is 653-4911-621-6099 and the com/sub is 968/099.

**Issues and Opportunities:**

The project is expected to be completed in February/March and another Change Order may be needed to connect additional homes to the new water supply system. The number of potential additional homes is not known at this time but the County will be notifying area residents of the impending shut down of the existing system in January, which should provide the impetus needed to identify any remaining homeowners that want to be connected to the new system.

Approval of this change order will allow the construction to proceed in compliance with the requirements of the COA Plumbing inspection department and the City's plumbing code. When completed, the existing water supply system will be abandoned and demolished and the City will become the operator of the new system.

**Background:**

The North Ridge Acres Waterline Improvements was initiated with a Six-Party Agreement in March 2005 when the County agreed to provide funding, project and financial management, and grant administration for the project under the terms of the Six Party Agreement. The signatories to the Six-Party Agreement are: City of Austin, Texas Water Development Board, the Northridge water Supply Corporation, Travis County, Williamson County and City of Austin Health District.

Attachments: Change order backup

CC: Brunilda Cruz, TNR Financial Services  
Roger Schuck, P.E., TNR Project Manager  
Melinda Mallia, TNR Grant Coordinator  
Donna Williams-Jones, TNR Financial Analyst

Account Balance Inquiry

Account number . . . . : 653-4911-621.60-99  
Fund . . . . . : 653 Williamson County CDBG  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 11 LAND DEVELOPMENT SERVICES  
Activity basic . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . :	0	
Revised budget . . . . . :	150,000	12/31/2008
Actual expenditures - current . . . . . :	.00	
Actual expenditures - ytd . . . . . :	.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	.00	0.0%
Unencumbered balance . . . . . :	150,000.00	100.0

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



PURCHASE REQUISITION NBR: 0000460406

REQUISITION BY: DONNA WILLIAMS 854-7677  
 SHIP TO LOCATION: TNR ADMIN - 11TH FLR  
 STATUS: DEPARTMENT APPROVAL  
 REASON: MODIFY PO#394780 CONTRACT 08K0087JW ATTN: JASON  
 SUGGESTED VENDOR: 70934 BORETEX LLC  
 DATE: 1/06/09

DELIVER BY DATE: 1/06/09

*Handwritten:* \$80,101.29 = 7.24%  
 \$1,106,077.50

\*\*\*\*\*  
 MOD #3 TO INCREASE  
 CONTRACT FROM  
 \$1,123,468.58 TO  
 \$1,186,778.79 FOR  
 ADDITIONAL WORK  
 REQUIRED BY THE CITY  
 OF AUSTIN  
 COMMODITY: PUBLIC WORKS/CONSTRUCTION  
 SUBCOMMOD: UTILITY WK/PRIVATE EASEMT  
 INVENTORY BUILDING: Z1 STOCK NO: 968-099-00005  
 RETAINAGE - NORTH RIDGE ACRES WATERLINE IMPRVMTS 3165.52 DOL 1.0000 3165.52  
 \*\*\*\*\*

REQUISITION TOTAL: 63310.21

LINE #	ACCOUNT	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	65349116216099	OTHER PURCHASED SERVICES					
		PROJECT M09653					
		WILLIAMSON COUNTY CDBG					
		AMOUNT				60144.69	
2	65349116216099	OTHER PURCHASED SERVICES					
		PROJECT M09653					
		WILLIAMSON COUNTY CDBG					
		AMOUNT				3165.52	

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:  
 20081223 RT COURT

63310.21

TRAVIS COUNTY - TNR  
Change Order No. 3 Northridge Acres Water Improvements

Approval of the following change in the Plans and/or Specifications is requested.

Field Change Request No. 3

Description:  
PCM 11, 12, and CWR 03  
This field change is requested for the following reason(s):  
Value engineering bid items

PCM 11, 12, and CWR 03

CONTRACTOR:  
Borelex, LLC.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	CURRENT CHANGE ORDER QUANTITIES			REVISED CONTRACT QUANTITIES			CURRENT CONTRACT QUANTITIES			PREVIOUS QUANTITIES	
			QTY	UNIT PRICE(\$)	AMOUNT	QTY	UNIT PRICE(\$)	AMOUNT	QTY	UNIT PRICE(\$)	AMOUNT	QTY	UNIT PRICE(\$)
N/A	Hook Flo-Flo ground meter boxes	SF	30	\$ 73.09	\$ 2,192.70	30	\$ 73.09	\$ 2,192.70	0	\$ 73.09	\$ -	-	-
N/A	3/4" PRV Valve and Valve Box	EA	150	\$ 173.90	\$ 25,995.00	150	\$ 173.90	\$ 25,995.00	0	\$ 173.90	\$ -	-	-
N/A	2" PRV Valve and Valve Box	EA	1	\$ 492.77	\$ 492.77	1	\$ 492.77	\$ 492.77	0	\$ 492.77	\$ -	-	-
N/A	3" PRV Valve and Valve Box	EA	1	\$ 3,889.34	\$ 3,889.34	1	\$ 3,889.34	\$ 3,889.34	0	\$ 3,889.34	\$ -	-	-
N/A	Fuse Box Vacuum Breaker	EA	225	\$ 94.86	\$ 21,443.50	225	\$ 94.86	\$ 21,443.50	0	\$ 94.86	\$ -	-	-
2	Pavement Repair	SY	785.23	\$ 30.00	\$ 23,556.90	5825.23	\$ 30.00	\$ 174,756.90	5,080	\$ 30.00	\$ 151,800.00	-	-
<b>TOTAL</b>					<b>\$ 63,310.21</b>			<b>\$ 215,110.21</b>			<b>\$ 151,800.00</b>		

Materials(s) Services(s) TOTAL

NET OVER/RUN/(UNDER)RUN \$ 63,310.21

TIME Extension: 15

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

NOTICE to the CONTRACTOR:  
This is your authority to proceed with this work at the rates named above.

REQUESTED BY: *[Signature]*  
Contractor Date *12-23-08*

RECOMMENDED FOR APPROVAL BY: *[Signature]*  
Public Works Director Date *1/6/09*

*[Signature]*  
Project Manager Date *12/23/08*

*[Signature]*  
Engineer Date *12/23/08*

APPROVED: *[Signature]*  
TNR Executive Manager Date *1/5/09*

*[Signature]*  
Purchasing Agent Date *1/23/09*

County Judge Date

RECEIVED  
JAN 7 2009



**PROPOSED CONTRACT MODIFICATION (PCM)**

<b>OWNER</b>	<u>TRAVIS COUNTY, TEXAS</u>	<b>PROJECT NO.</b>	
<b>PROJECT</b>	<u>NORTHRIDGE ACRES WATER IMP.</u>	<b>OWNER</b>	
<b>CONTRACTOR</b>	<u>BORETEX, LLC.</u>	<b>CONTRACTOR</b>	
<b>ENGINEER</b>	<u>ALAN PLUMMER ASSOCIATES INC</u>	<b>ENGINEER</b>	<u>0900-002-01</u>
	<u>MORTARED ROCK RIP-RAP</u>	<b>PCM NO.</b>	<u>11</u>

**NOTIFICATION TO CONTRACTOR:**

WE ARE CONSIDERING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT. A FIELD ORDER WILL BE ISSUED.
- SUBMIT A PRICE PROPOSAL WITH DETAILED COST BREAKDOWN AND REVISED SCHEDULE FOR PERFORMING THE DESCRIBED CHANGE.
- A CHANGE ORDER WILL BE ISSUED FOR PAYMENT AT THE UNIT PRICE BID.
- PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Stephen J. Coonan, P.E. DATE: 11/11/08

**CONTRACTOR'S RESPONSE:**

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. ISSUE FIELD ORDER.
- WE SUBMIT THE ATTACHED PRICE PROPOSAL WITH DETAILED COST BREAKDOWN AND REVISED SCHEDULE FOR PERFORMING THE DESCRIBED CHANGE. TOTAL COST IS \$ \_\_\_\_\_
- WE ARE PROCEEDING WITH THE CHANGE AT THE UNIT PRICE BID.
- WE ARE PROCEEDING WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**ACTION TAKEN:**

- PROPOSED CONTRACT MODIFICATION REJECTED. CONTRACTOR NOTIFIED NOT TO PROCEED.

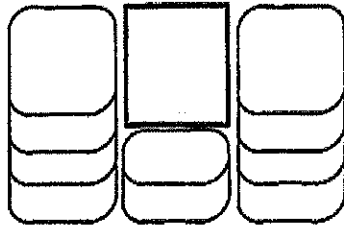
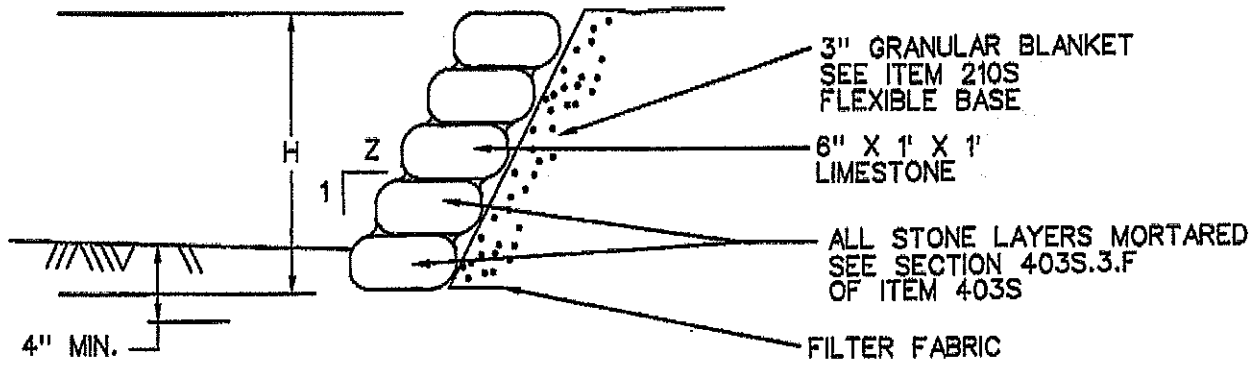
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

FIELD ORDER ISSUED: NO: \_\_\_\_\_ DATE: \_\_\_\_\_ BY: \_\_\_\_\_

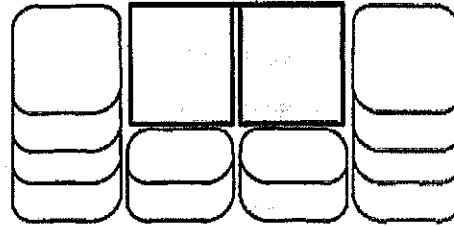
CHANGE ORDER ISSUED: NO: \_\_\_\_\_ DATE: \_\_\_\_\_ BY: \_\_\_\_\_

**INSTRUCTIONS:**

INSTALL MORTARED ROCK RIP-RAP AROUND METER BOXES INSTALLED IN THE SIDE SLOPE OF A DITCH PER THE ATTACHED DETAIL. "H" SHALL BE SUCH THAT THE TOP OF THE RIP-RAP IS FLUSH WITH THE TOP OF THE METER BOX. "Z" SHALL MATCH THE EXISTING SIDE SLOPE OF THE DITCH. THE LOCATION OF THE AFFECTED METER BOXES SHALL BE DETERMINED IN THE FIELD BY THE INSPECTOR. PROVIDE A UNIT PRICE PER SQUARE FOOT OF RIP-RAP INSTALLED FOR APPROXIMATELY 20-30 SQUARE FEET OF RIP-RAP.



SINGLE METER BOX  
TYPICAL SECTION



DOUBLE METER BOX  
TYPICAL SECTION



*Stephen J. Coonan*  
 11/13/08

PCM 11: MORTARED ROCK RIP-RAP

# QUOTE

## Boretex , LLC

ACCOUNTING OFFICE

PO Box 721433

Norman, OK 73070

Phone (830) 385-1838 Fax 512.266.2039

### MAIN OFFICE

2300 Rain Water Drive

Austin, TX. 78734

Phone (830) 385-6152 Fax (512) 266-2039

DATE: DECEMBER 5, 2008

**TO:**

Northridge Acres Water Improvements

Tony Bunodono

**FOR:**

Boretex, L.L.C.

Quote on rip-rap around meter boxes

DESCRIPTION	QTY	UNIT PRICE	MARK UP	TOTAL
Install Mortared Rock Rip-Rap around meter boxes				
Material Rock: 6 x 8 x varies b/t 12-18 inches in length	Per Sq. Foot	\$95.00	5%	\$99.75
Equipment	Per Sq. Foot	\$174.25	15%	\$200.39
Labor	Per Sq. Foot Approx. 25 S.F.	\$60.00	n/a	\$1500.00
<b>SUBTOTAL</b>				<b>\$1800.14</b>
Bonding			1.5%	<b>\$27.00</b>
<b>TOTAL</b>				<b>\$1827.14</b>

Contractor: \_\_\_\_\_  
Shelley Bland, Boretex, LLC

Engineer: \_\_\_\_\_  
Tony Bunodono, Alan Plummer Associates

**PROPOSED CONTRACT MODIFICATION (PCM)**

<b>OWNER</b>	<u>TRAVIS COUNTY, TEXAS</u>	<b>PROJECT NO.</b>	
<b>PROJECT</b>	<u>NORTHRIDGE ACRES WATER IMP.</u>	<b>OWNER</b>	
<b>CONTRACTOR</b>	<u>BORETEX, LLC.</u>	<b>CONTRACTOR</b>	
<b>ENGINEER</b>	<u>ALAN PLUMMER ASSOCIATES INC</u>	<b>ENGINEER</b>	<u>0900-002-01</u>
	<u>PRV AND VACUUM BREAKER</u>	<b>PCM NO.</b>	<u>12</u>

**NOTIFICATION TO CONTRACTOR:**

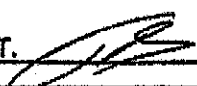
WE ARE CONSIDERING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT. A FIELD ORDER WILL BE ISSUED.

SUBMIT A PRICE PROPOSAL WITH DETAILED COST BREAKDOWN AND REVISED SCHEDULE FOR PERFORMING THE DESCRIBED CHANGE.

A CHANGE ORDER WILL BE ISSUED FOR PAYMENT AT THE UNIT PRICE BID.

PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT

BY: Tony Buonodono, E.I.T.  DATE: 12/9/08

**CONTRACTOR'S RESPONSE:**


WE RESPOND TO YOUR REQUEST AS FOLLOWS:

WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. ISSUE FIELD ORDER.

WE SUBMIT THE ATTACHED PRICE PROPOSAL WITH DETAILED COST BREAKDOWN AND REVISED SCHEDULE FOR PERFORMING THE DESCRIBED CHANGE. TOTAL COST IS \$ \_\_\_\_\_

WE ARE PROCEEDING WITH THE CHANGE AT THE UNIT PRICE BID.

WE ARE PROCEEDING WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY:  DATE: 12/10/08

**ACTION TAKEN:**

PROPOSED CONTRACT MODIFICATION REJECTED. CONTRACTOR NOTIFIED NOT TO PROCEED.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

FIELD ORDER ISSUED: NO: \_\_\_\_\_ DATE: \_\_\_\_\_ BY: \_\_\_\_\_

CHANGE ORDER ISSUED: NO: \_\_\_\_\_ DATE: \_\_\_\_\_ BY: \_\_\_\_\_

**INSTRUCTIONS:**

INSTALL A PRV (LISTED ON CITY OF AUSTIN APPROVED PRODUCTS LIST) ON EACH SERVICE LINE (APPROX. 150) AFTER THE PROPERTY OWNER SHUT-OFF VALVE AND IN THE SAME BOX AS THE VALVE. THE PRV SHALL BE SET TO APPROXIMATELY 50 PSI WORKING PRESSURE. PROVIDE A UNIT PRICE FOR THE PRV, BOX, AND INSTALLATION AND A SUBMITTAL.

INSTALL A VACUUM BREAKER PER CITY OF AUSTIN REQUIREMENTS ON EACH EXTERIOR HOSE BIB (APPROX. 225). PROVIDE A UNIT PRICE AND SUBMITTAL.

# QUOTE

## Boretex , LLC

ACCOUNTING OFFICE

PO Box 721433

Norman, OK 73070

Phone (830) 385-1838 Fax 512.266.2039

MAIN OFFICE

2300 Rain Water Drive

Austin, TX. 78734

Phone (830) 385-6152 Fax (512) 266-2039

DATE: DECEMBER 10, 2008

**TO:**

Tony Bunodono

Alan Plummer Associates

**FOR:**

Northridge Acres Water Improvements

PCM #12

PRV and Vacuum Breaker Quote

DESCRIPTION	QTY	UNIT	w/MARKUP	AMOUNT
<b>25AUB 3/4" WATTS PRV with box</b>				
LABOR	1 HR.	\$80.00	N/A	\$80.00
MATERIAL	1	\$88.86	5%=\$93.30	\$93.30
<b>25 AUB 2" Pressure Red Valve with box</b>				
LABOR	2 HR.	\$80.00	N/A	\$160.00
MATERIAL	1	\$259.78	5%=\$272.77	\$272.77
<b>3' CLA-VAL 90G-01 PRV with Strainer</b>				
LABOR	5 HR. 2 guys	\$80.00	N/A	\$800.00
MATERIAL	1	\$2942.23	5%=\$3089.34	\$3089.34
<b>HOSE BIBB VACUME BREAKER</b>				
LABOR	1 HR.	\$20.00	N/A	\$20.00
MATERIAL	1	\$14.15	5%=\$14.86	\$14.86
<b>TOTAL</b>			<b>LS</b>	<b>\$4530.27</b>

Contractor : \_\_\_\_\_  
                   Luc Larocque, Boretex, LLC

Owner Rep.: \_\_\_\_\_



BORETEX  
STOCK-ROUND ROCK  
PO BOX 721433  
NORMAN OK 73070  
Telephone: 405-360-1727  
Fax: 405-360-2222

HDSWW - AUSTIN TX - N  
1800 Royston  
Round Rock TX 78664  
Telephone: 512-990-8470  
Fax: 512-990-0069

12/08/08 Bid ID: 1952505 NORTHRIDGE RPZ C/O

Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
------	----------	----------	-------------	-----------	----------------

HD SUPPLY WATERWORKS  
1800 ROYSTON LANE  
ROUND ROCK, TX 78664  
PH. (512) 990-8470  
FAX (512) 990-0069

\*\*\*\*\*

JOB: NORTHRIDGE RPZ

\*\*\*\*\*  
- PRICES FIRM FOR 30 DAYS  
BASED ON QUANTITIES QUOTED,  
ANY ADDITIONS WILL BE  
NEGOTIATED.  
- NO ADDENDUMS ACKNOWLEDGED  
UNLESS OTHERWISE NOTED.  
- PIPE PRICES ARE SUBJECT TO  
AVAILABILTY  
- ACTUAL PRICE OF PIPE WILL BE  
THE PRICE IN EFFECT AT THE  
TIME OF SHIPMENT.  
\*\*\*\*\*

NOTES:

BORETEX  
 STOCK-ROUND ROCK  
 PO BOX 721433  
 NORMAN OK 73070  
 Telephone: 405-360-1727  
 Fax: 405-360-2222

HDSWW - AUSTIN TX - N  
 1800 Royston  
 Round Rock TX 78664  
 Telephone: 512-990-8470  
 Fax: 512-990-0069

12/08/08 Bid ID: 1952505 NORTHRIDGE RPZ C/O

Line	Quantity	Sell Per	Description	Net Price	Extended Price
<b><u>Bid Item 1</u></b>					
<b>3/4" RPZ</b>					
290	163	EA	25AUB 3/4" WATTS PRV FIPTXFIP	68.75	11,206.25
300	326	EA	3/4 PVC S40 MALE ADPT HXMIPT 436-007	.22	71.72
310	163	EA	D1200 PLASTIC MTR BX W/SLD LID DFW	19.67	3,206.21
<b>Bid Item Sub-total:</b>					<b>14,484.18</b>
<b><u>Bid Item 2</u></b>					
<b>2" RPZ</b>					
330	1	EA	25AUB 2" PRESSURE RED VALVE	238.43	238.43
340	2	EA	2 PVC S40 ML AD HXMIPT 436-020	.84	1.68
350	1	EA	D1200 PLASTIC MTR BX W/SLD LID DFW	19.67	19.67
<b>Bid Item Sub-total:</b>					<b>259.78</b>
<b><u>Bid Item 3</u></b>					
<b>3" RPZ</b>					
370	1	EA	3" CLA-VAL 90G-01 PRV FLG COA CITY OF AUSTIN SPEC	1,005.33	1,005.33
480	1	EA	3" X43 STRAINER	153.33	153.33
380	3	EA	3X1/8 FLG ACC RR FF	4.03	12.09
390	2	EA	3 FLGXPE DI PIPE 4'0" C/L	215.28	430.56
400	2	EA	3 MJ L/P SLEEVE CP DI C153	35.20	70.40
410	4	EA	3" MJ REGULAR ACC SET	10.50	42.00
420	1	EA	48"X 5' MANHOLE VAULT W/TOP	925.00	925.00
430	1	EA	WIW M30A 32" MH LID WATER COA	151.76	151.76

BORETEX  
 STOCK-ROUND ROCK  
 PO BOX 721433  
 NORMAN OK 73070  
 Telephone: 405-360-1727  
 Fax: 405-360-2222

HDSWW - AUSTIN TX - N  
 1800 Royston  
 Round Rock TX 78664  
 Telephone: 512-990-8470  
 Fax: 512-990-0069

12/08/08 Bid ID: 1952505 NORTHRIDGE RPZ C/O

Page 3

Line	Quantity	Sell Per	Description	Net Price	Extended Price
440	1	EA	WIW M30A 32" MH RING ONLY COA V1432	151.76	151.76

Bid Item Sub-total: 2,942.23

Bid Item 4

HOSE BIBB VACUME BREAKER

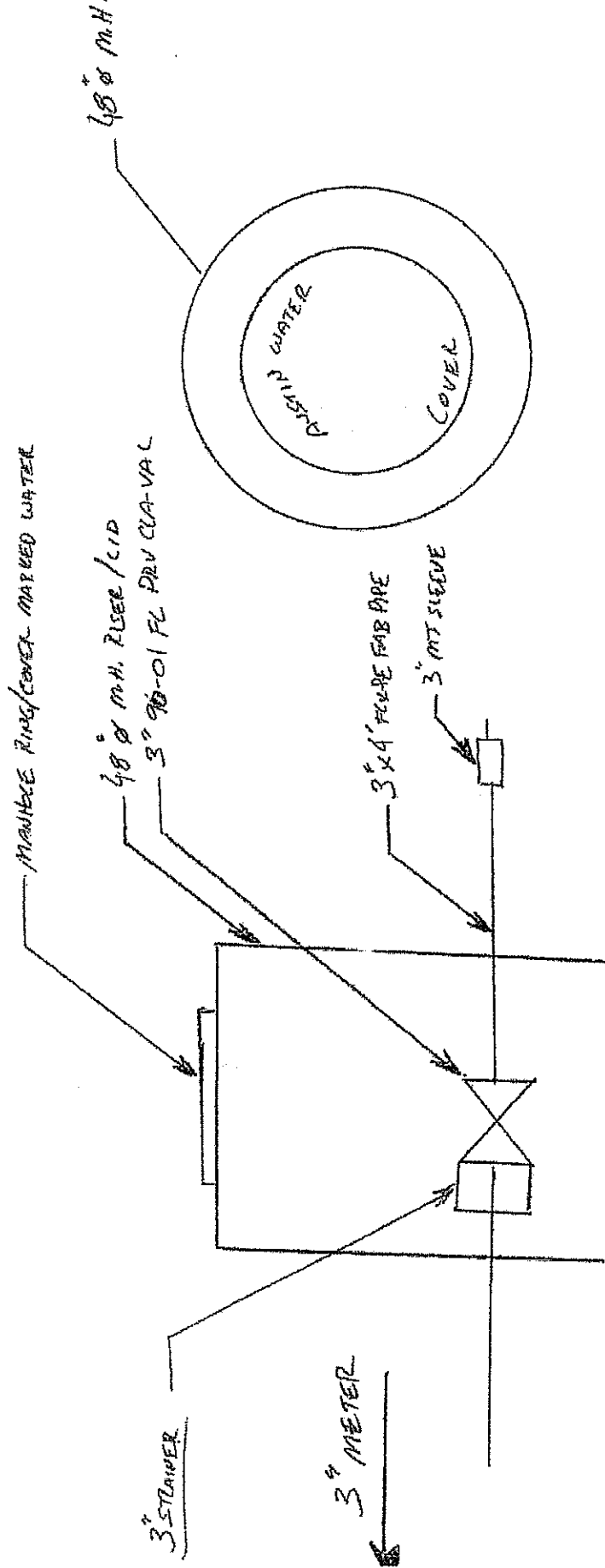
470	326	EA	8B 3/4" HOSE TYPE VAC BREAKER	14.15	4,612.90
-----	-----	----	-------------------------------	-------	----------

Bid Item Sub-total: 4,612.90

Subtotal: 22,299.09

Tax: .00

Bid Total: 22,299.09



3\" PRV / NORTH RIDGE

DETAIL

## Buonodono, Tony

---

**From:** Boretex, L.L.C. [boretex@cox.net]  
**Sent:** Thursday, December 11, 2008 12:05 PM  
**To:** Buonodono, Tony  
**Subject:** Re: FW: Emailing: signed FO #1-001.pdf

Tony, yes we will need an additional 15 days for PCM 12. If you have any questions, please let us know.

Renee  
---- "Buonodono wrote:  
Shelley,

The attached PCM 12 is accepted per the attached Field Order from Travis County. We will include the work in the final Change Order. Do you expect to need additional days (in addition to the 60 added by CO#2) to complete this work?

Thanks,

Tony Buonodono, EIT

Alan Plummer Associates, Inc.

512.452.5905 office

512.687.2163 direct

---

**From:** Roger Schuck [mailto:Roger.Schuck@co.travis.tx.us]  
**Sent:** Thursday, December 11, 2008 10:50 AM  
**To:** Buonodono, Tony  
**Subject:** Emailing: signed FO #1-001.pdf

The message is ready to be sent with the following file or link attachments:

signed FO #1-001.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Tony please forward field work order to contractor and follow up with a change order and check if they need a time extension to their contract..

Roger R. Schuck, P.E.

Public Works Division

Ste. 900, 411 West 13th Street

Austin, TX 78767

Last Updated 01-16-09 at 11:17am

\* (512) 854-9383 office

\* (512) 854-7587 direct

6 (512) 854-4626 fax

\* (210) 286-6428 mobile

\* roger.schuck@co.travis.tx.us <mailto:roger.schuck@co.travis.tx.us>

\* <<http://www.travis.com/>> www.co.travis.tx.us <<http://www.co.travis.tx.us/>>

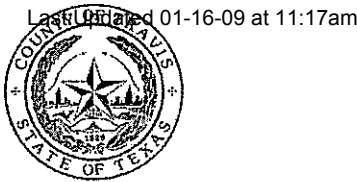
--

---

BORETEX, L.L.C.

Accounting 405 360-1727

Operations 830 385-1838



# 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

6

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

*Cyd V. Grimes 1/12/09*

**Voting Session: Tuesday, January 20, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS080190RE, EVERGREEN SOLUTIONS LLC., FOR COMPENSATION ANALYSIS SERVICES. (HR)

### **Points of Contact:**

**Purchasing:** Rebecca Gardner

**Department:** HR, Linda Moore Smith, Director

**County Attorney (when applicable):** Barbara Wilson

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

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

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

- **Purchasing Recommendation and Comments:** This procurement action met the compliance requirements as outlined by statutes.
- Through this contract, Evergreen Solutions, LLC provides compensation analysis of jobs within Constables; Transportation and Natural Resources; District Attorney, County Attorney and Juvenile Public Defenders offices. The primary focus of the study is to validate market salary data and to determine compensation levels that are competitive based on skills, effort, work conditions and responsibility.
- This modification number 2 increases the contract funds from \$12,900.00 to \$37,400.00, an increase of \$24,500.00. The scope of services is amended to include compensation analysis for the Information Technology job family.
- Modification number 1 increased the contract funds from \$11,250.00 to \$12,900.00, an increase of \$1,650.00.
- **Contract Expenditures:** In the past five months \$12,900.00 has been spent against this contract.
- **Contract-Related Information:**
  - Award Amount: \$11,250.00
  - Contract Type: Professional Services
  - Contract Period: March 18, 2008-January 31, 2009
- **Contract Modification Information:**

Modification Amount: As Needed

Modification Type: Bilateral

Modification Period: March 18, 2008-September 30, 2009

➤ **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.:460521
- Funding Account(s): 00111205224007
- Comments:

➤ **Statutory Verification of Funding:**

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





# Human Resources Management Department

1010 Lavaca Street, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4827

## MEMORANDUM

DATE: October 9, 2008

TO: ✓ Cyd Grimes, County Purchasing Agent  
Rebecca Gardner, Purchasing Agent Assistant

FROM: Linda Moore Smith, Director, Human Resources Management Department

RECEIVED  
TRAVIS COUNTY  
2009 OCT 10 AM 11:50  
PURCHASING  
OFFICE

**SUBJECT: Contract No. PS080190RE, Compensation Analysis**

The Compensation Analysis Contract No. PS080190RE awarded to Evergreen Solutions, LLC, has been reviewed and evaluated by the Human Resources Management Department (HRMD). The professional services rendered by this contract were performed at a level which merits the extension of this contract to provide additional services.

This extension will provide compensation analysis related to the Information Technology Job Family and consultation services related to Travis County's overall compensation system. See Attachment A "Scope of Services, Deliverables, Timetable and Fee Schedule". The cost for this extended service is \$24,500.

Please initiate the extension of this contract through September 30, 2009. The contract will continue to be funded from account number 001-1120-522-4007.

Last Updated 01-16-09 at 11:17am

**Purchase Requisition**

Number . . . . . : 0000460521  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : AUDITOR APPROVAL  
 Reason . . . . . : ADDITIONAL COMPENSATION ANALYSIS  
 By . . . . . : THELMA RILEY 854-4825  
 Date . . . . . : 1/07/09  
 Vendor . . . . . : 71208 EVERGREEN SOLUTIONS  
 Contract nbr . . . . . :  
 Ship to . . . . . : HR HUMAN RESOURCES MGT.  
 Deliver by date . . . . . : 1/09/09  
 Buyer . . . . . :  
 Fiscal year code . . . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.  
 5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
5 1	24500.00	DOL	EVERGREEN SOLUTIONS CONTRACT MODIFICATION NO. 2 ADDITIONAL COMPENSATION ANALYSIS - CONTRACT EXECUT ED MARCH 18, 2008 - SEPTEMBER 30, 2009. TJR

Total: 24500.00  
 F9=Print

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

Last Updated 01-16-09 at 11:17am

Purchase Requisition - Item Information

Line number . . . : 1  
 Item desc . . . : EVERGREEN SOLUTIONS CONTRACT MODIFICATION NO. 2  
 Vendor part # . . . :  
 Commodity . . . : 918 CONSULTING SERVICES  
 Sub-com . . . : 085 PERSONNEL/EMPLOYMENT  
 Item # . . . :  
 Ship to . . . : HR HUMAN RESOURCES MGT.  
 Quantity . . . : 24,500.00  
 Order UOM . . . : DOL DOLLAR  
 Cost code . . . : N NOT APPLICABLE  
 Unit cost . . . : 1.0000  
 Account # . . . : 00111205224007  
 Project . . . :  
 Purchase order . . . :

Press Enter to continue.

F8=Extended Description F12=Cancel

F14=Work orders

**MODIFICATION OF CONTRACT NUMBER: PS080190RE-Compensation Analysis** **PAGE 1 OF 5**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Rebecca Gardner</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>October 8, 2008</b>
---	--	--

ISSUED TO: Evergreen Solutions LLC 2852 Remington Green Circle Suite 101 Tallahassee, Florida 32308	MODIFICATION NO.: <p style="text-align: center;"><b>2</b></p>	EXECUTED DATE OF ORIGINAL CONTRACT: <p style="text-align: center;"><b>March 18, 2008</b></p>
---	--	---

ORIGINAL CONTRACT TERM DATES: March 18, 2008-January 31, 2009      CURRENT CONTRACT TERM DATES: March 18, 2008-Septmeber 30, 2009

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$11,250.00      Current Modified Amount \$37,400.00

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

**Recitals**

County ordered this contract exempts as a contract for professional services and entered into a contract with Evergreen Solutions LLC. The contract was modified to increase the compensation and the number of presentations by Evergreen Solutions LLC. Now County wants to add an analysis of the information technology jobs and compensation to the services provided.

**Agreement**

County and Evergreen Solutions LLC now modify the contract as follows:

1. Section 2.1 is deleted and the following Section 2.1 is inserted in its place:
  - 2.1 Initial Term. This Agreement shall be effective from March 18, 2008 through September 30, 2009, unless earlier terminated as provided herein.
2. Section 6.1 is deleted and the following Section 6.1 is inserted in its place:
  - 6.1 Fees. In consideration of the satisfactory performance of the services described in Attachment A Work Statement and Fee Schedule by CONTRACTOR, COUNTY shall pay CONTRACTOR in accordance with the Pay Schedule section VI. provided in Attachment A to the contract and made a part hereof. In consideration of the satisfactory performance of the services described in Attachment E Scope of Services, Deliverables, Fees and Timetable by CONTRACTOR attached to this modification COUNTY shall pay CONTRACTOR in accordance with the Pay Schedule section VI. provided in Attachment A and made a part hereof. The total compensation for this contract shall not exceed \$37,400 for all services to be provided.
2. Section 15.2 is deleted and the following Section 15.2 is inserted in its place:
  - 15.2 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.
    - 15.2.1 Attachment A – Scope of Services and Fee Schedule
    - 15.2.2 Attachment B – Insurance Requirements
    - 15.2.3 Attachment C – Ethics Affidavit including:  
Exhibit 1 - List of Key Contracting Persons  
Exhibit 2 – Disclosure
    - 15.2.4 Attachment D – Conflict of Interest Questionnaire
    - 15.2.6 Attachment E – Scope of Services, Deliverables, Fees and Timetable

**Note to Vendor/City:**  
 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>Evergreen Solutions LLC</u> BY: <u>[Signature]</u> SIGNATURE BY: <u>Dr. Linda Recio</u> PRINT NAME TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <p style="text-align: center;"><b>12.1.08</b></p>
--	---

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <p style="text-align: center;"><b>1/12/09</b></p>
---	--

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

## ATTACHMENT E

### Scope of Services, Deliverables, Timetable and Fee Schedule

#### I. STATEMENT OF NEED #1

##### Information Technology Job Family -- Career Progression, Pay System, Promotional Structure

Contractor shall develop an alternate pay system and promotional structure that defines meaningful career paths and progressions for professional and technical titles in the Information Technology Job Family. The project involves 67 classified IT job titles that affect 137 slots and 17 departments.

Contractor shall apply compensation analysis expertise and experiences to market trends and models to design which must include Gartner People<sup>3</sup>. a pay system that rewards career progression based on a promotional structure that may be based (a) on *Dual-ladder Career Progression* for managers and technical professionals, (b) *Maturity Curves* that correlate pay with time spent in the information technology field or (c) other market competitive pay systems and promotional structures.

The Information and Telecommunications Systems (ITS) Department has an organizational structure that with job series to enhance career progression opportunities. The pay system and promotional structure designed should monetarily reward career progression.

Contractor shall compare the compensation of the computer technology personnel in the ITS Department with computer technology personnel in the private sector and report on the competitiveness of the current compensation. The private sector is known to reward career progression with automatic promotions, career development and career ladder adjustments, salary adjustments, temporary assignment pay adjustments, year-end bonuses, project assignment pay/bonuses.

**II. DELIVERABLES, TIMETABLE, FEES #1**

**Information Technology (IT) Job Family –  
Career Progression, Pay System and Promotional Structure**

<ul style="list-style-type: none"> <li>• Review current ITS Dept organizational structure and IT job family to confirm appropriate career path/progression alignment based on market models and pay practices. Use existing job descriptions and HRMD supplemental information</li> <li>• Collaborate with ITS Dept to identify appropriate job titles to monetarily reward for career progression</li> <li>• Design a promotional structure that is single/or multi skills based, certification or technical skills based, competency based and/or knowledge based</li> <li>• Design alternative pay system based on IT industry models that support performance of specific work/projects (individual or team); horizontal and vertical pay movement; maxing out of growth and position opportunity; reduce turnover and changing environments; current job descriptions; and, ease of administration</li> <li>• Cost current IT job titles based on proposed pay system and promotional structure</li> </ul>	<p align="center">12/1/08 – 12/5/08</p> <p align="center">12/1/08 – 12/5/08</p> <p align="center">12/8/08 – 12/26/08</p> <p align="center">12/8/08 – 12/26/08</p> <p align="center">12/8/08 – 12/26/08</p>
<ul style="list-style-type: none"> <li>• Submit and present written preliminary recommendations for career path/progression model, promotional structure/criteria and pay system at briefing sessions.</li> <li>• Preliminary recommendation must include cost in dollars and percentages per job title and per slot, as well as total project cost;, career progression charts, administration criteria</li> </ul>	<p align="center">1/5/09</p> <p align="center">\$8,750</p>
<ul style="list-style-type: none"> <li>• Present preliminary recommendations to ITS Dept; analyze feedback; and, modify recommendations, as appropriate</li> </ul>	<p align="center">1/5/09 – 1/8/09</p>
	<p align="center">Week of 1/12/09</p>

<ul style="list-style-type: none"> <li>• Submit and present written final recommendations for career progression model, promotional structure/criteria and pay system</li> </ul>	<p>\$4,500</p>
<ul style="list-style-type: none"> <li>• Participate in project briefings, as appropriate</li> <li>• Present final recommendations to Commissioners Court</li> </ul>	<p>Week of 1/19/09 1/27/09</p>
<ul style="list-style-type: none"> <li>• Submit E-files on Project Work</li> </ul>	<p>Week of 1/19/09 \$1,500</p>

**II. STATEMENT OF NEED #2**

Strategic Compensation System Assessment and Design

Contractor shall collaborate with the Human Resources Management Department to assess specific components of the compensation system; and, introduce the World at Work Total Rewards Strategy that integrate all tools that may be used to attract, retain and motivate employees – compensation, benefits and work/life programs.

**III. DELIVERABLES, TIMETABLE, FEES #2**

**Strategic Compensation System Assessment and Design**

<ul style="list-style-type: none"> <li>• Collaborate with HR Dept and develop a written document that creates a Compensation Committee, e.g. defines charge, organization, structure, role, objectives, responsibilities, deliverables</li> </ul>	<p>Week of 12/1/08 Court – 12/16/08 Cost -- \$1,500</p>
<ul style="list-style-type: none"> <li>• Complete an assessment of the compensation system that includes recommendations on vision, philosophy, job analysis methodology, define labor market positioning options, base pay structure, pay scale competitiveness, short and long term total rewards strategy</li> </ul>	<p>1/23/09 Briefings Weeks of 1/26/09 thru 2/13/09 Cost -- \$6,750</p>
<ul style="list-style-type: none"> <li>• Analyze classified salary pay schedule and submit recommendation for market adjustment, as appropriate. Including, how many pay scales, pay grades, etc.</li> </ul>	<p>Jan 2009 CC Mid to late Jan 2009 Cost -- \$1,500</p>

#### IV. SUMMARY OF COSTS

The total estimated cost for services to be rendered under this modification is \$24,500

<b>Project</b>	<b>Cost</b>
I. Information Technology Career Progression, Pay System, Promotional Structure	\$14,750
II. Strategic Compensation System Assessment and Design	\$ 9,750

The professional services in the Agreement will be performed by Mr. Todd Osburn, Dr. Jeffrey Ling and Mr. Darren Brooks. Consultants possess the requisite skills and experiences to complete the terms and conditions of this Agreement. The cost of work performed by non-professional staff and clerical work performed by professional staff is included in the hourly rate for professional services performed by Mr. Osburn and there is no additional cost for this work.





# 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

7

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

*Cyd V. Grimes 1/12/09*

**Voting Session: Tuesday, January 20, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS000169MQ, PHILLIPS, UPSHAW AND RICHARDS, FOR BURIAL SERVICES. (HHS & VS)

***Points of Contact:***

- Purchasing:** Rebecca Gardner
- Department:** HHS, Sherri Fleming, Executive Manager
- County Attorney (when applicable):** Mary Etta Gerhardt
- 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 statutes.
- Through this contract, Phillips, Upshaw, and Richards provides burial services to Travis County residents who lack income or resources to afford funeral expenses.
- This modification number 2 assigns the contract and changes the vendor name to Richard Properties, Inc.
- Modification number 1 replaced the rate schedule.
- **Contract Expenditures:** In the past three months \$3,550.00 has been spent against this contract.
- **Contract-Related Information:**
  - Award Amount: As needed
  - Contract Type: Professional Services
  - Contract Period: April 25, 1995-September 30, 1995
- **Contract Modification Information:**
  - Modification Amount: As Needed
  - Modification Type: Bilateral
  - Modification Period: October 1, 2008-September 30, 2009

➤ **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.: NA
- Funding Account(s): NA
- Comments:

➤ **Statutory Verification of Funding:**

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

**MODIFICATION OF CONTRACT NUMBER: PS000169MQ-Burial Services PAGE 1 OF 30 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Rebecca Gardner</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED:  December 5, 2008
--	---	--

ISSUED TO: Phillips, Upshaw and Richards 1410 E. 12 <sup>th</sup> Street Austin, Texas 78702	MODIFICATION NO.:  2	EXECUTED DATE OF ORIGINAL CONTRACT:  April 25, 1995
---	----------------------------	---

ORIGINAL CONTRACT TERM DATES: April 25, 1995-September 30, 1995      CURRENT CONTRACT TERM DATES: October 1, 2008-September 30, 2009

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: As Needed      Current Modified Amount: As Needed

**DESCRIPTION OF CHANGES:**

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

Assignment of Contract to and the Contractor's name on Contract No. PS000169MQ is changed as follows:

From: Phillips, Upshaw and Richard  
1410 E. 12<sup>th</sup> Street  
Austin, Texas 78702

To: Richard Properties, Inc.  
4603 Indian Wells Dr  
Austin, Texas 78747

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performance by the Contractor in accordance with all terms of the Contract, as amended.

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

Richard Properties, Inc. BY: <u>Jim Richard</u> SIGNATURE BY: <u>J M Richard</u> PRINT NAME TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER  DATE:  12-20-2008
---	--

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:  1/12/09
---	----------------------

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

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT  
BETWEEN PHILLIPS, UPSHAW & RICHARD FUNERAL HOME  
RICHARD PROPERTIES, INC. AND  
TRAVIS COUNTY

STATE OF TEXAS  
COUNTY OF TRAVIS

This Assignment and Acceptance of Assignment ("Assignment") is entered into by the following parties: Phillips, Upshaw & Richard Funeral Home ("Funeral Home"), Richard Properties, Inc. ("Properties"), and Travis County, a political subdivision of Texas ("County").

RECITALS

Funeral Home and County entered into an agreement commencing on April 25, 1995 ("Contract") under which Funeral Home agreed to perform services and activities related to social services for residents of Travis County in the form of burials under the County's Indigent Burial Policy.

The Contract provides for the assignment of the rights and duties created by the Contract with the prior written approval of County.

Funeral Home desires to assign, transfer and convey the Contract to Properties, and Properties desires to obtain and assume all of Funeral Home's rights, title, interests and duties in, to and under the Contract by acceptance of the assignment from Funeral Home.

County desires to continue the performance of the activities under the Contract and to approve the assignment and acceptance of rights and duties by Funeral Home to Properties.

NOW THEREFORE, County, Funeral Home and Properties agree to the following:

1.0 DEFINITIONS

1.1 "Contract" refers to the agreement entered into between Funeral Home and County effective April 25, 1995.

2.0 ASSIGNMENT

2.1 Acknowledgement of Rights and Obligations - Funeral Home and Properties. Properties recognizes the rights and obligations of Funeral Home under the Contract and recognizes the intent of

Funeral Home to assign all of its rights, duties and obligations under the Contract to Properties. Properties acknowledges and agrees that it has received a copy of the Contract, a copy of which is attached hereto as Exhibit 1.

2.2\* Assignment by Funeral Home. Funeral Home hereby conveys, transfers and assigns to Properties all of Funeral Home's rights, duties and responsibilities under the Contract.

### 3.0 ACCEPTANCE

3.1 Acceptance of Rights. Properties accepts the assignment and agrees to assume all rights, duties and obligations under the Contract from Funeral Home. By such acceptance, Properties assumes and agrees to perform all of the covenants, agreements and obligations under the Contract as such obligations shall arise or accrue from and after the date of this Assignment.

### 4.0 APPROVAL

4.1 County Approval. County approves the assignment and acceptance of rights, duties and obligations under the Contract from Funeral Home to Properties.

### 5.0 OBLIGATIONS OF ASSIGNEE (Properties)

5.1 Obligations of Properties. Pursuant to this Assignment and the Contract, Properties agrees:

5.1.1 to provide County with copies of all documents required under the Contract preferably before execution of this Assignment, but no later than ten (10) days of execution of this Assignment, including but not limited to:

- (a) W-9 Taxpayer Identification Form
- (b) Ethics Affidavit (attached hereto as Exhibit 2)
- (c) Insurance Certificate (as required by the Contract)

5.1.2 that it has secured and will maintain from Funeral Home all necessary documentation and information necessary to fulfill all requirements of the Contract covering performance under the Contract from the effective date of the Contract of April 25, 1995.

5.1.3 that Properties is responsible to County for full performance of the Contract from the effective date of the Contract.

### 6.0 GENERAL TERMS

6.1 Address. The address of Properties for all purposes under this Contract and for all notices hereunder shall be:

Richard Properties, Inc.  
4603 Indian Wells Dr.  
Austin, Texas 78747

6.2 Forfeiture of Contract. As to payment of County Funds, if Properties has done business with a Key Contracting Person as listed in Attachment "A" to Exhibit 1 of this Assignment during the 365 day period immediately prior to the date of execution of this Assignment by Properties or does business with any Key Contracting Person at any time after the date of execution of this Assignment by Properties and prior to full performance of this Assignment, Properties shall forfeit all County benefits of this Assignment and the Contract and County shall retain all performance by Properties and recover all considerations, or the value of all consideration, paid to Properties pursuant to this Assignment.

6.3 Exhibits. The attachments enumerated and denominated below are hereby made a part of this Assignment, and constitute promised performances by Properties in accordance with this Assignment, and with all other terms of this Assignment and Contract.

- (a) Exhibit 1 - Contract
- (b) Exhibit 2 - Ethics Policy

6.4 Obligations of County. Properties acknowledges and agrees that all obligations of County to Properties are effective upon the signature of this Assignment by Properties and County. Such obligations of County include payment of any and all outstanding invoices to Properties for services provided either before or after the execution of this agreement, whether those services were/are provided by Funeral Home or Properties.

6.5 Maintenance of Services. Properties acknowledges and agrees that Properties has and/or will maintain the provision of services under the Contract without interruption throughout the Contract term, regardless of the impact of the assignment/merger between Funeral Home and Properties or the effective date of this Assignment.

6.6 No Waiver. The Parties acknowledge and agree that nothing in this Assignment waives or modifies any of the provisions of the Contract.

6.7 Binding Provisions. The provisions of this Assignment and the Contract are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the Parties.

## 7.0 INCORPORATION

7.1 County and Properties hereby incorporate the Contract into this Assignment. Except for the changes made in this Assignment, County and Properties hereby ratify all the terms and conditions of the Contract. The Contract, with any changes made in this Assignment, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

8.0 EFFECTIVE DATE

8.1 This Assignment is effective October 14, 2008, when it has been executed by the last Party. The Contract shall remain in effect until further modified or terminated by written consent of the parties.

PHILLIPS, UPSHAW & RICHARD FUNERAL HOME

BY: J M Richard

Printed Name: J M Richard  
Title: President  
Date: 12-26-08

RICHARD PROPERTIES, INC.

BY: J M Richard

Printed Name: J M Richard  
Title: President  
Date: 12-26-08

TRAVIS COUNTY

BY: \_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge  
Date: \_\_\_\_\_

COUNTY APPROVALS:

As to Form: \_\_\_\_\_  
Assistant County Attorney

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

Funds Verified

By: \_\_\_\_\_  
Susan Spataro, County Auditor

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

Purchasing: \_\_\_\_\_  
Cyd Grimes, County Purchasing Agent

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

EXHIBIT 1

CONTRACT



*7-3-09 10:11*

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN TRAVIS COUNTY AND  
*Phillips Upham Richard Eubank Home*

This contract is entered into by the following parties:

Travis County, through the Travis County Department of Human Services ("Department"), a political subdivision of Texas ("County") and *Phillips Upham Richard* ("Contractor").

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. REV. CIV. STAT. ANN., art. 2351, TEX. LOC. GOV'T. CODE ANN., Section 81, and other statutes).

Commissioners Court of County may exempt personal and professional services from complying with the competitive process under TEX. LOC. GOV'T. CODE Ann., Section 252 et seq.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the terms and conditions stated in this contract.

1.0 CONTRACT DATE. Contract shall commence on the date on which it is signed by the last party, and shall continue in force until September 30, 1995. This contract shall automatically renew on October 1 of the year of the termination of the initial contract term for a term of one year and shall automatically renew for terms of one year thereafter unless sooner terminated pursuant to the terms of this agreement.

2.0 LOCATION OF SERVICES. Contractor shall provide services under this Contract from the following location, which shall also be the address of the Contractor for all purposes under this contract and for all notices hereunder:

1410 E. 12<sup>th</sup> St. Austin, Tx 78702

*initial charges*  
*J.M.R.*

3.0 CONTRACTOR PERFORMANCE OF SERVICES

3.1 Contractor Responsibilities. Contractor shall perform, in a satisfactory manner as determined by County, services and activities in accordance with the terms of Attachment A, "Duties and Responsibilities of Contractor," and with all other terms and conditions stated in this contract.

3.2 Submission of Bill. Contractor shall return necessary billing documents and submit a bill to County on a form approved by County within thirty (30) days of interment.

3.3 Reimbursement. Contractor shall reimburse County in the amount available, up to the amount provided by County, in the event any undisclosed assets of the recipient of services appear after the services are provided and payment in full is rendered by County.

3.4 Policies. Contractor has read and understands the policies and standards of Travis County attached hereto as Attachment D, and agrees to abide by the terms therein.

3.5 Warranties. Contractor warrants that Contractor is a duly qualified, capable business entity; has and will maintain all necessary licenses and certifications related to the professional services being provided hereunder; and will perform all services under this agreement according to the applicable federal, state, and local rules and regulations.

3.6 Independent Contractor. Contractor understands and agrees that 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. Contractor is not an employee of Travis County. Contractor is not entitled to any of the benefits belonging to an employee of Travis County.

3.7 Civil Rights/ADA. Contractor shall provide all services and activities 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 [8.933]. Contractor shall not discriminate against any employee, applicant for employment, or client based on race, religion, color, sex, national origin, age or handicapped condition.

3.8 Internal Revenue Form W-9. 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 contract funds are payable.

3.9 Indemnification and Claims. Contractor agrees to and shall indemnify and hold harmless County, its officers, servants, agents, and employees, from and against any and all claims, losses, costs, damages, negligence, causes of action, claims, 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 whether such injuries, death or damages are caused by Contractor's sole negligence or the joint

negligence of Contractor and any other third party. Contractor will give County written notice of any claim or other action brought against Contractor or County in relation to the performance of this contract, and will provide County with other information related to such claim or action as requested.

3.10 Records. Contractor shall create, maintain, and retain, and shall make reasonably available to County, all necessary records, information, and documentation relating to services provided under the terms of this contract for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services have been satisfactorily resolved, whichever occurs later.

3.11 Assignment for Taxes. Notwithstanding anything to the contrary contained in this Contract, if Contractor is delinquent in the payment of property taxes at any time of invoicing for payment, Contractor hereby assigns any payment to be made for services and activities provided under this contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes.

#### 4.0 COUNTY PERFORMANCE

4.1 County Responsibilities. County shall perform responsibilities in accordance with the terms of Attachment B, "Duties and Responsibilities of County." The total costs of this contract for any contract term shall not exceed the amount included in the County budget for this contract for that contract term unless or until an increase in the County budget is approved by Commissioners Court.

4.2 Rate for Payment. County shall pay Contractor an agreed upon rate as specified in Attachment C, "Reimbursement Rates."

4.3 Billing Documents. County shall submit necessary billing documentation, if any, to Contractor within five (5) working days of approval. County shall pay Contractor within forty-five (45) days of the receipt of a correct billing documents from Contractor.

4.4 County Approval. County shall not be responsible for the costs of any services under this contract that are not performed to County's satisfaction with 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 industry.

4.5 Funding Out. County has the right to terminate this Contract, in whole or in part, if, during the budget planning and adoption process, Commissioners Court fails to provide funding for this contract during the next contract term.

4.6 Eligible Client Responsibilities. County shall advise each referred participant of the responsibilities of that participant under County policies, and will secure the agreement of the Participant to abide by those policies.

4.7 Current Revenue Funds. County shall make payments for invoices from current revenue funds available to County.

#### 5.0 MISCELLANEOUS PROVISIONS

5.1 Applicable Law. 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 contract.

5.2 Law and Venue. This contract is governed by the laws of the State of Texas and all obligations under this contract shall be performable in Travis County, Texas.

5.3 Amendments.

5.3.1 Unless specifically provided otherwise in this contract, any changes in the terms of this contract shall be made in writing and signed by both parties. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to change the terms of this contract unless expressly granted that authority by the Commissioners Court.

5.3.2 Travis County may amend the terms of the attachments, including the rates set forth in Attachment C, by sending a notice of rate change at least sixty (60) days prior to the effective date of the change. If Contractor does not send a notice stating that the change is unacceptable prior to its effective date, Contractor shall be presumed to have accepted the change.

5.4 Attachments. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by Contractor in accordance with this contract.

5.4.1 Attach. A-1 - Affidavit

5.4.2 Attach. A-Duties and Responsibilities of Contractor

- 5.4.3 Attach. B-Duties and Responsibilities of County
- 5.4.4 Attach. C-Reimbursement Rates/Fees
- 5.4.5 Attach. D-Travis County Policies
- 5.4.6 Attach. E-Affidavit

5.5 Entire Agreement. This contract and the attachment(s) hereto constitutes the entire agreement between the parties and supersedes any prior undertaking or written or oral agreements or representations between the parties.

5.6 Severability. If any portion of this contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

5.7 Forfeiture of Contract. If Contractor has done business with a Key Person as listed in Exhibit A to Attachment A-1 during the 365 day period immediately prior to the date of execution of this contract by Contractor or does business with any Key Person at any time after the date of execution of this contract by Contractor and prior to the full performance of this contract, Contractor shall forfeit all benefits of this contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this contract.

5.8 Non-Waiver. 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.

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

5.10 Authority. Contractor guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.

5.11 Signors. The person or persons signing this contract on behalf of Contractor, or representing themselves as signing this contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this contract.

5.12 Dispute as to Authority. County shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor or the person signing this contract to enter into this contract or to render performances under it. Contractor and any person signing this contract are liable to County for any money disbursed by County for performance of the provisions of this contract, if County has suspended or terminated this contract for breach of 13.1 or 13.2.

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

5.14 County Address. The address of County for all purposes under this contract shall be:

Honorable Bill Aleshire, Travis County Judge  
P. O. Box 1748, Austin, Texas 78767

With copies to:

Honorable Ken Oden, Travis County Attorney  
P. O. Box 1748, Austin, Texas 78767

5.15 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with 17.0 17.0. Any change in the address shall be reported within fifteen (15) days of the change.

## 6.0 TERMINATION

6.1 Failure by either party to this contract in performing any of its provisions shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days shall constitute a Default of contract. The defaulting party shall be given a twenty (20) day period within which to show cause why the

contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

7.0 EXEMPTION FROM COUNTY PURCHASING ACT - ORDER. Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this contract is exempt from the requirements of the County Purchasing Act because it is a contract under which work will be performed and paid for by the day..

CONTRACTOR

TRAVIS COUNTY

J.M. Richard

Bill Aleshire

By: J.M. Richard

BY: Bill Aleshire  
County Judge

Name: Phillip Mashaw Richard F.H.

Title: owner

DATE: \_\_\_\_\_

DATE: 4/25/95

APPROVED: \_\_\_\_\_

BY: \_\_\_\_\_

DIRECTOR

TRAVIS COUNTY DEPARTMENT OF HUMAN SERVICES

initial changes  
[Signature]

m:attorney\fun.com



**EXHIBIT A  
LIST OF KEY PERSONS  
JANUARY 17, 1993**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Bill Akeshire	
County Judge (Spouse)	Raema Akeshire	Independent Financial Marketing Group, Inc.
Administrative Assistant	Shawn Malone	
Administrative Assistant	Suzanne Garrett	Municipal Utility District #3
Administrative Assistant	Josie Zavala	
Commissioner, Precinct 1	Samuel T. Biscoe	
Commissioner's Assistant	Cheryl Brown	
Commissioner's Assistant	John C. Bradshaw	
Commissioner, Precinct 2	Karen Sobeitner	
Administrative Assistant	Gretchen Vaden	
Administrative Assistant	Eric Stockton	
Commissioner, Precinct 3	Valarie Scott Bristol	
Administrative Assistant	Heather Cox	
Commissioner, Precinct 4	Margaret Gomez	
Commissioner's Assistant	Joe Vela	
Commissioner's Assistant	Shawna Russell	
Travis County Attorney	Ken Oden	
First Assistant County Attorney	David Escamilla	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division	Darwin McKee	
Director, Litigation Division	Eric Sheppard	
Director, Collections Division	Shirley Warren	
County Court at Law Judge	Wilfred Aguilar	
County Court at Law Judge	Brenda Kennedy	
County Court at Law Judge	David Phillips	
County Court at Law Judge	Orlinda Naranjo	
County Court at Law Judge	David Crain	
County Court at Law Judge	David Puryear	
Justice of the Peace, Precinct 1	Richard Scott	
Justice of the Peace, Precinct 2	Jan Breland	
Justice of the Peace, Precinct 3	Scott Davis	
Justice of the Peace, Precinct 4	Elena Diaz	
Justice of the Peace, Precinct 5	Jade Meeker	
Master, Title IV-D	Angelita Mendoza-Waterhouse	
Master, Title IV-D	Suzanne Covington	
Master Referee	Bill King	
Master Referee	Deborah Richardson	
Master Referee	Susan D. Sheppard	
Master, Drug Court	Joel Bennet	
Magistrate	Jim Coronado	
Constable, Precinct 1	Don Nesby	
Constable, Precinct 2	Mike Simpson	Accent Tele Communications, Inc.
Constable, Precinct 3	Kevin Miskell	
Constable, Precinct 4	Ricardo "Rocky" Medrano	
Constable, Precinct 5	Bruce Elfant	
County Clerk	Dana DeBeauvoir	
District Clerk	Amalia Rodriguez-Mendoza	
Sheriff	Terry Keel	
County Treasurer	Dolores Ortega-Carter	
Tax Assessor/Collector	Nelda Wells Spears	
District Attorney	Ronnie Earle	
Counseling Center	Caryl Colburn	
County Surveyor	M. O. Metcalfe, Jr.	Metcalfe & Sanders, Inc.
County Auditor	Susan Spataro	
County Extension Agent	Jim Smith	
EMS Director	Deborah Rich	
Environmental Officer	David Pimentel	
Facilities Engineer	Vacant	
Investments Manager	Cheryll Adair	
General Services	John Sutton	
Human Services, Acting Director	Verna Browning	
Human Resources Director	Marye Mauldin-Taylor	Austin Electronics
Information Systems Director	Frank Curcio	Amigos Bibliographic Council, Inc.
Chief Juvenile Probation Officer	Estrela P. Medina	
Juvenile Public Defender	Elaine Carpenter	
Medical Examiner	Roberto Bayardo	
PIPD, Director	Joseph Gieselman	
Pretrial Services	Jim Rust	
ATACS	Jim Rust	
Purchasing Agent	Cyd Grimes	
TRIAD	Sherry Nethaway	
Veterans Service Officer	Bill McLemore	McLemore Quarterhorses
Director of Planning and Budget	Christian Smith	
Criminal Justice Planner	Dinah Dinwiddie	

EXHIBIT A  
**LIST OF KEY PERSONS**  
 January 17, 1995

(Former Employees)

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Facilities Engineer	Randolph Williford	04/19/94
Human Services Director	Mercy Pena	04/29/94
Administrative Assistant	Lisa Webb	05/06/94
#Commissioner, Precinct 2	Barbara Carlson	12/31/95
#Commissioner, Precinct 2 (spouse)	Jerry Carlson	12/31/95
#Commissioner's Assistant	Connie Zamorsky	12/31/95
#Commissioner, Precinct 4	Marcos de Leon	12/31/95
#Commissioner, Precinct 4 (spouse)	Hortensia Palomares	12/31/95
#Commissioner's Assistant	Gavino Fernandez, Jr.	12/31/95
#County Court @ Law Judge	Steve Russell	12/31/95
#Justice of the Peace, Precinct 4	Ricardo Madrigal	12/31/95

- \* - Identifies employees who have been in that position less than a year.
  - # - Indicates a change from the last key list-issue.
- List of employees and the date their 365 day limit will expire is attached.

EXHIBIT A

ATTACHMENT A

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

FUNERAL HOME SERVICES

Contractor Agrees that it will:

Refer to Department any clients which have been unable to make financial arrangements for funeral services using their own resources.

Remove the corpse from the place of death (within Travis County).

NOT accept any payment for additional services other than those to be provided under the County's Burial Assistance Policies, with the exceptions of grave site preparation fees and out-of-town transportation fees as allowed under the Policies regarding the use of existing plots and/or burial in a military cemetery.

Prepare the corpse for burial.

Provide the appropriate size casket meeting standards of the casket industry (no family selection).

As appropriate, provide for viewing of the body one (1) hour prior to departure for cemetery.

Provide transportation of body to cemetery as authorized under the County's Burial Assistance Policies.

Conduct brief graveside service.

File all required documentation.

Provide a temporary marker.

Provide all services without discrimination based on race, color, national origin, religious beliefs, sex age, or handicap.

Make certain that the appropriate personnel at its property are aware of its guidelines.

Communicate with the Director should any problems develop.

*initials*  
*JMK*



ATTACHMENT B

DUTIES AND RESPONSIBILITIES OF COUNTY

FUNERAL HOME SERVICES

County, through the Travis County Department of Human Services, agrees that it will:

Provide information to persons inquiring or applying for services.

Determine eligibility for indigent burial requests.

Provide funeral home reimbursement for approved cases in the amounts specified herein.

Coordinate the provision of grave site space at Travis County International Cemetery, or the cemetery to be designated by County.

Notify the Travis County Public Improvement and Transportation Department (or its successor Department) to make grave site preparations with advance notice of at least twenty-four (24) hours.

Notify the Travis County Department of General Services (or its successor Department) to install the lowering device after grave site preparations are complete.

Provide Department Caseworkers who will be in attendance at least fifty percent (50%) of all approved indigent burials.

Submit necessary billing documentation to Contractor within five (5) working days of approval.

Refer ineligible applicants for the funeral home of their choice for possible "Hardship Funeral" arrangements.

Not discriminate on the basis of race, color, national origin, religious beliefs, sex, age, or handicap.

Communicate with Contractor should any problems develop.

Provide participants with a copy of "Travis County Burial Assistance Policies" and secure agreement by Participant to meet the responsibilities therein.

Handle all contact with Contractor.

ATTACHMENT C

SCHEDULE OF RATES/FEEES

FUNERAL HOME SERVICES

COUNTY SHALL PROVIDE CONTRACTOR REIMBURSEMENT FOR APPROVED CASES IN THE FOLLOWING AMOUNTS:

\$ 800.00	oversized adult
\$ 650.00	adult (regular size)
\$ 300.00	child (3 ft. to 5 ft. 6 in. casket)
\$ 200.00	infant (1 ft. 9 in. to 2 ft. casket)

ATTACHMENT D

POLICIES

TRAVIS COUNTY

BURIAL ASSISTANCE POLICIES

TRAVIS COUNTY DEPARTMENT OF HUMAN SERVICES

GENERAL INFORMATION

Indigent burials are available to Travis County residents who lack the income or resources to afford any type of funeral expenses. All Indigent Burial requests must have written approval by designated County staff prior to funeral service.

TRAVIS COUNTY FINANCIAL COMMITMENT

Funeral Home Reimbursement:

- \$ 800.00 for an oversized adult
- \$ 650.00 for an adult (regular size)
- \$ 300.00 for a child (3 ft. to 5 ft. 6 in. casket)
- \$ 200.00 for an infant (1 ft. 9 in. to 2 ft. casket)

Provide graveside space at Travis County International Cemetery.

FUNERAL HOME'S COMMITMENT

Removal of body from place of death within Travis County.

Preparation of remains for burial.

Provision of appropriate size casket meeting standards of casket industry (no family selection).

Transportation of casket to cemetery within Travis County - Funeral Home ~~coach~~ for deceased only. Other transportation as provided for under the Travis County Burial Assistance Policies.

to ← Conduct brief graveside service - time to be coordinated by funeral home representative.

File all required documentation.

Provide a temporary marker.

### LIMITATIONS

No approval of assistance prior to death will be provided.

The Travis County Burial Assistance Policies do not include cremation as an option.

Viewing of the body may take place one (1) hour prior to departure for the cemetery.

Family/survivors may not pay for additional services other than those to be provided under the Burial Assistance Policies.

Unless otherwise authorized under certain exceptions, all interments will be at the Travis County International Cemetery.

### ELIGIBILITY FACTORS

Travis County requires that anyone requesting Indigent Burial Assistance first contact a funeral home of their choice and try to make financial arrangements using their own resources. If this cannot be accomplished, the funeral home will refer the individual to the Travis County Department of Human Services.

Applicant will read and sign the "Duties and Responsibilities of Participant" (attached to these policies as Exhibit 1), and will complete the Application form (attached to these policies as Exhibit 2) which will be reviewed for the following:

#### RESIDENCY

The deceased must have been residing in Travis County at the time of death.

#### INCOME

An income test will be applied to a relative making application on behalf of the deceased who by law has the right to control the disposition of the decedent's remains. The income test will consist of reviewing all income being received by the applicant's household at the time of application. The gross income must be at or below 100% of the Federal Poverty Income Guidelines.

The income test will not apply in those situations where there are no surviving relatives known and a friend is having to make application on behalf of the deceased. In that situation, only the available resources of the deceased will be considered.

#### OTHER

Insurance Policies. In those situations where the value of the available insurance policy/policies is less than \$2,000.00, the

family may be referred to the funeral home for possible consideration of a private Hardship Funeral arrangement.

Existing family plots/military cemeteries. Burial under the Travis County Burial Assistant Policies may be approved using an existing family plot so long as the family assumes responsibility for all additional transportation and grave site preparation fees. In addition, An approval may be given under the Policies if a family has obtained permission to use a military cemetery so long as the family assumes responsibility for all additional transportation and gravesite preparation fees.

The possibility of family contributions from extended-family members will be explored as a potential resource.

#### DEFINITIONS

"Commissioners Court" means Travis County Commissioners Court.

"Director" means the Director of the Travis County Department of Human Services, or her designee.

"Eligible Client" means an individual approved by the Department for referral to Contractor.

"Is doing business" and "has done business" mean:

A. Paying or receiving any money or other valuable thing in exchange for personal services or for purchased or use of any property interest, either real or personal, either legal or equitable; or

B. Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

A. Any payments, receipts, loans, or receipts of a loan which are less than \$250.00 per calendar year in the aggregate; or

B. Any retail transaction for goods or services sold to a key person at a posted, published, or marked price available to the general public.

"Fiscal year" means the County's fiscal year which begins on October 1 of each year and ends on September 30 of each year.

"Key Person" means any person or business listed by the Commissioners Court on the Key Persons List, as issued by the Commissioners Court from time to time.

EXHIBIT 1

Travis County Burial Assistance Policies  
TRAVIS COUNTY DEPARTMENT OF HUMAN SERVICE  
BURIAL ASSISTANCE APPLICATION

I. STATUTORY GUIDELINES. County will provide all services in accordance with all applicable federal, state, and local laws, rules and regulations. In determining the individual responsible for the disposition of remains, County will use the following guideline:

TEX. HEALTH & SAFETY CODE ANN., Section 711.002, "Disposition of Remains; Duty to Inter:

Unless a decedent has left directions in writing for the disposition of the decedent's remains as provided in Subsection (g), the following persons, in the priority listed, have the right to control the disposition, including cremation, of the decedent's remains, shall inter the remains, and are liable for the reasonable cost of the interment:

- (1) the person designated in a written instrument signed by decedent;
- (2) the decedent's surviving spouse;
- (3) any one of decedent's surviving adult children;
- (4) either one of the decedent's surviving parents;
- (5) any one of the decedent's surviving adult siblings;
- or
- (6) any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.

II. DECEASED - INFORMATION

NAME \_\_\_\_\_ DATE OF DEATH \_\_\_\_\_

ADDRESS \_\_\_\_\_ PLACE OF DEATH \_\_\_\_\_

\_\_\_\_\_ CAUSE OF DEATH \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

AGE \_\_\_\_\_

INCOME (type/amount) \_\_\_\_\_  
RESOURCES (burial policies, checking account, savings account, trust funds, etc.) \_\_\_\_\_

VETERAN: \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ BRANCH OF SERVICE \_\_\_\_\_

SURVIVORS NAME	RELATIONSHIP
_____	_____
_____	_____
_____	_____

III. APPLICANT - INFORMATION

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

ADDRESS \_\_\_\_\_ ID VIEWED \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

INCOME \_\_\_\_\_  
RESOURCES \_\_\_\_\_

IV. FUNERAL HOME - INFORMATION

NAME \_\_\_\_\_ EXPECTED DATE OF INTERMENT \_\_\_\_\_

ADDRESS \_\_\_\_\_ TELEPHONE \_\_\_\_\_

CEMETERY \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_

APPLICANT'S PRINTED NAME: \_\_\_\_\_

FOR OFFICE USE:

DATE OF APPLICATION \_\_\_\_\_

ADDITIONAL INFORMATION

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

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

DATE \_\_\_\_\_

CASEWORKER SIGNATURE \_\_\_\_\_

EXHIBIT 2

Travis County Burial Assistance Policies

DUTIES AND RESPONSIBILITIES OF PARTICIPANT

Participant agrees:

To attempt initially to contact the funeral home of their choice and attempt to make financial arrangements using their own resources.

Not to violate any policies or rules of the Contractor.

Not to hold Contractor or County responsible for any liability incurred because of participation in this program whether that liability results from physical damage, bodily injury, or other causes.

APPLICANT:

By signing this "Responsibilities of Participant" form, you agree that you will not hold Contractor or County responsible for any liability incurred on the property because of participation in this program whether that liability results from physical damage, bodily injury, or other causes.

I acknowledge that I have read and do understand all of the above Travis County Burial Assistance Policies, including the policy that family/survivors may not pay for additional services other than those provided under the policy, and that all of the information I have given in relationship to this application is true and factual.

\_\_\_\_\_  
Signature of Participant  
Printed  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Printed  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_



MODIFICATION OF CONTRACT NUMBER: PS000169MQ

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rebecca Gardner TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>February 9, 2006</b>
ISSUED TO: Phillips Upshaw & Richards 1410 E. 12 <sup>th</sup> Street Austin, Texas 78702	MODIFICATION NO.: <b>1</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>April 25, 1995</b>
ORIGINAL CONTRACT TERM DATES: <u>April 25, 1995-October 1, 1995</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2005-September 30, 2006</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:  
Original Contract Amount: As Needed Current Modified Amount: As Needed

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.

Upon execution of this modification, the contract is modified as provided below.

Replacement of attachment C "Reimbursement Rates"

See attached for further details

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

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

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>2/17/06</u>
---	-------------------------

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

AMENDMENT OF CONTRACT BETWEEN  
TRAVIS COUNTY AND  
PHILLIPS UPSHAW & RICHARDS FUNERAL HOME  
FOR FUNERAL HOME SERVICES

This Amendment ("Amendment") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Phillips Upshaw & Richards Funeral Home ("Contractor").

County and Contractor entered into an agreement ("Contract"), the current term of which began October 1, 2005, and terminates September 30, 2006.

Contractor agreed to provide services personal and professional services for the care of indigents and other qualified recipients in the form of indigent burial services, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for amendment of the Contract by the written agreement of the Parties and by other means.

County and Contractor desire to amend the Contract to reflect certain mutually agreed upon changes in the Contract.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Contract as follows:

1.0 CHANGE IN CONTRACT RATE

1.1 County and Contractor agree that Section 4.2, "Rate for Payment," of the Contract provided for payment by County to Contractor at an agreed upon rate as specified in Attachment C, "Reimbursement Rates," to the Contract.

1.2 County and Contractor agree that Section 5.3, "Amendments," subsection 5.3.1 allows County and Contractor to amend the agreement by written document signed by both parties.

1.3 County and Contractor agree that Section 5.3, "Amendments," subsection 5.3.2, provides as follows:

Travis County may amend the terms of the attachments, including the rates set forth in Attachment C, by sending a notice of rate change at least sixty (60) days prior to the effective date of the change. If Contractor does not send a notice stating that the change is unacceptable prior to its effective date, Contractor shall be presumed to have accepted the change.

1.4 Pursuant to the above-referenced Contract terms, County and Contractor hereby agree to change the rates for payment by deleting Attachment C of the Contract and substituting

Attachment C-1, included in this Amendment as Exhibit 1. The effective date of this change shall be the earlier of the following:

1.4.1 March 15, 2006, if no response is provided by Contractor to the notice of the rate change in the form of this Amendment; or

1.4.2 The date of receipt of this Amendment fully executed by Contractor

1.5 County and Contractor acknowledge and agree that this Amendment constitutes notice of a rate change pursuant to section 5.3.2 of the Contract.

## 2.0 INCORPORATION

2.1 County and Contractor hereby incorporate the Contract into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Contract. The Contract with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

## 3.0 EFFECTIVE DATE

3.1 This Amendment is effective according to the provision in Section 1.4.

**EXHIBIT 1**

Travis County Schedule of Reimbursement to Funeral Home Vendors for Indigent Burial

(A) Funeral Home Reimbursement

- (1) \$1,000.00 for an oversized adult (at the discretion of the funeral home to determine)
- (2) \$850.00 for an adult (regular size)
- (3) \$500.00 for a child (3 ft. to 5 ft., 6 in. casket)
- (4) \$400.00 for an infant (1 ft. 9 in. to 2 ft. casket)

(B) Approved out of County Transportation Expense Reimbursement

- (1) Mileage will be reimbursed to pick up decedents who are eligible for indigent burial and are current residents of Travis County, but died outside of Travis County. Mileage reimbursement is set at the current rate the Court allows for Travis County employee mileage reimbursement.
- (2) The Funeral Home will need to provide the starting address and address of pick up.
- (3) All mileage numbers will be verified using a reliable internet website.
- (4) Costs of up to \$150.00 may be authorized without Executive Manager approval, if funds are available.
- (5) Any transportation reimbursement costs that exceed \$150.00 or the budgeted amount of the line item, will require Executive Manager approval.



STATE OF TEXAS }  
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 12-26-08  
Name of Affiant: J M Richard  
Title of Affiant: President  
Business Name of Contractor: Phillips Hushaw & Richard Funeral Home  
County of Contractor: TRAVIS

Affiant on oath swears that the following statements are true:

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

J M Richard  
Signature of Affiant

1410 E. 12th St  
Austin, Tx 78702

Address

SUBSCRIBED AND SWORN TO before me by J.M. Richard  
on December 26, 2008.



Annie Hue Robertson  
Notary Public, State of Texas  
Annie Hue Robertson  
Typed or printed name of notary  
My commission expires: July 03, 2012

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

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 bid is due with any key person.

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**August 6, 2008**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant .....	Cheryl Brown	
Executive Assistant.....	Nicole Grant*	
Executive Assistant.....	Melissa Velásquez	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis .....	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer .....	Daffer McDonald, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon*	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3.....	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse).....	Charlyn Daugherty.....	Commemorative Brands, Inc.
Executive Assistant.....	Robert Moore	
Executive Assistant.....	Martin Zamzow	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
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	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .	Randy Leavitt	
Executive Assistant, Civil Division .....	Jim Collins	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .	Tamara Armstrong	
Attorney, Transactions Division .	Daniel Bradford*	
Attorney, Transactions Division .	Mary Etta Gerhardt	
Attorney, Transactions Division .	Barbara Wilson	
Attorney, Transactions Division .	Jim Connolly	
Attorney, Transactions Division .	Tenley Aldredge	
Attorney, Transactions Division .	Julie Joe	
Attorney, Transactions Division .	Christopher Gilmore*	
Attorney, Transactions Division .	Stacy Wilson	
Attorney, Transactions Division .	Sarah Churchill*	
Purchasing Agent .....	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	



**CURRENT - continued**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV .. .. .	Diana Gonzalez	
Purchasing Agent Assistant IV .. .. .	Lee Perry	
Purchasing Agent Assistant IV .. .. .	Jason Walker	
Purchasing Agent Assistant IV .. .. .	Richard Villareal	
Purchasing Agent Assistant IV .. .. .	Oralia Jones, CPPB	
Purchasing Agent Assistant IV .. .. .	Lori Clyde, CPPB	
Purchasing Agent Assistant IV .. .. .	Scott Wilson*	
Purchasing Agent Assistant IV .. .. .	Jorge Talavera, CPPB	
Purchasing Agent Assistant III... .. .	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III... .. .	Michael Long, CPPB	
Purchasing Agent Assistant III... .. .	Rebecca Gardner	
Purchasing Agent Assistant III... .. .	Rosalinda Garcia	
Purchasing Agent Assistant III... .. .	Loren Breland	
Purchasing Agent Assistant II... .. .	Donald E. Rollack	
Purchasing Agent Assistant II... .. .	Nancy Barchus, CPPB	
HUB Coordinator .. .. .	Sylvia Lopez	
HUB Specialist. .... .	Betty Chapa	
HUB Specialist. .... .	Jerome Guerrero	
Purchasing Business Analyst .... .	Scott Worthington	
TNR .. .. .		

**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.

# 9

Travis County Commissioners Court Agenda Request

Voting Session 1/20/09 1/21/09  
(Date)

Work Session \_\_\_\_\_  
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on:

- A. Amendment to the Advanced Funding Agreement for Voluntary Transportation Improvement Projects with the State of Texas and Travis County for the permanent traffic improvements on RM 2244 at Loop 360.
- B. Termination of the Idemnification Agreement with Palisades West West, L. P. to fund the permanent traffic improvements on RM 2244 at Loop 360 in Precinct 3.

C. Approved by:

\_\_\_\_\_  
Commissioner Karen Huber, Precinct Three

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

AB Anna Bowlin: 854-7561  
\_\_\_\_\_  
\_\_\_\_\_

III. Required Authorizations: Please check if applicable:

- \_\_\_\_\_ Planning and Budget Office (854-9106)
- \_\_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_\_ Transfer of existing funds within or between any line item budget
- \_\_\_\_\_ Grant
- \_\_\_\_\_ Human Resources Department (854-9165)
- \_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)
- \_\_\_\_\_ Purchasing Office (854-9700)
- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- \_\_\_\_\_ County Attorney's Office (854-9415)
- \_\_\_\_\_ Contract, Agreement, Policy & Procedure

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



## TRANSPORTATION AND NATURAL RESOURCES

---

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

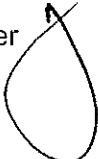
411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

### MEMORANDUM

January 12, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, A.I.C.P.  
Division Director, Development Services 

SUBJECT: RM 2244 at Loop 360 Advanced Funding Agreement and Indemnification Agreement

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

Travis County approved the original Advanced Funding Agreement (AFA) for improvements on SH71 related to the RM 2244 at Loop 360 on July 22, 2008. The purpose of the AFA was for the widening of RM 2244 at Loop 360. This amendment is to terminate the AFA and the Indemnification Agreement with Palisades West West, L. P.. The project received bids lower than anticipated and the Texas Department of Transportation (TxDOT) determined that the fixed amount of \$300,000 would be better utilized on another project. TxDOT has expressed a desire to have the \$300,000 from the AFA transferred to the Capital Area Metropolitan Planning Organization (CAMPO). The developer is in agreement with transferring the funds to CAMPO. The first step in the process is for Travis County to release the funds so they will be available for an agreement between TxDOT and CAMPO.

TNR staff recommends this motion.

#### **BUDGETARY AND FISCAL IMPACT:**

None.

#### **REQUIRED AUTHORIZATIONS:**

None.

#### **EXHIBITS:**

Amendment to Advanced Funding Agreement  
November 18, 2008 letter from Cousins Property  
Advanced Funding Agreement  
Indemnification Agreement

AMB:ab  
1105



RECEIVED  
COUNTY JUDGE'S OFFICE

08 NOV 18 PM 1:46

November 18, 2008

The Honorable Samuel T. Biscoe  
Travis County Judge  
314 West 11th St., Suite 520  
Austin, Texas

Dear Judge Biscoe:

I am writing this letter to indicate Cousins Properties support and approval for Travis County to reallocate the \$300,000 of funds, which we previously provided to the County for improvements to RM 2244, directly to the Capitol Area Metropolitan Planning Organization (CAMPO) for their use as they deem necessary.

Thank you and the Court's efforts to get improvements to RM 2244 made and for your continued support of CAMPO. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Hendricks", written over a horizontal line.

Tim Hendricks  
Senior Vice President  
Cousins Properties Incorporated

CC: Bob Daigh

CSJ #2102-01-058  
District # 14  
Code Chart 64 #50227  
RM 2244 at LP 360 (Palisades)

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #1**

**THIS AMENDMENT IS MADE BY AND BETWEEN** the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Travis County, acting by and through its duly authorized officials, hereinafter called the Local Government.

**WITNESSETH**

**WHEREAS**, the State and the Local Government executed a contract on August 5, 2008, to effectuate their agreement to construct intersection improvements on RM 2244 at LP 360; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**Article 1. Description of Amended Items**

The Project received bids lower than anticipated and the State and Local Government determined that the fixed amount of \$300,000 would be better utilized on another project. Therefore,

In accordance with Article 11. Termination, this contract will terminate effective when signed by the last party whose signing makes this amendment fully executed.

In accordance with Article 11. Termination, an amount equal to \$300,000 will be remitted to the Local Government as funds paid by the owing party.

All other provisions of the original contract are unchanged and remain in full force and effect.

**Article 2. Signatory Warranty**

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Name of Local Government  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

CSJ # 2102-01-058  
District # 14 - Austin  
Code Chart 64 #50227  
RM 2244 at LP 360

22

THE STATE OF TEXAS           §  
THE COUNTY OF TRAVIS       §

 ORIGINAL

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Travis County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Commission Minute Order Number 109460 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of the widening of RM 2244 from east of Redbud Trail to 2200 feet west of LP 360, hereinafter called the "Project"; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

**AGREEMENT**

**Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

**Article 2. Project Funding and Work Responsibilities**

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Project Budget and Description which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Project Budget and Description, also specifies those Project items of work that are the responsibility of the

CSJ # 2102-01-058  
District # 14 - Austin  
Code Chart 64 #50227  
RM 2244 at LP 360

Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

### **Article 3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### **Article 4. Adjustments Outside the Project Site**

The State will provide for all necessary right-of-way and utility adjustments.

### **Article 5. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

### **Article 6. Document and Information Exchange**

Does not apply to this project.

### **Article 7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

### **Article 8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.



CSJ # 2102-01-058  
District # 14 - Austin  
Code Chart 64 #50227  
RM 2244 at LP 360

#### **Article 9. Increased Costs**

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

#### **Article 10. Maintenance**

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

#### **Article 11. Termination**

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

#### **Article 12. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

CSJ # 2102-01-058  
District # 14 - Austin  
Code Chart 64 #50227  
RM 2244 at LP 360

Local Government:	State:
Joe Gieselman Executive Manager P.O. Box 1748 Austin, Texas 78767-1748	Robert B. Daigh, P.E. Austin District Engineer P.O. Drawer 15426 Austin, Texas 78761-5426

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**Article 13. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**Article 14. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**Article 15. Amendments**

By mutual written consent of the parties, this contract may be amended prior to its expiration.

**Article 16. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 17. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**Article 18. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

CSJ # 2102-01-058  
District # 14 - Austin  
Code Chart 64 #50227  
RM 2244 at LP 360

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By RHS Jund / PE Date 8/5/08  
for District Engineer

**THE LOCAL GOVERNMENT**

Name of the Local Government **TRAVIS COUNTY**

By Samuel T. Biscoe Date 7-22-08

Typed or Printed Name and Title Samuel T. Biscoe  
Travis County Judge

CSJ # 2102-01-058  
 District # 14 - Austin  
 Code Chart 64 #50227  
 RM 2244 at LP 360

## ATTACHMENT A

### Project Budget and Description

The Local Government will contribute a fixed amount towards the cost of construction to widen RM 2244 from east of Redbud Trail to 2200 feet west of LP 360. The Local Government's participation is fixed at \$300,000 toward the cost of these improvements. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction of RM 2244 widening	\$4,500,000	80%	\$3,360,000	20%	\$840,000	Fixed	\$300,000
Subtotal							
Direct State Costs (5%)	\$225,000	0%	\$0	100%	\$225,000	0%	\$0
Indirect State Costs (no local participation required except for service projects) 4.27%	\$0	0%	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$4,725,000</b>		<b>\$3,360,000</b>		<b>\$1,065,000</b>		<b>\$300,000</b>

Local Government's Participation (Fixed) = \$300,000

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government.

CSJ # 2102-01-058  
District # 14 - Austin  
Code Chart 64 #50227  
RM 2244 at LP 360

## Work Responsibilities

### 1. Engineering Services

- A. The State shall prepare or cause to be prepared the engineering plans, specifications, and estimates (P.S. & E.) necessary for the development of the Project. The P.S. & E. shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.
- B. The engineering plans shall conform to the design criteria in the State's Roadway Design Manual, the current Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and the Texas Accessibility Standards.

### 2. Environmental

- A. The State shall prepare the appropriate environmental documentation required for clearance of the Project.
- B. To the extent required to complete the Project, the State will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project.

### 3. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.

LJA

## Indemnification Agreement

This Agreement ("Agreement") is entered into by and between Palisades West, LLC ("DEVELOPER") and Travis County, Texas, a political subdivision of the State of Texas ("COUNTY"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Texas Department of Transportation ("TxDOT") has agreed to construct or install the improvements to the state highway system described in the Advanced Funding Agreement ("AFA") between the COUNTY and TxDOT, which is attached hereto as Exhibit A and incorporated herein for all purposes ("The Project"); and

WHEREAS the DEVELOPER has agreed with TxDOT to pay a fixed amount of \$300,000.00 towards the costs of the Project ("Developer Payment"); and

WHEREAS, because TxDOT's policy is to accept money for projects to improve state highways only from local governments, the DEVELOPER has requested the COUNTY to accept the Developer Payment from the DEVELOPER and pass it through to TxDOT pursuant to the AFA; and

NOW, THEREFORE, the Parties agree as follows:

The DEVELOPER and the COUNTY anticipate that the COUNTY and TxDOT will enter into the AFA.

The DEVELOPER shall pay the COUNTY the Developer Payment upon full execution of this Agreement; provided however the Developer Payment will be promptly refunded to DEVELOPER if commencement of construction of the Project has not occurred by October 1, 2008.

The DEVELOPER and the COUNTY agree that, if the COUNTY and TxDOT execute an AFA on substantially the same terms as that attached here as Exhibit A, then the COUNTY shall pay to TxDOT the Developer Payment pursuant to the AFA.

If TxDOT asserts that the COUNTY is obligated to perform an act or pay a sum under the AFA, the COUNTY shall not be required to deny, challenge, or litigate that obligation or requirement, and the DEVELOPER may not assert the failure or refusal of the COUNTY to so deny, challenge, or litigate as a defense or condition to meeting the requirements of this Agreement.

Upon TxDOT notifying the COUNTY in writing that the project is complete and that the COUNTY has no more obligations to TxDOT under the AFA, the COUNTY shall refund to the DEVELOPER any portion of the Developer Payment that TxDOT refunds to the COUNTY under the AFA.

### Miscellaneous

- (a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate addresses specified, with copies, as noted below:

**County:** Joe Gieselman (or successor)  
Executive Manager, TNR  
PO BOX 1748  
Austin, TX 78767

**Copy to:** David Escamilla (or successor)  
Travis County Attorney  
PO BOX 1748  
Austin, TX 78767  
Attn: File No. 163.1599

**Developer:** Palisades West, LLC  
c/o Cousins Properties Texas LP  
401 Congress, Suite 1190  
Austin, Texas 78701  
Attn: Tim Hendricks

**Copy to:** William C. Bryant  
DuBois, Bryant & Campbell, LLP  
700 Lavaca, Suite 1300  
Austin, Texas 78701

The Parties may change their respective address for purposes of giving notice by giving at least five days written notice of the new address to the other Party. If any date or period provided in the Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period shall be extended to the next business day.

- (b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreement, representations, and understanding, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval, or any other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.
- (d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County.
- (e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act or conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as may be necessary after such occurrence to remedy the effects thereof.

(g) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits, or liability resulting from, the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the plans and specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.

(h) The Parties acknowledge that in the event of default or any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement. The DEVELOPER agrees to pay and the COUNTY shall be entitled to recover reasonable attorney's fee and other collection costs if the COUNTY refers collection of a sum owed under or enforcement of this Agreement to an attorney.

(i) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suit pursued relating to this Agreement will be filed in a court of Travis County, Texas.

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

(k) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

(l) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, right, or remedies under, or by reason of this agreement.

(m) This Agreement is effective upon execution by all Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like



manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding on each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in, multiple copies, each of equal dignity, on this 22 day of July, 2008.

TRAVIS COUNTY, TEXAS

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

Date: 7-22-08

DEVELOPER: PALISADES WEST, LLC  
A Delaware limited liability company

By: Cousins Properties Palisades LLC,  
A Texas limited liability company,  
Its Managing Member

By: Cousins Properties Incorporated,  
A Georgia Corporation,  
Its Sole Member

By: [Signature]  
Name: Tom Hendricks  
Title: Senior Vice President

Date: 7-21-08



**TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST**

Voting Session: January 20, 2009 1/21/09 Work Session: \_\_\_\_\_

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

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

B. Requested Text: Receive Staff Update on Designation of Travis County as Non-attainment for the 8-Hour Ozone National Ambient Air Quality Standard (NAAQS) and Court Consideration in Support of the 2009 Big Push Initiative.

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 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:

TNR: Jon White, Thomas Weber, Adele Noel

Legal: John Hille

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 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

RECEIVED  
COUNTY JUDGE'S OFFICE  
JAN 13 PM 5:53

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



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

---

411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
(512) 473-9383  
FAX (512) 854-9436

January 2, 2009

**MEMORANDUM**

**TO:** Members of the Commissioners' Court

**FROM:** Joseph P. Gieselman, TNR Executive Manager

**SUBJECT:** Receive Staff Update on Designation of Travis County as Non-attainment for the 8-Hour Ozone National Ambient Air Quality Standard (NAAQS) and Court Consideration in Support of the 2009 Big Push Initiative.

**Summary:** On December 10, 2008, the Texas Commission on Environmental Quality (TCEQ) approved the recommendation that Travis County be designated as a non-attainment area for the 8-hour ozone NAAQS. On December 17, 2008, the regional Clean Air Coalition (CAC) held a meeting to discuss the non-attainment designation for the new ozone standard.

Among the discussion items, the CAC was briefed on the 2009 "Big Push". If air monitoring in Travis County shows a 76ppb or less in 2009, Travis County could meet the EPA standard and avoid designation. We will not know until the end of the October 2009 whether or not we meet the standard. Modeling results show that it is plausible for Travis County to achieve 76ppb at the monitor.

Therefore, 2009 is the year of the "the Big Push" during the upcoming Ozone Season, to reduce ozone formation by better control of sources. Through the CAC, the initiative will be carried out by coalition members, including efforts to maximize public outreach and awareness, invitations to new cities to join in the effort, efforts to supply the area with low emitting diesel fuel, more stakeholder workshops, and other activities will be undertaken to reduce ozone. The CAC requests the participation of Travis County in the Big Push.

The CAC also discussed the impact on the region, should a non-attainment designation result. Actions required of non-attainment areas are general conformity, transportation conformity, non-attainment new source review, and Reasonably Available Control Measures.

General conformity requires a review of all new federal projects. General conformity is a project-level analysis that is required when a project's emissions are above the *de minimis* level.

Conformity can be demonstrated by: (1) showing emission increases are included in the State Implementation Plan (SIP); (2) State agrees to include increases in a SIP; (3) areas without SIPs, no new violations of NAAQS and/or no increase in frequency/severity of violations; (4) offsets, and (5) mitigation.

Transportation conformity is regional analysis of emissions from an area's on-road transportation system. Transportation conformity requires that new transportation projects have a neutral or positive impact on ambient air quality.

Non-attainment new source review can adversely affect new proposed facilities or development with emissions greater than threshold values; potential economic impacts.

Reasonably Available Control Measures (RACM) identify the lowest emission limit that a source or source category is capable of meeting after considering technological and economic feasibility. Examples of RACM are Stage I vapor recovery, restrictions on use of cut-back asphalt, and use of low emission gas cans. These type reductions have already been considered in the region's Early Action Compact and 8-Hour Ozone Flex Plan.

**Background:** Under the existing 8-hour Ozone Flex Plan in which Travis County is a signatory, a set of required and voluntary strategies is being implemented. At the same time, air monitoring results in this county show a continued decline in ambient ozone concentrations. These improvements have been enough to allow an attainment status for Travis County under the old 85ppb standard. However, EPA promulgated a new ozone standard of 75ppb in 2008. Monitoring results for 2006, 2007, and 2008 show that the design value for Travis County is 77ppb, which exceeds the new standard.

cc: Jon A. White, NREQ  
Thomas Weber, NREQ  
Adele Noel, NREQ

# 11

Travis County Commissioners Court Agenda Request

Voting Session 1/20/09 1/21/09  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for Elm Creek Section 5A and Section 5B, two subdivisions in Precinct 1.**

C. Approved by: \_\_\_\_\_  
Commissioner Ron Davis, Precinct One

II. A. Is backup material attached\*: Yes X No \_\_\_\_\_

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

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No \_\_\_\_\_ Please list those contacted and their phone numbers:

- |                          |                             |
|--------------------------|-----------------------------|
| Don W. Ward - 854-9383   | Jamie Mancillas - 854-9383  |
| Anna Bowlin - 854-9383   | Gayla Dembkowski - 854-9383 |
| Howard Herrin - 854-9383 | Scott Lambert - 854-9383    |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 473-9383  
FAX (512) 708-4649

### MEMORANDUM

DATE: January 9, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager  
*DWW*

FROM: Donald W. Ward, P.E., Division Director, Road Maintenance, Bridge and Fleet *DWW*

SUBJECT: Acceptance of dedication of Elm Creek Section 5A and Section 5B

#### **A. Summary and TNR Staff Recommendation:**

These subdivisions were recorded August 21, 2006, and February 20, 2008, respectively. These subdivisions have been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected.

The stop signs for Elm Creek Section 5A and Section 5B will be approved under Chapter 251 of the Texas Transportation Code.

Elm Creek Section 5A is accessed by Elm Creek Section 2, accepted for maintenance on March 11, 2007. Elm Creek Section 5B is accessed by Elm Creek Section 2, and Section 4, both accepted for maintenance. Section 5B has had a Letter of Map Revision (LOMR) approved by the Federal Emergency Management Agency (FEMA) on April 26, 2007. This action will add 1.05 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

#### **Budgetary and Fiscal Impacts:**

There are no budgetary impacts. Fiscal will be reduced to 10% Performance Period plus any unconstructed residential sidewalks.

#### **Exhibits:**

Approval of Construction (2)  
List of streets (2)  
Requirements (2)  
Sidewalk Inspection (2)  
Attached maps

DV:DWW:dv

1105 Elm Creek Section 5A  
1105 Elm Creek Section 5B



**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 13, 2008

**DEVELOPER:**

Centex Homes  
Mr. Keith H. Pearson  
8140 North Mopac, Bldg. 4, Suite 150  
Austin, TX 78759-8864  
Ph: 512-532-3355

**ENGINEER:**


Randall Jones Engineering, Inc  
Mr. Randall Jones, P.E.  
8212 East Braker Lane  
Austin, TX 78753  
Ph: 836-4793 Fx: 836-4817

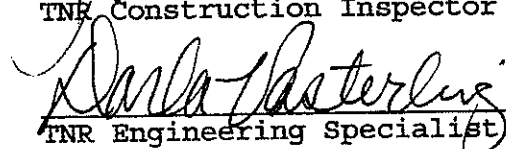
**SUBJECT: Elm Creek Section 5A**


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 and have a positive inspection by a Registered Accessibility Specialist.

BY:

  
TNR Construction Inspector - Lucious Henderson

 12/22/08  
TNR Engineering Specialist - Darla Vasterling

 12/29/08  
TNR Road Maintenance - Donald W. Ward

1102 Fiscal File  
1105 Subdivision File



**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:** 12/29/08

**DEVELOPER:**

Centex Homes  
Mr. Stephen E. Ashlock  
12301B Riata Trace Pkwy. Bldg. 2  
Austin, TX 78727  
Ph: 532-3355 Fx: 532-3342

**ENGINEER:**

Randall Jones Engineering, Inc  
Mr. J.Keith Collins, P.E.  
1212 E. Braker Lane  
Austin, TX 78753  
Ph: 836-4793 Fx: 836-4817

**SUBJECT:** Elm Creek Section 5B

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 and have a positive inspection by a Registered Accessibility Specialist.

All items have been received

BY:

A handwritten signature in black ink, appearing to read "Lucious Henderson", written over a horizontal line.

TNR Construction Inspector - Lucious Henderson

A handwritten signature in black ink, appearing to read "Darla Vasterling", written over a horizontal line.

TNR Engineering Specialist - Darla Vasterling

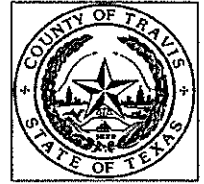
A handwritten signature in black ink, appearing to read "Donald W. Ward", written over a horizontal line.

TNR Road Maintenance - Donald W. Ward

1102 Fiscal file  
1105 Subdivision File



ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION  
Mapsco No. 532L-Q

Elm Creek Section 5A

Pct.# 1  
Atlas No. L-13

RECORDED AT DOC#200600263 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 8/21/06

SUBDIVISION CONTAINS 4STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	TYPE OFWIDTH OF CURB &			
					ROW	PVMNT	PVMNT	GUTTER
1	Blackeyed Susan Trail	from Majestic Elm Lane to Prairie Verbena Lane	628	0.12	50'	HMAC	30'F-F	Yes
2	Amaryllis Trail	from Majestic Elm Lane to Prairie Verbena Lane	552	0.10	50'	HMAC	30'F-F	Yes
3	Date Palm Trail	from Majestic Elm Lane to Prairie Verbena Lane	552	0.10	50'	HMAC	30'F-F	Yes
4	Prairie Verbena Lane	from SW cor Lot 11 Blk F to NE cor Lot 16 Blk K	694	0.13	60'	HMAC	40'F-F	Yes
5								
6								
7								
8								
9								
10								
11				2426				
12								

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 80

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-4

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-4 TOTALIN **0.46** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT\_1.

20-Jan-09  
DATE

*Donald W. Ward 1/7/09*  
Donald W. Ward, P. E., Division Director, Road and Bridge  
TRANSPORTATION AND ENGINEERING SERVICES

- DP = DOUBLE PENETRATION
- HMAC = HOT MIX ASPHALT
- C = CONCRETE
- UPP = UNPAVED, PIT RUN
- UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION  
Mapsco No. 532Q

Elm Creek Section 5B

Pct.# 1  
Atlas No. L-13

RECORDED AT DOC#200800049 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 2/20/08

SUBDIVISION CONTAINS 5 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	TYPE OF WIDTH OF CURB &			
					ROW	PVMNT	PVMNT GUTTER	
1	Basket Flower Bend	NW cor Lot 10 Blk G to 90' S of Prairie Verbena	708	0.13	60'	HMAC	40'F-F	Yes
2	Basket Flower Bend	90' S of Prairie Verbena to NW cor Lot 43 Blk G	1049	0.20	50'	HMAC	30'F-F	Yes
3	Prairie Verbena Lane	NW cor Lot 17 Blk K to Basket Flower Bend	217	0.04	60'	HMAC	40'F-F	Yes
4	Aleppo Pine Trail	SW cor Lot 34 Blk K to Basket Flower Bend	704	0.13	50'	HMAC	30'F-F	Yes
5	Wooly Bucket Cove	Basket Flower Bend to end of 50'R cul-de-sac	212	0.04	50'	HMAC	30'F-F	Yes
6	Majestic Elm Lane	from Red Elm Parkway to end of 50'R cul-de-sac	213	0.04	50'	HMAC	30'F-F	Yes
7								
8								
9								
10								
11				3103				
12								

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 106

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-5

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-5 TOTAL IN 0.59 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1.

20-Jan-09

DATE

*Donald W. Ward 1/7/09*

Donald W. Ward, P. E., Division Director, Road and Bridge  
TRANSPORTATION AND ENGINEERING SERVICES

- DP = DOUBLE PENETRATION
- HMAC = HOT MIX ASPHALT
- C = CONCRETE
- UPP = UNPAVED, PIT RUN
- UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS' COURT DATE



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

### *ELM CREEK SECTION 5A* REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 10/31/06 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, signed by COA inspector. § 82.604(c)(1)
- 10/31/06 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(c)(1)(B)
- 10/31/06 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303(c)] and accompanying Stop Sign Warrant sheet for each sign.
- Hold For SW 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), § 82.401(8)
- 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)
- 12/06/08 7. A letter from Texas Department of Licensing and Regulation (**or a Registered Accessibility Specialist**) approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed 53% const \$50,000.00 or when a variance is required). Plan approval required at time of Approval of Construction. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
- 12/1/06 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 common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 12/06/08 9. Approval of other agencies - cities, if in their ETJ; **Municipal or other Utility Districts.**
- NA 10. License Agreement (If there are any private improvements in Public ROW).



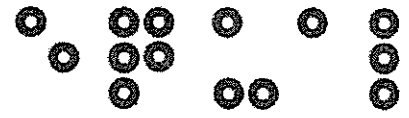
**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

**ELM CREEK SECTION 5B  
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION  
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF  
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 12/18/08 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, signed by COA inspector. § 82.604(c)(1)
- 12/18/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(c)(1)(B)
- 9/26/08 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303 (c)] and accompanying Stop Sign Warrant sheet for each sign.
- Red bond 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
- 8/23/07 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)
- 12/06/08 7. A letter from Texas Department of Licensing and Regulation (**or a Registered Accessibility Specialist**) approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or when a variance is required). Plan approval required at time of Approval of Construction. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
- 12/22/08 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 common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- OK 9. Approval of other agencies - cities, if in their ETJ; **Municipal or other Utility Districts.**
- NA 10. License Agreement (If there are any private improvements in Public ROW).



# Inspection Approved

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

**Note: The inspection is specific to the scope of work noted in the construction documents and the residential sidewalks in place at the time of our site review only.** Per Centex, over 50% of the residential sidewalks were completed at the time of the inspection. We have not reviewed of any residential sidewalks and/or drive pads which were not complete at the time of the review. We reviewed the following sidewalks and/or drive pads:

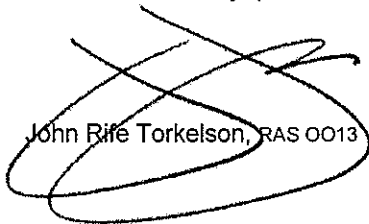
- Block K, Lots 3, 4, 9 and 15.
- Block F, All Lots.
- Block O, All Lots.
- Block P, All Lots except Lots 6, 8 and 11.
- Block Q, All Lots except Lots 22 and 28.

**This facility is not subject to review under the current Administrative Rules as published by TDLR. Therefore, this review is advisory in nature only and does not constitute a review as required under the Texas Architectural Barriers Act.**

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA Hotline, 800/ 949.4232 or the U.S. Department of Justice at 202/ 514.0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record of this facility, contact John Torkelson at 512/476.8675. Please reference the assigned project number in all future correspondence pertaining to this project.

Please call with any questions,



John Rife Torkelson, RAS 0013

**06 December 2008**

**Project Number: A 06251**

**Project:**

**Elm Creek Section 5A**

South side of US 290 East  
Austin, Texas 78621  
Plans Dated: 12 April 2006

**To:**

**Stephen Ashlock**  
Centex Homes  
8146 N. MoPac #100 Bldg. 4  
Austin, Texas 78759

**Inspection Performed by:**

John Torkelson  
25 April 2006

**Project Scope**

Construction of subdivision improvements to include streets, drainage, waste and wastewater.

**Distribution:**

File

the **ACCESS** partnership, l.p.

1314 possum trot  
austin texas 78703

512/476.8675 v

512/476.5646 f

800/987.8675

www.the-ACCESS-partnership.com



## Inspection Approved

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

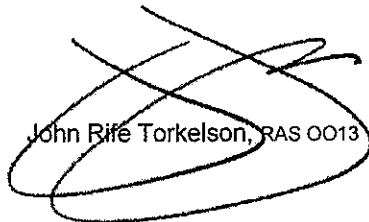
**Note: The inspection is specific to the scope of work noted in the construction documents only.** Since there were no residential sidewalks completed at the time of the inspection, we have not included a review of any residential sidewalks and/or drive pads.

**This facility is not subject to review under the current Administrative Rules as published by TDLR. Therefore, this review is advisory in nature only and does not constitute a review as required under the Texas Architectural Barriers Act.**

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA Hotline, 800/ 949.4232 or the U.S. Department of Justice at 202/ 514.0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record of this facility, contact John Torkelson at 512/476.8675. Please reference the assigned project number in all future correspondence pertaining to this project.

Please call with any questions,

  
John Rife Torkelson, RAS 0013

**17 August 2008**

**Project Number:** A 07387

**Project:**

**Elm Creek Section 5B**

SE of Blackeyed Susan Trl & Majestic Elm Ln  
Elgin, Texas 78653  
Plans Dated: June 2006

**To:**

**R. Brent Jones**  
Randall Jones Engineering, Inc.  
1212 E. Braker Lane  
Austin, Texas 78727

**Plans Reviewed by:**

John Torkelson  
22 May 2007

**Project Scope**

Construction of subdivision infrastructure to serve 106 lots including curb ramps & sidewalks not located in front of lots.

**Distribution:**

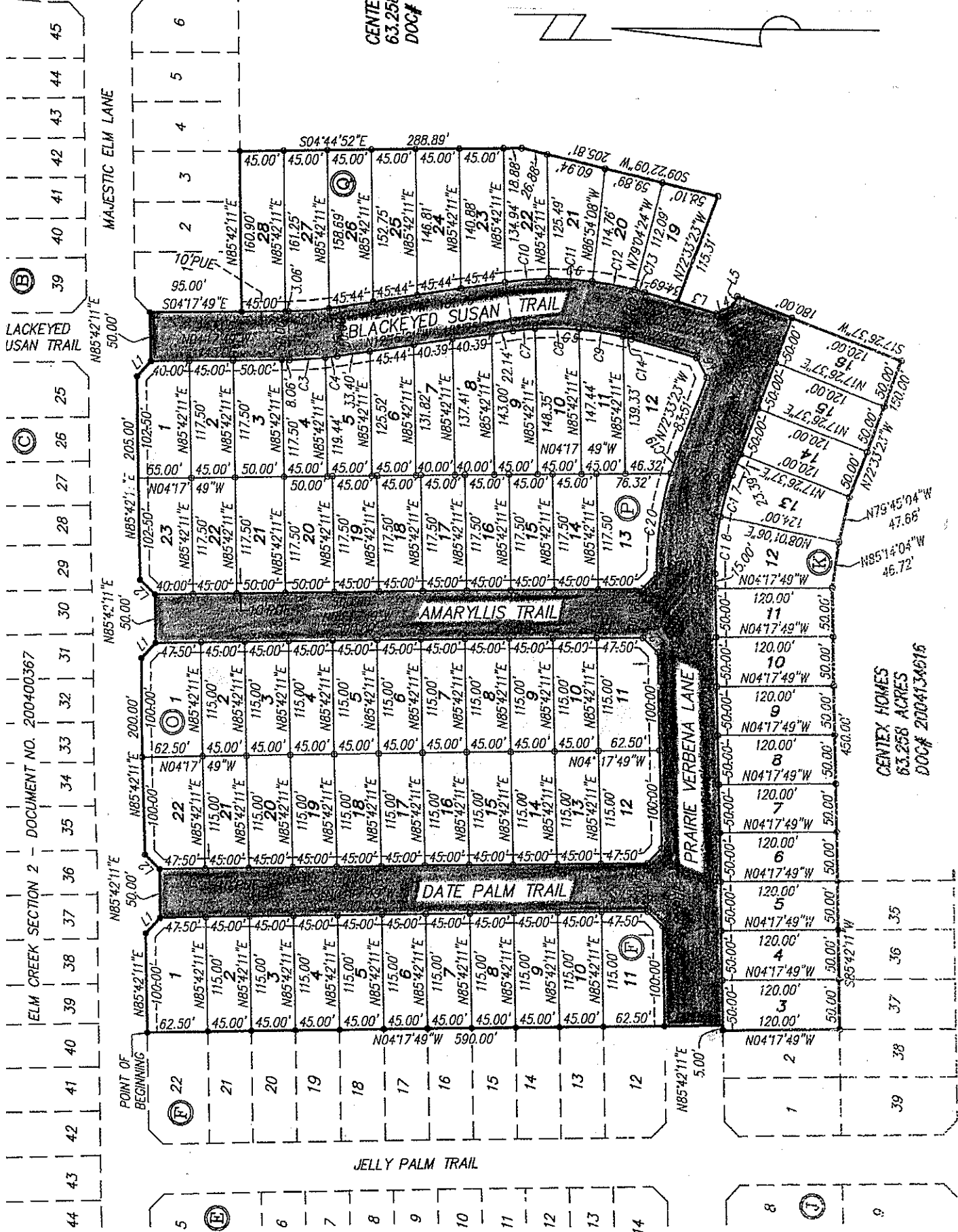
Geoff Guerrero- Centex Homes  
File

the **ACCESS** partnership, l.p.

1314 possum trot  
austin texas 78703  
512/476.8675 v  
512/476.5646 f  
800/987.8675  
www.the-ACCESS-partnership.com

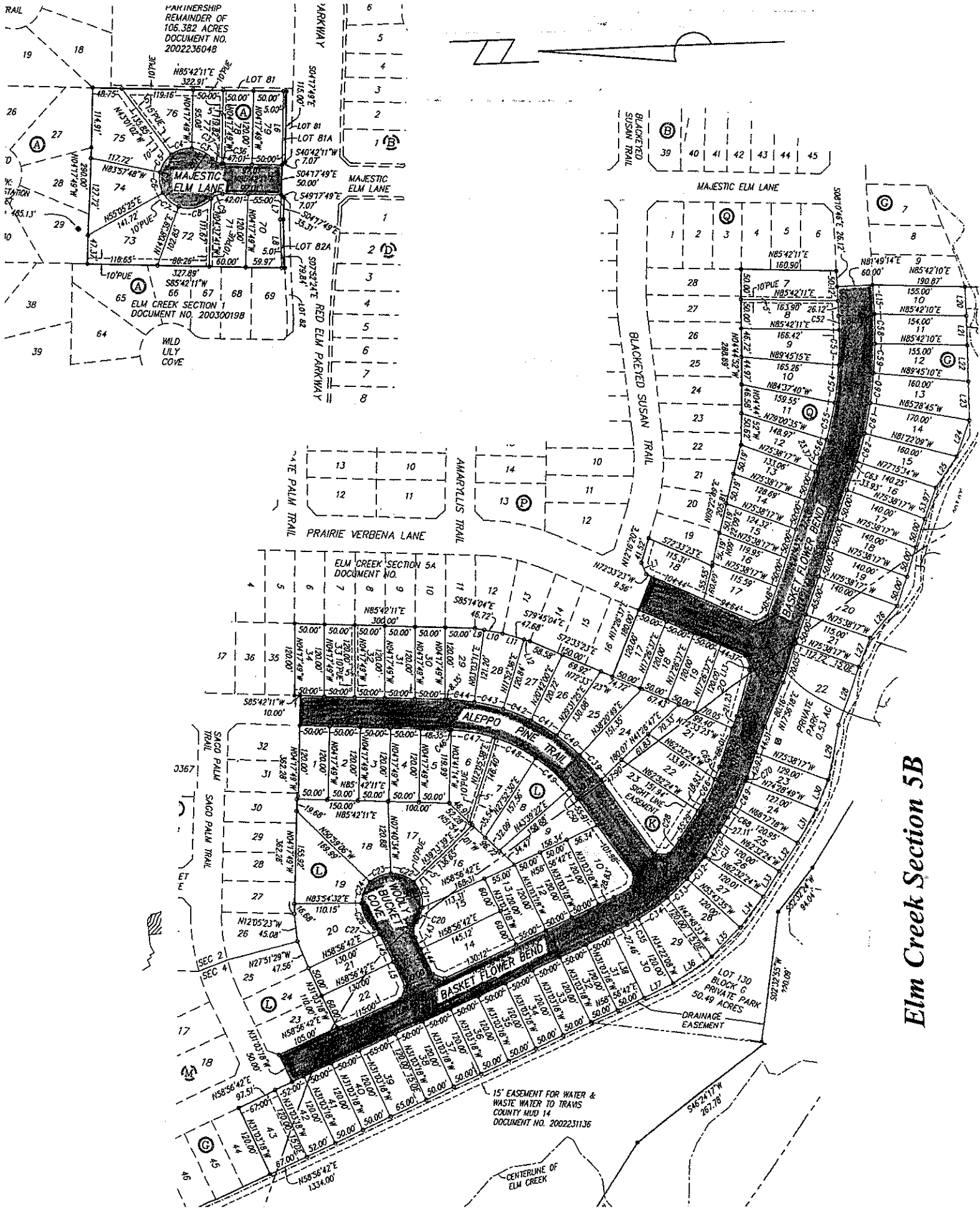
BASKET FLOWER BEND

CENTEX HOMES  
63.258 ACRES  
DOC# 2004134616



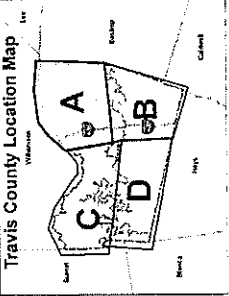
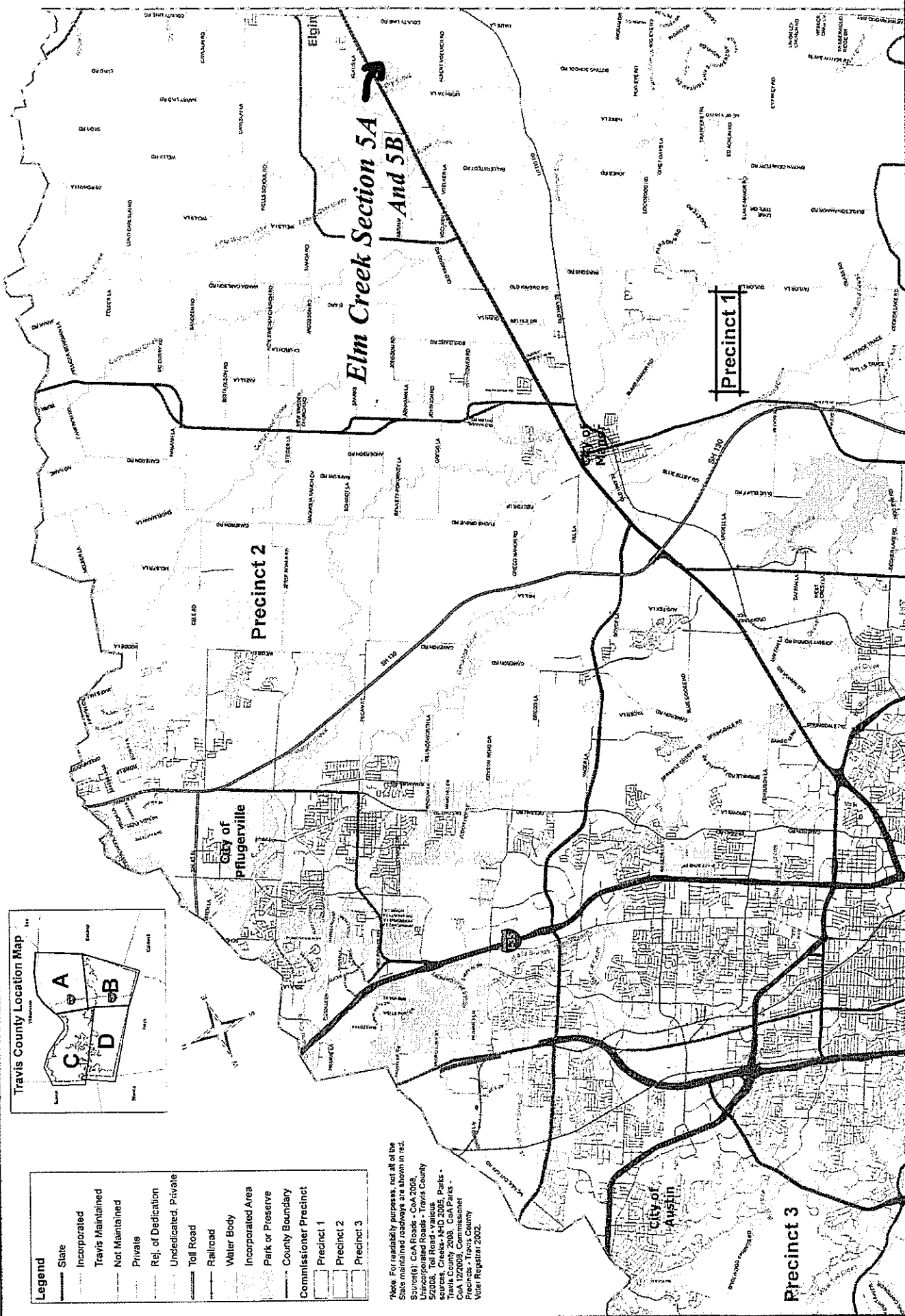
Elm Creek Section 5A

CENTEX HOMES  
63.258 ACRES  
DOC# 2004134616



Elm Creek Section 5B





Legend	
—	State
—	Incorporated
—	Travis Maintained
—	Not Maintained
—	Private
—	Rel. of Dedication
—	Undedicated, Private
—	Toll Road
—	Railroad
—	Water Body
—	Incorporated Area
—	Park or Preserve
—	County Boundary
—	Commissioner Precinct
—	Precinct 1
—	Precinct 2
—	Precinct 3

\*Note: For readability purposes, not all of the State maintained roadways are shown in red.  
 Source(s): CoA Roads - CoA 2008  
 Unincorporated Roads - Travis County  
 Survey, Check - MFD 2006, Parks -  
 Travis County 2008, CoA Parks -  
 CoA 12/2008, Commissioner  
 Precincts - Travis County  
 Voter Registrar 2002.

Map Prepared by: Travis County,  
 Dept. of Transportation & Natural  
 Resources. Date: 05/2008  
<http://www.co.travis.tx.us/maps>



# Travis County Roadways, Map A

Text Scale:  
 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 warranty of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-6335.

# 12

Travis County Commissioners Court Agenda Request

Voting Session 1/20/09 1/21/09 Work Session \_\_\_\_\_  
(Date) (Date)

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

B. Requested Text: **Consider and take appropriate action on the request to 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 Overlook at Lewis Mountain Section Two, a subdivision in Precinct 3.**

C. Approved by: \_\_\_\_\_  
Commissioner Karen Huber, Precinct Three

II. A. Is backup material attached\*: Yes X No  
\*Any backup material to be presented to the court must be submitted with this Agenda Request (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:

Donald W. Ward - 854-9383 Anna Bowlin - 854-9383  
David Greear - 854-9383 Howard Herrin - 854-9383  
Scott Lambert - 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, 11th Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

**MEMORANDUM**

DATE: January 9, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager *DW*

FROM: Donald. W. Ward, P.E., Division Manager, Road and Bridge *DW*

SUBJECT: Approve acceptance of dedication of a portion of street and drainage facilities for the Overlook at Lewis Mountain Section Two, a subdivision in Precinct 3

**Summary and Staff Recommendation:**

This subdivision was recorded February 2000. The reason for the variance is that when this subdivision was being developed, the City of Austin owned the tract where Boxtree Place ended. The City of Austin told the developer that he did not have to build Boxtree Place. The City of Austin sold the 143.318 acres to an individual. The Special Warranty Deed, recorded at Doc#2002044050, creates a Reservation of Conservation Easement and a Development Plan, by which the property can be subdivided into no more than two separate parcels. This restriction eliminates the need for Boxtree Place.

This subdivision has been inspected for conformance with approved plans and specifications. There are no items on the punch list to be corrected. This subdivision is accessed from Blazyk Drive in the Overlook at Lewis Mountain Section One, which is maintained by Travis County. This action will add 0.44 miles to the Travis County road system. TNR recommends acceptance of this subdivision.

**Budgetary and Fiscal Impacts:**

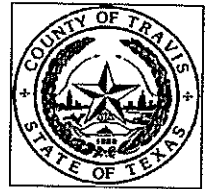
There are no budgetary issues.

**Exhibits:**

- List of Streets
- Approval of Construction Requirements
- Maps

DV:DWW:dv

1105 Overlook at Lewis Mountain Sec 2



## ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

**SUBDIVISION**  
**Mapsco No. 640R**

Overlook at Lewis Mountain Section 2

**Pct.# 3**  
**Atlas No. F-05**

RECORDED AT Doc#200000048 of the OFFICAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS 2/04/00

SUBDIVISION CONTAINS 2 STREETS AS LISTED BELOW:

# STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1 Blazyk Drive	Swelfing Terrace to end of 60' R cul-de-sac	1920	0.36	60'	HMAC	24	No
2 Edgecomb Court	from Blazyk drive to end of 60' R cul-de-sac	395	0.07	60'	HMAC	24	No
3							
4							
5							
6							
7							
8							
9							
10							

2315

TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 27

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-2

IT IS RECOMMENDED THAT MAINTENANCE OF 2 STREETS TOTALIN 0.44 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

20-Jan-09  
 DATE

\_\_\_\_\_  
 Donald W. Ward, P. E.  
 Division Director, Road, Bridge, and Fleet  
 TRANSPORTATION AND ENGINEERING SERVICES

DP = DOUBLE PENETRATION  
 HMAC = HOT MIX ASPHALT  
 C = CONCRETE  
 UPP = UNPAVED, PIT RUN  
 UPS = UNPAVED, SELECT

\_\_\_\_\_  
 DATE APPROVED BY TRAVIS COUNTY  
 COMMISSIONERS COURT



## **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:** January 29, 2008

**TO: Developer**  
Matt Naiser, Vice President  
C/o OLM Development, Inc.  
P. O. Box 411  
Georgetown, TX 78627-0411  
Ph: 512-930-9660

**Engineer**  
Carlson, Brigance & Doering, Inc.  
Brett R. Pasquarella, P.E.  
3401 Slaughter Lane West  
Austin, TX 78748  
Ph: 280-5160  
Fx: 280-5165

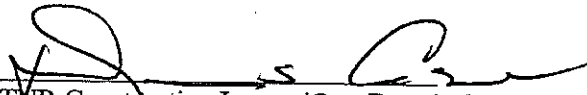
**SUBJECT: Overlook at Lewis Mountain Section 2**

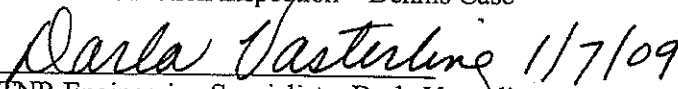
Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents, except for the construction of Boxtree Place. All Performance Period maintenance punchlist items have been completed and/or corrected. After review by the Director of Road, Bridge and Fleet, the subdivision may be recommended for Accepted for Dedication in Travis County Commissioners Court.

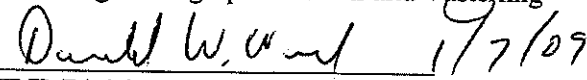
**OTHER REMARKS:**

None

BY:

  
TNR Construction Inspection - Dennis Case

  
TNR Engineering Specialist - Darla Vasterling

  
TNR Division Director, Road and Bridge - Donald W. Ward



## TRANSPORTATION AND NATURAL RESOURCES

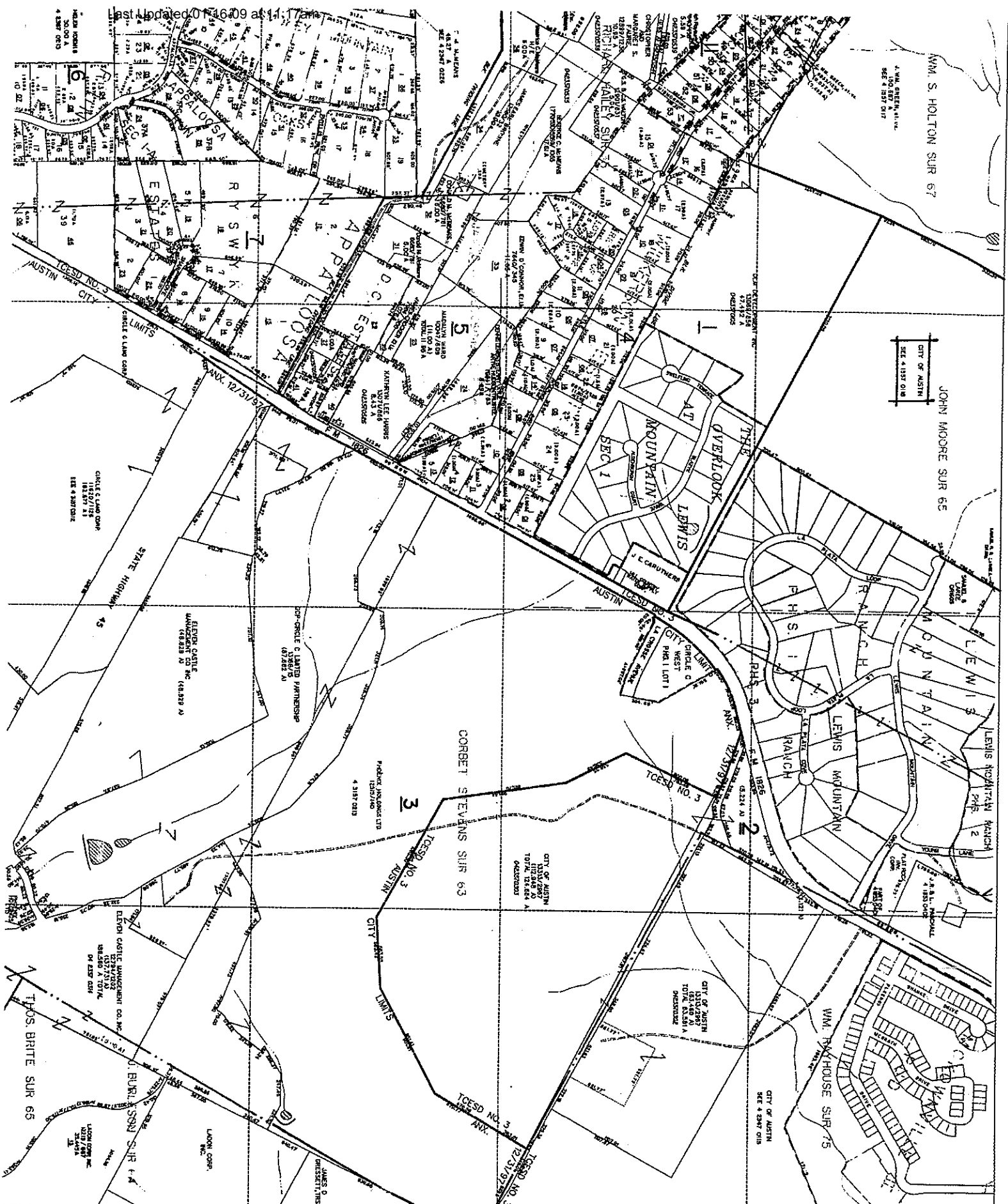
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

### *"OVERLOOK AT LEWIS MOUNTAIN SECTION 2"* REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 11/9/99 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- OK 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 1/18/00 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 1/21/00 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.
- 1/24/00 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)
- 1/29/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- 9/15/00 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.**)





Updated 07/16/09 at 11:17 AM

4 2357	1 851	1 851	1 851
4 2357	1 857	1 857	1 847
4 2357	1 857	1 857	1 857
4 2357	1 357	1 357	1 347

MAP NO. 4 2357

SCALE 400'

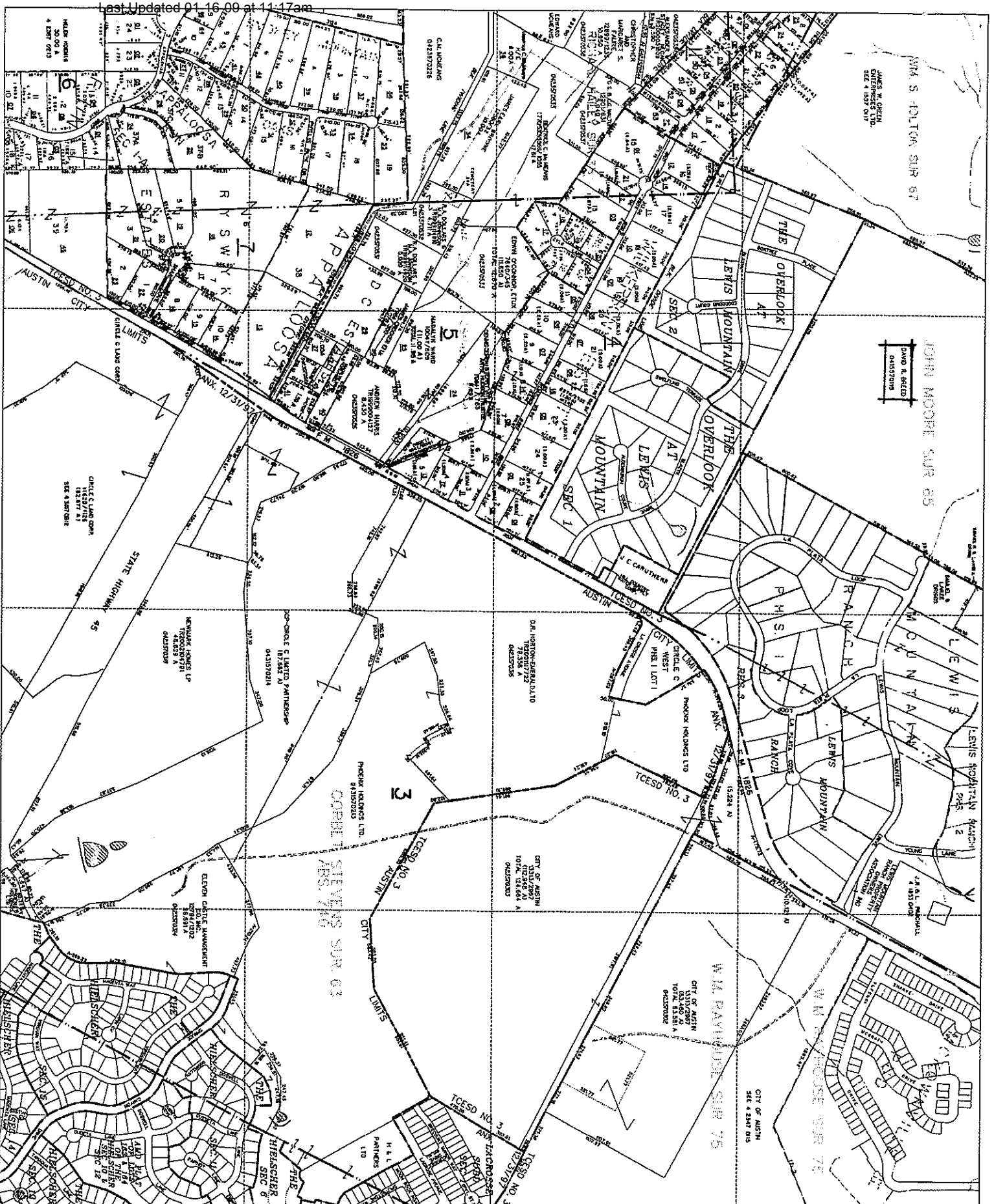
T-1007 MAP REFERENCES

**TRAVIS CENTRAL APPRAISAL DISTRICT**  
 8314 CROSS PARK DRIVE 78754  
 P.O. BOX 149012 78714  
 AUSTIN, TEXAS (512) 834-9317

ASSOCIATIONS  
 AUSTIN COMMUNITY COLL  
 AUSTIN ISD  
 TCSA NO. 3  
 TRAVIS COUNTY

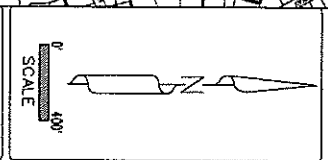
EXCESS 06/11/09 CML





MAP NO.	4 2357
4 1587	4 1587
4 2387	4 2387
4 3087	4 3087

1 2357	1 2357	1 2357	1 2357
1 2387	1 2387	1 2387	1 2387
1 3087	1 3087	1 3087	1 3087

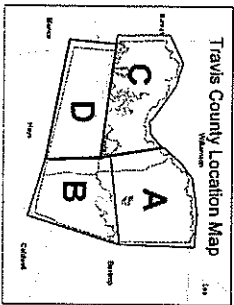


**TRAVIS CENTRAL APPRAISAL DISTRICT**  
 8314 Cross Park Drive P.O. Box 149012  
 Austin, Tx 78754 Austin, Tx 78714  
 Internet Address WWW.TRAVISCAD.ORG  
 Main Telephone Number (512)834-9317 Appraisal Information (512)834-9138  
 Fax Number (512)835-5371 TDD (512)836-3328

ASSOCIATIONS  
 AUSTIN COMMUNITY COLLEGE  
 AUSTIN ISD  
 CITY OF AUSTIN  
 TRAVIS COUNTY  
 TCSD M.A.J.

REVISIONS  
 03/20/2004 ASV

Legend	
	Roadway Type
	*State Maintained
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Rejection of Dedication
	Commissioner Precinct
	Undedicated, Private
	Railroad
	Creek
	Water Body
	Park or Preserve
	Incorporated Area
	County Boundary
	Precinct 3



Source(s): Oak Roads - CA 2006  
 Unincorporated Roads - Travis County  
 SZ2008, Census, NHD 05, Parks -  
 Travis County SZ2008, Commissioner  
 Precincts - Travis County Year Register 2002

**Overlook at Lewis Mountain  
 Section 2**

**Precinct 3**

**Travis County Roadways, Map D**



Map Prepared by: Travis County  
 Desktop Transportation & Transit  
 Information Unit  
 Date: 01/20/09  
 Map Number: 01-16-09

Note: For legal purposes, not all State Maintained roadways are shown in red.

Map Disclaimer: This map was created for the Travis County Desktop Transportation & Transit Information Unit. It is not intended to be used for legal purposes. The data is provided as is, with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 654-9303.



### Travis County Commissioners Court Agenda Request

Voting Session: January 21, 2009  
(Date)

Work Session: \_\_\_\_\_  
(Date)

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

Consider and take appropriate action on the following items related to the planning for the Program Year (PY) 2009 Action Plan for the Community Development Block Grant (CDBG) funds received from the U.S. Department of Housing and Urban Development (HUD):

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

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

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

- |  |                                   |
|--|-----------------------------------|
| Rodney Rhoades, PBO                          | Travis Gatlin, PBO                |
| Susan Spataro, Auditor's Office              | Cyd Grimes, Purchasing Office     |
| Janice Cohoon, Auditor's Office              | Lee Turner, TNR                   |
| DeDe Bell, Auditor's Office                  | Kimberly Walton, Auditor's Office |
| Mary Etta Gerhardt, County Attorney's Office | Jason Walker, Purchasing Office   |

A. 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 JUDGE'S OFFICE

09 JAN 13 AM 2:34

**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:** January 13, 2009

**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:** Community Development Block Grant

**Proposed Motion:**

Consider and take appropriate action on the following items related to the planning for the Program Year (PY) 2009 Action Plan for the Community Development Block Grant (CDBG) funds received from the U.S. Department of Housing and Urban Development (HUD):

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

**Summary and Staff Recommendations:**

- A. Each year HUD requires each grantee to develop an Action Plan specifying the activities to be undertaken with CDBG funds. For the program year 2009, which spans from October 1, 2009 through September 30, 2010, Travis County is expected to receive an estimated \$ 833,133 in CDBG funds. Travis County must determine how the funds will be allocated, and to do so CDBG staff will work with the public, Travis County departments, and social service agencies to receive input on the community needs and proposed projects.

04/11/06, Travis County must hold a public hearing at the Travis County Commissioners Court, and one public hearing in each of the four County precincts. These public forums have traditionally been held for the past three years during the months of February and March.

During these public forums, in addition to providing input on community needs, the public has an opportunity to learn the purpose and intent of CDBG funds, what the eligible activities are, and the CDBG priorities the County has chosen for its Consolidated Planning 2006-2010 period.

Those that are not able to attend the public hearings will have an opportunity to provide their input in writing by filling out a Citizen Participation Form. This form can be found at the Travis County CDBG website ([www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG)), at one of the seven Travis County Community Centers, or by requesting the form be mailed to them.

Staff recommends the following dates, times and locations for the public hearings:

**Travis County Granger Building  
Commissioners Courtroom**  
314 W. 11th St.  
Austin, TX 78701

Tuesday, February 17, 2009 @ 9:00 am

**Travis County Community Center**  
15822 Foothills Farm Loop, Bldg D  
Pflugerville, Texas

Wednesday, February 18, 2009 @ 6:30 pm

**West Rural Community Center**  
8656-A Hwy 71 W., Suite A  
Oak Hill, Texas

Thursday, February 19, 2009 @ 6:30 pm

**South Rural Community Center**  
3518 FM 973  
Del Valle, Texas

Thursday, February 26, 2009 @ 6:30 pm

**TNR Satellite Office 1**  
9301 Johnnie Morris Road  
Austin, Texas 78724

Thursday, February 26, 2009 @ 6:30 pm

- B. Staff recommends approval of the attached advertisement to notify the public of the set of public hearings to provide input for the development of the PY09 Action Plan. Notification to the public must occur 14 days prior to the public hearings in

newspapers of general circulation and must target the areas the grant serves, the unincorporated areas of the county. To meet these criteria, the following papers will be targeted for advertising in English.

Manor Messenger  
Hill Country News  
North Lake Travis Log  
West Lake Picayune

Pflugerville Pflag  
Lake Travis View  
Oak Hill Gazette

To reach the Spanish speaking population the ad will be advertised in the Spanish language newspapers *Ahora Sí* and *El Mundo*. In addition, the notice will be advertized in both Spanish and English in the Austin Chronicle. Please see Attachment "A" for the proposed advertisement in English. A copy of the ad is in currently being translated into Spanish.

- C. Staff recommends the approval of the attached Project Selection Criteria to rank the proposed CDBG projects for the program year 2009 Action Plan. The Project Selection Criteria includes the following evaluation factors: addressing a high priority goal of the strategic plan, feasibility of project, impact or persons benefiting from the project, benefit to low/moderate income persons and leverage of funds. Please refer to Attachment B for more details.

The selection criteria were changed slightly from last year. For the program year 2008, two criteria were used to evaluate timeliness of projects: 1) "feasibility of project" and 2) "phased project". These two criteria have been combined as "feasibility of the project" since both of them are related to the ability of a project to be implemented and completed within 18 months. Please refer to Attachment C for the last year's criteria and Attachment B for the propped 2009 criteria.

#### **Budgetary and Fiscal Impacts:**

- A. N/A
- B. Costs for the public notice will be paid for with the CDBG budget resources.
- C. N/A

#### **Issues and Opportunities:**

Moving forward with the development of a CDBG Action Plan allows the county to increase revenue to address the needs of low-to-moderate income residents that live in the unincorporated areas of the county.

The Federal government is on continuing resolution until March 2009. The award amount for PY09 is an estimate based on last year's allocation. The actual amount may not be known until May 2009.

## **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 and Community Development (HUD) sponsors the Community Development Block Grant (CDBG) - a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons.

The first year that Travis County received CDBG funds from HUD was in 2006. Since then, Travis County receives funds annually through a cycle, or Program Year, which runs from October 1st through September 30th.

HUD initially awarded Travis County \$2,449,337 in CDBG funds, an amount that was subsequently reduced to \$838,659 due to an error in funding allocation. Given this error, Travis County's initial Consolidated Plan was disallowed, requiring a redirection of strategic plans and a substantial amendment to the Consolidated Plan and PY06 Action Plan. HUD's allocation error significantly delayed Travis County initial CDBG's operation and continues to affect the performance of the program in meeting HUD's timeliness ratio for the expenditures of funds.

## Attachment "A"

# The Public is Invited to Participate

Travis County is eligible to receive an estimated \$833,133 in Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) to benefit Travis County low- to moderate-income residents who live outside any city limit.

HUD awards these grants to communities to carry out a wide range of community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

In accordance with federal guidelines and to best serve the community, Travis County officials and staff are seeking input from residents and service providers of the unincorporated areas of Travis County during a series of public meetings. During these forums, the public will have an opportunity to present community needs and recommend uses for CDBG funds. This information will ultimately be incorporated into the County's Program Year 2009 Annual Action Plan.

The public forums will be held according to the following schedule:

<u>Location</u>	<u>Date and Time</u>
<b>Travis County Granger Building Commissioners Courtroom</b> 314 W. 11th St. Austin, TX 78701	Tuesday, February 17, 2009 @ 9:00 am
<b>Travis County Community Center</b> 15822 Foothills Farm Loop, Bldg D Pflugerville, Texas	Wednesday, February 18, 2009 @ 6:30 pm
<b>West Rural Community Center</b> 8656-A Hwy 71 W., Suite A Oak Hill, Texas	Thursday, February 19, 2009 @ 6:30 pm
<b>TNR Satellite Office 1</b> 9301 Johnnie Morris Road Austin, Texas 78724	Thursday, February 26, 2009 @ 6:30 pm
<b>South Rural Community Center</b> 3518 FM 973 Del Valle, Texas	Thursday, February 26, 2009 @ 6:30 pm

If you can not attend a public hearing, you can participate by filling out a Citizen Participation Form found at the Travis County Website at [www.co.travis.tx.us/CDBG/](http://www.co.travis.tx.us/CDBG/) , at one of the seven Travis County Community Centers or by requesting that it be mailed to you at 512-854-3460.

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



## **Attachment “B”**

### **CDBG Project Evaluation Criteria for Program Year 2009**

Travis County CDBG staff will first review all submitted proposals and project ideas for eligibility and consistency with the CDBG national objectives. Eligible projects will then be ranked according to following evaluation criteria:

1. **Addresses a high priority goal of the Strategic Plan:** Projects addressing one of the seven high priority categories identified in the strategic (consolidated) plan will receive more favorable review.
2. **Feasibility of project:** Projects that have the ability to be implemented and completed within 18 months will receive more favorable review. Phased projects for which 12 - 18 months of work would leave an incomplete project with little to no impact will be considered with less priority.
3. **Impacts a significant number of households:** Project scope and the number of persons benefiting will be considered to determine the level of project impact.
4. **Benefit to low/moderate-income persons:** Projects that benefit low- and moderate-income households will receive a more favorable review.
5. **Leverages/matches with funding from another source:** Projects that utilize other funds (federal, state, local, private) and public/private joint efforts will receive more favorable review.

After reviewing and ranking all the proposals benefiting unincorporated areas, the CDBG staff will make funding recommendations to the Travis County Commissioners Court. The Commissioners Court makes the final selection of CDBG funded projects and will provide a 30 day public comment period to receive comment on the proposed uses of funding prior to submission to HUD as well as hold public hearings.

## Attachment “C”

### **CDBG Project Evaluation Criteria for Program Year 2008**

Travis County CDBG staff will first review all submitted proposals for eligibility and consistency with the CDBG national objectives. Eligible projects will then be ranked according to following evaluation criteria:

1. **Addresses a high priority goal of the Strategic Plan:** Projects addressing one of the seven high priority categories identified in the strategic (consolidated) plan will receive more favorable review.
2. **Feasibility of project:** Projects that have the ability to be implemented and completed within 18 months will receive more favorable review.
3. **Impacts a significant number of households:** Project scope and the number of persons benefiting will be considered to determine the level of project impact.
4. **Benefit to low/moderate-income persons:** Projects that benefit low- and moderate-income households will receive a more favorable review.
5. **Leverages/matches with funding from another source:** Projects that utilize other funds (federal, state, local, private) and public/private joint efforts will receive more favorable review.
6. **Phased project (phased judiciously):** More favorable consideration will be given to projects that either 1) are finished within one year or 2) for which funding is only allocated for 12 – 18 months of work, but for which 12 - 18 months of work would be sufficient for the project to have nearly full impact. Phased projects for which 12 - 18 months of work would leave an incomplete project with little to no impact will be considered with less priority.

After reviewing and ranking all the proposals benefiting unincorporated areas, the CDBG staff will make funding recommendations to the Travis County Commissioners Court. The Commissioners Court makes the final selection of CDBG funded projects and will provide a 30 day public comment period to receive comment on the proposed uses of funding prior to submission to HUD as well as hold a public hearing.

16 ✓

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

RECEIVED  
COUNTY JUDGE'S OFFICE

09 JAN 13 PM 1:35

Please consider the following item for:

01-21-09

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) Request to authorize Criminal Courts to continue the Drug Court Program grant position through the end of January 2009. This allows continuation of the grant program until a fully executed contract can be completed.
- b) Request to authorize Civil Courts to continue the Family Drug Treatment Court Program grant position through the end of January 2009. This allows continuation of the grant program until a fully executed contract can be completed.

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

1/21/2009

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2009

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

Dept	Grant Title	Grant Period	Grant Amount	County Match	FTEs	Notes	Page #
<b><i>Permission to Continue</i></b>							
<b>a</b>	24 Drug Diversion Court	9/1/2008 - 8/31/2009	\$160,041		1	1	6
<b>b</b>	22 Family Drug Treatment Court Program	9/1/2007 - 8/31/2008	\$84,419.75		1	1	10

**Notes:**

- 1 PBO recommends approval.
- 2 PBO does not recommend approval
- 3 Please see PBO recommendation for more information

## FY 2009 Grants Summary Report

### Outstanding Grant Applications

*The following is a list of grants for which application has been made and notification of award has not yet been received.*

Dept	Name of Grant	Grant Amount	County Match	FTEs	Cm. Ct. Approval Date
58	AmeriCorp	\$301,429	\$281,599	20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000		11/7/2008
37	Sheriff's Combined Auto Theft Task Force	\$145,928			11/18/2008
47	Emergency Management Performance Grant	\$60,215	\$60,215		12/16/2008
45	Young Offender Planning Grant	\$300,000		3	12/16/2008
19	Family Violence Accelerated Prosecution	\$98,842	\$53,223	1.39	1/6/2009
		<u>\$936,414</u>	<u>\$405,037</u>	<u>24.39</u>	

## FY 2009 Grants Approved by Commissioners Court

*The following is a list of grants that have been received by Travis County since October 1, 2008*

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358			11/4/2008
58	Parenting in Recovery	\$500,000	\$91,203		1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320				11/4/2008
37	Internal Affairs Software Upgrade	\$50,000				11/7/2008
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
58	Customer Assistance Program Plus 1 Funding			\$100,000		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy			\$20,000		12/2/2008
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000				12/9/2008
49	Travis County Flood Protection Planning Grant	\$195,000	\$465,000			12/16/2008
58	RSVP	\$61,281	\$6,128		0.5	12/30/2008
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800			12/30/2008
37	Homeland Security Grant Program - Austin Area Fusion Center - TCSO	\$153,955			1	12/30/2008
		\$3,364,458	\$1,100,047	\$120,000	20.50	

## 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	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
22	Drug Court Program	\$84,419.75			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		12/16/2008
<b>Total Outstanding</b>		<b>\$517,354.50</b>	<b>\$ -</b>		<b>4.00</b>		

6



### GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

<b>Department/Division:</b>	Criminal Courts - Drug Court #2430
<b>Contact Person:</b>	Debra Hale
<b>Title:</b>	Court Management Director
<b>Phone Number:</b>	(512) 854-9432

<b>Grant Title:</b>	Drug Diversion Court		
<b>Grant Period:</b>	<b>From:</b>	9/1/2008	<b>To:</b> 8/31/2009
<b>Grantor:</b>	Office of the Governor Criminal Justice Division		

<b>Check One:</b>	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
<b>Type of Payment:</b>	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	0	\$55,878	0	0	0	\$55,878
Operating:	0	\$101,024	0	0	0	\$101,024
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	\$3,139	0	0	0	3,139
<b>Total:</b>	0	\$160,041	0	0	0	\$160,041
FTEs:		1.00	0.00	0.00	0.00	1.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/30/08	9/30/08	
Applicable Depart. Measures						
# of people assessed for eligibility to participate in the program.	3,017	1,063	1,906	2,733	3,165	3,165
# of new enrollments in the program.	193	48	83	117	151	151
# of participants that have graduated from the program.	100	35	65	89	113	100
<b>Measures For Grant</b>						
Provide intensive case management for African Amercian participants.	50	50	50	50	50	50
Provide intensive case management for dually diagnosed participants.	20	20	20	20	20	25
Provide intensive outpatient treatment services for dually diagnosed participants	5	2	3	4	5	10

6

**Auditor's Office Contract Approval:** X

Staff Initials: NS

**Auditor's Office Comments:**

**PBO Recommendation:**

The Criminal Courts are requesting a permission to continue the Drug Court Program grant position (slot 171) through the end of January of 2009. The department states that this grant has been received from the Governor's Office since FY 02; however, the Governor's Office has not yet finalized the FY 09 Drug Court grant awards. The department is currently working with the granting agency to ensure that a grant is received soon.

The Criminal Courts is internally funding the cost to continue the program January. In the event that the grant is not renewed at all, the General Fund would be responsible for this additional month and the Commissioners Court would likely be asked to fund the program with General Fund monies. The FY 09 Adopted Budget contains an earmark totaling \$184,778 to continue this program in the event that the grant is not received. In the meantime, PBO recommends approval of this one month permission to continue to ensure funding for the current position while the expected partial grant is received.

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 Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jurisdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

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

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

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

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

A County match is not required.

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

Yes, the grant allows a 2% indirect cost reimbursement.

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.

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

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

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

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

This ongoing grant will allow the Drug Court program to continue to serve two specific populations which typically do not receive drug treatment services. A specialized population of up to 50 African American offenders will continue to receive intensive case management from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 25 dually diagnosed individuals will continue to receive intensive case management services from MHMR. A total of 10 dually diagnosed clients will receive intensive outpatient treatment services from MHMR as well.

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: January 7, 2009

To: Members of the Commissioners Court

From: Debra Hale, Director of Court Management *DH*

Re: Permission to Continue Drug Court Grant Position, Project # M09622

The Travis County Drug Court Program initially received a Drug Court Enhancement Grant from the Governor's Office in Fiscal Year 2002. Funding for this grant has been continued each Fiscal Year since FY02. Again for FY09, a continuation grant application was submitted to the Governor's Office. The Criminal Courts anticipate the grant will be partially renewed, however, the Governor's Office has been delayed with announcing the FY09 Drug Court grant awards.

Among other things, the Drug Court Enhancement Grant funds a Chemical Dependency Counselor position (slot # 171) who works directly with the high risk, target population. Since the Governor's office has not yet announced the Drug Court grant awards for FY09, the Travis County Criminal Courts are requesting permission to continue funding for the Chemical Dependency Counselor for an additional month.

A budget adjustment in the amount of \$4,434 has been prepared. The funds will be transferred from account 001-2430-546-0701. This will pay for the salary and benefits of the grant Chemical Dependency Counselor for the month of January 2009. We anticipate the grantor to continue the grant for FY09 at which point the grant will reimburse the General Fund for this amount.

### GRANT SUMMARY SHEET

<b>Check One:</b>	Re-Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

<b>Department/Division:</b>	Civil Courts
<b>Contact Person:</b>	Darlene Byrne/Peg Liedtke
<b>Title:</b>	Judge, 126th Judicial District Court/Director, Civil Courts
<b>Phone Number:</b>	(512) 854-9313 or (512) 854-9364

<b>Grant Title:</b>	Family Drug Treatment Court Program		
<b>Grant Period:</b>	From:	09/01/07	To: 8/31/08
<b>Grantor:</b>	Office of the Governor's Criminal Justice Division		

<b>Check One:</b>	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
<b>Check One:</b>	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
<b>Type of Payment:</b>	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	32,065.25					32,065.25
Operating:	48,454.50					48,454.50
Capital Equipment:	3,900.00					3,900.00
Indirect Costs:						
<b>Total:</b>	<b>84,419.75</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>84,419.75</b>
<b>FTEs:</b>	<b>1</b>					<b>1</b>

Performance Measures	Projected FY 07 Measure	Progress To Date:				Projected FY 08 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures						
Number of eligible individuals participating in the family drug court program.	N/A	N/A	N/A	N/A	N/A	20 families
Number and percentage of participants successfully graduating from the family drug court program.	N/A	N/A	N/A	N/A	N/A	17/85%
Measures For Grant						

Number of eligible individuals participating in the family drug court program.	N/A	N/A	N/A	N/A	N/A	20 families
Number and percentage of participants successfully graduating from the family drug court program.	N/A	N/A	N/A	N/A	N/A	17/85%
Percentage of participants who reenter the child protection system (CPS) while participating in the family drug court program (e.g. new referral to CPS).	N/A	N/A	N/A	N/A	N/A	15%
Percentage of participants who have a new substantiated child protection case following participation in the family drug court program.	N/A	N/A	N/A	N/A	N/A	15%

**Auditor's Office Contract Approval:** X

Staff Initials: DB

**Auditor's Office Comments:**

**PBO Recommendation:**

The Civil Courts are requesting another permission to continue funding for the full-time employee for the Governor's Office Criminal Justice Division Drug Court Program Grant until the FY 09 grant contract is executed. This grant was received in FY 08 and the department expects the grant to be awarded for FY 09. The grant application for this grant was approved by the Commissioners Court on February 19, 2008.

The Civil Courts is internally funding the cost to continue the program January. These funds will be returned to the General Fund once the contract is executed. The FY 09 Adopted Budget also contains a \$100,000 earmark to continue this program in the event that the grant is not received. However, both the department and PBO expect for an award to occur in the near future. 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 Civil Courts are requesting permission to continue of the funding for the full-time employee for the Governor's Office Criminal Justice Division Drug Court Program Grant.

The implementation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. With this interest, the Travis County Civil Courts plan to develop and implement a Family Drug Treatment Court. The purpose of the court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. Through intensive services, monitoring, and case work, the FDTC will ensure that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to the Federal and State government, as well as private foundations.

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

There is no match requirement associated with this grant.

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

Indirect costs have not been calculated.

**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.**

Assuming program effectiveness, the Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff, and County resources to sustain this project. The Civil Courts intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequent, the County will have the opportunity to consider investment in the staff positions and the program as well as areas of the Civil Courts.

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

The proposed program will not establish a separate court, but rather a mini court within the main court process. The Civil Courts will incorporate it into the process currently established and one of the judges who currently hears these cases will preside over this court. The proposed programming will provide treatment planning, substance abuse screening, improved case management, etc.

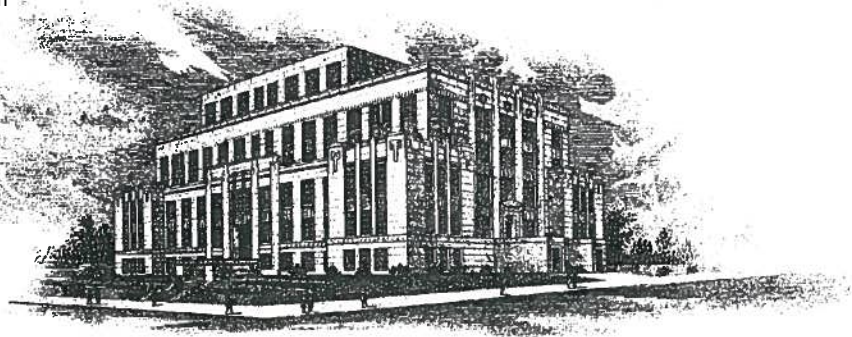
The FDTC is a model that effectively and efficiently processes abuse and neglect cases for both parents and children. It provides parents with the necessary skills to become effective parents, while providing for a safe and stable home environment and, ultimately, provide these children with a better opportunity of becoming productive members of society.

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

The implementation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. In response, the Travis County Civil Courts plan to develop and implement a Family Drug Treatment Court. The purpose of the court is *to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers*. The impact will be recognized in improved service delivery, a decrease in parental substance abuse, and an increase in rate of family reunification, family organization, and cohesion.

To successfully evaluate the performance of the Travis County Family Drug Treatment Court Program, the court will document the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. It is proposed that the Court Coordinator (*grant funded*) will oversee the plan for collection, management, analysis, interpretation, and reporting as required. Resources to support a full scale evaluation of court will later be researched and pursued.





Office of the District Judges  
Heman Marion Sweatt Courthouse  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9300

TO: Jessica Rio, Assistant Budget Manager

FROM: Peg Liedtke, Civil Courts Director

A handwritten signature in blue ink, appearing to read "Peg Liedtke".

DATE: January 9, 2009

RE: 4<sup>th</sup> Permission to Continue - Family Drug Treatment Court

Please consider this 4<sup>th</sup> *Permission to Continue* request for payroll expenses in the amount of \$10, 168 for the sole grant employee with the Civil Courts Family Drug Treatment Court to continue on the payroll from January 1, 2009 through January 31, 2009.

We anticipate receiving notification on our grant application request for Fiscal Year 2009 with the Criminal Justice Division (CJD) of the Governor's Office within the next several weeks (see attached e-mail from the Civil Courts point of contact with the Governor's Office, Mr. Kristopher Krueger).

To fund this *Permission to Continue Request*, we plan to use the Civil Courts' salary budget and expect to be reimbursed by the grant when it is awarded to us. If by chance the grant is canceled, the Civil Courts request to be reimbursed by the allocated reserves set aside in FY 2009 for the Family Drug Treatment Court. We have no reason to believe this grant will not be awarded, however, we wanted to disclose this risk.

*Ms. Jessica Rio*  
*Page Two*  
*January 9, 2009*

It is our understanding that revenue will be certified by the County Auditor when all of the normal requirements for the grant contract have been met.

Please contact me or Amanda (Ellis) Michael if further information is required from the Civil Courts. Thank you very much for your consideration.

Last Updated 01-16-09 at 11:17am

**From:** Amanda Ellis  
**To:** Liedtke, Peg  
**Date:** 1/8/2009 5:03 PM  
**Subject:** Fwd: RE: Status of Grant 1974702

>>> Kristopher Krueger <[kristopher.krueger@governor.state.tx.us](mailto:kristopher.krueger@governor.state.tx.us)> 1/8/2009 5:00 PM >>>  
The grant is still under review, but everything looks favorable. We should have a final answer very soon.

Kristopher Krueger  
Program Specialist II  
Office of the Governor  
Criminal Justice Division  
Phone: 512/463-1715 or 512/463-1919  
Fax: 512/475-2440

-----Original Message-----  
From: Amanda Ellis [<mailto:Amanda.Michael@co.travis.tx.us>]  
Sent: Thursday, January 08, 2009 4:08 PM  
To: Kristopher Krueger  
Subject: RE: Status of Grant 1974702

Hi Mr. Krueger:

Can you tell me any news or the status of Grant 1974702?

Thank you,  
Amanda

Amanda Michael  
Travis County Civil Courts  
Senior Financial Analyst  
Phone: 512-854-7804  
Fax: 512-854-9332  
[amanda.michael@co.travis.tx.us](mailto:amanda.michael@co.travis.tx.us)

>>> Kristopher Krueger <[kristopher.krueger@governor.state.tx.us](mailto:kristopher.krueger@governor.state.tx.us)> 12/4/2008 1:35 PM >>>  
The grant is currently being reviewed by CJD. We are moving through the process as quickly as possible. As soon as the review is completed, CJD will notify you of the status of the grant award.

Kristopher Krueger  
Program Specialist II  
Office of the Governor  
Criminal Justice Division  
Phone: 512/463-1715  
Fax: 512/475-2440

-----Original Message-----  
From: Amanda Ellis [<mailto:Amanda.Michael@co.travis.tx.us>]  
Sent: Thursday, December 04, 2008 12:35 PM  
To: Kristopher Krueger  
Cc: Peg Liedtke  
Subject: Status of Grant 1974702

Mr. Krueger:

Can you please give me a status update on Grant 1974702 that shows to be "Pending CJD Review" on the eGrant system? We submitted our responses on November 3rd and have not been told any further information needs to be provided.

Thank you in advance for your help.

16

Agenda Item No. 17

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session January 21, 2009

I. A. Request made by: Mary E Hayes  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Consider and Take Appropriate Action on Request to Add Pooled Bond and Interest and Sinking Investment Portfolios as Participants in TexasDAILY Investment Pool and Authorize Senior Financial Analyst to Perform Transactions.

Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or Judge

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:

- Dolores Ortega-Carter, Treasurer, 854-9365
- Rodney Rhoades, Executive Manager, PBO, 854-9106
- Dana DeBeauvoir, County Clerk, 854-9188
- Leroy Nellis, Budget Manager, PBO, 854-8679
- Susan Spataro, County Auditor, 854-9125
- Barbara Wilson, Assistant County Attorney, 854-9415

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 JAN 15 AM 9:43

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)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesday for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



**CASH/INVESTMENT MANAGEMENT DEPARTMENT  
TRAVIS COUNTY, TEXAS**

Travis County Administration Building  
314 W. 11th Street, Suite 540  
P.O. Box 1748  
Austin, Texas 78767

Phone: (512) 854-9085  
Fax: (512) 854-4210  
Email: mary.mayes@co.travis.tx.us

DATE: January 21, 2009

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

FROM: Mary E. Mayes, Investment Manager  
Harvey Davis, Assistant Investment Manager

RE: Addition of TexasDAILY Local Government Investment Pool to Remaining  
Investment Portfolios and add Senior Financial Analyst

For several years Travis County's Operating Investment Portfolio has included TexasTERM/DAILY, a Local Government Investment Pool. Mary Mayes is a member of the Advisory Board. The Operating Portfolio has used TexasDAILY for overnight diversity.

As DAILY grew larger, it became more competitive with other pools. For the last three months, DAILY's yield has been significantly higher than TexPool or TexSTAR, the other pools that Travis County utilizes, as shown below.

	September Yield	October Yield	November Yield	December Yield
TexasDAILY	2.38%	2.65%	2.13%	1.79%
TexPool	2.41%	1.98%	1.82%	1.49%
TexSTAR	2.30%	1.78%	1.57%	1.38%

If Pooled Bond and Interest and Sinking had invested 90% of their TexPool balances in TexasDAILY for October, November, and December, the two portfolios together would have earned an additional \$38,000. At that rate, over a year's time the extra earnings would be \$152,500. Yields on these pools are watched on a daily basis, so if these significant spreads between yields reverse, Travis County's funds can immediately be moved back to the pool with higher yields.

Documents are attached to open TexasDAILY accounts for Pooled Bond and Interest and Sinking portfolios, and to authorize Leigh Ann Sledge, the current Senior Financial Analyst, to perform investment transactions in TexasDAILY for the Pooled Bond, Interest and Sinking, and Operating portfolios. She has several years experience with Cash Investment Management and has passed a background investigation.

**Attachments:**

**Account Registration Form for Pooled Bond  
Account Registration Form for Interest and Sinking  
Updates to TexasTERM Official Records  
Easy Online Network Authorization**

**cc: Investment Advisory Committee  
Dana DeBeauvoir, County Clerk  
Dolores Ortega-Carter, County Treasurer  
Rodney Rhoades, Executive Manager, PBO  
Susan Spataro, County Auditor  
Leroy Nellis, Budget Manager  
Barbara Wilson, Assistant County Attorney  
Rhonda Ambrose, County Treasurer's Office  
Sean O'Neal, County Auditor's Office**



## ACCOUNT REGISTRATION FORM

Toll Free: 1-866-839-8376  
Fax: 1-866-208-4261

**TexasTERM**  
Post Office Box 1767  
Austin, Texas 78767-1767

This form may be used to open a **TexasTERM** account. There is no limit on the number of accounts you may open. Please call the TOLL-FREE number if additional forms are required or if you need assistance.

Is this your first **TexasTERM** account? Yes  No

*If this is your first TexasTERM account, please submit a copy of your approved Investment Policy along with the Resolution and Account Registration Form.*

Name of Entity: Travis County  
Attention of: Mary Mayes  
Mailing Address: 314 W. 11th Street, Ste 540  
City: Austin TEXAS ZIP: 78701  
Telephone Number: 512-854-9085  
Type of Government: County  
(City, County, School District, etc.)

County: Travis County  
Tax ID Number: 74-6000192  
FAX Number: 512-854-4210  
E-mail Address: Mary.Mayes@co.travis.tx.us

TexasDAILY Portfolio  TexasTERM portfolio

Title of Account: Pooled Bond

This is the account to which funds will be wired at maturity:

Name of Bank: JP Morgan Chase & Company  
Bank ABA#: 0210-0002-1  
Account Name: Pooled Funds Capital Projects  
Account Number: 1826011130  
Bank Address: 221 W. Sixth Street, 2nd Floor Austin, TX 78701

Please send me the forms for first-time Online Access Account Registration

Add Account(s) to current online access registration for:

User Name: Mary Mayes

View Account  Yes No  Initiate Transactions  Yes No

User Name: Harvey Davis

View Account  Yes No  Initiate Transactions  Yes No

*By supplying this information, you are authorizing access to your accounts and indemnifying PFM Asset Management LLC of any responsibility for unauthorized use.*

The undersigned certify that  
Travis County

\_\_\_\_\_  
Name of Unit

has enacted or adopted the Ordinance/Resolution authorizing it to become a Participant in TexasTERM, Local Government Investment Pool (a model Ordinance/Resolution is included for your use or reference) and:

(check one):

- The Ordinance/Resolution is enclosed herewith,
- The Ordinance/Resolution has been previously submitted.

The undersigned certify that any one of the persons signing below has the full authority and capacity to open an account with the Pool, and to invest funds in and withdraw funds from the Pool. The undersigned affirm that I/we have received and read the Pool's Information Statement and agree to be bound by its terms. The undersigned agree that the certification, instructions and authorizations contained in this Pool Registration form will remain in effect until the trust receives written notice of change.

Mary Mayes  
Please Print Name

Mary E. Mayes  
Signature

Investment Manager  
Title

Harvey Davis  
Please Print Name

Harvey Davis  
Signature

Assistant Inv. Manager  
Title

Leroy Nellis  
Please Print Name

Leroy Nellis  
Signature

Budget Manager  
Title

Leigh Ann Sledge

Leigh Ann Sledge  
Signature

Sr. Financial Analyst

Attest: \_\_\_\_\_  
Secretary or Clerk

\_\_\_\_\_  
Dated

Seal





## ACCOUNT REGISTRATION FORM

Toll Free: 1-866-839-8376  
Fax: 1-866-208-4261

**TexasTERM**  
Post Office Box 1767  
Austin, Texas 78767-1767

This form may be used to open a **TexasTERM** account. There is no limit on the number of accounts you may open. Please call the TOLL-FREE number if additional forms are required or if you need assistance.

Is this your first **TexasTERM** account? Yes  No

*If this is your first TexasTERM account, please submit a copy of your approved Investment Policy along with the Resolution and Account Registration Form.*

Name of Entity: Travis County  
Attention of: Mary Mayes  
Mailing Address: 314 W. 11th Street, Ste 540  
City: Austin TEXAS ZIP: 78701  
Telephone Number: 512-854-9085  
Type of Government: County  
(City, County, School District, etc.)  
County: Travis County  
Tax ID Number: 74-6000192  
FAX Number: 512-854-4210  
E-mail Address: Mary.Mayes@co.travis.tx.us

TexasDAILY Portfolio  TexasTERM portfolio

Title of Account: Interest & Sinking

This is the account to which funds will be wired at maturity:

Name of Bank: JP Morgan Chase & Company  
Bank ABA#: 0210-0002-1  
Account Name: Travis County Treasurer Safekeeping Account  
Account Number: 1826014522  
Bank Address: 221 W. Sixth Street, 2nd Floor Austin, TX 78701

- Please send me the forms for first-time Online Access Account Registration
- Add Account(s) to current online access registration for:

User Name: Mary Mayes

View Account  Yes No  Initiate Transactions  Yes No

User Name: Harvey Davis

View Account  Yes No  Initiate Transactions  Yes No

*By supplying this information, you are authorizing access to your accounts and indemnifying PFM Asset Management LLC of any responsibility for unauthorized use.*

The undersigned certify that  
Travis County

\_\_\_\_\_  
Name of Unit

has enacted or adopted the Ordinance/Resolution authorizing it to become a Participant in *TexasTERM, Local Government Investment Pool* (a model Ordinance/Resolution is included for your use or reference) and:

(check one):

- The Ordinance/Resolution is enclosed herewith,
- The Ordinance/Resolution has been previously submitted.

The undersigned certify that any one of the persons signing below has the full authority and capacity to open an account with the Pool, and to invest funds in and withdraw funds from the Pool. The undersigned affirm that I/we have received and read the Pool's Information Statement and agree to be bound by its terms. The undersigned agree that the certification, instructions and authorizations contained in this Pool Registration form will remain in effect until the trust receives written notice of change.

Mary Mayes  
Please Print Name

Mary E. Mayes  
Signature

Investment Manager  
Title

Harvey Davis  
Please Print Name

Harvey Davis  
Signature

Assistant Inv. Manager  
Title

Leroy Nellis  
Please Print Name  
Leigh Ann Sledge

Leroy Nellis  
Signature  
Leigh Ann Sledge

Budget Manager  
Title  
Sr. Financial Analyst

Attest: \_\_\_\_\_  
Secretary or Clerk

\_\_\_\_\_  
Dated

Seal





# Easy Online Network (EON)

## Online Account Access Authorization

**Instructions:** Complete one form for each user. Fax form to EON Coordinators at **1.800.252.9551**

- Type:  New User  
 Reactivate expired login for current user  
 Remove User as indicated below

*Questions? Call 1.866.839.8376*

### Basic Information

Name of Entity: Travis County

Entity Tax Identification Number: 74-6000192

### User Information

First Name: Leigh Ann Last Name: Sledge  
 Mr.  Ms.

Title/Position: Sr. Financial Analyst

E-Mail: leighann.sledge@co.travis.tx.us Tel: 512.854.9779

Preferred Username lsledge Mother's Maiden Name Deal  
(An EON Coordinator will contact you if the preferred username is unavailable)

### Account Access

- User may access **all accounts** under entity name  
 User may access the following account(s) only: (Use additional sheet if necessary)


### Access Type (User will be granted FULL ACCESS if this section is not completed)

- FULL ACCESS** - Initiate and reverse transactions; view all current and historical statements & activity  
 **VIEW ONLY ACCESS** - No online transactions; view all current and historical statements & activity  
 **PARTIAL ACCESS** - View all current and historical statements & activity, access the following transactions only:

- |  |   |   |
|--|---|---|
| <b>Purchases</b>                               | <b>Redemptions</b>                                | <b>General</b>  |
| <input type="checkbox"/> All Purchases         | <input type="checkbox"/> All Redemptions          | <input type="checkbox"/> Transfer between accounts/series |
| <input type="checkbox"/> Wire Purchase Notify  | <input type="checkbox"/> Initiate Wire Redemption | <input type="checkbox"/> Reverse Pending Transactions     |
| <input type="checkbox"/> Initiate ACH Purchase | <input type="checkbox"/> Initiate ACH Redemption  |   |

### Authorized By: (Authorized Individual as designated per Fund records)

Name: Mary Mayes Title: Investment Manager Date: 1/8/09

Signature: Mary E. Mayes Phone Number: 512.854.9085

*(By signing you are authorizing access to your accounts as specified above and indemnifying the Fund of responsibility for unauthorized use.)*

**Note: It is your entity's responsibility to notify the Fund of any changes needed for users with online access to your accounts.**

FUND USE ONLY		
	Date	Initials
Processed		
Confirmed		

18

**Travis County Commissioners Court Agenda Request**

RECEIVED  
COUNTY JUDGE'S OFFICE

09 JAN 15 PM 3:24

Voting Session January 20, 2009  
(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 \$738,207.12, for the period of January 2, 2009 to January 8, 2009.

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
Rodney Rhoades	854-9106

**III. Required Authorizations: Checked if applicable:**

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

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** January 20, 2009

**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:** January 2, 2009 to January 8, 2009

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$738,207.12

**HRMD RECOMMENDATION:** The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$738,207.12.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
JANUARY 2, 2009 TO JANUARY 8, 2009**

- 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.**

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

Last Updated 01-16-09 at 11:17am

DATE: January 20, 2009  
 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: January 2, 2009  
 TO: January 8, 2009

**REIMBURSEMENT REQUESTED: \$ 738,207.12**

**SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:**

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,227,716.96
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: January 13, 2009	\$ (489,510.01)
Adjust to balance per UHC	\$ 0.17
<b>TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 738,207.12</b>
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 738,207.12</b>

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


All claims over \$25,000 (0 this week totaling \$0.00) 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.

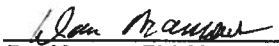
Fifteen percent (15%) of all claims under \$25,000 (\$113,879.33) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$10,123.81.

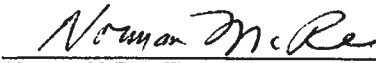
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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

 1-15-09  
 Linda Moore Smith, Director Date

 1-15-09  
 Dan Mansour, Risk Manager Date

 1/15/09  
 Cindy Purinton, Benefit Contract Administrator Date

 1/15/09  
 Norman McRee, Financial Analyst Date

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



Last Updated 01-16-09 at 11:17am

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: 2009-01-09 REQUEST AMOUNT: \$1,227,716.96

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-01-08	\$749,425.15
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<hr/>	
- UNDER DEPOSIT:	\$1,189,292.85
+ CURRENT DAY NET CHARGE:	\$38,424.11
+ FUNDING ADJUSTMENTS:	\$00.00
<hr/>	
REQUEST AMOUNT:	\$1,227,716.96

ACTIVITY FOR WORK DAY: 2009-01-02

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$312,096.57	\$00.00	\$312,096.57
5972	\$80.58	\$00.00	\$80.58
TOTAL:	\$312,177.15	\$00.00	\$312,177.15

ACTIVITY FOR WORK DAY: 2009-01-05

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$133,765.48	\$00.00	\$133,765.48

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009\_01\_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	-128.24	NN	1022415	AH		1 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-133.49	NN	1871778	AA		1 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-141.69	NN	1777737	AA		9 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-164.02	NN	1840911	AH		7 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-164.24	NN	1445267	AH		1 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-169.53	NN	1440329	AH		1 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-187.49	NN	1809730	AE		8 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-191.76	NN	1325291	A		11 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-210.88	NN	970786	AA		5 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-212.37	NN	1101689	AH		1 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-219.09	NN	1144827	A		46 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-238.91	NN	1730539	AE		5 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-239.43	NN	1101854	AA		6 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-239.43	NN	1789164	AH		1 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-279.84	NN	1599131	AH		7 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-348.26	NN	888614	AH		7 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-490.75	Q6	68410592	AH		5 9/24/2008	50	1/8/2009	1/20/2009
701254	632	-493.59	NN	957762	AH		9 1/8/2009	200	1/5/2009	1/20/2009
701254	632	-1406.73	NN	1028163	AH		1 1/8/2009	200	1/5/2009	1/20/2009

738,207.12

# ***Travis County Hospital and Insurance Fund - County Employees***

## ***UHC Payments Deemed Not Reimbursable***

For the payment week ending: 01/08/2009

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
----------------	------------------	------------	--------------	------------	--------------------	-----------------	-------------------	-------------------

**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: 1/20/2009

<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b>CEPO</b>		
	EE	
	<b>526-1145-522.45-28</b>	<b>112,443.62</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>23,358.75</b>
Total CEPO		\$135,802.37
<b>EPO</b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>210,753.01</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>26,453.19</b>
Total EPO		\$237,206.20
<b>PPO</b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>323,850.59</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>41,347.96</b>
Total PPO		\$365,198.55
Grand Total		\$738,207.12

# 19

**Travis County Commissioners Court Agenda Request**

Voting Session 01/20/09  
(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)



# HRMD

*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


**January 20, 2009**

**ITEM # :**

**DATE:** January 9, 2009

**TO:** Samuel T. Biscoe, County Judge  
Ron Davis, Commissioner, Precinct 1  
Sarah Eckhardt, Commissioner, Precinct 2  
Karen L. Huber, 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 – 5.**

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**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
Comm Pct 3	2	Executive Asst – Elctd Official	18 / \$50,000.00	18 / \$50,000.00
Comm Pct 3	3	Executive Asst**	16 / \$48,000.00	16 / \$48,000.00
District Atty	268	Office Specialist	10 / Level 1 / \$24,793.60	10 / Level 1 / \$24,793.60
District Clerk	53	Court Clerk I*	13 / Level 1 / \$30,388.80	13 / Level 1 / \$30,388.80
ITS	134	Business Consultant I	27 / Level 5 / \$87,464.00	27 / Level 5 / \$87,464.00
Pretrial Services	29	Pretrial Officer I	15 / Level 1 / \$34,777.60	15 / Level 1 / \$34,777.60
Pretrial Services	79	Pretrial Officer I**	15 / Minimum / \$33,764.43	15 / Minimum / \$33,764.43
Pretrial Services	80	Pretrial Officer I**	15 / Minimum / \$33,764.43	15 / Minimum / \$33,764.43
Sheriff	948	Office Specialist Sr	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
Sheriff	1624	Security Coord	12 / Level 2 / \$29,224.00	12 / Level 2 / \$29,224.00
Tax Collector	122	Office Specialist Sr	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
Tax Collector	136	Office Specialist Sr	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
* Temporary to Regular			** Actual vs Authorized	

<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	20024	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20600	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	20601	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20607	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20634	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23036	Elec Clk – Ery Vting Deputy	10 / \$12.00	10 / \$12.00	02
PBO	20021 (2 <sup>nd</sup> Job)	Financial Analyst Sr	19 / \$23.58	19 / \$23.58	02
Tax Collector	20042	Administrative Asst I	11 / \$12.39	11 / \$12.39	02
Tax Collector	20043	Administrative Asst I	11 / \$12.39	11 / \$12.39	02
Tax Collector	20092	Administrative Asst I	11 / \$12.39	11 / \$12.39	02
Tax Collector	20093	Administrative Asst I	11 / \$12.39	11 / \$12.39	02
Tax Collector	20105	Administrative Asst I	11 / \$12.39	11 / \$12.39	02
TCCES	50135	Office Specialist	10 / \$11.58	10 / \$11.58	05
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
Sheriff	1416	Cadet / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						



<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Juvenile Court</b>	285	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$33,125.90	\$34,782.15	Career Ladder. Pay is between min and midpoint of pay grade.
<b>Juvenile Court</b>	578	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention Ofcr II* / Grd 13	\$29,281.81	\$30,745.90	Career Ladder. Pay is between min and midpoint of pay grade.
<b>Pretrial Services</b>	25	Pretrial Officer II / Grd 16	Pretrial Officer II / Grd 16	\$38,040.36	\$39,942.38	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</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>
<b>Civil Courts</b>	Slot 54 / District Judge / Grd 99 / \$15,000.00 (County Shared)	<b>Juvenile Court</b>	Slot 608 / Court Legal Mgmt Admin Dir / Grd 30 / \$133,268.10	Voluntary job change. Pay is between midpoint and max of pay grade.
<b>Civil Courts</b>	Slot 125 / Court Operations Officer* / Grd 16 / \$45,513.76	<b>Civil Courts</b>	Slot 97 / Court Operations Officer / Grd 16 / \$45,513.76	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Comm Pct 3</b>	Slot 2 / Executive Asst – Elctd Official / Grd 18 / \$51,696.32	<b>TNR</b>	Slot 360 / Planner / Grd 18 / \$41,348.32	Lateral transfer. Employee transferred to different slot, different position, different department, same pay grade. Pay is at minimum of pay grade.
<b>* Actual vs Authorized</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>
<b>Juvenile Court</b>	Slot 224 / Juvenile Probation Ofcr I* / Grd 14 / \$31,556.51	<b>Juvenile Court</b>	Slot 224 / Juvenile Probation Ofcr I* / Grd 14 / \$32,510.40	Error correction to Pers Amend 10/28/08. Correcting pay. HRMD reviewed supporting documents.
<b>Juvenile Court</b>	Slot 494 / Juvenile Probation Ofcr Asst / Grd 12 / \$34,567.85	<b>Juvenile Court</b>	Slot 200 / Office Specialist / Grd 10 / \$31,111.07	Employee demoted from pay grade 12 to 10. HRMD reviewed supporting documents. Pay is between midpoint and max of pay grade.
<b>Juvenile Court</b>	Slot 495 / Juvenile Probation Ofcr Asst / Grd 12 / \$34,064.82	<b>Juvenile Court</b>	Slot 364 / Office Specialist / Grd 10 / \$30,658.34	Employee demoted from pay grade 12 to 10. HRMD reviewed supporting documents. Pay is between midpoint and max of pay grade.
<b>Sheriff</b>	Slot 1624 / Security Coord / Grd 12 / \$30,957.68	<b>Sheriff</b>	Slot 1515 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
<b>* Actual vs Authorized</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**

\_\_\_\_\_  
**Karen L. Huber, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**

WS# 21  
VS# 21

**TRAVIS COUNTY COMMISSIONER COURT**  
**AGENDA REQUEST**

Please consider the following item for: Voting Session January 21, 2009

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Revenue and expenditure reports for the month of December 2008.
- C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge.

- II. A. Copies reports delivered to Commissioners on Wednesday, January 14, 2009 .
- B. Have the agencies affected by this request been invited to attend the work session?  
Yes \_\_\_ No X Please list those contacted and their phone numbers :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. PERSONNEL:

\_\_\_ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

If your request involves any of the following, please check appropriately:

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

The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the 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 p.m. on Tuesdays for the following week's meeting.

09 JAN 14 PM 1:55

RECEIVED  
COUNTY JUDGE'S OFFICE



### Travis County Commissioners' Court Agenda Request

Meeting Date: January 21, 2009

I. A. Requestor: Deece Eckstein, IGR Phone # 854-9754

B. Specific Agenda Wording:

Consider and take appropriate action on policies and procedures for:

- advancing the Travis County agenda for the 81<sup>st</sup> Texas Legislature;
- advising the Court on legislative proposals that affect the County and recommending the Court take action in support of or opposition to those proposals; and
- consideration of and appropriate action upon requests from other elected officials, organizations and constituents to support or oppose legislation.

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.

Executive Managers	

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 JAN 15 PM 2:52

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 COMMISSIONERS COURT**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session January 21, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, County Judge  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to approve a contract amendment with the Travis County Housing Finance Corporation in order to provide funds to convert a part-time senior financial analyst to full-time status for three months.

Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or Judge

- 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 Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

RECEIVED  
COUNTY JUDGE'S OFFICE  
JAN 21 4 30 PM '09



VS # 25

AGENDA REQUEST

Please consider the following item for:

Work Session \_\_\_\_\_ Executive Session 1/20/09 *[Signature]* Voting Session \_\_\_\_\_

- I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)
- Phone: 854-9513
- B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Frank Leo Rakas & Sharron Kay Williams (Payman Zamirpour and Banafsheh Beh BBahani Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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 \_\_\_\_\_ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005

J. Elliott Beck, Assistant County Attorney 854-9513

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 (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

09 JAN 23 AM 10:23

RECEIVED COUNTY JUDGE'S OFFICE

# 26 ✓

**Travis County Commissioners Court Agenda Request**

Voting Session 1/20/09  
(Date)

Working Session 1/20/09  
(Date)

I. A. Request made by: COUNTY ATTORNEY (TIM LABADIE) Phone # 854-9513

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

B. Requested Text: RECEIVE LEGAL ADVICE FROM AND GIVE DIRECTION TO COUNTY ATTORNEY REGARDING SETTLEMENT OFFER IN BENJAMIN MALDONADO WORKER'S COMP. LIEN CASE; SUBROGATION; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE ANN. 551.071(1)(B).

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.

Dan Mansour – HR/RM  
Alicia Perez – Facilities Management

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)**

X Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 JAN 12 AM 11:03

**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, January 20, 2009  
(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 January 6, 2009**

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 JANUARY 6, 2008

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 6<sup>th</sup> day of January 2008, the Commissioners' Court convened the Voting Session at 9:14 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.

**Clerk's Note:** At 9:14 AM the Court welcomed newly-elected Precinct 3 Commissioner Karen Huber.

The Commissioners Court retired to Executive Session at 9:45 AM.

The Commissioners Court reconvened the Voting Session at 10:59 AM.

The Commissioners Court adjourned the Voting Session at 11:04 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 11:04 AM and adjourned at 11:04 AM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 11:05 AM and adjourned at 11:05 AM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation; the Travis County Health Facilities Development Corporation; the Capital Industrial Development Corporation; the Capital Health Facilities Development Corporation; the Travis County Development Authority; and the Travis County Cultural Education Facilities Finance Corporation, convened at 11:05 AM and adjourned at 11:07 AM.

### CITIZENS COMMUNICATION

**Members of the Court heard from:** Gus Peña, Travis County Resident; and Ronnie Gjemre, Travis County Resident. (9:16 AM)



**JANUARY 6, 2009 VOTING SESSION**

**PAGE 3**

3. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF AUSTIN FOR SLAUGHTER LANE EAST EXTENSION PROJECT. (9:23 AM)

**Clerk's Note:** Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:  
(9:23 AM)

- A. ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE CONSTRUCTION IN ROB ROY WEST SUBDIVISION; AND
- B. A LICENSE AGREEMENT WITH ROB ROY WEST 1, INC. FOR PRIVATE IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY OF GRACE LANE WITHIN ROB ROY WEST SUBDIVISION.

**Clerk's Note:** Items 4.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION REQUESTING THAT THE MEMBERS OF THE 81<sup>ST</sup> LEGISLATIVE SESSION OF THE STATE OF TEXAS SUPPORT LEGISLATION THAT INCREASES FUNDING FOR THE TEXAS RECREATION AND PARKS ACCOUNT LOCAL PARK GRANT PROGRAM AND THE TEXAS STATE PARK SYSTEM.  
(9:23 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.

**PLANNING AND BUDGET DEPT. ITEMS**

6. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:23 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.

**JANUARY 6, 2009 VOTING SESSION**

**PAGE 4**

7. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(9:23 AM)
  - A. GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE FAMILY VIOLENCE ACCELERATED PROSECUTION PROGRAM IN THE COUNTY ATTORNEY'S OFFICE; AND
  - B. REQUEST FROM HEALTH AND HUMAN SERVICES AND VETERANS SERVICE TO INTERNALLY FUND COMPREHENSIVE ENERGY ASSISTANCE GRANT PROGRAM UNTIL FULLY EXECUTED CONTRACT IS OBTAINED FROM GRANTOR.

**Clerk's Note:** Items 7.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**ADMINISTRATIVE OPERATIONS ITEMS**

8. 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 \$806,849.20 FOR THE PERIOD OF DECEMBER 19 TO 25, 2008. (9:23 AM)

**Clerk's Note:** Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:  
(9:23 AM)
  - A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND

**Clerk's Note:** Item 9.A approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**ITEM 9 CONTINUED**

9. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:  
(9:29 AM)

B. REQUEST FOR AN EXCEPTION TO TRAVIS COUNTY CODE CHAPTER 10.0295(D)(3), PEACE OFFICER PAY SCALE.

**Members of the Court heard from:** Linda Moore Smith, Director, Human Resources Management Department (HRMD); Debbie Rich, Human Resources Coordinator, Travis County Sheriff's Office (TCSO); and Ronnie Gjemre, Travis County Resident.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Davis to approve Item 9.B.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

10. CONSIDER AND TAKE APPROPRIATE ACTION ON PLAN SPONSOR AGREEMENT AND NEW ACCOUNT FORM WITH TD AMERITRADE INCLUDING CLIENT AGREEMENT TO PROVIDE FOR SELF-DIRECTED BROKERAGE ACCOUNTS FOR PARTICIPANTS IN THE 457 DEFERRED COMPENSATION PROGRAM. (9:23 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.

**JUSTICE AND PUBLIC SAFETY ITEMS**

11. CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION TO SUPPORT A LETTER TO THE GOVERNOR'S OFFICE AND THE STATE LEGISLATURE REQUESTING THE CREATION OF A STATEWIDE REENTRY COUNCIL SO TEXAS CAN QUALIFY FOR FEDERAL GRANT FUNDING UNDER THE SECOND CHANCE ACT AND SUPPORT OTHER PROGRAMS NECESSARY FOR SUCCESSFUL REENTRY. (9:23 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. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE ON THE INTERNSHIP AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS SCHOOL OF NURSING AND TRAVIS COUNTY. (9:23 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.

**PURCHASING OFFICE ITEMS**

13. APPROVE MODIFICATION NO. 8 TO CONTRACT NO. PS970315LB, VINSON AND ELKINS L.L.P., FOR PROFESSIONAL SERVICES RELATED TO THE PURCHASE OF A NEW FINANCIAL SYSTEM. (COUNTY ATTORNEY)  
(9:23 AM)

**Clerk's Note:** Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.



16. CONSIDER BOARD AND COMMITTEE ASSIGNMENTS FOR COMMISSIONERS COURT MEMBERS, AND TAKE APPROPRIATE ACTION. (9:41 AM)

**Clerk's Note:** The Court noted the following changes in Board and Committee assignments:

1. Commissioner Huber will join Judge Biscoe in representing Travis County on the Capital Area Council of Governments (CAPCOG).
2. Commissioner Gómez will represent Travis County on the Downtown Austin Alliance Board
3. Commissioner Eckhardt will represent Travis County on the Conference of Urban Counties Policy Committee.
4. Commissioner Huber will replace Commissioner Daugherty on all other Boards and Committees.

**Motion by Judge Biscoe and seconded by Commissioner Davis** to approve the changes and substituting Commissioner Huber for Commissioner Daugherty in the other slots.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

17. DISCUSS AND TAKE APPROPRIATE ACTION ON SELECTION OF NEW FISCAL AGENT FOR THE TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN. (11:01 AM)

**Members of the Court heard from:** Dana DeBeauvoir, Travis County Clerk.

**Motion by Commissioner Davis and seconded by Commissioner Gómez** to approve Item 17.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



- 18. CONSIDER AND TAKE APPROPRIATE ACTION ON ELECTED OFFICIALS BONDS FOR NELDA WELLS SPEARS, TAX ASSESSOR COLLECTOR.  
(9:23 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.

**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.

- 19. CONSIDER AND TAKE APPROPRIATE ACTION ON A COUNTER-OFFER FROM MS. CONSTANCE GILLEN FOR THE SALE OF PARCELS #4, 4EA, 4EB, 4EC, AND 4ED AS NEEDED FOR RIGHT OF WAY IN THE 2001 BOND PROGRAM, MCKINNEY FALLS PARKWAY IMPROVEMENT PROJECT, LOCATED IN PRECINCT FOUR. <sup>1 AND 2</sup> (9:45 AM) (10:59 AM)

**Clerk's Note:** Judge Biscoe announced that Item 19 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Davis that we offer a total of \$269,894.00 for the parcels listed on Item 19.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**JANUARY 6, 2009 VOTING SESSION**

**PAGE 10**

20. CONSIDER AND TAKE APPROPRIATE ACTION ON AN OFFER FROM TIERRA DE LOS NIETOS LIMITED PARTNERSHIP TO PURCHASE REAL PROPERTY LOCATED ON JOHNNY MORRIS ROAD IN PRECINCT ONE.  
<sup>1 AND 2</sup> (9:45 AM) (11:00 AM)

**Clerk's Note:** Judge Biscoe announced that Item 20 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.

Discussion only. No formal action taken.

21. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE STATUS OF INVESTIGATION OF CLAIMS BY KAREN STEITL, INCLUDING THE CLAIMS IN EEOC CHARGE NO. 31C-2008-01470. <sup>1</sup>  
(9:45 AM) (11:00 AM)

**Clerk's Note:** Judge Biscoe announced that Item 21 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 21 to be reposted on January 13, 2009.

22. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE STATUS OF INVESTIGATION OF CLAIMS BY CHUCK KELLEY, INCLUDING THE CLAIMS IN EEOC CHARGE NO. 31C-2008-01436 AND EEOC CHARGE NO. 450-2009-00943. <sup>1</sup> (9:45 AM) (11:00 AM)

**Clerk's Note:** Judge Biscoe announced that Item 22 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 22 to be reposted on January 13, 2009.



# C3



Travis County Commissioners Court Agenda Request

Voting Session 01/20/09 1/21/09  
(Date)

Work Session \_\_\_\_\_  
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**Consider and take appropriate action in setting a public hearing on February 17, 2009 to consider and take appropriate action on a plat for recording in Precinct 2: Northridge Acres, Resubdivision of Lot 1 (Short form plat – 3 Lots – 2.939 acres – Parkview Drive – No fiscal required – Sewage service to be provided by on-site septic systems – City of Austin ETJ).**

C. Approved by:

\_\_\_\_\_  
Commissioner Sarah Eckhardt, Precinct 2

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).

RECEIVED  
COUNTY JUDGE'S OFFICE

09 JAN 13 PM 2:53

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  
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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



**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

---

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

**MEMORANDUM**

January 8, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Program Manager, Planning and Engineering Services *J*

SUBJECT: Northridge Acres, Resubdivision of Lot 1

***PROPOSED MOTION:***

**Consider and take appropriate action in setting a public hearing on February 17, 2009 to consider and take appropriate action on a plat for recording in Precinct 2: Northridge Acres, Resubdivision of Lot 1 (Short form plat – 3 Lots – 2.939 acres – Parkview Drive – No fiscal required – Sewage service to be provided by on-site septic systems – City of Austin ETJ).**

***SUMMARY AND STAFF RECOMMENDATION:***

The owner wishes to resubdivide one lot into 3 total lots. The owner intends to use these lots for commercial uses. This subdivision is exempt from parkland requirements because the applicant is not proposing any residential development.

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

***ISSUES:***

The applicant has contacted adjacent property owners including Netty Brown from the Northridge Acres Homeowner's Association regarding the proposed resubdivision and it appears there is no opposition to the request. Staff has spoken to Ms. Brown and she stated she has no issues with the proposed resubdivision.

***BUDGETARY AND FISCAL IMPACT:***

None

***REQUIRED AUTHORIZATIONS:***

None

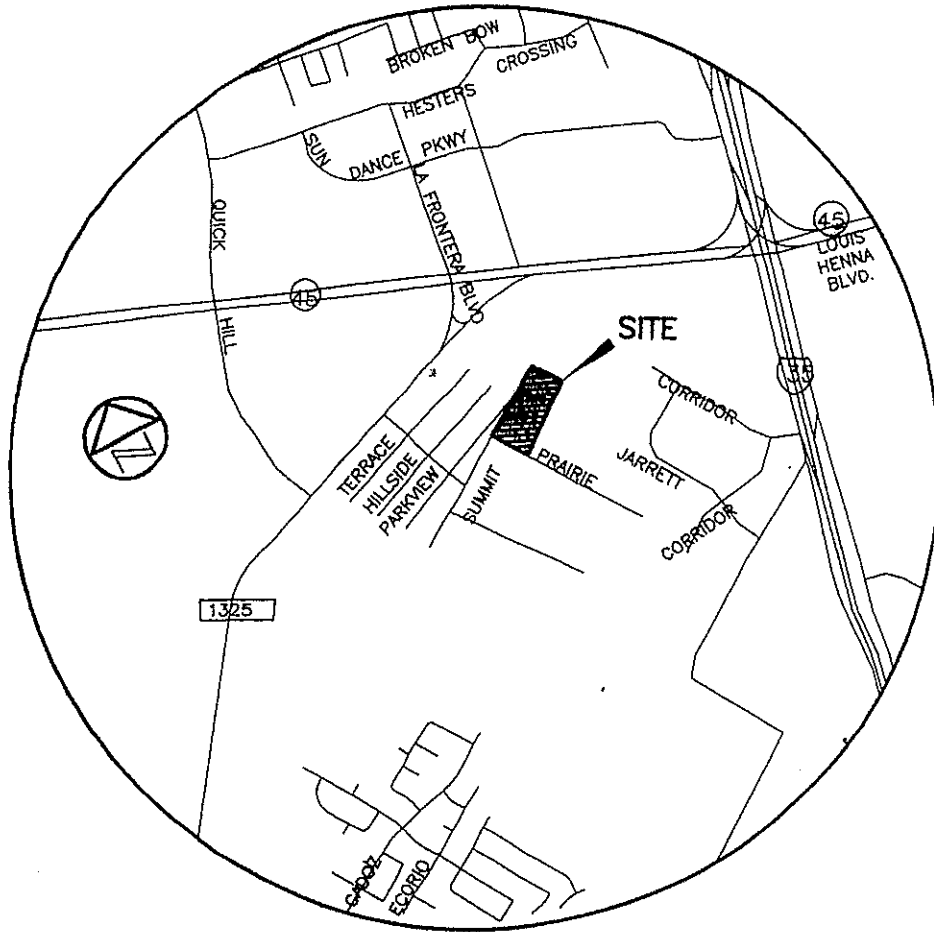
***EXHIBITS:***

Location map, Original plat, and Proposed plat.

AMB: JA

0109

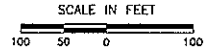
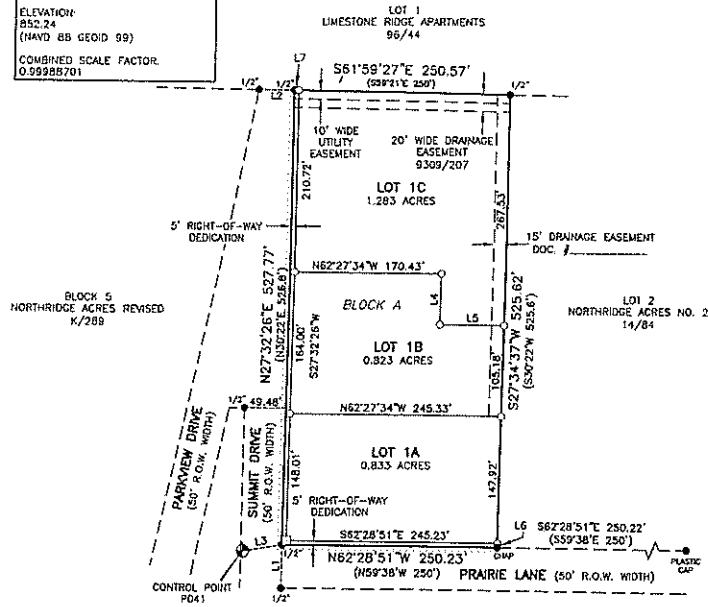
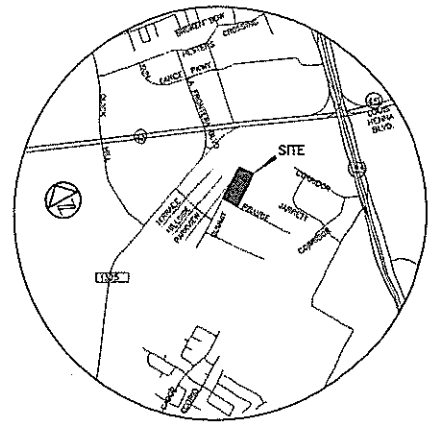
# RESUBDIVISION PLAT OF LOT 1 NORTHRIDGE ACRES NO. 2



**LOCATION MAP**  
(NOT TO SCALE)

# RESUBDIVISION PLAT OF LOT 1 NORTHRIDGE ACRES NO. 2

CHAPARRAL TRAVERSE POINT PD41:  
CONCRETE MONUMENT/DISC SET  
SURFACE COORDINATES:  
N 10147352.030  
E 3131513.322  
TEXAS CENTRAL ZONE STATE PLANE  
COORDINATES:  
N 10146215.4687  
E 3131159.4922  
ELEVATION:  
852.24  
(NAVD 88 GEOID 99)  
COMBINED SCALE FACTOR:  
0.99988701



**LEGEND**

- REBAR FOUND (SIZE NOTED)
- REBAR WITH "CHAPARRAL" CAP FOUND
- 1/2" REBAR WITH CAP SET
- ⊙ BENCHMARK LOCATION
- CONCRETE MONUMENT SET

No.	BEARING	LENGTH	RECORD BEARING
L1	S27°09'32"W	50.28'	(S30°22'W 50')
L2	N62°18'04"W	41.42'	(N59°21'W 41.5')
L3	N71°44'45"W	47.33'	
L4	N27°34'37"E	58.78'	
L5	S62°25'23"E	75.00'	
L6	S27°34'37"W	5.00'	
L7	N61°59'27"W	5.00'	

LOT	AREA	USE
1A	0.833 AC.	COMMERCIAL
1B	0.823 AC.	COMMERCIAL
1C	1.283 AC.	COMMERCIAL

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 2 MILE ETJ OF THE CITY OF AUSTIN ON  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

APPROVED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

VICTORIA J. LI, P.E., DIRECTOR  
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONDUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE IMPROVEMENTS) TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. THE OWNER(S)' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS  
COUNTY OF TRAVIS  
I, DANA DEBEAUMOR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.  
DANA DEBEAUMOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY \_\_\_\_\_  
DEPUTY

THE STATE OF TEXAS  
COUNTY OF TRAVIS  
I, DANA DEBEAUMOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF SAID COUNTY AND STATE, IN DOCUMENT NUMBER \_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.  
DANA DEBEAUMOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY \_\_\_\_\_  
DEPUTY

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT THOMAS D. ROLAND, BEING THE OWNER OF LOT 1, NORTHRIDGE ACRES NO. 2, IN THE A SPEECHER SURVEY AND THE G.W. SPEAR SURVEY, BOTH IN TRAVIS COUNTY, TEXAS, BEING ALL OF LOT 1, NORTHRIDGE ACRES NO. 2, A SUBDIVISION OF RECORD IN VOLUME 14, PAGE 84 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO 2005132727 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DO HEREBY RESUBDIVIDE SAID LOTS PURSUANT TO CHAPTER 212.016, OF THE TEXAS LOCAL GOVERNMENT CODE, FOR THE SOLE PURPOSE OF CREATING TWO ADDITIONAL LOTS AND DEDICATING ADDITIONAL ROW, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS:

RESUBDIVISION PLAT OF LOT 1, NORTHRIDGE ACRES NO. 2

AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

IN WITNESS WHEREOF, THOMAS D. ROLAND, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS THE 22 DAY OF December, 2008, A.D.

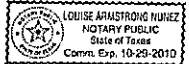
BY: \_\_\_\_\_  
THOMAS D. ROLAND  
242 INVESTMENT LOOP  
HUTTO, TEXAS 78634

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THOMAS D. ROLAND, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 22 DAY OF December, 2008 A.D.

*Louise Armstrong Nunez*  
LOUISE ARMSTRONG NUNEZ  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME: Louise Armstrong Nunez  
MY COMMISSION EXPIRES: 10/29/2010



**SURVEYOR'S CERTIFICATION**

I, JAMES REDMON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR MADE UNDER MY SUPERVISION, MADE ON THE GROUND MARCH 27, 2007.

JAMES REDMON, R.P.L.S. 5848  
SURVEYING BY:  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
3500 McCALL LANE  
AUSTIN, TEXAS 78744  
(512) 443-1724



**ENGINEER'S CERTIFICATION:**

I, RICHARD M. ROBERTS, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THE 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 4845200-10 E, DATED JUNE 16, 1993, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

RICHARD M. ROBERTS, JR. P.E. NO. 64718



ENGINEERING BY:  
AITS ENGINEERS, INSPECTORS & SURVEYORS  
4611 BEE CAVE RD., SUITE 200  
AUSTIN, TEXAS 78746  
(512) 328-6995

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 2-MILE ETJ OF THE CITY OF AUSTIN ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009 A.D. ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009 A.D.

BETTY BAKER, CHAIRPERSON CLARKE HAMMOND, SECRETARY

**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
3500 McCall Lane  
Austin, Texas 78744  
512-443-1724

PROJECT NO.:	552-001
DRAWING NO.:	552-001-PL1
PLOT DATE:	08/29/08
PLOT SCALE:	1"=100'
DRAWN BY:	IAS
SHEET	01 OF 02







**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session January 20, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to authorize a release of lien for a first-time home buyer that partially repaid a loan executed on April 4, 2007.

Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or Judge

- 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

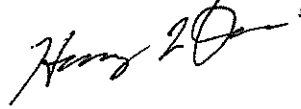
**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**Travis County Housing Finance Corporation**

**January 20, 2009**

**To: Board of Directors**

**From: Harvey L. Davis, Manager**



**Re: Release lien – John and Veronica Betancourt**

---

Staff request approval to execute a release the lien for a Subordinate Deed of Trust on a property located at 5808 Vassey Blvd., Austin, Texas.

The property was purchased by a first-time home buyer utilizing the Corporation's DPA program on April 4, 2007 for a sales price of \$144,555. The Corporation provided the home buyer \$10,000 in down payment assistance. The assistance was in the form of two (0%-interest, 10-year forgivable) loans: \$8,000 payable to Texas Department of Housing and Community Affairs ("TDHCA") (2<sup>nd</sup> Lien) and \$2,000 payable to TCHFC (3<sup>rd</sup> Lien).

The home buyer's personal circumstances recently required them to sell the property for an amount less than the total amount owed (short-sale). The short-sale was negotiated with the 1<sup>st</sup> lien holder, Wells Fargo Home Mtg.

Wells Fargo Home Mtg. paid \$1,000 each to TCHFC and TDHCA even though there were not sufficient funds to the subordinate lien holders.

The terms of the note agreement with the Betancourts provide that the note is to be repaid and the lien is released only to the extent funds are available.

The 2<sup>nd</sup> and 3<sup>rd</sup> lien are forgiven 10% for each full year the home buyer remains in the home. The balance of the two loans was \$9,000 (\$7,200 to TDHCA and \$1,800 to TCHFC).

Cliff Blount reviewed the Release of Lien.

cc: Rodney Rhoades, Executive Manager, Planning and Budget  
Leroy Nellis, Budget Manager  
Cliff Blount, Esq.  
Mary Mayes, Assistant Manager  
Mike Gonzalez, Sr. Financial Analyst



**NAMAN HOWELL  
SMITH & LEE**

A REGISTERED LIMITED LIABILITY PARTNERSHIP

8310 N. Capital of Texas  
Highway, Suite 490  
Austin, Texas 78731  
(512) 479-0300  
Fax (512) 474-1901

October 10, 2008

Via Email: [tahlonda.douglas@wellsfargo.com](mailto:tahlonda.douglas@wellsfargo.com)

Tahlonda Douglas  
Wells Fargo Home Mortgage

Offices in:  
Austin  
Fort Worth  
Temple  
Waco

[www.namanhowell.com](http://www.namanhowell.com)

Re: Travis County Housing Finance Corporation (the "Corporation")  
**John Betancourt and Veronica Betancourt** (the "Borrower").  
5808 Vasey Blvd., Austin, Texas 78724 (the "Property")

Dear Ms. Douglas:

Please be advised that this firm represents the Corporation with regard to the third lien note and deed of trust related to the Borrower and the Property. The note to the Corporation provides, in part, that the note is to be repaid "from the available proceeds from the re-sale and the Note is repaid to the extent that proceeds are available. If there are no Net Proceeds, repayment of the Note is not required." Pursuant to that provision of the note from the Borrowers to the Corporation, I can confirm that the Corporation will abide by the terms of such note and that if the only proceeds available to pay the Corporation are \$1000, the Corporation will provide a release upon receipt of such amount (or such other amount that constitutes net proceeds available pursuant to the note).

Please feel free to give me a call if you need any additional information.

Sincerely,



Cliff Blount

Cc: Harvey Davis, TCHFC  
Mike Gonzalez, TCHFC



LIEN HOLDER:

TRAVIS COUNTY HOUSING  
FINANCE CORPORATION

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

THE STATE OF TEXAS            δ  
  δ  
COUNTY OF TRAVIS            δ

The foregoing instrument was acknowledged before me on this \_\_\_\_\_  
day of January, 2009, by \_\_\_\_\_,  
as Travis County Housing Finance Corporation of, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME OF NOTARY  
\_\_\_\_\_

MY COMMISSION EXPIRES:  
\_\_\_\_\_



**A. Settlement Statement**

U.S. Department of Housing  
and Urban Development

B. Type of Loan							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> Conv Unins	6. File Number	7. Loan Number	8. Mortgage Ins Case Number		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finantee	0816447-MTO				
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(o.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.							
D. Name & Address of Borrower Preferred Investing, LLC 2625 SummerWalk Place Round Rock, TX 78665			E. Name & Address of Seller John Betancourt and Veronica Betancourt 5808 Vassey Blvd Austin, TX 78724		F. Name & Address of Lender C. Aubrey Smith, Jr., Trustee for the C. Aubrey Smith, Jr. Self-Employed P.O. Box 162326 Austin, TX 78716		
G. Property Location Forest Bluff, Lot 5, Blk E, Sec. 4, Travis County, TX 5808 Vassey Austin, TX 78724				H. Settlement Agent Name Independence Title Company 9442 Capital of Texas Hwy Bldg. 2, Suite 200 Austin, TX 78759 Tax ID: 47-0951111		I. Settlement Date 12/15/2008 Fund: 12/19/2008	
J. Summary of Borrower's Transaction				K. Summary of Seller's Transaction			
100. Gross Amount Due from Borrower				400. Gross Amount Due to Seller			
101. Contract Sales Price		\$115,000.00	401. Contract Sales Price		\$115,000.00		
102. Personal Property			402. Personal Property				
103. Settlement Charges to borrower		\$1,652.65	403.				
104.			404.				
105.			405.				
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. Property taxes	12/16/08 thru 12/31/08	\$144.44	406. Property taxes	12/16/08 thru 12/31/08	\$144.44		
107. City property taxes			407. City property taxes				
108. County property taxes			408. County property taxes				
109. School property taxes			409. School property taxes				
110. HOA Dues	12/16/08 thru 12/31/08	\$8.68	410. HOA Dues	12/16/08 thru 12/31/08	\$8.68		
111. MUD Taxes			411. MUD Taxes				
112.			412. HOA Balance of Assessments				
113.			413.				
114.			414.				
115.			415.				
116.			416.				
120. Gross Amount Due From Borrower		\$116,805.77	420. Gross Amount Due to Seller		\$115,153.12		
200. Amounts Paid By Or in Behalf Of Borrower				500. Reductions in Amount Due to Seller			
201. Deposit or earnest money		\$500.00	501. Excess Deposit				
202. Principal amount of new loan(s)		\$105,000.00	502. Settlement Charges to Seller (line 1400)		\$9,101.06		
203. Existing loan(s) taken subject to			503. Existing Loan(s) Taken Subject to				
204. Loan Amount 2nd Lien			504.				
205.			505.				
206.			506.				
207. Listing Agent Credit for HOA Fee		\$250.00	507. 3rd Lien Payoff to TCHFC		\$1,000.00		
208. Selling Agent Credit for HOA Fee		\$250.00	508. 1st Lien Payoff to Wells Fargo Home Mtg		\$104,052.06		
209.			509. 2nd Lien Payoff to TDHCA		\$1,000.00		
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. Property taxes			510. Property taxes				
211. City property taxes			511. City property taxes				
212. County property taxes			512. County property taxes				
213. School property taxes			513. School property taxes				
214. HOA Dues			514. HOA Dues				
215. MUD Taxes			515. MUD Taxes				
216.			516.				
217.			517.				
218.			518.				
219.			519.				
220. Total Paid By/For Borrower		\$106,000.00	520. Total Reduction Amount Due Seller		\$115,153.12		
300. Cash At Settlement From/To Borrower				600. Cash At Settlement To/From Seller			
301. Gross Amount due from borrower (line 120)		\$116,805.77	601. Gross Amount due to seller (line 420)		\$115,153.12		
302. Less amounts paid by/for borrower (line 220)		\$106,000.00	602. Less reductions in amt. due seller (line 520)		\$115,153.12		

This settlement statement is certified to be a true and correct copy of the original settlement statement by  
**INDEPENDENCE TITLE COMPANY**

108/52

07/FNT

06.902555mup



DT 2007062395

10 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

10

TRAVIS COUNTY HOUSING FINANCE CORPORATION

SUBORDINATE DEED OF TRUST  
THIRD LIEN

RETURN

FIDELITY NATIONAL TITLE

HOME Contract #1000744

This SUBORDINATE DEED OF TRUST ("Security Instrument") is made on April 4, 2007 ("Date").

The grantor is John Betancourt and Veronica Betancourt ("Borrower").

The trustee is William Cliff Blount of Travis County, Texas ("Trustee"), whose address is Naman, Howell, Smith & Lee, LLP, 8310 Capital of Texas Highway, North, Suite 490, Austin, Travis County, Texas 78731-8310. The beneficiary is the Travis County Housing Finance Corporation, a Texas public non-profit corporation, ("Lender"), whose address is P. O. Box 1748, Austin, Travis County, Texas 78767.

The Contract is the above referenced HOME Contract #1000744 between Lender and Texas Department of Housing and Community Affairs dated November 1, 2006 in the amount of \$208,000.00 which provides homeownership opportunities to low income families through the use of down payment assistance loans.

Borrower owes Lender the principal sum of Two Thousand and NO/100 Dollars (U.S. \$2,000.00). This debt is evidenced by a Down Payment Assistance Note (Third Lien) ("Note") dated the same date as this Security Instrument, with the full debt due and payable on April 4, 2017 ("Final Maturity Date").

The Note provides for certain potential deferrals, forgiveness or other payment terms. The Note also provides that the full debt, if not paid or forgiven earlier, shall be due and payable on the sale of the property, refinance of the purchase money note dated April 4, 2007 in the original principal amount of \$142,321.00 issued by Borrower and made payable to PrimeLending ("Senior Lien Holder"), hereinafter the First Lien Note ("FLN"), or the refinance of the purchase money note to Texas Department of Housing and Community Affairs, dated April 4, 2007 in the amount of \$8,000.00, hereinafter the Second Lien Note ("SLN") or acceleration of either the FLN, the SLN or the Note upon Borrower's default, whichever is first to occur.

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session January 21, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve an invoice from Moody's Investors Service for rating services for the extension of the \$15.5 million Travis County Housing Finance Corporation Single Family Mortgage Revenue and Refunding Bonds (Mortgage-Backed Securities Program) Series 2007A (AMT).

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- \_\_\_ Additional funding for any department or for any purpose
- \_\_\_ Transfer of existing funds within or between any line item
- \_\_\_ Grant
- Human Resources Department (473-9165)
- \_\_\_ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- \_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- \_\_\_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**Travis County Housing Finance Corporation**  
**314 West 11th Street, Room 540**  
**Austin, Texas 78767**  
**Telephone: (512) 854-4743**

January 21, 2009

To: Board of Directors

From: Harvey L. Davis



Re: 2007 Single Family Bond Program – Moody's Invoice

On July 14, 2008, the Board approved the extension of the 2007 single family bond program for an additional six months. The reason for the extension was to originate approximately \$3.5 million remaining of the \$15.5 of mortgage funds.

We informed you that the extension costs would be less than \$4,000. We were sent an invoice through the trustee, Wells Fargo, for \$1,500 for the rating services necessary to complete the extension.

Staff recommends approval of the invoice.

cc: Ladd Pattillo, Financial Advisor  
Robert Dransfield, Fulbright & Jaworski  
Cliff Blount, Naman Howell, Smith & Lee, Issuers Counsel  
Mark O'Brien, Bob Coleman & Stacy Houston, Morgan Keegan (Bond Underwriter)  
Rodney Rhoades, Executive Manager, Planning and Budget  
Leroy Nellis, Budget Manager  
Mary Mayes, Assistant Manager  
Miguel Gonzalez, Senior Financial Analyst

**From:** <cheri.d.whitford@wellsfargo.com>  
**To:** <Harvey.Davis@co.travis.tx.us>  
**Date:** 1/8/2009 2:27 PM  
**Subject:** Emailing: trav07amoodys  
**Attachments:** trav07amoodys.pdf

The message is ready to be sent with the following file or link attachments:

trav07amoodys

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Hello Harvey,

Please have the attached invoice approved for payment. I will need to receive the funds from you in order to make payment to Moody's. Let me know if you have any questions. Thanks

Cheri Whitford  
Wells Fargo Corporate Trust  
817.334.7062

**Moody's Investors Service**  
7WTC at 250 Greenwich Street  
New York, NY 10007

**REVISED INVOICE**

Ms. Cheri Whitford  
Wells Fargo Bank, N.A.  
MAC T5415-030  
201 Main Street, Suite 301  
Fort Worth, TX 76102

**INVOICE No.:** C1669779 - 001  
**CUSTOMER No.:** 400049109  
**REV INV DATE:** December 31, 2008

FOR PROFESSIONAL SERVICES:

\$ 1,500

For detail see next page(s).

**Invoice Comment**

Extension of unexpended proceeds to 3/1/2009.

**Billing Inquiries contacts:**

Carol Picou  
Phone: 212 553.7966, Fax:212 298.7228  
Email: Carol.Picou@moodys.com

Michelle Bolino  
Phone: (212) 553-0901, Fax:(212) 553-3810  
Email: Michelle.Bolino@moodys.com

Keep This Portion For Your Records

Return This Portion With Your Payment

Invoice Number: C1669779 - 001  
Account Number: 400049109  
Invoice Date: 12/31/2008

**Amount Due: \$ 1,500**

INVOICE PAYABLE IN U.S. DOLLAR

**Mail Payment with Invoice Stub to:**

MOODY'S INVESTORS SERVICE  
P.O. Box 102597  
Atlanta, Georgia 30368-0597  
USA

OR

**Wire Payment with Invoice Number to:**

SUNTRUST BANK  
Transit Routing # 061000104  
Moody's Account # 8801939847  
For Customers wiring from outside the U.S.:  
Swift Code: SNTRUS3A

PAYMENT DUE UPON RECEIPT  
Moody's Taxpayer ID #: 13-195-9883



**Moody's Investors Service**  
7WTC, at 250 Greenwich Street  
New York, NY 10007

Issuer: **Travis County Housing Finance Corporation, TX**

**MSP - Housing/Healthcare Bonds - Amendment Fee(s) for**

Deal Name: **Travis County Housing Finance Corporation, TX, Single Family Mortgage  
Revenue & Refunding Bonds (Mortgage-Backed Securities Program), Series  
2007A (AMT), \$15.500MM**

Issue Amount: **15,500,000** 1,500

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session January 21, 2009 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 execute Partial Release of Liens on two lots owned by Austin Habitat for Humanity, Inc., 4502 and 4604 Acers Lane.

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- \_\_\_ Additional funding for any department or for any purpose
- \_\_\_ Transfer of existing funds within or between any line item
- \_\_\_ Grant
- Human Resources Department (473-9165)
- \_\_\_ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- \_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- \_\_\_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



**TRAVIS COUNTY HOUSING FINANCE CORPORATION**

---

DATE: January 21, 2009  
TO: Board of Directors  
FROM: Harvey L. Davis, Manager  
SUBJECT: Contract – Austin Habitat



On July 6, 2006, the Board approved a \$100,000 forgivable loan agreement to assist Austin Habitat in the purchase of eight lots located on Acers Lane in the Austin Colony section of Travis County (an unincorporated area of the County).

The loan is partially forgiven and the lien is released as the homes are sold to appropriate home buyers. As each home is sold a release of lien document will be executed and recorded by the Corporation.

Austin Habitat is ready to close on the fifth and sixth lots for two qualified home buyers (4502 and 4604 Acers Lane). They request the Corporation release the lien on the lots.

Cliff Blount has reviewed the Partial Release documents and told me that it is appropriate for the Board to execute the documents.

I represent that Austin Habitat has fulfilled their obligations under the 2006 agreement. I recommend the Board approve execution of the Partial Releases.

cc: Cliff Blount, Attorney  
Leroy Nellis, Budget Manager  
Mary Mayes, Assistant Manager  
Mike Gonzalez, Senior Financial Analyst

Austin Habitat for Humanity, Inc.

Description of Lots Purchased in Austin's Colony

Lots Purchased	Date Lien Released
4402 Acers Lane	02/26/08
4406 Acers Lane	
4408 Acers Lane	02/26/08
4500 Acers Lane	
4502 Acers Lane	
4508 Acers Lane	04/22/08
4600 Acers Lane	06/20/08
4604 Acers Lane	

## PARTIAL RELEASE OF LIEN

### NOTICE OF CONFIDENTIALITY RIGHTS

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** January \_\_, 2009

#### **Note**

**Date:** November 28, 2006

**Original Amount:** \$100,000.00

**Maker:** Austin Habitat for Humanity, Inc.

**Payee:** Travis County Housing Finance Corporation

**Holder of Note and Lien:** TRAVIS COUNTY HOUSING FINANCE CORPORATION

**Holder's Mailing Address:** P. O. Box 1748, Austin, Texas 78701-1748

**Note and Lien Are Described in the Following Documents, Recorded in:** A deed of trust recorded in Document No. 2006232177, of the Official Property Records of Travis County, Texas.

#### **Property (including any improvements) Subject to Lien:**

Lot 4, Block B, AUSTIN'S COLONY SECTION 6A, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200600007, Official Public Records of Travis County, Texas.

Holder of the note acknowledges its partial payment and releases from the lien only the property described above.

When the context requires, singular nouns and pronouns include the plural.

TRAVIS COUNTY HOUSING FINANCE  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Texas

County of Travis

This instrument was acknowledged before me on January \_\_, 2009 by \_\_\_\_\_ of Travis County Housing Finance Corporation, a Texas public non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, State of Texas

Prepared By:  
Hancock & McGill, L.L.P.  
Attorneys at Law

fm-habitat.prl / TCHFC Partial Release / Verdin - 4502 Acers

AFTER RECORDING RETURN TO:

## PARTIAL RELEASE OF LIEN

### NOTICE OF CONFIDENTIALITY RIGHTS

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** January \_\_, 2009

#### Note

**Date:** November 28, 2006

**Original Amount:** \$100,000.00

**Maker:** Austin Habitat for Humanity, Inc.

**Payee:** Travis County Housing Finance Corporation

**Holder of Note and Lien:** TRAVIS COUNTY HOUSING FINANCE CORPORATION

**Holder's Mailing Address:** P. O. Box 1748, Austin, Texas 78701-1748

**Note and Lien Are Described in the Following Documents, Recorded in:** A deed of trust recorded in Document No. 2006232177, of the Official Property Records of Travis County, Texas.

#### Property (including any improvements) Subject to Lien:

Lot 3, Block A, AUSTIN'S COLONY SECTION 6A, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200600007, Official Public Records of Travis County, Texas.

Holder of the note acknowledges its partial payment and releases from the lien only the property described above.

When the context requires, singular nouns and pronouns include the plural.

TRAVIS COUNTY HOUSING FINANCE  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Texas

County of Travis

This instrument was acknowledged before me on January \_\_, 2009 by \_\_\_\_\_ of Travis County Housing Finance Corporation, a Texas public non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, State of Texas

Prepared By:  
Hancock & McGill, L.L.P.  
Attorneys at Law

fm-habitat.prl / TCHFC Partial Release / Nealy - 4604 Acers

AFTER RECORDING RETURN TO:



CHANGE LIVES

TEL 512.472.8788 FAX 512.476.1304

Administration 55 North IH 35, Ste. 240 Austin, TX 78702

ReStore & Family Services 310 Comal, Ste. 100 Austin, TX 78702

Construction 916 Springdale Rd. Austin, TX 78702

[austinhabitat.org](http://austinhabitat.org)

January 14, 2009

To the Board of Directors of Travis County Housing Finance Corporation:

Austin Habitat for Humanity hereby certifies that Jaime Verdin & Priscella Beatty are eligible to purchase the home at 4502 Acers through the homebuying program of Austin Habitat for Humanity. This family has met each of the following requirements:

1. Acceptance into our program based on our program criteria for Need, Ability to Pay and Willingness to Partner (outlined in Exhibit A of the Real Estate Lien).
2. Completion of the Sweat Equity and Homeowner Education Program requirements of our Homebuyer Program.

Thank you for your support of our mission to provide low-income families with the opportunity to purchase a decent, affordable home.

Sincerely,

A handwritten signature in black ink that reads "Robert M. Hernández".

Robert M. Hernández  
Director of Family Services

---

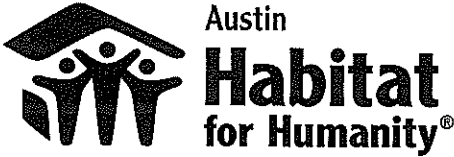
**Board of Directors**

*Damon Silvestry, President | Carol Drennan, Vice President | Carla Fraser, Secretary | Bruce Coleman, Treasurer*

Robin Camp, Carlos Coe, Luke Ellis, Carla Fraser, Leslee Froehlich, Lora Ann Gerson, Paula Gilbert, Trey Halbert, David Hamm, Kevin Kimbrough, Betty McNallen, Nikelle Meade, Bonnie Mills, Carl Shepherd, Eric Shepperd, Sherine Thomas, Gina Wey, Matt Williamson

Member Emeritus Perry Tornquist Executive Director Michael Willard





CHANGE LIVES

TEL 512.472.8788 FAX 512.476.1304

Administration 55 North IH 35, Ste. 240 Austin, TX 78702

Home Store & Family Services 310 Comal, Ste. 100 Austin, TX 78702

Construction 916 Springdale Rd. Austin, TX 78702

RECEIVED

09 JAN 12 PM 12:10

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

[austinhabitat.org](http://austinhabitat.org)

January 9, 2009

To the Board of Directors of Travis County Housing Finance Corporation:

Austin Habitat for Humanity hereby certifies that Stefanie Nealy is eligible to purchase the home at 4604 Acers through the homebuying program of Austin Habitat for Humanity. This family has met each of the following requirements:

1. Acceptance into our program based on our program criteria for Need, Ability to Pay and Willingness to Partner (outlined in Exhibit A of the Real Estate Lien).
2. Completion of the Sweat Equity and Homeowner Education Program requirements of our Homebuyer Program.

Thank you for your support of our mission to provide low-income families with the opportunity to purchase a decent, affordable home.

Sincerely,

Robert M. Hernández  
Director of Family Services

**Board of Directors**

*Damon Silvestry, President | Carol Drennan, Vice President | Carla Fraser, Secretary | Bruce Coleman, Treasurer*

Robin Camp, Carlos Coe, Luke Ellis, Carla Fraser, Leslee Froehlich, Lora Ann Gerson, Paula Gilbert, Trey Halbert, David Hamm, Kevin Kimbrough, Betty McNallen, Nikelle Meade, Bonnie Mills, Carl Shepherd, Eric Shepperd, Sherine Thomas, Gina Wey, Matt Williamson

Member Emeritus Perry Tornquist Executive Director Michael Willard



United Way Capital Area





**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session January 21, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to approve a contract amendment with Travis County in order to provide funds to convert a part-time senior financial analyst to full time for three months to develop a plan to apply for funding from the Texas Department of Housing and Community Affairs for a Neighborhood Stabilization Program.

Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or Judge

- 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 Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.