

~~02~~ # 1

Travis County Commissioners Court Agenda Request

Voting Session ~~02/17/09~~ 3/24/09
(Date)

Work Session _____
(Date)

RECEIVED
COUNTY JUDGES OFFICE
09 MAR 13 PM 4:06

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9388
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
B. Requested Text:

Approve setting the public hearing for March 24, 2009 to receive comments on:

A. Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills, in Precinct Three (Lot line revision for two residential lots – 0.68 Acres – Longhorn Skyway and Deer Creek Skyview - No Fiscal required – Sewage service to be provided by OSSF – No City's ETJ).

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:

S Sarah C. Sumner: 854-7563
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

February 6, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AWB* Anna Bowlin, Division Director, Development Services

SUBJECT: Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills, Precinct Three

PROPOSED MOTION:

Approve setting the public hearing for March 24, 2009 to receive comments on:

Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills, in Precinct Three (Lot line revision for two residential lots – 0.68 Acres – Longhorn Skyway and Deer Creek Skyview - No Fiscal required – Sewage service to be provided by OSSF – No City's ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This revised plat adjusts the lot lines between 2 total single family lots. No parkland dedication or fiscal is required.

As this plat application meets all Travis County standards, TNR staff recommends approval of the plat.

ISSUES:

Staff has received no inquiries about this project at this time.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

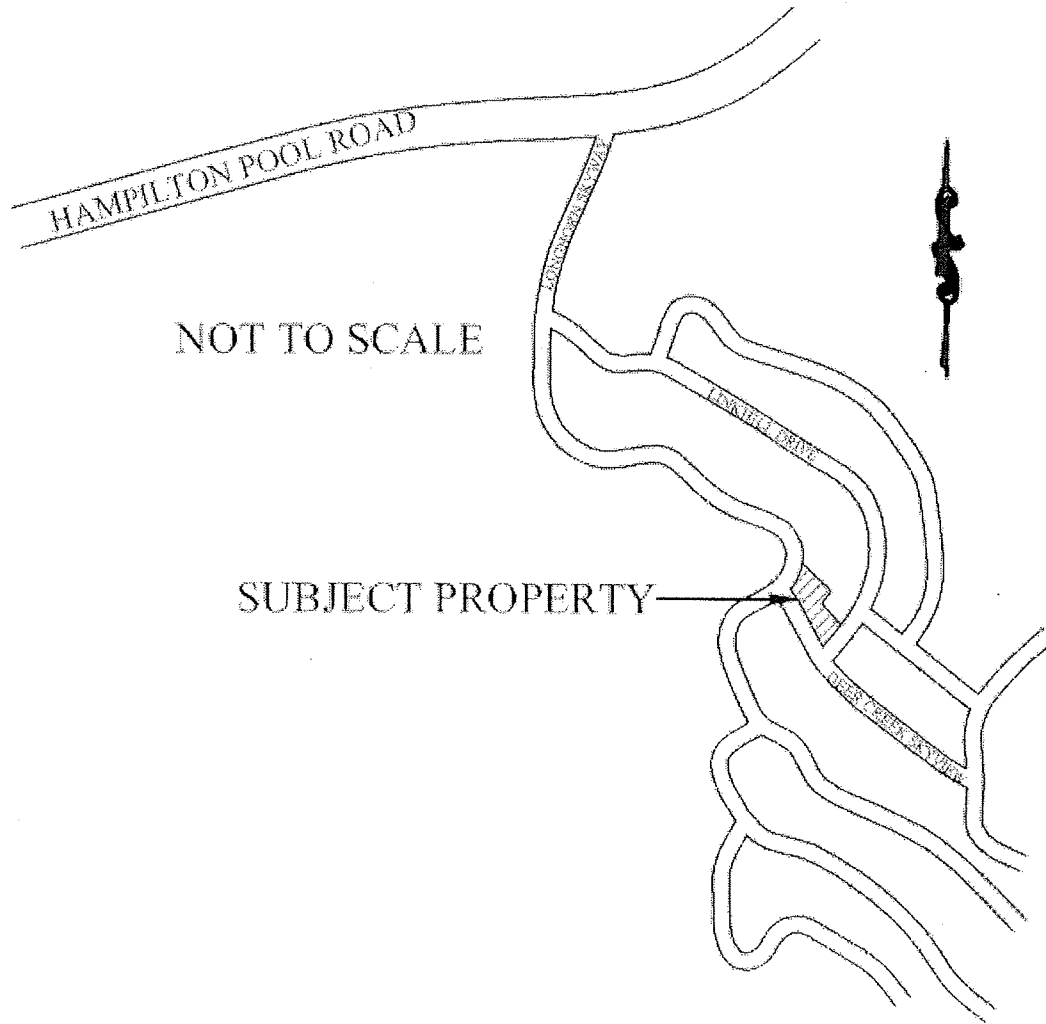
None.

EXHIBITS:

Location map, Original Plat, Final Plat, Precinct Map

SCS 0607

Revised Plat of Hilltop Manor Block FFF Lot 1 and Twin Lake Hills Block RR Lot 19 Location Map



12-5-72 RCH A-1474-750 Original Plat Lot 1 Ball FFF

70-2392

Last Updated 3-20-09 at 8:55am

TERMS, TAXES, ETC.:
OWNER SHALL BE RESPONSIBLE FOR ALL TAXES, ETC., DUE ON THIS PROPERTY.
NOTES: THIS PLAT IS FOR THE SUBDIVISION OF LOT 1, BALL FFF, TRAVIS COUNTY, TEXAS.
THE PLAT IS BASED ON A SURVEY MADE BY J. M. JACKSON, SURVEYOR, IN 1972.
THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING THIS PLAT.
THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING THIS PLAT.

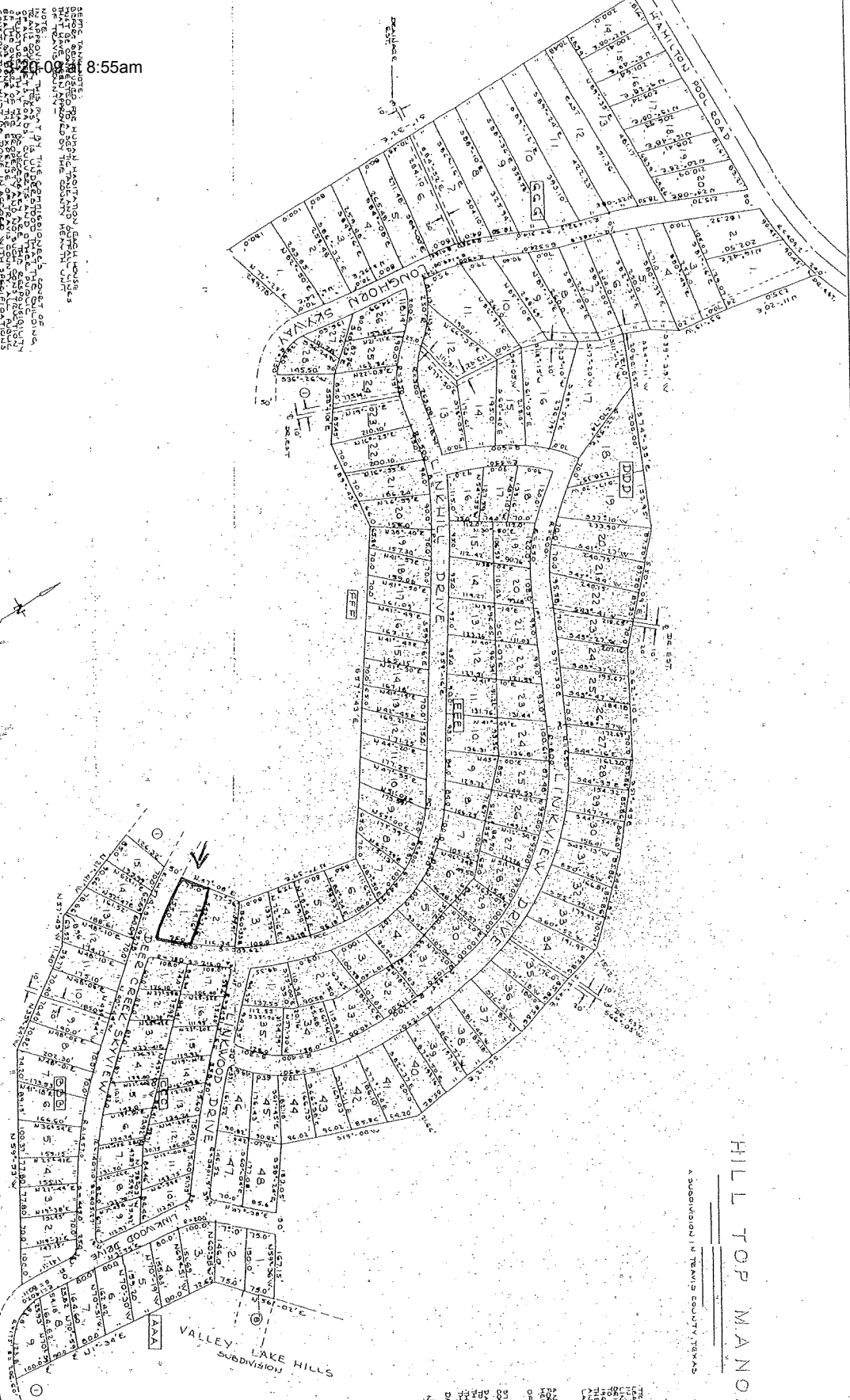


J. M. JACKSON
SURVEYOR
TRAVIS COUNTY, TEXAS
NO. 190
EXP. 12-31-73

PLAT 12-5-72 RCH A-1474-750
SUBDIVISION OF LOT 1, BALL FFF

TWIN LAKE HILLS
SUBDIVISION

COPIES OF THIS PLAT
TO BE FURNISHED TO THE
COUNTY CLERK, TRAVIS COUNTY, TEXAS
AT THE TIME OF RECORDING
THIS PLAT.



HILL TOP MANOR

A SUBDIVISION IN TRAVIS COUNTY, TEXAS

STATE OF TEXAS, COUNTY OF TRAVIS, BEFORE ME, the undersigned authority, on this 12th day of August, 1972, personally appeared J. M. JACKSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. I, the undersigned authority, do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of this office.

HILL TOP MANOR

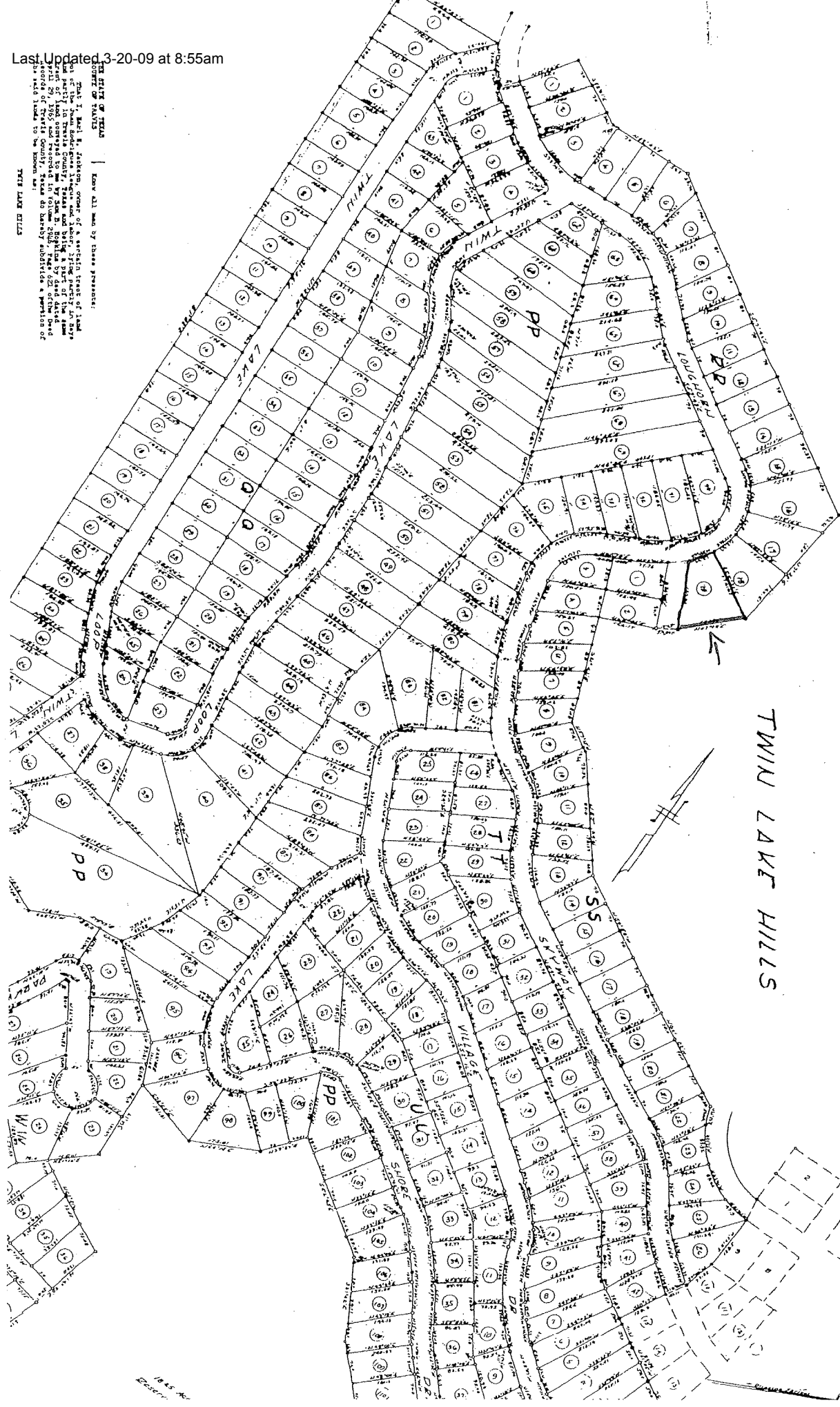
WITNESS MY HAND AND SEAL OF OFFICE, this 12th day of August, 1972.

NOTARY PUBLIC FOR THE STATE OF TEXAS
J. M. JACKSON
NOTARY PUBLIC FOR THE STATE OF TEXAS
172 LOTS.

STATE OF TEXAS, COUNTY OF TRAVIS, BEFORE ME, the undersigned authority, on this 12th day of August, 1972, personally appeared J. M. JACKSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. I, the undersigned authority, do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of this office.

NOTARY PUBLIC FOR THE STATE OF TEXAS
J. M. JACKSON
NOTARY PUBLIC FOR THE STATE OF TEXAS
172 LOTS.

July 7-70 Re c a a 9006 750 Original Plat Lot 19 Block R17



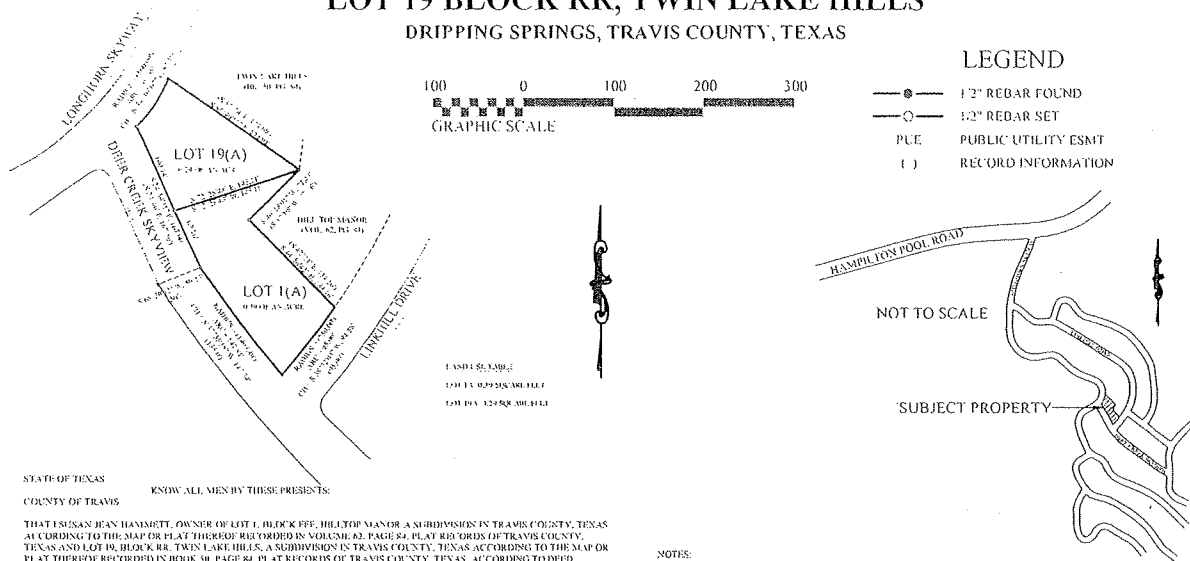
Last Updated 3-20-09 at 8:55am

THE STATE OF TEXAS
COUNTY OF TRAVIS
Know all men by these presents:
That I, Earl E. Robinson, owner of a certain tract of land
situated in the Town of Austin, County of Travis, State of Texas,
do hereby certify that the within and foregoing plat, being a part of the same
tract of land, was duly recorded in the Public Records of Travis County, Texas
on the 27th day of July, 1970, and recorded in Volume 2884, Page 421 of the said
Public Records of Travis County, Texas as hereby authorized a portion of
the said land to be shown as:

TWIN LAKE HILLS

REVISED PLAT OF LOT 1, BLOCK FFF, HILLTOP MANOR AND LOT 19 BLOCK RR, TWIN LAKE HILLS

DRIPPING SPRINGS, TRAVIS COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:
THAT SUSAN JEAN HAMMETT, OWNER OF LOT 1, BLOCK FFF, HILLTOP MANOR, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 42, PAGE 84, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND LOT 19, BLOCK RR, TWIN LAKE HILLS, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 56, PAGE 84, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY REVEISE, SAID LOTS, PURSUANT TO CHAPTER 252.009 OF THE TEXAS LOCAL GOVERNMENT CODE, FOR THE SOLE PURPOSE OF RELOCATING THE COMMON LOT LINES, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS "REVISED PLAT OF LOT 1, BLOCK FFF, HILLTOP MANOR AND LOT 19, BLOCK RR, TWIN LAKE HILLS," AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREOF, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE ____ DAY OF _____, 2009 A.D.

BY: SUSAN JEAN HAMMETT
AUSTIN, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SUSAN JEAN HAMMETT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND SHE ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL IN MY OFFICE, THIS THE ____ DAY OF _____, 2009 A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____ MY COMMISSION EXPIRES _____

I, EDWARD C. RUMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 252 OF THE TEXAS LOCAL GOVERNMENT CODE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

SURVEYED BY:
ALLSTAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729

EDWARD C. RUMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5729

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 4957-C-0395 H, DATED SEPTEMBER 26, 2006, FOR TRAVIS COUNTY, TEXAS, AND INCORPORATED AREAS.

TRAVIS COUNTY ON-SITE WASTE WATER PROGRAM NOTES

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM WHICH HAS BEEN APPROVED BY THE TRAVIS COUNTY ON-SITE WASTE WATER PROGRAM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PORTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM OR PRIVATE WATER WELL.
- NO ON-SITE SEWAGE DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE SEWAGE DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- NO CONSTRUCTION MAY BEGIN ON A LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTE WATER PROGRAM.
- ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE CHAPTER 352 AND TRAVIS COUNTY CODE 4B.
- LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENT PER LOT.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTE WATER PROGRAM AND/OR LOT OWNERS WITHIN THE SUBDIVISION.
- WATER WELLS MUST BE PLACED AT THE LOCATION SHOWN UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY.

STACY SCHUTTEL, DR. PROGRAM MANAGER
ON-SITE WASTE WATER PROGRAM
TRAVIS COUNTY, TEXAS

DATE

THIS SUBDIVISION PLAT IS NOT LOCATED WITHIN THE EXTRAJURISDICTIONAL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE ____ DAY OF _____, 2009.

WATER QUALITY, FLOOD RISK, AND WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

NOTES:

- ALL RESTRICTIONS AND NOTES FROM THE PREVIOUS EXISTING SUBDIVISIONS, VOLUME 308, PAGE 55; VOLUME 306, PAGE 702; VOLUME 1200, PAGE 108; HILLTOP MANOR, VOLUME 42, PAGE 84, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND TWIN LAKE HILLS, BOOK 56, PAGE 84, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SHALL APPLY TO THIS PLAT.
- WATER SEWER PROVIDED BY DEER CREEK WATER COMPANY. NO SEPTIC PROVIDED FOR EACH LOT.
- A 5' P.U.E. SHALL BE LOCATED ADJACENT TO ALL LOT LINES.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO CONSTRUCTIONS.

COMMISSIONER'S COURT RESOLUTION:

IN APPROVING THIS PLAT, THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND OR DEVELOPER OF THE TRACT OF LAND CONVEYED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS.

THE OWNERS OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS TO SECURE THIS OBLIGATION. THE OWNERS MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNERS OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONER'S 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 TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUCOUR, CLERK OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 2009 A.D., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY, THIS ____ DAY OF _____, 2009 A.D.

DANA DEBEAUCOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUCOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2009 A.D., AT ____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF _____, 2009 A.D., AT ____ O'CLOCK ____ M., OF SAID COUNTY, AND THE STATE IN DOCUMENT NUMBER ____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, 2009 A.D.

DANA DEBEAUCOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

REFERENCE INFORMATION

REVISED PLAT OF LOT 1,
BLOCK FFF, HILLTOP MANOR
AND LOT 19 BLOCK RR, TWIN
LAKE HILLS

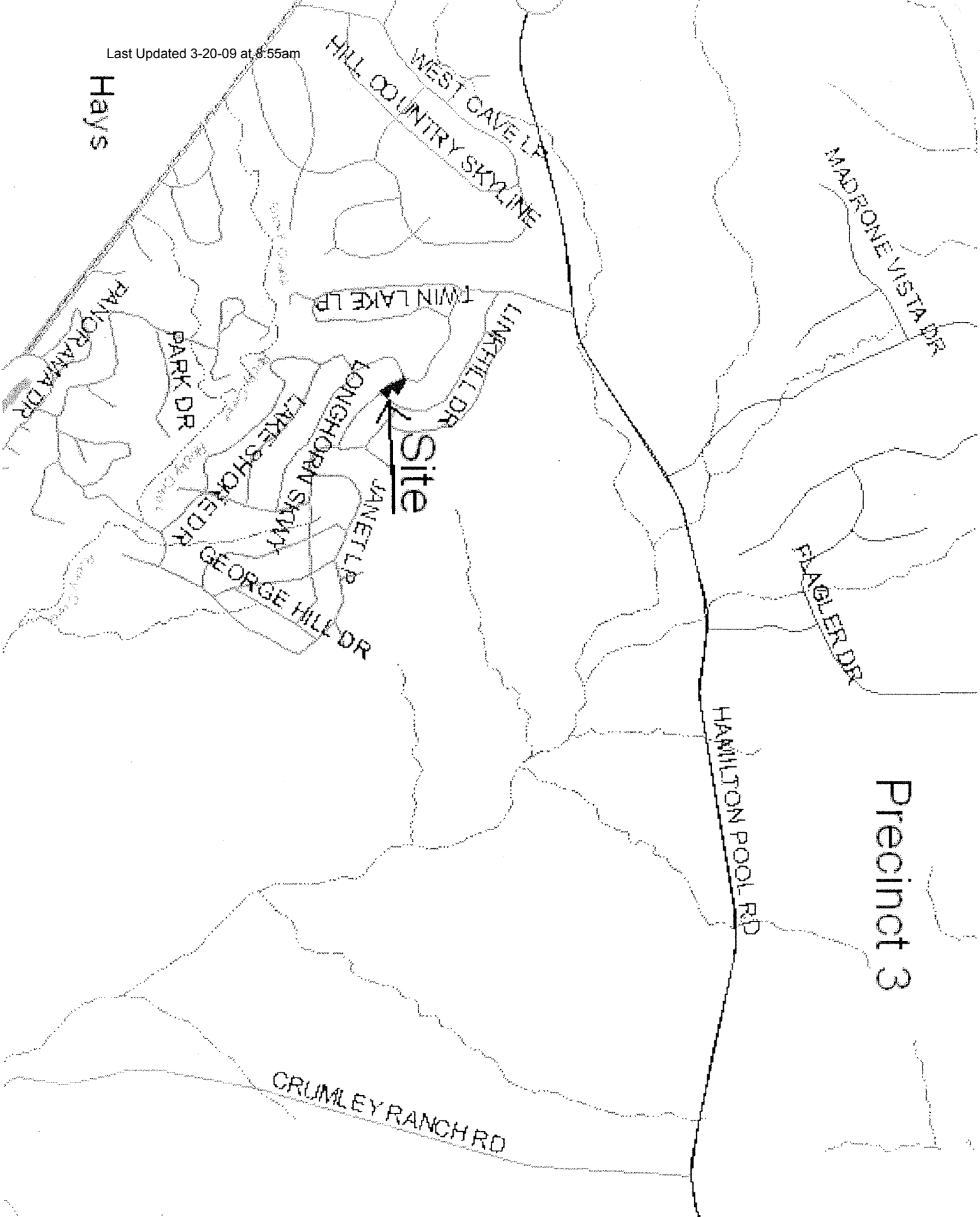
SURVEY DATE	NOVEMBER 20, 2008	DRAWN BY	BRADY WARRER	11/29/2008
FOR K.O.		CHECKED BY	EDWARD RUMSEY	11/29/2008
SCALE	1" = 100'	REVISION		
SHEET NO	1 OF 1			

ALLSTAR
Land Surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-3217 FAX

www.allstarlandsurveying.com

Hays



Precinct 3

2

Travis County Commissioners Court Agenda Request

Voting Session 3/24/09
(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: **PUBLIC HEARING: Receive Comments regarding the proposed vacation of two tracts of 0.313 and 0.179 acres which comprise the Drainage Easement as recorded at 2008087239 of the Official Public Records of Travis County, Texas**

ACTION ITEM: Consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate two tracts of 0.313 and 0.179 acres which comprise the Drainage Easement as recorded at 2008087239 of the Official Public Records of Travis County, Texas – a separate instrument drainage easement dedicated in Travis County, Precinct 3.

C. Approved by: Karen Huber
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:

Chris Gilmore: 854-9415 Mike Hettenhausen: 854-7562
Anna Bowlin: 854-7561 Don Grigsby: 854-7560

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
PH: (512) 854-9383
FAX (512) 854-4649

MEMORANDUM

DATE: March 12, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services

SUBJECT: Consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate two tracts, of 0.313 and 0.179 acres, which comprise the Drainage Easement as recorded at 2008087239 of the Official Public Records of Travis County, Texas – a separate instrument drainage easement dedicated in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request from the property owner's engineer requesting to vacate a Drainage Easement comprised of two tracts, of 0.313 and 0.179 acres, which were recorded May 28, 2008, in reference to a proposed plat called The Coves at Sky Ranch. That plat was never recorded and the developer has changed the proposed lay-out of the subdivision of the property. The property owner is requesting this vacation in order to move forward with the new configuration of the property.

Professional Engineer, Davood Salek, has stated: "Since there is no longer any proposed open channel within the subject drainage easement and its alignment falls across several buildable areas of proposed lots, I request the vacation of the drainage easement as recorded easement in Travis County Records Doc # 2008087239."

Travis County Engineer, Don Grigsby, has stated he has no objections to this vacation. TNR recommends the vacation of the 25' wide drainage easement as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

March 12, 2009

Page 2

Issues and Opportunities:

Although someone had this document recorded prematurely, we are able to vacate the Drainage Easement, by this process, and return the property to its unencumbered state so that the developer can continue to plat the land in a better way.

Required Authorizations:

None.

Exhibits:

Letter of Request
Engineer's letter
Recorded Easement
Field Notes and Sketch
Order of Vacation
Preliminary Plan
Location Maps
Affidavit of Posting
Photo

DV:AB:dv

09-DE-01

1105 Coves at Sky Ranch – DE vacation

09-DE-01

7401 B Highway 71 West
Suite 160 • Austin, TX 78735
p 512.583.2600
f 512.583.2601

February 18, 2009

Mrs. Darla Vasterling
Travis County TNR.
Planning and Engineering Services
411 W 13th St.
Executive Office Building
Austin, Texas 78757

Re: Vacation of Drainage Easement granted to the public by document # 2008087239 across 110.06 ac. of land conveyed to Stephen Paul Taylor by deed recorded in Vol. 8697 Pg. 385 of the deed records of Travis County.

Dear Mrs. Vasterling,

Please find attached a copy of the Metes and Bounds and sketch of the Drainage Easement referenced above. This drainage easement was granted to the public per the requirements of Travis County Final Plat and Subdivision construction review comments as it was intended to contain an open channel that conveyed storm water runoff from proposed subdivision improvements to Lake Travis. This proposed Subdivision was called "The Coves at Sky Ranch Phase One". This subdivision plat was never approved and has been redesigned and resubmitted to Travis County without the proposed open drainage channel that was required by the original design. The redesigned subdivision is called "The Coves at Sky Ranch". Please see the attached Proposed Drainage Plan for The Coves at Sky Ranch which has been approved by Don Grigsby of your office, for the new drainage design.

Since there is no longer any drainage to convey with in the subject drainage easement and its alignment falls across several buildable areas of proposed lots, I request the vacation of the drainage easement as recorded in the Travis County Records Doc # 2008087239.

Please feel free to contact me at 583-2600 with any questions or comments.
Thank you,



Buck Culp



Doucet & Associates, Inc.
Consulting Engineers

7401 B Highway 71 West
Suite 160 • Austin, TX 78735
p 512.583.2600
f 512.583.2601

February 23, 2009

Mrs. Darla Vasterling
Travis County TNR.
Planning and Engineering Services
411 W 13th St.
Executive Office Building
Austin, Texas 78757

Re: Vacation of Drainage Easement granted to the public by document # 2008087239 across 110.06 ac. of land conveyed to Stephen Paul Taylor by deed recorded in Vol. 8697 Pg. 385 of the deed records of Travis County.

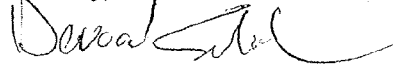
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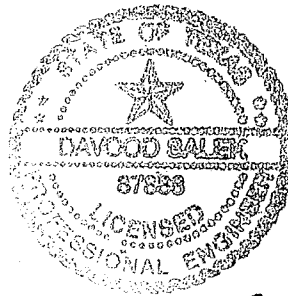
Since there is no longer any proposed open channel within the subject drainage easement and its alignment falls across several buildable areas of proposed lots, I request the vacation of the drainage easement as recorded in the Travis County Records Doc # 2008087239.

Please feel free to contact me at 583-2600 with any questions or comments.

Sincerely,



Davood Salek, P.E.



02-23-2009





EASE

2008087239

7 PGS

DRAINAGE EASEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ORIGINAL
FILED FOR RECORD**

THAT, Hinman Development Company, a Limited Liability Company in the County of Travis, State of Texas, referred to as Grantors, whether one or more, whose mailing address is 6309 Sanderson Ave., Austin, Texas 78749, for and in consideration of the sum of TEN DOLLARS (\$0.00) and other good and valuable consideration, to Grantors in hand paid by Travis County, Texas, the receipt and sufficiency of which is acknowledged, have this day **GRANTED, SOLD AND CONVEYED**, and by these presents do hereby **GRANT, SELL AND CONVEY**, unto the Public, a Drainage Easement ("Easement") for the construction, operation, maintenance, replacement, upgrade, and repair of drainage channel and facility in, under, upon and across the following described land, together with any improvements and fixtures thereon, any and all rights and appurtenances pertaining to the Easement use; to-wit:


All that parcel of land, situated in Travis County, Texas, described in **EXHIBIT "A"** attached hereto and made a part hereof for all purposes, ("Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the Public, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of drainage channel and facility and making connections therewith.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto the said Public, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the matters set forth herein.

Executed on May 20, 2008.

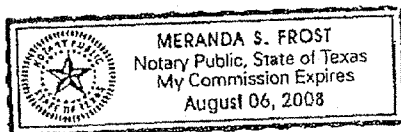
. Grantor:


Steven Paul Taylor, Operations Partner
Hinman Development Company, L.L.C.

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on May 20, 2008, by Steven Paul Taylor, Operations Partner of Hinman Development Company, a Limited Liability Company, on behalf of said corporation.



Meranda S. Frost
Notary Public, State of Texas

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

924 Main Street
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

May 12, 2008

LEGAL DESCRIPTION TRACT 1: BEING A 0.313 ACRE TRACT OF LAND LYING IN AND SITUATED OUT THE W.M. MAXEY SURVEY NO. 652, ABSTRACT NO. 578 AND THE J.E. MAXEY SURVEY NO. 519, ABSTRACT NO. 534, ALL IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 110.06 ACRE REMAINDER TRACT CONVEYED TO STEVEN PAUL TAYLOR BY DEED RECORDED IN VOLUME 8697, PAGE 385 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.313 ACRE TRACT BEING A TWENTY-FIVE (25) FOOT WIDE STRIP OF LAND FOR THE PURPOSE OF A DRAINAGE AND ACCESS EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point for the southeasterly corner hereof, being in the northerly line of that certain 9.557 acre tract of land conveyed to Hinman Development Company, LLC by deed recorded in Document No. 2008074792 of the Official Public Records of Travis County, Texas, from which said **POINT OF BEGINNING** a ½" iron rod set at the northeasterly corner of said 9.557 acre tract bears S 71°18'09" E a distance of 40.00 feet, S 79°08'42" E a distance of 235.32 feet and S 83°42'12" E a distance of 405.10 feet;

THENCE N 71°18'09" W a distance of 25.00 feet for the southerly line hereof to a point of curvature for the southwesterly corner hereof;

THENCE for the westerly line hereof the following three (3) calls:

- 1) With said curve, being a curve to the left, having a radius of 315.00 feet, an arc distance of 434.33 feet and whose chord bears N 20°48'12" W a distance of 400.74 feet to a point for an angle point hereof,
- 2) N 03°35'53" W a distance of 112.17 feet to a point for an angle point hereof,
- 3) N 38°09'32" E a distance of 2.64 feet to a point of curvature for the northwesterly corner hereof;

THENCE with said curve, being a curve to the right, having a radius of 60.00 feet, an arc distance of 29.33 feet and whose chord bears S 56°46'00" E a distance of 29.03 feet to a point for the northeasterly corner hereof;

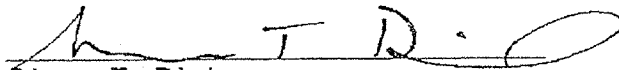
• Page 2

May 12, 2008

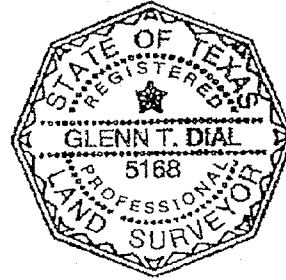
THENCE for the easterly line hereof the following two (2) calls:

- 1) S 03°35'53" E a distance of 83.58 feet to a point of curvature for an angle point hereof,
- 2) With said curve, being a curve to the right, having a radius of 340.00 feet, an arc distance of 455.13 feet and whose chord bears S 19°39'04" E a distance of 421.90 feet to the **POINT OF BEGINNING** and containing 0.313 acres of land, more or less.

Surveyed by:



Glenn T. Dial
Registered Professional Land Surveyor
Server\Counties\Travis\Subd\The Coves at Sky Ranch\Esm1.doc



**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

924 Main Street
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

May 12, 2008

LEGAL DESCRIPTION TRACT 2: BEING A 0.179 ACRE TRACT OF LAND LYING IN AND SITUATED OUT THE J.E. MAXEY SURVEY NO. 519, ABSTRACT NO. 534, ALL IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 110.06 ACRE REMAINDER TRACT CONVEYED TO STEVEN PAUL TAYLOR BY DEED RECORDED IN VOLUME 8697, PAGE 385 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.179 ACRE TRACT BEING A TWENTY-FIVE (25) FOOT WIDE STRIP OF LAND FOR THE PURPOSE OF A DRAINAGE EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point for the southwesterly corner hereof, from which said **POINT OF BEGINNING** a ½" iron rod set at the northeasterly corner of that certain 9.557 acre tract of land conveyed to Hinman Development Company, LLC by deed recorded in Document No. 2008074792 of the Official Public Records of Travis County, Texas, said 9.557 acre tract bears S 56°46'00" E a distance of 29.03 feet, S 03°35'53" E a distance of 83.58 feet, S 19°39'04" E a distance of 421.90 feet, S 71°18'09" E a distance of 40.00 feet, S 79°08'42" E a distance of 235.32 feet and S 83°42'12" E a distance of 405.10 feet;

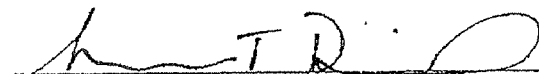
THENCE N 38°09'32" E a distance of 311.49 feet for the westerly line hereof to a point for the northwesterly corner hereof;

THENCE S 67°09'06" E a distance of 25.92 feet for the northerly line hereof to a point for the northeasterly corner hereof;

THENCE S 38°09'32" W a distance of 315.35 feet for the easterly line hereof to a point of curvature for the southeasterly line hereof;

THENCE with said curve, being a curve to the left, having a radius of 60.00 feet, an arc distance of 25.37 feet and whose chord bears N 58°39'26" W a distance of 25.18 feet to the **POINT OF BEGINNING** and containing 0.179 acres of land, more or less.

Surveyed by:

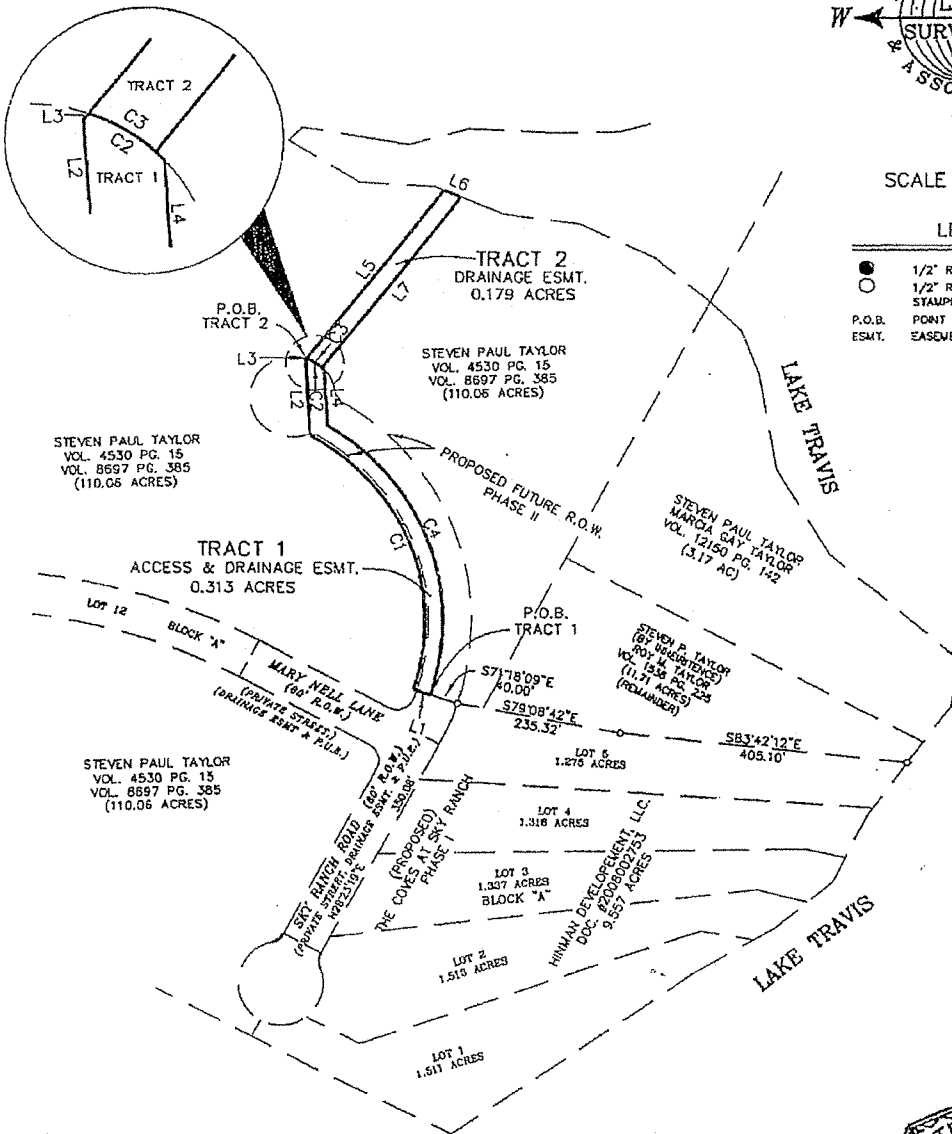


Glenn T. Dial
Registered Professional Land Surveyor
Server\Counties\Travis\Subd\The Coves at Sky Ranch\Esmt2.doc



EXHIBIT "A"

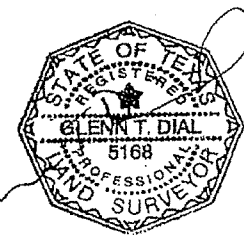
SKETCH TO ACCOMPANY METES AND BOUNDS ON TWO TRACTS OF LAND OUT OF THE W.M. MAXEY SURVEY NO. 652, ABSTRACT NO. 578 AND THE J.E. MAXEY SURVEY NO. 519, ABSTRACT NO. 534, SITUATED IN TRAVIS COUNTY, TEXAS.



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	315.00	434.33	259.67	400.74	N20°48'12"W	79°00'05"
C2	60.00	29.33	14.96	29.03	S56°46'00"E	28°00'15"
C3	60.00	25.37	12.86	25.18	N58°39'26"W	24°13'23"
C4	340.00	455.13	268.98	421.90	S19°39'04"E	76°41'49"

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00	N71°18'09"W
L2	112.17	N03°35'53"W
L3	2.64	N38°09'32"E
L4	83.58	S03°35'53"E
L5	311.49	N38°09'32"E
L6	25.92	S67°09'05"E
L7	315.35	S38°09'32"W

FILE: Server\Co\Travis\Subd\The Coves at Sky Ranch\Esmt.dwg



4-21-2008



JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
924 Main Street
Bastrop, Texas 78602
(512) 303-4185
fax (512) 321-2107

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner's engineer requests the vacation of two tracts, of 0.313 and 0.179 acres, which comprise the Drainage Easement as recorded at 2008087239 of the Official Public Records of Travis County, Texas, in order to return the property to its unencumbered state, so that the property owner can continue with a different lot configuration; and

WHEREAS, a Professional Engineer has stated, that since there is no longer any proposed open channel within the subject drainage easement and its alignment falls across several buildable areas of proposed lots, this drainage easement is no longer required; and

WHEREAS, a Travis County Engineer has stated that, there is no objection to the vacation of these two 0.313 and 0.179 acre parcels which comprise the whole Drainage Easement as recorded at 2008087239 of the Official Public Records of Travis County, Texas; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of these two 0.313 and 0.179 acre parcels which comprise the whole Drainage Easement as recorded at 2008087239 of the Official Public Records of Travis County, Texas; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on March 24, 2009, to consider the proposed action;

NOW, THEREFORE, the Commissioners Court of Travis County, Texas, orders that the Drainage Easement as recorded at 2008087239 of the Official Public Records of Travis County, Texas, is, in accordance with State Law, hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2009.

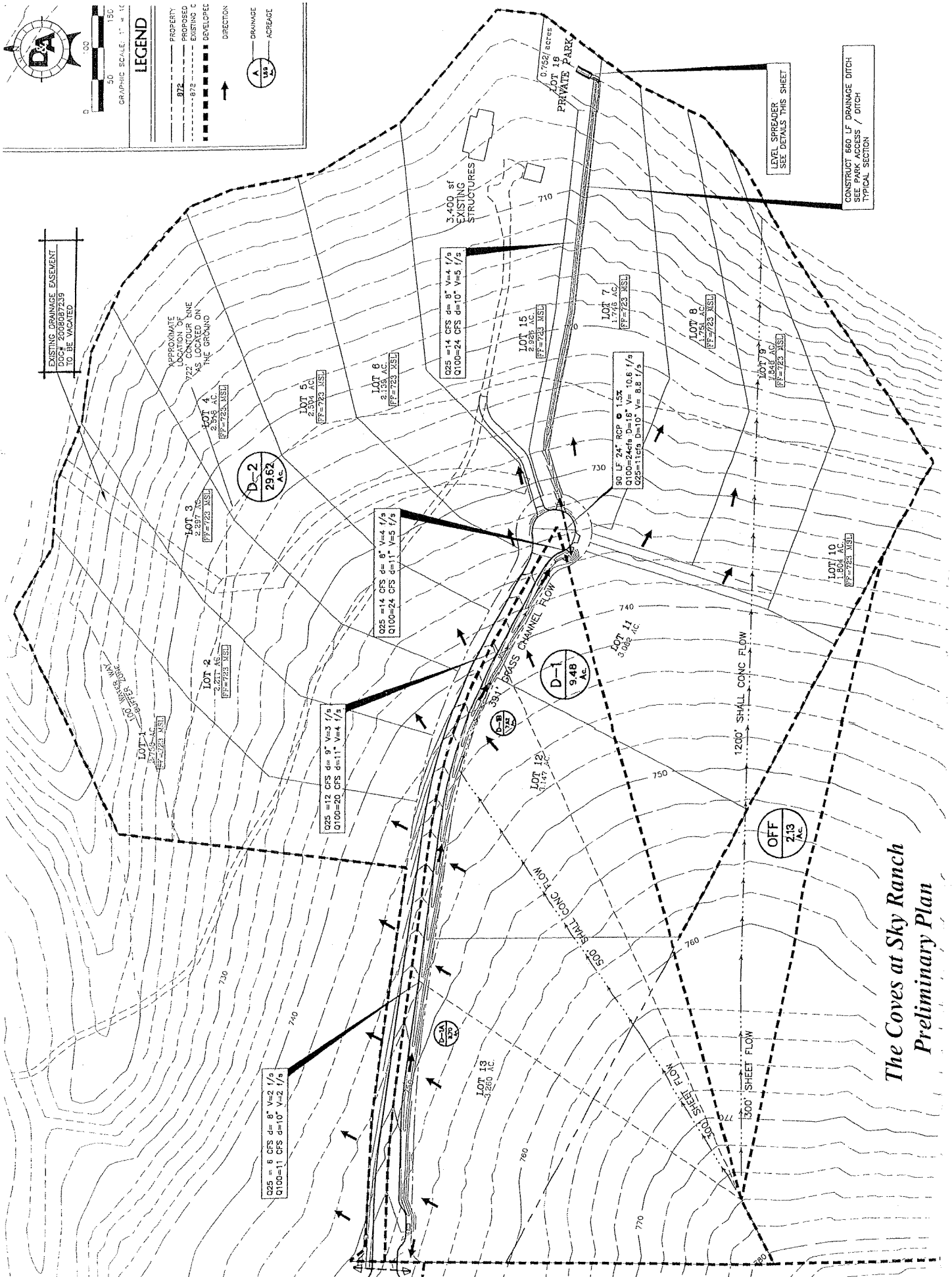
SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

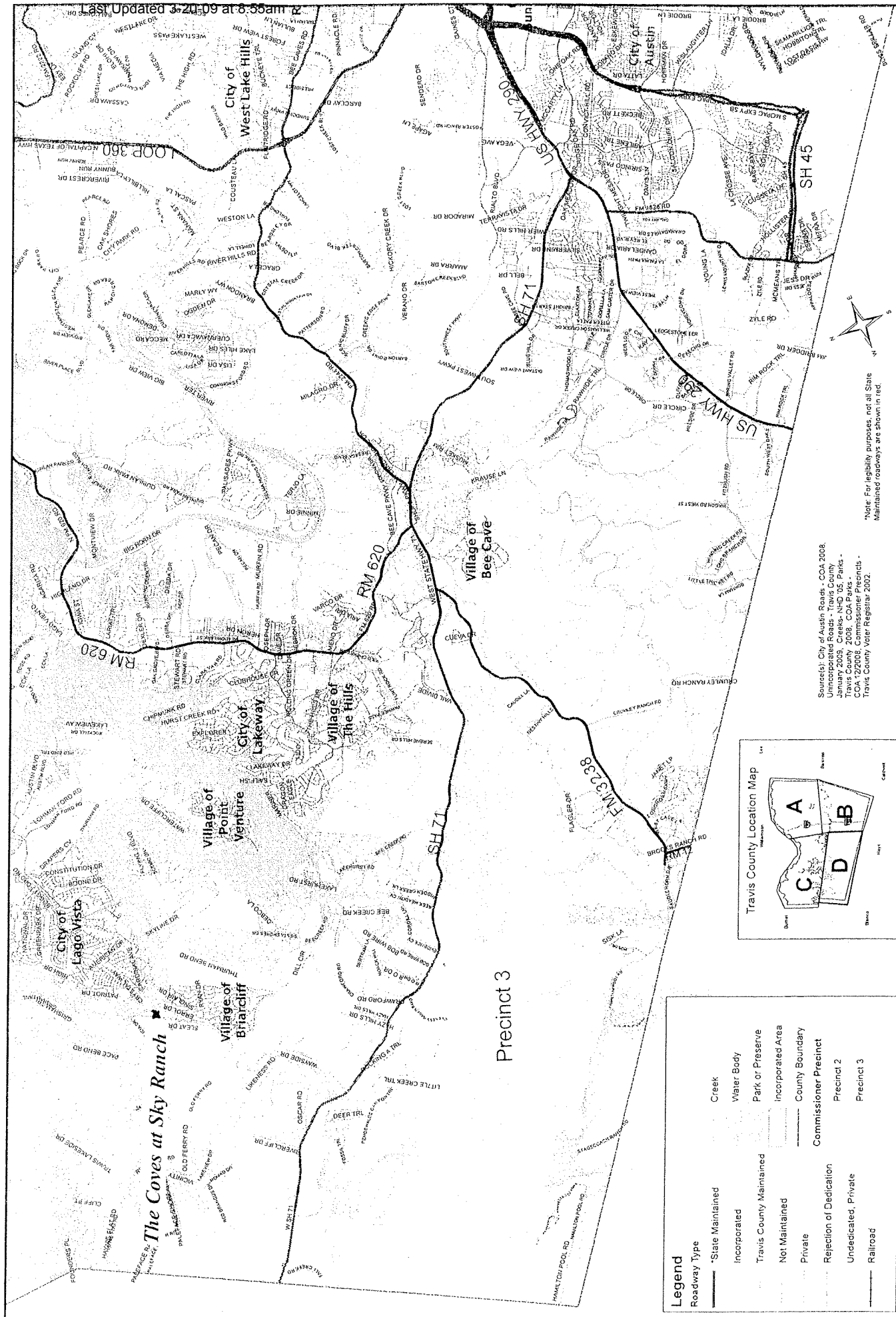
COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

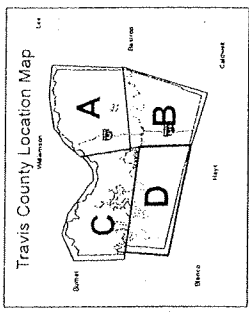


The Coves at Sky Ranch *Preliminary Plan*

Last Updated 3-20-09 at 8:55am z



Sources: City of Austin Roads - COA 2008
 Unincorporated Roads - Travis County
 January 2003, Creeks - NHD 05, Parks -
 NHD 04, Railroads - COA 2008, Railroads -
 COA 12/2008, Railroads -
 Travis County Voter Registrar 2002.



Legend	
Roadway Type	
	*State Maintained
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Rejection of Dedication
	Undedicated, Private
	Railroad
	Creek
	Water Body
	Park or Preserve
	Incorporated Area
	County Boundary
	Commissioner Precinct
	Precinct 2
	Precinct 3

Map Disclaimer: This map was created for the Travis County GIS Department. It is not intended to be used for any other purpose. The Travis County GIS Department is not responsible for any errors or omissions in this map. For more information, contact the Travis County GIS Coordinator at (512) 854-6383.

Travis County Roadways, Map D

Map Prepared by Travis County
 Dept. of Transportation & Natural
 Resources - Date 1/17/2009
 HDP/FAWH/COA/DA/LS/MS/MS



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street

Executive Office Building

P.O. Box 1748

Austin, Texas 78767

tel 512-854-9383

fax 512-854-4649

AFFIDAVIT OF POSTING

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

A Public Notice of Vacation of a Drainage Easement sign was posted on March 9, 2009, on the east side of FM 2322 approximately across from Las Entradas Drive, at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 9th DAY OF March, 2009.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08DE\02Lakewind\SignRequest.doc



NOTICE OF PUBLIC HEARING

ON MARCH 24, 2009, AT 9:00 AM
DRAINAGE EASEMENT VACATION

TO APPROVE THE VACATION OF A
DRAINAGE EASEMENT RECORDED
AT DOC 2008087239 AND LOCATED
IN A PROPOSED SUBDIVISION TO BE
NAMED THE COVES AT SKY RANCH,
A TRACT OF LAND IN PRECINCT 3

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

Travis County Commissioners Court Agenda Request

Meeting Date: March 17, 2009

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

B. Specific Agenda Wording:

RECEIVE STATUS REPORT REGARDING THE GOVERNOR'S REQUEST FOR A PRESIDENTIAL DISASTER DECLARATION DUE TO DROUGHT CONDITIONS

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Josie Zavala - Fwd: FW: Turn Down

From: Josie Zavala
To: Josie Zavala
Date: 3/17/2009 1:37 PM
Subject: Fwd: FW: Turn Down

>>> On 3/17/2009 at 1:28 PM, in message <49BFA58C.17A8.005D.1@co.travis.tx.us>, Sam Biscoe wrote:

>>> "Doebbler, Jack" <Jack.Doebbler@txdps.state.tx.us> 3/17/2009 9:59 AM >>>
Chief Colley advised this morning that Governor Perry's Disaster declaration request was turned down.

Jack Doebbler

Regional Liaison Officer

Governors Division of Emergency Management

Texas Department of Public Safety

District 6B

(512) 848-1080 mobile

We were notified this morning that the Governor's request to the President to declare 199 counties in Texas a disaster for wildfires has been turned down. FYI: Since January 1st Texas has expended \$14,053,166.00. We have responded to 4,870 wildfires, lost 459 homes and structures, but we have saved 7,317 homes and structures. We will continue to respond. We will appeal. Please notify your county judges and EMCs.

Jack Colley

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

4

Voting Session: March 24, 2009

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.
- C. Approved by: _____
Signature of Commissioner or Judge

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
_____ Additional funding for any department or for any purpose
_____ Transfer of existing funds within or between any line item
_____ Grant

Human Resources Department (854-9165)
_____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
_____ Contract, Agreement, Policy & Procedure

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

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

ORDER PROHIBITING OUTDOOR BURNING

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

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

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

- (1) Actions prohibited:
 - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.
- (2) Enforcement:
 - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
 - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
 - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.
- (3) This order does not apply to outdoor burning activities:
 - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or
 - (C) planting or harvesting of agriculture crops.

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

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

This order prohibiting outdoor burning shall expire on April 22, 2009 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 24th DAY OF MARCH 2009.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

6 ✓

BUDGET AMENDMENTS AND TRANSFERS**FY 2009**

09 MAR 17 PM 3:36

3/24/2009**AMENDMENTS**

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9891	Reserves	CAR Reserves		\$ 42,696	1
		001	4996	828	8061	TNR	Road & Highway Equip	\$ 42,696		
A2		506	9800	981	9892	Reserves	Fund 506 Allocated Reserves		\$ 382,562	5
	COR001	506	4931	808	8164	TNR	Purch Svc-Infrastructr Rds	\$ 382,562		
A3		506	9800	981	9892	Reserves	Fund 506 Allocated Reserves		\$ 6,158	5
	WPE008	506	4945	809	0701	TNR	Reg Salaries-Permnt Empl	\$ 2,415		
	WPS002	506	4945	809	0701	TNR	Reg Salaries-Permnt Empl	\$ 342		
	WPE008	506	4945	809	2002	TNR	FICA Tax - OASDI	\$ 150		
	WPS002	506	4945	809	2002	TNR	FICA Tax - OASDI	\$ 22		
	WPE008	506	4945	809	2005	TNR	Retirement Contribution	\$ 259		
	WPS002	506	4945	809	2005	TNR	Retirement Contribution	\$ 37		
	WPE008	506	4945	809	2006	TNR	Worker's Compensation	\$ 63		
	WPS002	506	4945	809	2006	TNR	Worker's Compensation	\$ 9		
	WPE008	506	4945	809	2007	TNR	FICA Tax - Medicare	\$ 36		
	WPS002	506	4945	809	2007	TNR	FICA Tax - Medicare	\$ 5		
	WPE008	506	4945	809	3014	TNR	Paint,Painting Eq & Supp	\$ 1,465		
	WPS002	506	4945	809	3014	TNR	Paint,Painting Eq & Supp	\$ 51		
	WPE008	506	4945	809	3062	TNR	Signs,Traffic Contr E & S	\$ 1,304		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	3501	571	0701	Cons.Pct. 5	Reg Salaries-Pemnt Empl		\$ 1,289	10
		001	5715	536	6103	Rec. Mngt	Rent - Office Equip	\$ 1,289		
T2		001	1230	523	3001	ITS	Office Equip,Furn & Supp		\$ 195	12
		001	1230	523	4107	ITS	Cell Phone Allowance	\$ 195		




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Director 

DATE: March 17, 2009

SUBJECT: TNR Budget Adjustments for Purchase of Mini-Excavator

TNR is requesting funds for the purchase of a mini-excavator for the International Cemetery. This excavator is needed due to the narrow passage ways between gravesites. Currently, TNR is renting an excavator and the purchase of such heavy equipment would be less costly over the life of the equipment. Please see the attached TNR memo for additional information. The budget amendment totals \$42,696 from the CAR Reserve. This reserve has sufficient resources for this budget adjustment and PBO concurs with this request.

cc: Joe Gieselman, TNR
Sheryl Holder, TNR
Carol Joseph, TNR
Leroy Nellis, PBO
Rodney Rhoades, PBO
Don Ward, TNR



TRANSPORTATION AND NATURAL RESOURCES

RECEIVED

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

09 MAR 10 PM 2:57

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

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

March 4, 2009

MEMORANDUM

TO: Rodney Rhodes, Executive Manager PBO

THROUGH: Joseph P. Gieselman, Executive Manager TNR

FROM: Richard Duane PE, Division Manager TNR

SUBJECT: Consider and Take Appropriate Action to transfer funding from Capital Acquisition Resources (CAR) Reserve account # 001-9800-981-9891 to TNR account #001-4996-828-8061 to purchase a mini-excavator for use at the County maintained and operated International Cemetery.

Summary and Staff Recommendations:

TNR Road & Bridge Division currently operates and maintains the International Cemetery at the intersection of Axel Lane and Wilcab Road. The cemetery is over 100 years old and has approximately 3 years capacity. Historically gravesites were strategically placed for efficiency in groupings of 12 – 10' x 6' plots and 4' – 5' pathways between groupings of plots. As the cemetery nears capacity, it becomes difficult to operate and maintain the facility due to very narrow operating restrictions.

TNR is requesting to utilize the funding to purchase a mini excavator that can operate more efficiently in the small aisles and not encroach on the existing gravesites, thus preserving the dignity of those interned in the cemetery.

Budgetary and Fiscal Impact:

The total cost of the equipment is \$42,696. The equipment will be purchased off the State Contract to ensure the best possible price. Funds are currently available in the CAR reserve fund and TNR is requesting that these funds be transferred to TNR to be used to purchase this equipment. Currently TNR is renting the mini excavator at a rate of \$1819.88 per month. With an anticipated life of 3 years remaining, the cost will be \$65,551.68. This means that the cost of renting will exceed the value of the excavator in approximately 26 months. Through purchase, the county will save approximately

\$13,000 over the life of the cemetery and after the cemetery has been filled, the equipment will have 7 years of remaining service life to be utilized on other projects. Further savings will be realized because the addition of the mini excavator to the fleet will mean that an older, larger and less efficient machine may be removed from the fleet, saving on maintenance cost and fuel consumption.

Background:

Travis County operates and maintains the International Cemetery and will continue to do so for the near future. There are approximately 285 vacant sites and with an average burial rate of approximately 100 per year, the expected life of the cemetery is approximately three (3) years.

Issues and Opportunities:

Future options for TNR would be to purchase additional land for expansion of the existing cemetery or review proposals of outside agencies to be responsible for the interment of indigent burials.

cc: Don Ward PE, R&B/Fleet Division Director
Mike Joyce, Fleet Manager
Cynthia McDonald, Financial Manager
Sheryl Holder, Financial Analyst

Budget Adjustment: 15287

Fyr _ Budget Type: 2009-Reg

Author: 49 - MCDONALD, CYNTHIA

Created: 3/12/2009 9:01:08 AM

PBO Category: Amendment

Court Date: Tuesday, Mar 24 2009


Dept: RESERVES

Just: Other

Trf from CAR Reserve to TNR for the purchase of a mini-excavator for use at the County maintained International Cemetary.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			42,696
				42,696
To Account		Project		Amount
001-4996-828-8061	ROAD & HIGHWAY EQUIPMENT			42,696
				42,696

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	3/12/2009 9:01:22 AM
DepOffice	49	CYNTHIA MCDONALD	3/12/2009 9:01:25 AM
DepOfficeTo	49	CYNTHIA MCDONALD	3/12/2009 9:01:27 AM

 AL: 3/17/09




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court

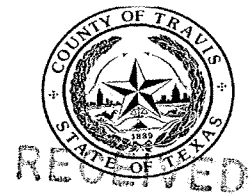
FROM: Jessica Rio, Assistant Budget Director 

DATE: March 17, 2009

SUBJECT: TNR Budget Adjustments in Fund 506

Each year during the budget process, PBO works with departments and makes recommendations related to the rebudgeting of capital projects. It appears that a few projects that were expected to be encumbered by the end of FY 08 were not committed and the associated funds were placed in the respective Allocated Reserves. PBO worked with TNR to submit to Court only those projects that were ready to be executed in the near future. One such budget adjustment was approved in Fund 433 in January. TNR is now requesting budget adjustments related to Fund 506 (2007 Certificates of Obligation). The department is requesting \$382,562 for approved substandard roads and \$6,158 for park projects. PBO recommends approval of these budget adjustments.

cc: Joe Gieselman (TNR)
Cynthia McDonald (TNR)
Leroy Nellis (PBO)
Rodney Rhoades (PBO)
Donna Williams-Jones (TNR)



09 MAR -5 AM 9:13

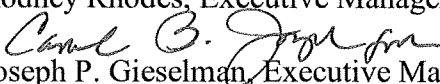
TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

March 4, 2009

MEMORANDUM

TO: Rodney Rhodes, Executive Manager, Planning and Budget Office
FROM: 
Joseph P. Gieselman, Executive Manager
SUBJECT: Approve Budget Transfer from CO Fund 506 Reserves for funds not Rolled from FY 2008 to FY 2009

Proposed Motion: Approve reserve budget transfers for TNR capital projects budgeted in fund 506 that did not roll to an expense line item from FY 2008 to FY 2009.

Summary and Staff Recommendation: TNR is requesting that the Commissioner's Court approve the reserve transfers listed in the March 2009 column on the attached sheet. These transfers are for project budgets that went into the CO fund 506 reserve account but are needed to complete active capital projects. These funds were originally expected to be encumbered prior to September 2008 and were not. They therefore went to the fund 506 reserve account. TNR is now requesting approval to transfer these monies from reserves so the projects may be completed.

Budgetary and Fiscal Impact: This will reduce the fund 506 reserve balance as indicated on the attached spreadsheet.

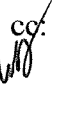
Required Authorizations: Planning and Budget Office.

Exhibits: Spreadsheet and supporting documentation for all transfers. A copy of each budget transfer entered on the automated budget adjustment system.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

DW:JPG:dw

Attachments

cc:  Steve Manilla, TNR
Jessica Rio, PBO
Diana Ramirez, PBO
Donna Williams-Jones, TNR

6

Travis County - TNR
Capital Projects - Reserve Account Transfers in Progress
 S:\09bud\CIP\Dec 2008 Reserve Account Transfers_Mar09.xls[Sheet1]

From Reserve Account	To Expense Account	Project Number	Amount Requested Jan 2009	Amount Requested Feb 2009	Amount Requested Mar 2009	Amount to be Requested at Later Date	Reserve Acct Balance	BAF #	Project Name	Comments
506-9800-981-9892	506-4931-808-8164	COR001	\$ -	\$ -	\$ 382,562	\$ -	\$ 622,907	14379	Substandard Roads	Panorama complete, awaiting County Crew Costs
506-9800-981-9892	506-4945-809-0701	WPS002	\$ -	\$ -	\$ 342	\$ -	\$ 622,907	15160	Loop 360 Boat Ramp	
506-9800-981-9892	506-4945-809-2002	WPS002	\$ -	\$ -	\$ 22	\$ -	\$ 622,907	15160	Loop 360 Boat Ramp	
506-9800-981-9892	506-4945-809-2005	WPS002	\$ -	\$ -	\$ 37	\$ -	\$ 622,907	15160	Loop 360 Boat Ramp	
506-9800-981-9892	506-4945-809-2006	WPS002	\$ -	\$ -	\$ 9	\$ -	\$ 622,907	15160	Loop 360 Boat Ramp	
506-9800-981-9892	506-4945-809-2007	WPS002	\$ -	\$ -	\$ 5	\$ -	\$ 622,907	15160	Loop 360 Boat Ramp	
506-9800-981-9892	506-4945-809-3014	WPS002	\$ -	\$ -	\$ 51	\$ -	\$ 622,907	15160	NE Metro Park	
506-9800-981-9892	506-4945-809-0701	WPE008	\$ -	\$ -	\$ 2,415	\$ -	\$ 622,907	15160	NE Metro Park	
506-9800-981-9892	506-4945-809-2002	WPE008	\$ -	\$ -	\$ 150	\$ -	\$ 622,907	15160	NE Metro Park	
506-9800-981-9892	506-4945-809-2005	WPE008	\$ -	\$ -	\$ 259	\$ -	\$ 622,907	15160	NE Metro Park	
506-9800-981-9892	506-4945-809-2006	WPE008	\$ -	\$ -	\$ 63	\$ -	\$ 622,907	15160	NE Metro Park	
506-9800-981-9892	506-4945-809-2007	WPE008	\$ -	\$ -	\$ 36	\$ -	\$ 622,907	15160	NE Metro Park	
506-9800-981-9892	506-4945-809-3014	WPE008	\$ -	\$ -	\$ 1,465	\$ -	\$ 622,907	15160	NE Metro Park	
506-9800-981-9892	050-6494-580-3062	WPE008	\$ -	\$ -	\$ 1,304	\$ -	\$ 622,907	15160	NE Metro Park	
510-9800-981-9892	510-4912-808-8105	XESC01	\$ -	\$ -	\$ -	\$ 318,370	\$ 587,901	14401	East Service Center	Awaiting info on final costs for detention ponds and flexbase, may need at a later date but do not know yet
433-9800-981-9892	433-4945-741-8120	WPE005	\$ 752	\$ -	\$ -	\$ -	\$ 14,125	14385	Moya Trail	Transfer complete
458-9800-981-9892	458-4945-809-8120	WPE009	\$ 23,303	\$ 49,594	\$ -	\$ -	\$ 82,688	14381 14789	SE Park Waterlines	Should have an earmark for \$80,000, the \$23,303 is for utility relocation by Bluebonnet Electric and \$49,594 is for a change order
099-4941-981-9892	099-4931-621-8164	N/A	\$ -	\$ -	\$ -	\$ 150,000	\$ 637,302	14382	Wells Branch Pkwy @ Summit Way Left Turn Lane	Project is high priority and should be done in FY09, working on PSA for design and expect an award by April 2009

Budget Adjustment: 14379

Fyr _ Budget Type: 2009-Bonds

Author: 49 - WILLIAMS-JONES, DONNA

Created: 12/29/2008 10:22:22 AM

PBO Category: Amendment

Court Date: Tuesday, Mar 24 2009

Dept: RESERVES

Just: Other

To provide budget for Substandard Road project for funds that went to reserves rather than roll to FY09 in expense line item

From Account	Acct Desc	Project	Proj Desc	Amount
506-9800-981-9892	ALLOCATED RESERVES			382,562
				382,562
To Account		Project		Amount
506-4931-808-8164	PURCH SVC-INFRASTRCTR RDS	COR001	CERT OF OBLIG ROAD PROJ	382,562
				382,562

Approvals	Dept	Approved By	Date Approved
Originator	49	DONNA WILLIAMS-JONES	12/29/2008 10:36:14 AM
DepOffice	49	CYNTHIA MCDONALD	12/30/2008 11:31:56 AM
DepOfficeTo	49	CYNTHIA MCDONALD	12/30/2008 11:31:58 AM
AudBonds	6	JOSE PALACIOS	12/30/2008 2:39:44 PM

 3/17/09

Budget Adjustment: 15160

Fyr _ Budget Type: 2009-Bonds

Author: 49 - WILLIAMS-JONES, DONNA

Created: 3/4/2009 9:51:05 AM

PBO Category: Amendment

Court Date: Tuesday, Mar 24 2009


Dept: RESERVES

Just: Other

To transfer budget from reserves for NE Park, 360 Boat Ramp and Substandard Road projects.
 These funds were expected to be encumbered by 9/30/08 but were not so they went to reserves.
 TNR is working with PBO to transfer funds from reserves as needed for these projects.

From Account	Acct Desc	Project	Proj Desc	Amount
506-9800-981-9892	ALLOCATED RESERVES			6,158
				6,158
To Account		Project		Amount
506-4945-809-0701	REG SALARIES-PERMNT EMPL	WPE008	Northeast Metro Park	2,415
506-4945-809-0701	REG SALARIES-PERMNT EMPL	WPS002	Loop 360	342
506-4945-809-2002	FICA TAX - OASDI	WPE008	Northeast Metro Park	150
506-4945-809-2002	FICA TAX - OASDI	WPS002	Loop 360	22
506-4945-809-2005	RETIREMENT CONTRIBUTION	WPE008	Northeast Metro Park	259
506-4945-809-2005	RETIREMENT CONTRIBUTION	WPS002	Loop 360	37
506-4945-809-2006	WORKER'S COMPENSATION	WPE008	Northeast Metro Park	63
506-4945-809-2006	WORKER'S COMPENSATION	WPS002	Loop 360	9
506-4945-809-2007	FICA TAX - MEDICARE	WPE008	Northeast Metro Park	36
506-4945-809-2007	FICA TAX - MEDICARE	WPS002	Loop 360	5
506-4945-809-3014	PAINT,PAINTING EQ & SUPP	WPE008	Northeast Metro Park	1,465
506-4945-809-3014	PAINT,PAINTING EQ & SUPP	WPS002	Loop 360	51
506-4945-809-3062	SIGNS,TRAFFIC CONTROL E&S	WPE008	Northeast Metro Park	1,304
				6,158

Approvals	Dept	Approved By	Date Approved
Originator	49	DONNA WILLIAMS-JONES	3/4/2009 9:51:49 AM
DepOffice	49	CYNTHIA MCDONALD	3/4/2009 11:57:41 AM
DepOfficeTo	49	CYNTHIA MCDONALD	3/4/2009 11:57:49 AM
AudBonds	6	SEAN O'NEAL	3/12/2009 3:02:20 PM


 JWC 3/17/09

Budget Adjustment: 15316

Fyr_Budget Type: 2009-Reg

Author: 35 - COPELAND, BETTY

Created: 3/13/2009 2:47:26 PM

PBO Category: Transfer

Court Date: Tuesday, Mar 31 2009

Dept: CONSTABLE 5

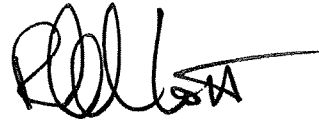
Just: InterDpXfr

Funds needed to cover extra cost for new copier

From Account	Acct Desc	Project	Proj Desc	Amount
001-3501-571-0701	REG SALARIES-PERMNT EMPL			1,289
				1,289
To Account		Project		Amount
001-5715-536-6103	RENT - OFFICE EQUIPMENT			1,289
				1,289

Approvals	Dept	Approved By	Date Approved
Originator	35	BETTY COPELAND	3/13/2009 2:48:04 PM
DepOffice	35	BETTY COPELAND	3/13/2009 2:48:07 PM
DepOfficeTo	57	THOMAS ASHBURN	3/16/2009 10:13:41 AM

PBO verifies salary savings available.


3/17/09

— Done 3/17/09

Last Updated 3-20-09 at 8:55am

From: Betty Copeland
To: Lott, Randy
Date: 3/12/2009 2:33 PM
Subject: Question

Hi Randy,

We have a problem, we are working with the District Clerk's office to get e-citation up and running. The problem is that we need a new copier that can scan, fax, staple and copy. Records Mgt pays \$152.00 per month for the copier we have now, the increased cost for the copier we need is \$214.83. Is it possible to transfer money from salary savings to pay for this increase? Records Mgt will be requesting this increased cost in their budget, but for now we would have to cover this increase which comes to \$1,288.96.

Thanks, Betty

Budget Adjustment: 15309

Fyr _ Budget Type: 2009-Reg

Author: 12 - MACIK, NICHOLAS

Created: 3/13/2009 1:31:48 PM

PBO Category:

Court Date: None

Dept: INFORMATION & TELECOMMUNI

Just: CommCodeRq

Cell Phone Allowance-Micky Davis

From Account	Acct Desc	Project	Proj Desc	Amount
001-1230-523-3001	OFFICE EQUIP,FURN, & SUPP			195
				195
To Account		Project		Amount
001-1230-523-4107	CELL PHONE ALLOWANCE			195
				195

Approvals

Dept

Approved By

Date Approved

Originator

12

NICHOLAS MACIK

3/13/2009 1:32:44 PM

3/13/09
ym

PBO concurs
RDL

3/17/09

 = AWRB/17/09

Last Updated 3-20-09 at 8:55am

Rev. 3-23-2007

RECEIVED
09 MAR 13 PM 1:44

**TRAVIS COUNTY MONTHLY CELLULAR ALLOWANCE
REQUEST FORM**

Pursuant to Travis County Code, Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular telephone allowances within my Office/Department.

[Signature]
Official/Department Head Signature and Date

3/13/09
effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cell phone monthly allowance is requested for: (A or C, Employee ID #, position title and slot number)	\$10/mo	\$20/mo	\$30/mo
<i>A, 127446, System Engineer III,</i>			<input checked="" type="checkbox"/>

Comments:

Reviewed by PBO

signature and date

Approved by Commissioner's Court

Date

Processed by Auditor's Office

signature and date

Return a copy to: Chuck Brotherton, Emergency & Wireless Communications Manager
Travis County Emergency Services
Phone 854-4895
Fax 854-4786
Email Charles.Brotherton@co.travis.tx.us

WCL
3/10/09

Allocated Reserve Status (001-9800-981-9892)

Last Updated 3-20-09 at 8:55am

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
(\$20,000)	TNR	12/12/08	Legal Costs
(\$226,436)	HHS	12/16/08	Health Public Interlocal with City of Austin
(\$19,593)	CSCD	2/10/09	After-hours Security Services
(\$1,328,530)	TNR	2/24/09	Vehicles Purchase
\$52,730	HHS	3/4/09	Fund new Social Worker in FY 10
(\$25,000)	County Attorney	3/10/09	Outside Counsel
\$4,895,448	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$100,000)	Indigent Attn Costs: County Court at Law #8
(\$300,000)	Indigent Attn Costs: Capital Murder Case Costs
(\$39,900)	Ad Space for November Polling Places
(\$158,125)	Resources for Fail Safe Voting
(\$20,000)	Hazmat
(\$16,000)	Hazmat Equipment Maintenance
(\$80,000)	Postage
(\$80,000)	Records Storage
(\$20,000)	Aviation Software
(\$300,000)	Fuel Price Increase
(\$63,500)	Cadaver Contract Increase
(\$50,000)	Appraisal District Fee
(\$100,000)	Family Drug Treatment Court
(\$347,110)	Utility Cost Increase
(\$15,000)	Copy Paper
(\$2,650)	Intergovernmental Relations support
(\$300,000)	Indigent Attn Costs: Capital Murder Cases
(\$184,778)	Drug Court
(\$29,302)	Bilingual Supplemental Pay
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases
(\$3,236,365)	Total Possible Future Expenses (Earmarks)

\$1,659,083 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

Last Updated 3-20-09 at 8:55am

Amount	Dept Transferred Into	Date	Explanation
\$2,865,553			Beginning Balance
\$67,125	Criminal Courts	10/27/08	Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08
\$4,620	ITS Centralized Comp.Serv	11/4/08	Budget Line Item Correction
(\$28,000)	Facilities	11/18/08	Rebudgeting correction HMS Courthouse HVAC Phase 4 Project
(\$500,000)	Sheriff	2/24/09	Software Purchase
(\$68,000)	Facilities	2/24/09	Repair Chiller at CJC/Gault Bldg.
\$2,341,298 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY09 Budget Process:

Amount	Explanation
(\$95,500)	Failing Vehicles Contingency
(\$30,000)	Aviation Software
(\$125,500) Total Possible Future Expenses (Earmarks)	

\$2,215,798 Remaining CAR Balance After Possible Future Expenditures

Compensation Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$5,980			Beginning Balance - Bilingual Pay
\$5,980 Current Reserve Balance			

Health & Human Services Reserve Status (001-9800-981-9817)

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
(\$215,000)	HHS	11/25/08	Workforce Development RFS
(\$22,270)	HHS	3/4/09	Fund new Social Worker in FY09
(\$52,730)	HHS	3/4/09	Fund new Social Worker in FY10
\$110,000 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

Amount	Dept Transferred Into	Date	Explanation
\$1,108,121			Beginning Balance
\$1,108,121 Current Reserve Balance			

Planning Reserve Status (001-9800-981-9821)

Amount	Dept Transferred Into	Date	Explanation
\$700,000			Beginning Balance
\$700,000 Current Reserve Balance			

Annualization Reserve Status (001-9800-981-9890)

Amount	Dept Transferred Into	Date	Explanation
\$2,347,947			Beginning Balance
\$2,347,947 Current Reserve Balance			

Unallocated Reserve Status (001-9800-981-9898)

Amount	Dept Transferred Into	Date	Explanation
\$41,384,029			Beginning Balance
\$41,384,029 Current Reserve Balance			

BEFIT Auditor Reserve Status (001-9800-982-9902)

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
(\$1,410)	Auditor	12/17/08	Training Expenses
(\$14,500)	Auditor	12/17/08	Furniture and Training
(\$5,970)	Auditor	1/12/09	Furniture and Printer
(\$4,968)	Auditor	1/12/09	Printer Maintenance & Supplies
(\$6,135)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$407)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$275)	Auditor	2/5/09	Equip/Supplies for Implementatin
(\$1,549)	Auditor	2/13/09	Supply Expense
(\$2,522)	Auditor	2/13/09	Supply & Printer Stand
(\$6,391)	Auditor	3/4/09	Printer and Shredder
(\$2,970)	Auditor	3/4/09	Software
(\$4,309)	Auditor	3/4/09	Printer & Shredder Main. & Supp.
\$570,257 Current Reserve Balance			

BEFIT HRMD Reserve Status (001-9800-982-9903)

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
\$82,420 Current Reserve Balance			

BEFIT ITS Reserve Status (001-9800-982-9904)

Amount	Dept Transferred Into	Date	Explanation
\$81,095			Beginning Balance
(\$63,124)	ITS	2/19/09	Security Analyst FTE
\$17,971 Current Reserve Balance			

BEFIT Purchasing Reserve Status (001-9800-982-9905)

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
(\$56,250)	Purchasing	2/5/09	BEFIT Consultant
(\$4,596)	Purchasing	2/26/09	Furniture Purchase
\$153,976 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY CLERK'S OFFICE
09 MAR 17 AM 11:53

7 ✓

Please consider the following item for:
03-24-09

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) New grant contract with the Emergency Food and Shelter Local Board for Health and Human Services to continue to provide emergency utility assistance to qualified Travis County residents.
- b) Grant contract amendment with the Texas Department of Family and Protective Services for additional reimbursement for the title IV-E Legal Administration program in the District Attorney's Office.

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

3/24/2009

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 #
Contracts								
a	58	2009 Phase 27 Emergency Food and Shelter Program	01/01/2009 - 12/31/2009	\$121,773			1	8
b	23	Title IV-E Legal Administration	9/1/2008 - 9/30/2009	\$1,739,164			1	15

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.

		Grant	County	Cm. Ct. Approval	
Dept	Name of Grant	Amount	Match	FTEs	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
58	2009 Phase 27 Emergency Food and Shelter	\$143,272			2/10/2009
45	Parent Project	\$31,110			2/24/2009
45	JABG (Local) Juvenile Assessment Center	\$87,047	\$9,672	1.5	2/24/2009
45	Safe and Drug Free Schools CBT Re-Entry	\$14,386			2/24/2009
45	JJDP Front End Therapeutic Services Program	\$35,000			3/3/2009
55	BJA Justice and Mental Health Collaboration Program	\$200,000	\$50,000	2	3/10/2009
45	FY 10 BJA Mental Health Court Collaboration-COPE (Collaborative Opportunities for Positive Change)	\$200,000	\$50,000	2	3/10/2009
		\$1,647,229	\$514,709	29.89	

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

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23	Intellectual Property Agreement for the Austin/Travis County Family Violence Protection Team	\$685,586			4	1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000				1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859				2/3/2009
37	2008 Byrne Justice Assistance Grant	\$70,002				2/10/2009
45	Justice and Mental Health Collaboration Program COPE	\$246,662	\$61,666		1	2/10/2009
45	JABG Juvenile Assessment Center	\$80,889	\$8,988		1.5	2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000	0.25	2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	\$725,014				2/17/2009
24	Drug Diversion Court	\$160,041			1	2/17/2009
22	Drug Court (State) Program	\$98,500			1	2/17/2009
49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$28,653				3/17/2009
45	Residential Substance Abuse Treatment	\$109,356	\$36,452		2	3/17/2009
		<u>\$6,249,020</u>	<u>\$1,207,153</u>	<u>\$124,000</u>	<u>31.25</u>	

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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
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$200,000			0.75	
						2/17/2009
22	Drug Court Program	\$65,665.96			1	
						2/17/2009

58 Oncor Weatherization \$32,259
Project Amendment
One

2/24/2009

37 SCATTF - Sheriff's \$66,077
Combined Auto Theft
Task Force

2/24/2009

Total Outstanding	\$ 596,442	\$ 142,560	9.75
--------------------------	------------	------------	------

* Original Grant Column shows Beginning FY'08 Amount

6

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
24	Drug Diversion Court	\$160,041			1		1/21/2009
22	Family Drug Treatment Court Program	\$84,419.75			1		1/21/2009
Total Outstanding		\$761,815.25	\$ -		6.00		

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: X	Status Report: <input type="checkbox"/>

Department/Division:	58/54
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	2009 Phase 27 Emergency Food and Shelter Program		
Grant Period:	From:	01/01/09	To: 12/31/09
Grantor:	Emergency Food and Shelter Local Board		

Check One:	New: <input type="checkbox"/>	Continuation: X	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: X	
Type of Payment:	Advance: X	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:	121,773					121,773
Capital Equipment:						0
Indirect Costs:						0
Total:	121,773	0	0	0	0	121,773
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: DB
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: MG

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
# of Households receiving utility assistance using the eight utility assistance programs available through HHSVS Family Support Services	15,000	773	NA for this period	NA for this period	NA for this period	15,000
Measures For Grant						

# of Households receiving utility assistance from the Emergency Food and Shelter Program Phase 27	648	NA for this period	NA for this period	NA for this period	NA for this period	648
Outcome Impact Description	Assist qualified Travis County households who are experiencing an economic emergency. The program assists these households by paying the highest one month amount still owed of the household's utility (electricity, gas, water or propane) bills.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

HHS is requesting Commissioners Court approval of a grant contract with the Emergency Food and Shelter Board (EFSP, formerly FEMA) for emergency utility assistance. The grant provides \$121,773 in resources for direct utility assistance for an estimated 648 clients. The County has received this grant for many years.

The grant does not require any county match or require the program to continue after termination of the grant. PBO recommends approval of the request.

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

As an existing program, these funds will continue to be used to provide emergency utility assistance to qualified Travis County residents. These grant funds are used to enhance a level of assistance to further the client's energy self-sufficiency.

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

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

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

No County match is required.

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

The application indicated agencies are strongly encouraged to use all of the requested funds for direct client services. The funds in this award for Phase 27 will be used only for direct services.

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

Yes

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

N/A

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

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



RECEIVED

09 MAR 10 PM 3:39

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

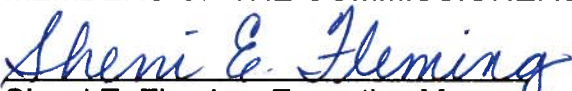
**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

Date: March 10, 2009

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2009 Phase 27 Emergency Food and Shelter Program Award

Proposed Motion: Consider and take appropriate action to approve the 2009 Emergency Food and Shelter Program Phase 27 Award

Summary and Staff Recommendation: Staff requests the acceptance and approval of the grant award in the amount of \$121,773 for the Phase 27 grant period. The Commissioners Court approved this grant application on February 10, 2009. This award amount equals to \$20,240 more than the County's award granted for Phase 26. The funds awarded to Travis County will be used to provide emergency utility assistance for low-income households who have an income at or below 200% of the current Federal Poverty Income Guidelines.

Budgetary and Fiscal Impact: These grant funds will be budgeted in the indigent utility assistance line item established for this fund. No matching funds are required. The current contract period is 01/01/08 through 12/31/08.

Issues and Opportunities: The department has participated in this program for a number of years. Within the Phase 26 program period, Travis County had assisted 613 households with their utility bills. Other agencies receiving funds for this program use their funding to provide food, shelter, rental assistance and serve meals for clients. Through coordinating efforts with these agencies with regard to their use of funding as

well as ours, duplication of services is prevented. Assistance is given in a more efficient and effective manner building a more cohesive emergency service structure.

We will use all the Emergency Food and Shelter Program funds for direct assistance to clients. These funds are used to supplement other Federal, State, County and local grant funds to enable the department to extend utility assistance to indigent individuals and families who seek aid from the department. Through grants and local funding programs, Travis County assisted 3,546 households this past calendar year with the restoration or continuation of vital utility services.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Budget Analyst, Planning and Budget Office
Susan Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, County Auditors
Cyd Grimes, CPM, Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Mary Etta Gerhardt, Assistant County Attorney
Andrea Colunga Bussey, Social Services Director, Family Support Services

www.efsp.unitedway.org

Emergency Food and Shelter Program
701 North Fairfax Street, Suite 310
Alexandria, VA 22314-2064
Phone 703-706-9660 Fax 703-706-9677

27-7824-00 002 E1

03/03/09

7824-00 Austin/Travis, Williamson Cos, TX

LRO 002

Andrea Colunga Bussey
Travis County Health and
Human Services
Post Office Box 1748
Austin, TX 78767-1748

LRO ID: 782400-002

RE: Account Status for Phase 27

LRO ID: 782400-002

The funds you are receiving are Federal funds as authorized under Public Law PL 110-329. The CFDA number for the Emergency Food and Shelter Program is 97.024.

For access to the EFSP web site, you need a password. If you have not already set one, your temporary password is your LRO ID without the hyphens, e.g. 123456789 for LRO ID# 1234-56-789. You will have to change this the first time you access the Local Board and LRO Information page of the web site.

As of today, our records indicate that your LRO has received the following awards(s) under this phase of the Emergency Food and Shelter National Board Program:

Award Amount	121,773.00
Award Adjustments	0.00
Award Total	<u>121,773.00</u>

Your LRO may begin charging expenses against this total as of 01/01/09. Funds must be expended prior to 12/31/09.

To date, your LRO has received the following payment(s):

First payment (EFT E222328)	60,886.50
Bank Account: ABA# 111000614 Acct# 1821886593	
Deposited: 03/06/09	
Payment Total	<u>60,886.50</u>

Monies still due your LRO: \$60,886.50

Sincerely,



Sharon M. Bailey
Vice President

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

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
------------	--	--	---

Department/Division:	District Attorney's Office
Contact Person:	Vicki Skinner
Title:	Director of Administration
Phone Number:	854-9522

Grant Title:	Title IV-E Legal Administration		
Grant Period:	From:	9/1/2008	To: 9/30/2009
Grantor:	Texas Department of Family and Protective Services		

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	1,353,848					1,353,848
Operating:	78,746					78,746
Capital Equipment:	0					0
Indirect Costs:	306,570					306,570
Total*:	1,739,164	0	0	0	0	1,739,164
FTEs:						0.00

*This is an estimate of the allowable costs that may be submitted for PARTIAL reimbursement. The maximum estimated reimbursement total is \$363,932. The Travis County Title IV-E caseload percentage factor in the reimbursement formula changes each quarter. Federal funds are apportioned to the State for disbursement.

Performance Measures		Actual	Actual	Actual	Proj.	Proj.
Applicable Departmental Measures		FY05	FY06	FY07	FY08	FY09
# petitions filed		394	413	320	300	300
# hearings held		2,852	2,985	3,207	3,055	3,100
# requests for discovery		*	47	98	88	100
Measures For Grant						
NA						

* new measure FY06

Auditor's Office Contract Approval: <input checked="" type="checkbox"/>	Staff Initials: __NS__
Auditor's Office Comments:	

PBO Recommendation

This is a contract amendment revising costs for Title IV-E reimbursement. PBO recommends approval of this contract amendment.

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

Travis County's contract with the Texas Department of Family and Protective Services allows Travis County to bill for some of the costs incurred by the District Attorney's Office in handling foster care cases. The Title IV-E program provides for partial reimbursement of certain legal costs associated with these judicial determinations.

Attached are the FY09 contract amendment and a revised budget for the salaries, fringe benefits, direct costs and indirect costs that may be submitted for partial reimbursement.

This revision includes (a) salary, fringe benefit and operating costs for a new Assistant District Attorney position that was added in October, 2008 (b) temporary Law Clerk funds, (c) the population ratio update and (d) Travis County's latest indirect cost percentage which had not been approved at the time of the original submission.

Reimbursement formula = (cost allocated salaries and fringe benefits + supplies + other direct costs + indirect costs) x Travis County's Title IV-E caseload percentage x .50

Training reimbursement formula = seminar registration costs + travel, meals and lodging costs x .75

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

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009. If Title IV-E funds were not available for partial reimbursement of expenses, the responsibility would still remain.

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

This request is for partial reimbursement of costs for an on-going program that was in operation before partial federal reimbursement was available. Travis County has received Title IV-E federal financial participation since FY 96.

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

Yes.

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.

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009.

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

N/A

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

This program allows Travis County to receive partial reimbursement for a mandated responsibility.

**TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE
FY 09-01 COST ALLOCATION PLAN NARRATIVE**

SALARIES

All employees included in the cost allocation plan are assigned full-time to the Civil Unit of the Family Justice Division. The workload of the Civil Unit consists entirely of Child and Protective Services (CPS) cases. The Civil Unit includes six Assistant District Attorneys, one Sr. Paralegal, two Paralegals, three Legal Secretaries, one Investigator two part-time Law Clerks and one temporary part-time Law Clerk. Because 100% of their work time is devoted to CPS cases, 100% of their Travis County salaries is included in the cost allocation plan.

FRINGE BENEFITS

Only those benefits normally paid or provided to all Travis County employees in the same job classifications are included in the plan. 100% of the fringe benefits associated with the employees listed above is included.

TRAVEL

The amount requested in Travel is for mileage charges incurred by Civil Unit staff while driving between the home office and the Texas Department of Family and Protective Services office where some Civil Unit employees work daily.

DIRECT MATERIAL AND SUPPLIES

The amount included for consumable office supplies is based on projected expenditures for FY09. The consumable office supplies included in the cost allocation plan are only used in the support of the Family Justice Division Civil Unit.

DIRECT OTHER COSTS

The total amount for other direct costs is based on the Civil Unit's projected expenditures for FY09. Included in this category are expenditures for court reporters, expert witnesses and their travel costs, interpreters, citation fees, investigative costs, transcripts and other operating expenses necessary for CPS case preparation and presentation.

TRAINING

The total training costs are based on two Civil Unit attorneys attending the annual Crimes Against Children Conference in Dallas.

INDIRECT COSTS

The Travis County Commissioners Court adopted an indirect cost plan prepared in accordance with OMB Circular A-87. A copy of the plan was submitted to Texas Department of Family and Protective Services in August 2002; however, Travis County's cognizant federal agency (Department of Health and Human Services) has not required submission of the plan for review and approval. The FY09 indirect rate for the District Attorney's Office is 21.44%. Travis County's indirect rate cost allocation plan is on file in the Auditor's Office and is available for review.

Tx. Dept. of Family and Protective Services	Amendment (with attachments) Purchased Child Protective Services Contract	February 2009
---	--	---------------

**Contractor Name: Travis County
Contract #: 23380187 Amendment Number: 09-01**

I. Background and Purpose of Amendment

The **Texas Department of Family and Protective Services** (DFPS or the Department) and **Travis County** (Contractor) entered into a contract effective September 1, 2008 (the "Contract") for the purpose of providing **Legal Services** with a payment type of **Cost Reimbursement**. The purpose of this Amendment (including the attachment specified below) is to increase the Contract budget for the current fiscal year, from September 1, 2008, through September 30, 2009, according to the document attached to this Amendment, by replacing the original budget forms with the attached revised budget forms, as well as to correct a reference to the applicable statutory authority.

II. Effect of Amendment on Contract

DFPS and Contractor, effective as of the date of this Amendment, agree and acknowledge:

- A. Unless modified herein, the terms and conditions of the Contract remain in full force and effect.
- B. On page 1 of the Contract, in Section I., entitled "Statement of Services to be Performed", subsection A., entitled "Statement of Need", the phrase "In accordance with the Government Code Section 40.0566" is hereby replaced with the phrase "In accordance with the Texas Human Resources Code Section 40.0566" to correct the reference to the applicable statutory provision.
- C. To hereby delete, effective immediately, the documents, entitled Budget for Title IV-E County Contracts (Form 2030IVE) and the Travis County District Attorney's Office FY09 Cost Allocation Plan Narrative, as attached and incorporated by reference as the original Exhibit "II" to the original Contract.
- D. To hereby attach and incorporate by reference as if fully set forth therein, effective immediately, as the amended and legally binding revised Exhibit "II" to the Contract: the documents, the revised entitled Budget for Title IV-E County Contracts (Form 2030IVE) Travis County District Attorney's Office FY09 Cost Allocation Plan Narrative, attached and incorporated by reference as if fully set forth herein to this Amendment.
- E. This amended approved budget for Contract # **23380187** is effective, **September 1, 2008 through September 30, 2009.**
- F. This Amendment is effective as of February 1, 2009.

By and through the below signatures of their respective duly authorized representatives, the DFPS and Contractor duly execute and agree to this Amendment.

**Texas Department of Family
and Protective Services**

Contractor: Travis County

Signature _____
Printed Name: Shelia Brown
Title: CPS Regional Director – Region 7

Signature _____
Printed Name: Samuel T. Biscoe
Title: County Judge

Date

Date

Budget for Title IV-E County Contract - Amendment Number 09-01

3

Summary		
County: Travis		
Contract No.: 23380187		
Contract Period: 9/1/2008 - 9/30/2009		
Cost Category	Amount	Total
A. Administration		
A.1. Direct Personnel Salaries	\$1,025,856.13	
A.2. Direct Personnel Fringe Benefits	\$327,991.53	
A.3. Direct Personnel Travel	\$1,200.00	
A.4. Direct Material & Supplies	\$5,000.00	
A.5. Direct Equipment (Rent/Lease/Purchase)	\$0.00	
A.6. Direct Other Costs	\$69,850.00	
Indirect Costs	\$306,570.06	
Total Administration		\$1,736,467.72
B. Training		
Total Training		\$2,696.18
C. Supplemental Foster Care Maintenance Costs		
Total Supplemental Foster Care Maintenance		\$0.00
Grand Total (Includes Administration, Training and Maintenance)		\$1,739,163.90

Contractor Certification

Signature & Date

Samuel T. Biscoe

Printed Name & Title

Travis County Judge

Budget for Title IV-E County Contract - Amendment Number 09-01

2

Administration					
A.1. Direct Personnel Salaries					
County: Travis					
Contract No.: 23380187					
Contract Period: 9/1/2008 - 9/30/2009					
Position or Title	A No. of Positions or Titles	B Avg. Monthly Salary per Position	C % of Time on IV-E Contract	D No. of Months of Service	E Total AxBxCxD
Assistant District Attorney VII	1	\$8,421.56	100%	13	\$109,480.28
Assistant District Attorney VI	4	\$7,587.28	100%	13	\$394,538.56
Assistant District Attorney IV	1	\$6,480.59	100%	13	\$84,247.67
Investigator II	1	\$6,786.60	100%	13	\$88,225.80
Senior Paralegal	1	\$4,636.71	100%	13	\$60,277.23
Paralegal	2	\$3,623.92	100%	13	\$94,221.92
Legal Secretary	3	\$3,257.09	100%	13	\$127,026.64
Law Clerk	2	\$1,823.44	100%	13	\$47,409.44
Law Clerk (temp)	1	\$1,571.43	100%	13	\$20,428.59
Total Direct Personnel Salaries					\$1,025,856.13

Budget for Title IV-E County Contract - Amendment Number 09-01

Administration	
A.2. Direct Personnel Fringe Benefits	
County: Travis	
Contract No.: 23380187	
Contract Period: 9/1/2008 - 9/30/2009	
Type of Fringe Benefits	Total
FICA - OASDI	\$64,994.37
Workers Compensation	\$3,092.02
Retirement	\$112,272.54
FICA - Medicare	\$15,200.30
TCLEOSE Certification Pay	\$1,950.00
County Longevity Pay	\$6,550.05
Health Insurance	\$122,655.00
Life Insurance	\$1,277.25
Total Direct Personnel Fringe Benefits	\$327,991.53

Budget for Title IV-E County Contract - Amendment Number 09-01

23

Administration	
A.3. Direct Personnel Travel	
County: Travis	
Contract No.: 23380187	
Contract Period: 9/1/2008 - 9/30/2009	
Type of Travel Expense	Total
Note: Only include Travel NOT related to Personnel Training	
Mileage	\$1,200.00
Total Direct Personnel Travel	\$1,200.00

Budget for Title IV-E County Contract - Amendment Number 09-01

Administration	
A.4. Direct Material and Supplies	
County: Travis	
Contract No.: 23380187	
Contract Period: 9/1/2008 - 9/30/2009	
Materials and Supplies (description and basis of cost)	Total
Office Supplies - consumable items	\$5,000.00
Total Direct Materials and Supplies	\$5,000.00

Budget for Title IV-E County Contract - Amendment Number 09-01

5

Administration		
A.5. Direct Equipment		
County: Travis		
Contract No.: 23380187		
Contract Period: 9/1/2008 - 9/30/2009		
Equipment (description and basis of cost)	Method Used (rent/lease/buy)	Total
none		\$0.00
Total Direct Equipment		\$0.00

Budget for Title IV-E County Contract - Amendment Number 09-01

26

Administration A.6. Direct Other	
County: Travis	
Contract No.: 23380187	
Contract Period: 9/1/2008 - 9/30/2009	
Other Costs (description and basis of cost)	Total
Court Reporter	\$275.00
Expert Witness	\$3,000.00
Witness Travel	\$5,000.00
Interpreter	\$20,000.00
Citations by Publication	\$28,000.00
Court Costs/Copy Costs	\$300.00
Transcripts	\$6,000.00
Professional Dues/Licenses	\$2,000.00
Notary Fees	\$75.00
Publications	\$4,000.00
Pager Service	\$200.00
Investigation Resouces	\$1,000.00
Total Direct Other Costs	\$69,850.00

County: Travis

Contract No.: 23380187**Contract Period: 9/1/2008 - 9/30/2009**[illegible]

Budget for Title IV-E County Contract - Amendment Number 09-01

C. Supplemental Foster Care Maintenance (N/A for County Legal Service Contracts)	
County:	
Contract No.	
Contract Period	
Foster Care Maintenance (IV-E eligible child specific costs)	Total
Allowances	
Clothing	
Day Care (limited)	
Gifts	
Graduation Expenses	
Personal Items	
School Supplies	
Reasonable Child Specific Travel	
Other	
Total Child Care	\$0.00

Note: Please refer to instructions.

8

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
OFFICE

Please consider the following item for:

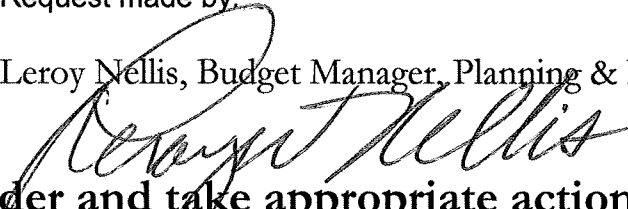
09 MAR 16 AM 10:41

Voting Session:

March 24, 2009

I. A. Request made by:

Leroy Nellis, Budget Manager, Planning & Budget (49106)



Consider and take appropriate action on reimbursement resolutions related to FY 09 Certificates of Obligation.

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

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

9

Travis County Commissioners Court Agenda Request

Voting Session March 24, 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 \$440,272.63, for the period of March 6, 2009 to March 12, 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: March 24, 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: March 6, 2009 to March 12, 2009

**REIMBURSEMENT REQUESTED
FOR THIS PERIOD:** \$440,272.63

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 \$440,272.63.

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
MARCH 6, 2009 TO MARCH 12, 2009**

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2. Chart of Weekly Reimbursements Compared to Budget
- Page 3. Paid Claims Compared to Budgeted Claims
- Page 4. Notification of amount of request from United Health Care (UHC).
- Page 5. Last page of the UHC Check Register for the Week.
- Page 6. List of payments deemed not reimbursable.
- Page 7. Journal Entry for the reimbursement.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

Last Updated 3-20-09 at 8:55am

DATE: March 24, 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: March 6, 2009
TO: March 12, 2009

REIMBURSEMENT REQUESTED: \$ 440,272.63

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,463,648.59
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 17, 2009	\$ (1,023,376.13)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 440,272.63
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 440,272.63

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


All claims over \$25,000 (1 this week totaling \$37,840.14) 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 (\$62,054.66) 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 \$87,868.30.

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.

 3-16-09
Linda Moore Smith, Director Date

 3-16-09
Dan Mansour, Risk Manager Date

 3/16/09
Cindy Purinton, Benefit Contract Administrator Date

 3/16/09
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 3-20-09 at 8:55am

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: 2009-03-13

REQUEST AMOUNT: \$1,463,648.59

CUSTOMER ID: 00000701254

CONTRACT NUMBER: 00701254 00709445

BANK ACCOUNT NUMBER: 0475012038

ABA NUMBER: 021000021

FUNDING

ADVICE FREQUENCY: DAILY

FREQUENCY: FRIDAY

INITIATOR: CUST

METHOD: ACH

BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-03-12	\$514,672.25
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,424,045.75
+ CURRENT DAY NET CHARGE:	\$39,602.84
+ FUNDING ADJUSTMENTS:	\$00.00

REQUEST AMOUNT: \$1,463,648.59

ACTIVITY FOR WORK DAY: 2009-03-06

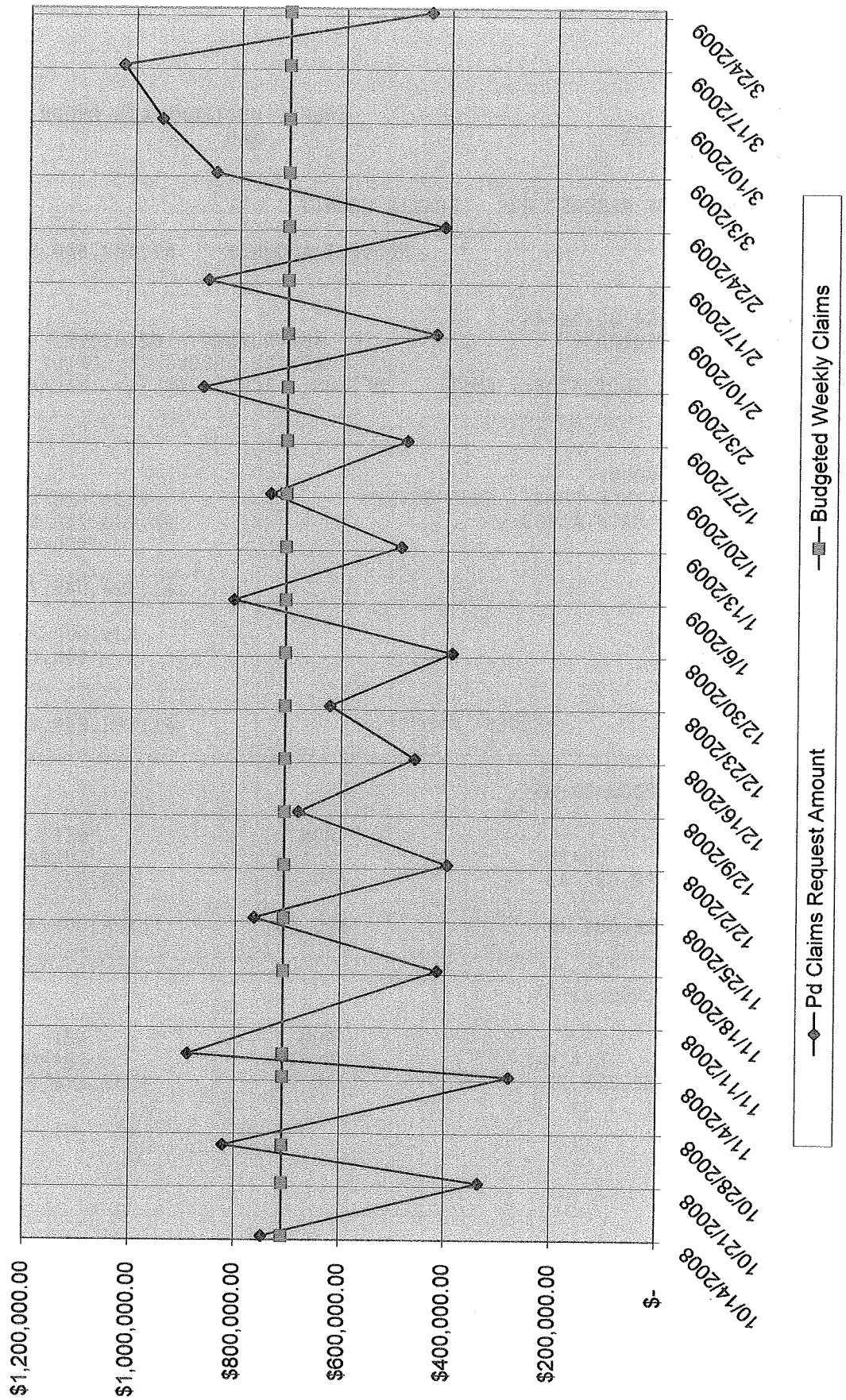
CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$28,092.43	\$00.00	\$28,092.43
TOTAL:	\$28,092.43	\$00.00	\$28,092.43

ACTIVITY FOR WORK DAY: 2009-03-09

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$132,318.71	\$00.00	\$132,318.71

Page: 1 of 2

**TRAVIS COUNTY BENEFIT PLAN
FY09 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$708,314.75**



TRAVIS COUNTY EMPLOYEE BENEFIT PLAN
FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Last Updated 3-20-09 at 8:56am

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	\$ 29333.31
12/19/08-12/25/08	1/6/2009	\$ 806,849.20	\$ 708,314.75	1	\$ 79,550.00
12/26/08-01/01/09	1/13/2009	\$ 489,510.01	\$ 708,314.75	3	\$ 231,596.70
01/02/09-01/08/09	1/20/2009	\$ 738,207.12	\$ 708,314.75	0	\$ -
01/09/09-01/15/09	1/27/2009	\$ 479,061.40	\$ 708,314.75	1	\$ 52,000.00
01/16/09-01/22/09	2/3/2009	\$ 868,256.76	\$ 708,314.75	2	\$ 122,268.15
01/23/09-01/29/09	2/10/2009	\$ 425,948.22	\$ 708,314.75	1	\$ 27,799.00
01/30/09-02/5/09	2/17/2009	\$ 859,996.86	\$ 708,314.75	1	\$ 44,068.88
02/6/09-02/12/09	2/24/2009	\$ 411,769.22	\$ 708,314.75	2	\$ 135,874.72
2/13/09-2/19/09	3/3/2009	\$ 846,738.71	\$ 708,314.75	2	\$ 100,933.50
2/20/09-2/26/09	3/10/2009	\$ 949,895.88	\$ 708,314.75	4	\$ 466,149.26
2/27/09-3/5/09	3/17/2009	\$ 1,023,376.00	\$ 708,314.75	4	\$ 379,043.29
3/6/09-3/12/09	3/24/2009	\$ 440,272.63	\$ 708,314.75	1	\$ 37,840.14

Paid and Budgeted Claims - to date	\$ 15,148,525.42	\$ 16,999,554.00
Amount Under Budget		\$ (1,851,028.58)

Not predictive of impact on reserve,
intended to show relationship of weekly
budget to weekly claims cost.

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_03_12

CONTR_NBR	PIN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	0.28 UW		69404671 AH		6	3/4/2009	20	3/12/2009	3/12/2009
701254	632	-0.35	28	1782518 AA		1	3/4/2009	50	3/9/2009	3/12/2009
701254	632	-0.7	28	1782898 AH		1	3/4/2009	50	3/9/2009	3/12/2009
701254	632	-3.56 Q6		8597241 AH		5	3/4/2009	50	3/10/2009	3/12/2009
701254	632	-5.59	28	1785314 AA		1	3/4/2009	50	3/9/2009	3/12/2009
701254	632	-11.66	28	1786070 AA		1	3/4/2009	50	3/9/2009	3/12/2009
701254	632	-26.94 Q6		1580464 AA		9	8/4/2008	50	3/10/2009	3/12/2009
701254	632	-41.88	28	1787307 AH		1	3/4/2009	50	3/9/2009	3/12/2009
701254	632	-47.4 NN		SSN000000 AL		0	3/3/2009	600	3/9/2009	3/12/2009
701254	632	-63 NN		SSN000000 AL		0	3/3/2009	600	3/9/2009	3/12/2009
701254	632	-135.1 NN		SSN000000 AL		0	3/6/2009	600	3/12/2009	3/12/2009
701254	632	-172.25 NN		SSN000000 AL		0	3/9/2009	600	3/13/2009	3/12/2009
701254	632	-240 NN		SSN000000 AL		0	3/9/2009	600	3/13/2009	3/12/2009
701254	632	-263.78 NN		SSN000000 AL		0	3/9/2009	600	3/13/2009	3/12/2009
701254	632	-427.5 NN		SSN000000 AL		0	3/3/2009	600	3/9/2009	3/12/2009
701254	632	-605.31 NN		SSN000000 AL		0	3/3/2009	600	3/9/2009	3/12/2009
701254	632	-783.23 NN		SSN000000 AL		0	3/6/2009	600	3/12/2009	3/12/2009
701254	632	-4294.29 NN		SSN000000 AL		0	3/3/2009	600	3/9/2009	3/12/2009
701254	632	-80745.76 NN		SSN000000 AL		0	3/4/2009	600	3/10/2009	3/12/2009

440,272.63

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

For the payment week ending: 03/12/2009

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

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 3/12/2009

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	-9,729.87
RR	526-1145-522.45-29	3,702.71
Total CEPO		(\$6,027.16)
EPO		
EE	526-1145-522.45-20	140,598.25
RR	526-1145-522.45-21	6,658.68
Total EPO		\$147,256.93
PPO		
EE	526-1145-522.45-25	274,240.65
RR	526-1145-522.45-26	24,802.21
Total PPO		\$299,042.86
Grand Total		\$440,272.63

Travis County Commissioners Court Agenda Request

Voting Session 03/24/09
(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, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203


March 24, 2009

ITEM # :

DATE: March 13, 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 – 7.

FY 09 Temporary Slot Extensions

Approval requested to **extend** temporary slots - temporary employees (less than 6 months), end dates, and employee status codes from April 1, 2009 through September 30, 2009. HRMD has reviewed appropriate documentation; PBO has confirmed FY 09 funding.

FY 09 Temporary Slot Conversions

Approval requested to **convert** temporary slots - temporary employees (less than 6 months) to **Project Workers** (more than 6 months, includes Retirement Benefits), end dates, and employee status codes September 30, 2009. HRMD has reviewed appropriate documentation; PBO has confirmed FY 09 funding.

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

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE**NEW HIRES**

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Criminal Courts	179	Judicial Aide Spec	16 / Level 2 / \$38,292.80	16 / Level 2 / \$38,292.80
District Atty	165	Attorney VI	28 / Level 1 / \$83,824.00	28 / Level 1 / \$83,824.00
District Atty	245	Attorney V**	27 / Level 2 / \$80,620.80	27 / Level 2 / \$80,620.80
District Clerk	56	Court Clerk I	13 / Level 6 / \$34,819.20	13 / Level 6 / \$34,819.20
Juvenile Court	148	Counselor Sr	16 / Level 4 / \$40,456.00	16 / Level 4 / \$40,456.00
Juvenile Court	479	Juvenile Res Trt Ofcr I**	12 / Level 4 / \$30,888.00	12 / Level 4 / \$30,888.00
Sheriff	28	RN Charge Nurse	21 / Level 2 / \$53,705.60	21 / Level 2 / \$53,705.60
Sheriff	1768	Security Coord	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
Sheriff	1770	Security Coord	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
TNR	557	Park Maint Worker	7 / \$25,584.00	7 / \$25,584.00

* Temporary to Regular

** Actual vs Authorized

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Atty	20003	Office Asst	8 / \$10.10	8 / \$10.10	02
HRMD	20034	Physician I Temp	98 / \$100.00	98 / \$100.00	02
Juvenile Court	50115	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
Juvenile Court	50117	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
Juvenile Court	50137	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
Juvenile Court	50140	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
Juvenile Court	50143	Juvenile Detention Ofcr Asst	11 / \$12.39	11 / \$12.39	05
TNR	50092	Office Asst	8 / \$10.41	8 / \$10.41	05

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

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
HRMD	Slot 20033 / Human Resources Assistant Sr / PG 16 / \$17.37	HRMD	Slot 20033 / Human Resources Assistant Sr / PG 16 / \$18.41	Hourly rate change.
TCCES	Slot 50064 / Office Specialist / PG 10 / \$11.58	TCCES	Slot 50021 / Counselor / PG 15 / \$16.23	Promotion.

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	529	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	965	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1409	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1563	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1680	Telecomm 9-1-1 Spec* / Grd 14	Telecomm 9-1-1 Spec Sr / Grd 15	\$35,316.03	\$39,832.00	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 26 / Attorney VI / Grd 28 / \$88,500.88	District Atty	Slot 178 / Attorney VI / Grd 28 / \$88,500.88	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 165 / Attorney VI / Grd 28 / \$88,500.90	District Atty	Slot 176 / Attorney VI / Grd 28 / \$88,500.90	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 229 / Attorney VI / Grd 28 / \$88,489.00	District Atty	Slot 261 / Attorney VI / Grd 28 / \$88,489.00	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
JP Pct 3	Slot 2 / Office Manager Sr / Grd 21 / \$57,247.83	JP Pct 3	Slot 2 / Office Manager Sr / Grd 21 / \$63,334.75	Salary adjustment. Pay is at midpoint of pay grade.
Juvenile Court	Slot 32 / Juvenile Shift Supv / Grd 19 / \$55,618.13	Juvenile Court	Slot 604 / Accreditation & Comp Ofcr / Grd 19 / \$55,618.13	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 191 / Juvenile Probation Ofcr III / Grd 16 / \$40,116.15	Juvenile Court	Slot 230 / Juvenile Probation Ofcr III / Grd 16 / \$40,116.15	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 230 / Juvenile Probation Ofcr III / Grd 16 / \$46,505.93	Juvenile Court	Slot 191 / Juvenile Probation Ofcr III / Grd 16 / \$46,505.93	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 371 / Juvenile Probation Ofcr II* / Grd 15 / \$35,339.20	Juvenile Court	Slot 228 / Juvenile Probation Ofcr II / Grd 15 / \$35,339.20	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Juvenile Court	Slot 392 / Juvenile Probation Ofcr III / Grd 16 / \$39,132.01	Juvenile Court	Slot 371 / Juvenile Probation Ofcr III / Grd 16 / \$39,132.01	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 536 / Juvenile Probation Ofcr III / Grd 16 / \$39,915.23	Juvenile Court	Slot 62 / Juvenile Probation Ofcr II / Grd 15 / \$37,919.47	Voluntary job change. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 543 / Juvenile Probation Ofcr III / Grd 16 / \$40,143.40	Juvenile Court	Slot 572 / Juvenile Probation Ofcr III / Grd 16 / \$40,143.40	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 572 / Juvenile Probation Ofcr III / Grd 16 / \$37,808.66	Juvenile Court	Slot 543 / Juvenile Probation Ofcr III / Grd 16 / \$37,808.66	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 4 / Captain Law Enforcement / Grd 28 / \$112,899.59	Sheriff	Slot 3 / Major / Grd 30 / \$118,544.56	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 83 / Sergeant Corrections / Grd 88 / \$83,681.10	Sheriff	Slot 1777 / Sergeant Certified Peace Ofcr / Grd 88 / \$83,681.10	POPS lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Sheriff	Slot 228 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	Sheriff	Slot 259 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 259 / Corrections Officer Sr* / Grd 83 / \$46,475.10	Sheriff	Slot 228 / Corrections Officer Sr* / Grd 83 / \$46,475.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 497 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	Sheriff	Slot 1778 / Sergeant Corrections / Grd 88 / \$83,681.10	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 912 / Cert Peace Officer Sr / Grd 84 / \$60,498.05	Sheriff	Slot 83 / Sergeant Corrections / Grd 88 / \$80,118.06	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 1196 / Office Specialist Sr / Grd 12 / \$36,058.82	Sheriff	Slot 728 / Office Specialist Sr / Grd 12 / \$36,058.82	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1631 / Security Coord / Grd 12 / \$31,814.64	Sheriff	Slot 1414 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
TNR	Slot 417 / GIS Analyst / Grd 18 / \$50,260.70	TNR	Slot 377 / GIS Coord / Grd 19 / \$52,773.73	Promotion. Pay is between min and midpoint of pay grade.
TNR	Slot 590 / Park Maint Worker / Grd 7 / \$28,487.06	TNR	Slot 506 / Park Maint Worker Sr / Grd 10 / \$32,572.80	Promotion. Pay is between midpoint and max of pay grade.
* Actual vs Authorized				

FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS EFFECTIVE APRIL 1, 2009 THROUGH SEPTEMBER 30, 2009

Dept.	Slot	Actual Position Title	EE Status Code
HRMD	20029	Office Asst	02
Fac Mgmt	20025, 20029	Groundskeeper	02
Probate Court	20020, 20019	Law Clerk I	02

FY 09 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05" - STATUS THROUGH SEPTEMBER 30, 2009			
Dept.	Slot	Actual Position Title	EE Status Code
Fac Mgmt	50076, 50077, 50078, 50079	Building Ops Worker	05

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

//

Voting Session: MARCH 24, 2009

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE ON AN INTERNSHIP AGREEMENT BETWEEN ST. EDWARD'S UNIVERSITY AND TRAVIS COUNTY.
- C. Approved by: _____
Signature of Commissioner or Judge

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
_____ Additional funding for any department or for any purpose
_____ Transfer of existing funds within or between any line item
_____ Grant

Human Resources Department (854-9165)
_____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
_____ Contract, Agreement, Policy & Procedure

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



**TRAVIS COUNTY
OFFICE OF THE MEDICAL EXAMINER**

**1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044**

DAVID DOLINAK, MD
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

DATE: March 12, 2009

TO: Travis County Commissioners' Court

THROUGH: Danny Hobby, Executive Manager, Emergency Services *[Signature]*

FROM: David Dolinak, MD, Chief Medical Examiner *[Signature]* (DOLINAK)

RE: Internship Agreement with the St. Edward's University

Proposed Motion

Consider and take appropriate action regarding the Travis County Medical Examiner's Office on the Internship Agreement between the St. Edward's University and Travis County.

Summary/Background

In the past, the Travis County Medical Examiner's Office (TCMEO) allowed volunteers to work in the office. This experience allowed those wanting experience in forensic science to learn more about the field, and provided the office with a volunteer staff that was trained in performing certain aspects of the operations. The volunteer program was discontinued in 2006 due to liability concerns. However, the TCMEO is approached on a regular basis by academic institutions to allow interns the opportunity to participate in a forensic science internship. An internship program is preferable to a volunteer program in that interns have liability coverage through their academic institution, learning takes place through a structured academic program, objectives of the internship program are clearly defined, and collaboration exists between the academic institution and TCMEO.

Last year, the Court approved a form agreement to be used between Travis County and academic institutions that would like to place interns in our office. The intern would be under the direct supervision of our Chief Investigator, Robin Dwyer. The contract is based on the language approved by the Court. We expect other forensic science interns to be placed in our office on a semester basis. The attached agreement has already been signed a St. Edward's University representative.

INTERNSHIP AGREEMENT

This Internship Agreement is made by the following parties:

Travis County, Texas, through its Medical Examiner's Office ("County") and St. Edward's University ("Sponsoring School").

Recitals

Sponsoring School conducts educational programs related to the activities and services performed in the County's Medical Examiner's Office. Sponsoring School seeks relevant educational experience through practical application of theoretical classroom in an intellectual environment outside Sponsoring School for their students (collectively, "Students") for which it provides Students with academic credit.

County wants to provide the experience described in the addendum to this agreement prepared for each student in compliance with section 2.

Agreement

The parties agree as follows:

1. **Administrative, Educational and Supervisory Responsibility.** County designates the Chief Medical Examiner and his staff, including the Chief Administrative Officer as the On-Site Faculty or Supervisor who will assume administrative, educational, and supervisory responsibility for the Students during their internship at the County. The Chief Medical Examiner and his staff who are supervising Students, remain legally responsible for the care of the County's decedents. Students are subject to the exclusive supervision of County's On Site Faculty with regard to any services provided under this agreement including the investigation of deaths and execution of autopsies. Students will provide services only in accordance with County's policies and procedures. At the end of the Internship, the Supervisor shall provide the Instructor with a written evaluation of the services provided and completion of the objectives of the Intern.
2. **Period of Assignment/ Educational Goals, Objectives and Evaluation Processes.** Before a Student may begin an internship,
 - a. the Student must provide a resume of relevant experience and education, and the Sponsoring School must provide verification of registration for the duration of the Internship,
 - b. the Student must authorize County to perform a criminal background check and to decline to approve any student based on receipt of unacceptable information from that criminal history,
 - c. the Student and the Sponsoring School must complete and execute the attached form that specifically indicates agreement about at least the following:
 - i. the duration of the internship,
 - ii. the educational goals and the objectives to be attained by each Student during the internship at County, and

- iii. the processes for evaluating the Student's attainment of these goals and objectives.
 - d. The Student must complete an interview with the Chief Medical Examiner or his designated staff representative and receive his approval to become an Intern, and
 - e. The Chief Medical Examiner must agree to the goals and objectives and approve the Student for participation in the Internship program.
3. **Intern's Student and Employment Status.** Students shall remain registered students and, if applicable, employees of Sponsoring School during their internship at County, and as such, Sponsoring School shall continue to provide the Student's salary, insurance and benefits, including workers' compensation coverage. Students receive no compensation from County during the internship. Sponsoring School shall notify County in writing within 2 business days if any Intern withdraws from the Sponsoring School or from the course through which the internship experience is being offered and the Internship is terminated effective immediately.
4. **Governing Policies and Procedures.** Students shall continue to adhere to the policies and procedures of Sponsoring School while on internship at County, except as follows:
- a) In relation to services provided, to the extent Sponsoring School's policies and procedures conflict with County's policies, procedures and rules, the County's policies, procedures and rules govern.
 - b) Students are subject to the terms of County's alcohol and drug policy.
 - c) County may, at any time, require the withdrawal of a Student whose work or conduct, in County's sole opinion, is unsatisfactory or may have a detrimental effect on County's decedents or other personnel.
5. **Student Documentation.** Sponsoring. Sponsoring School shall notify County if any Student withdraws from Sponsoring School or becomes inactive as a Student at any time during the internship and the Internship automatically ends at that time.
6. **Term and Termination.** This Agreement has an initial term of one year and automatically renews for additional periods of one year at the end of each term unless previously terminated by either party. Any party may terminate this Agreement at any time, with or without cause, upon thirty days prior written notice to the other party. Any Intern at the time of the termination of this Agreement shall be allowed to complete his/her internship at the County, except under those conditions noted in Section 4(c).
7. **Independent Relationship.** This Agreement is not intended to create, nor may it be deemed or construed to create, any relationship among or between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Agents or employees of any party shall not be deemed the employee or agent of another party.
8. **Indemnification.** Sponsoring School shall indemnify County for claims and liabilities arising from the acts or omissions of its Students, agents, and employees. Sponsoring School shall hold County harmless from liability resulting from the Sponsoring School's acts or omissions and the Students' acts or omissions. Sponsoring School releases, waives, discharges and covenants not to sue Travis County, its officers, agents, employees and servants from all claims, demands, losses, or liabilities of any kind or nature, and for any

personal injuries, death or property damage which may occur in connection with the Internship and the associated education experience.

9. **Confidentiality.** Sponsoring School and Student shall maintain strict confidentiality of all information learned during the course of the Internship, including information on cases, processes, or functions performed at the County. This includes maintaining confidentiality for ten years after the end of the Internship period. If Sponsoring School or the Intern or former intern wants to share any information in relation to the goals and objectives, the information must be reviewed by the Chief Medical Examiner or his designated staff and approval for its release given before it is shared. Release of confidential information without prior approval results in immediate termination of both the Internship for all current Interns and termination of the Agreement.
10. **Assignment.** This Agreement may not be assigned by any party without the prior written consent of the other party.
11. **Amendment.** This Agreement may only be amended in a writing signed by both parties.
12. **Use of Name.** No party may use the name, service mark or logo of the other party without that party's prior written consent, except as required by law.
13. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas, and any suit relating to this Agreement shall be in a court of appropriate jurisdiction in or for Travis County, Texas.

The parties signing for the respective institutions named below affirm that they are legally authorized to sign on behalf of their respective institutions.

Name of Sponsoring School:

By: B. J. Vallance

Date: Feb 12, 2009

Printed Name: BRENDA J. VALLANCE

Title: DEAN, SCHOOL OF BEHAVIORAL
& SOCIAL SCIENCES

Travis County

By: _____
Samuel T. Biscoe, County Judge

By: _____
David Dolinak, MD
Chief Medical Examiner
Travis County Medical Examiner's Office

Date: _____

**EDUCATIONAL ADDENDUM BETWEEN
Sponsoring School, Student,
And
Travis County Medical Examiners Office**

DATE: March 6, 2009

This addendum establishes the basis for internship of the Students in the attached list which also notes the area of specialization at Sponsoring School to intern for educational purposes through medical examiner related services in Austin, TX at the Medical Examiner's Office in Travis County.

Subject Name of Internship: Forensic Science Senior Internship

Period of Internship: Semester Hours per week to be worked: 15-20 hours

Work schedule (days and times): TBA

Sponsoring School's Program Director : David Horton, PhD.

Name of Student Intern's Instructor: Casie Parish, MSc.

Phone Number # 512-448-8550

Name of Student Intern: _____

Address _____

Work phone # _____ Home phone # _____

On-site Responsible Education Program Coordinator: Robin Dwyer, RN, ABMDI-F

On-site Faculty Responsible for Student Supervision and Evaluation: Marissa Valencia

A. Educational Goals: (describe in detail desired knowledge for each area, add areas as needed.)

A. Educational Goals: (describe in detail desired knowledge for each area, add areas as needed)

1) Knowledge of Medical Examiner Office Practices

Develop an understanding of the process involved in the investigation of sudden, unexpected, suspicious and violent deaths. Assess the TCMEO code of ethics. Learn to complete a comprehensive death scene investigation while observing the policies and procedures set forth by the TCMEO.

2) Practice based learning and improvement

Observe methods used regularly within the medical examiner's office. Identify forensic instrumentation and terminology used within the office. Recognize manners,

cause and mechanisms of death. Demonstrate knowledge of forensic pathology and its implications within the forensic science community.

3) **Interpersonal & Communication Skills**

Observe and replicate communication skills between agency staff, partners in the community, governmental agencies, and the citizens of the community. Develop an understanding of jurisdictions and the scope of the agencies responsibility. Actively participate in communications and interactions with staff and law enforcement officials.

4) **Professionalism**

Demonstrate a courteous, mature, enthusiastic, and open minded attitude in aiding the agency to discharge its professional mission. Observe methods used by the staff to interact with the citizens of the community and supporting agencies.

5) **Systems based practice**

Identify multi-disciplinary agencies and their systems based practices in order to recognize incongruence and subsequent system wide implications; develop recommendations for improvement.

B. Educational Objectives:

Objectives:

1. To become familiar with the various roles of the staff of the TCMEO and the responsibility, role and jurisdictions of the office as dictated by their procedures and protocols.
2. To gain a comprehensive view of the tasks required to complete a death scene investigation; including observing crime scene awareness, documentation procedures, processing, and evidence collection techniques.
3. To communicate with the pathologist as well as law enforcement, funeral directors, and citizens of the community by answering the phone and completing basic paperwork essential for the office to continue its work while maintaining the confidentiality of the office.
4. To become familiar with equipment and computer programs essential for the functioning of the Medical Examiner's Office.
5. To expand the intern's knowledge of pathology and the human body.

Knowledge Assessment:

1. Work closely with the lead investigator, observing and monitoring phone calls and documentation needed to complete the specific task required.
2. Answer phones and complete paperwork under the strict advisement of the lead investigator.

3. Work closely with and observe the various duties of the investigators, technicians, and doctors.
4. Discuss on a regular basis, observations and experiences with the staff
5. Record all observations and experiences in a journal

The Intern agrees to report for work at the scheduled times on the scheduled days and perform the work tasks assigned by County. The intern shall keep a Work Log of learning experiences which includes the daily work activities and number of hours worked. The intern shall provide the Supervisor and Instructor with a typed report that sets for the learning achieved through the internship experience.

The undersigned Intern, Supervisor, and Instructor agree to cooperate in the achievement of these learning objectives. The Supervisor agrees to evaluate the Intern's progress at the end of the internship and to meet with the Instructor at the Supervisor's office as necessary. If changes in the Intern's objectives are necessary the Instructor will be notified.

The undersigned Intern, Supervisor, and Instructor agree to and shall maintain all information learned during the Internship, including information on cases, processes, or functions performed at the County strictly confidential during the Internship and for at least ten years after the end of the Internship period unless approval for release of specific information is requested and given by the Chief Medical Examiner or his designated staff. The undersigned Intern, Supervisor, and Instructor understand and agree that if any information is released without prior approval, the Internship for all current Interns and the Agreement for all future Internship with the School is terminated immediately.

In consideration of the opportunity for me to participate in the Internship, the undersigned Intern, Supervisor, and Instructor agree to and do hereby release, waive, discharge and covenant not to sue Travis County, its officers, agents, employees and servants (the "Released Parties") from all claims, demands, losses, or liabilities of any kind or nature, and for any personal injuries, death or property damage which may occur in connection with my participation in the Internship. Without limiting this agreement, the undersigned Intern, Supervisor, and Instructor agree that the Released Parties shall not be liable to them, their family, or guests, for personal injury, property damage, or any other Claims arising from or related to participation in the Internship. The undersigned Intern, Supervisor, and Instructor expressly acknowledges that they are participating freely and voluntarily in this Internship and are aware of and assume the risk of this Internship. The undersigned Intern, Supervisor, and Instructor agree, on their own behalf, that this release shall bind their representatives, assigns, heirs, and or next of kin.

This release extends to any personal injury, death or property damage sustained by them and their invitees which was caused from either the negligence (whether sole, joint, or concurrent), gross negligence, negligence per se, strict liability or intentional tort of Travis County, the Travis County Medical Examiner, or their officers, agents, employees or servants, whether so identified or not. This release also includes any injuries related to or caused by the operation of any motor driven vehicle.

The undersigned Intern, Supervisor, and Instructor agree that this release, waiver and covenant not to sue is intended to be as broad and inclusive as permitted by the laws of the State of Texas and

that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned Intern, Supervisor, and Instructor acknowledge this document waives or gives up certain legal rights they may have had if they had not agreed to this release and participated in this Internship. The undersigned Intern, Supervisor, and Instructor assume all of the ordinary risks normally incidental to the nature of the Internship, including risks that are not specifically foreseeable.

The undersigned Intern, Supervisor, and Instructor also agree to release Travis County, the Travis County Medical Examiner, and their officers, agents, employees or servants from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when they are treated for any purpose and grants to Travis County the right to administer first aid if necessary.

The undersigned Intern, Supervisor, and Instructor further state that they understand the contents of this document and sign this release of their own free act.

Student Intern

Date _____

Program Director or Instructor
Sponsoring School

Date: _____

David Dolinak, MD
Chief Medical Examiner
Travis County Medical Examiner's Office

Date: _____



3-20-09 at 8:55am

TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 3/13/09

Voting Session: Tuesday, March 24, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR USGA GOLF SAND AND ASSORTED SANDS, IFB NO. B090076-NB, TO THE LOW BIDDER, TXI OPERATIONS LP. (TNR)

Points of Contact:

Purchasing: Nancy Barchus 854-9764

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

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

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract requires the vendor to supply USGA Golf Sand and Assorted Sands to Travis County Transportation and Natural Resources Department along with other Travis County departments.

On December 8, 2008, IFB # B090076-NB was issued through Bidsync. Two (2) bids were received on February 12, 2009. The Purchasing Office concurs with Travis County Transportation and Natural Resources recommendation to award a contract to the low bidder, TXI Operations LP.

A limited number of vendors bid because the solicitation was defined geographically due to high energy and transportation costs. All area vendors were notified of the solicitation. Two vendors did not bid because they did not have ready access to USGA Golf Sand, a material needed for top dressing of sports fields per Commissioner Court approved turf management policy, which was passed on July 18, 2006, as the expense would be too great to haul in from a distance.

- **Contract Expenditures:** Within the last 12 months \$19,782.40 has been spent against this requirement.
- **Contract-Related Information:**
- | | |
|----------------|---|
| Award Amount: | Estimated requirements, as needed basis |
| Contract Type: | Annual |

Contract Period: April 30, 2009 through April 29, 2010

➤ **Solicitation-Related Information:**

Solicitations Viewed: 24

Responses Received: 2

HUB Information: 0

% HUB Subcontractor: N/A

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.:

☒ Funding Accounts: 001-4945-631-3064 and 099-4941-621-3064

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

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

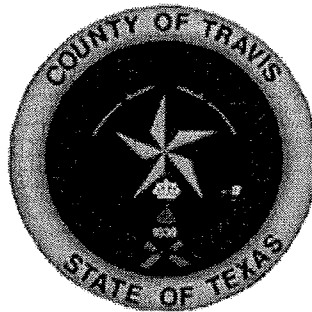
DATE

COUNTY JUDGE

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


**Bid Tabulation Packet
for
Solicitation B090076-NB**


USGA GOLF SAND AND ASSORTED SANDS





Travis County


Bid #B090076-NB - USGA GOLF SAND AND ASSORTED SANDSCreation Date **Nov 21, 2008**End Date **Feb 12, 2009 2:00:00 PM CST**Start Date **Dec 8, 2008 2:43:01 PM CST**Awarded Date **Not Yet Awarded**

B090076-NB-1-01 USGA Golf Sand, Delivered to Richard Moya Park						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Cement and Aggregates		 First Offer - \$14.00	150 / ton	\$2,100.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Austin Crushed Stone		First Offer - \$15.22	150 / ton	\$2,283.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			


B090076-NB-1-02 USGA Golf Sand, Delivered to Del Valle Softball Complex						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Cement and Aggregates		 First Offer - \$14.00	150 / ton	\$2,100.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Austin Crushed Stone		First Offer - \$14.84	150 / ton	\$2,226.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			


B090076-NB-1-03 USGA Golf Sand, Delivered to Southeast Metro Park						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Cement and Aggregates		 First Offer - \$14.00	650 / ton	\$9,100.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Austin Crushed Stone		First Offer - \$15.11	650 / ton	\$9,821.50		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			


B090076-NB-1-04 USGA Golf Sand, Delivered to Webberville Park							
Supplier		Unit Price		Qty/Unit	Total Price	Attch.	Docs
Austin Crushed Stone		First Offer - \$13.96		300 / ton	\$4,188.00		Y
Agency Product Code: Agency Notes:				Supplier Product Code: Supplier Notes:			
TXI Cement and Aggregates		 First Offer - \$14.00		300 / ton	\$4,200.00		Y
Agency Product Code: Agency Notes:				Supplier Product Code: Supplier Notes:			

B090076-NB-1-05 USGA Golf Sand, Delivered to East Metro Park						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Cement and Aggregates		First Offer - \$13.50	1500 / ton	\$20,250.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			


Austin Crushed Stone	First Offer - \$14.65	1500 / ton	\$21,975.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


B090076-NB-1-06 USGA Golf Sand, Delivered to Northeast Metro Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Cement and Aggregates	 First Offer - \$15.00	2000 / ton	\$30,000.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Austin Crushed Stone	First Offer - \$15.54	2000 / ton	\$31,080.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


B090076-NB-1-07 USGA Golf Sand, Delivered to Bob Wentz Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Cement and Aggregates	 First Offer - \$14.50	150 / ton	\$2,175.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Austin Crushed Stone	First Offer - \$17.49	150 / ton	\$2,623.50		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B090076-NB-1-08 Fill Sand					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Cement and Aggregates	 First Offer - \$4.90	2000 / ton	\$9,800.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
		PLANT LOCATION: 13101 Harold Green Road, Austin 78725 NUMBER MILES FROM PLANT TO SAT. 1: 8 MILES FRM PLANT TO WESTSIDE SRVC CNTR: 14 NUMBER MILES FROM PLANT TO SAT. 3: 28 NUMBER MILES FROM PLANT TO SAT. 4: 16 MILES FRM PLANT TO EASTSIDE SRVC CNTR: 10			
Austin Crushed Stone	First Offer - \$6.50	2000 / ton	\$13,000.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
		PLANT LOCATION: TXI - OWENS PLT NUMBER MILES FROM PLANT TO SAT. 1: 16 MILES MILES FRM PLANT TO WESTSIDE SRVC CNTR: 35 MILES NUMBER MILES FROM PLANT TO SAT. 3: 37 MILES NUMBER MILES FROM PLANT TO SAT. 4: 22 MILES MILES FRM PLANT TO EASTSIDE SRVC CNTR: 11 MILES			

B090076-NB-1-09 Concrete Sand					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

<u>TXI Cement and Aggregates</u>	 First Offer - \$5.50	1000 / ton	\$5,500.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: PLANT LOCATION: 13101 Harold Green Road, Austin 78725 NUMBER MILES FROM PLANT TO SAT. 1: 8 MILES FRM PLANT TO WESTSIDE SRVC CNTR: 14 NUMBER MILES FROM PLANT TO SAT. 3: 28 NUMBER MILES FROM PLANT TO SAT. 4: 16 MILES FRM PLANT TO EASTSIDE SRVC CNTR: 10			
<u>Austin Crushed Stone</u>	First Offer - \$7.50	1000 / ton	\$7,500.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: PLANT LOCATION: TXI - OWENS PLT NUMBER MILES FROM PLANT TO SAT. 1: 16 MILES MILES FRM PLANT TO WESTSIDE SRVC CNTR: 35 MILES NUMBER MILES FROM PLANT TO SAT. 3: 37 MILES NUMBER MILES FROM PLANT TO SAT. 4: 22 MILES MILES FRM PLANT TO EASTSIDE SRVC CNTR: 11 MILES			

B090076-NB-1-10 Mortar Sand					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>TXI Cement and Aggregates</u>	 First Offer - \$9.00	1000 / ton	\$9,000.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: PLANT LOCATION: 13101 Harold Green Road, Austin 78725 NUMBER MILES FROM PLANT TO SAT. 1: 8 MILES FRM PLANT TO WESTSIDE SRVC CNTR: 14 NUMBER MILES FROM PLANT TO SAT. 3: 28 NUMBER MILES FROM PLANT TO SAT. 4: 16 MILES FRM PLANT TO EASTSIDE SRVC CNTR: 10			
<u>Austin Crushed Stone</u>	First Offer - \$12.50	1000 / ton	\$12,500.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: PLANT LOCATION: TXI - OWENS PLT NUMBER MILES FROM PLANT TO SAT. 1: 16 MILES MILES FRM PLANT TO WESTSIDE SRVC CNTR: 35 MILES NUMBER MILES FROM PLANT TO SAT. 3: 37 MILES NUMBER MILES FROM PLANT TO SAT. 4: 22 MILES MILES FRM PLANT TO EASTSIDE SRVC CNTR: 11 MILES			

B090076-NB-1-11 USGA Golf Sand					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>TXI Cement and Aggregates</u>	 First Offer - \$11.00	150 / ton	\$1,650.00		Y

Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: PLANT LOCATION: 2635 Post Road Manor, Austin 78653 NUMBER MILES FROM PLANT TO SAT. 1: 12 MILES FRM PLANT TO WESTSIDE SRVC CNTR: 18 NUMBER MILES FROM PLANT TO SAT. 3: 32 NUMBER MILES FROM PLANT TO SAT. 4: 20 MILES FRM PLANT TO EASTSIDE SRVC CNTR: 14			
Austin Crushed Stone	First Offer - \$12.50	150 / ton	\$1,875.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: PLANT LOCATION: TXI - OWENS PLT NUMBER MILES FROM PLANT TO SAT. 1: 16 MILES FRM PLANT TO WESTSIDE SRVC CNTR: 35 MILES NUMBER MILES FROM PLANT TO SAT. 3: 37 MILES FRM PLANT TO WESTSIDE SRVC CNTR: 35 MILES NUMBER MILES FROM PLANT TO SAT. 4: 22 MILES FRM PLANT TO EASTSIDE SRVC CNTR: 11 MILES			

Supplier Totals

<u>TXI Cement and Aggregates</u>		\$95,875.00 (11/11 items)
Bid Contact Jim Ladner <u>jladner@txi.com</u> Ph 512-661-6983	Address 240 Wildhorse Creek Buda, TX 78610	
Agency Notes:	Supplier Notes:	
<u>Austin Crushed Stone</u>		\$109,072.00 (11/11 items)
Bid Contact Odeen Hibbs <u>hibbs2@mindspring.com</u> Ph 512-251-2100	Address 1814 W. Howard Lane Austin, TX 78728	
Qualifications CISV SB		
Agency Notes:	Supplier Notes:	

**

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TRAVIS COUNTY

2009 FEB 26 PM 3:19



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

PURCHASING
OFFICE

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

February 24, 2009

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Bid, IFB# **B090076-NB**
USGA Golf Sand and Assorted Sands

TNR has reviewed the above referenced bids and recommends award to the low responsive bidder, TXI Cement and Aggregates.

The commodity/sub-commodity code for this contract is 750/077. The primary budgeted line items are 099-4941-621-3064 and 001-4945-631-3064.

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

CJ:JPG:cj
Contract File

Fiscal Year	:	2009
Account number	:	1-4945-631.30-64
Fund	:	001 GENERAL FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	45 PARK SERVICES
Basic activity	:	63 COMM-ECON DEV (PKS & REC)
Sub activity	:	1 PITD (PARKS)
Element	:	30 OPERATG, SUPPLIES, RP&E
Object	:	64 RD MATERIALS/NONASPHALTIC
Budget	:	40,605
Encumbered amount	:	11,584.09
Pre-encumbered amount	:	2,568.80
Expenditures	:	5,618.01
Total expenditures	:	19,770.90
Balance	:	20,834.10

Press Enter to continue.

F3=Exit F12=Cancel

Account Balance Inquiry

15:21:45

Last Updated 3-20-09 at 8:55am

Fiscal Year	:	2009
Account number	:	99-4941-621.30-64
Fund	:	099 ROAD & BRIDGE FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	41 ROAD & BRIDGE MAINTENANCE
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	30 OPERATG SUPPLIES, RP&E, NC
Object	:	64 RD MATERIALS/NONASPHALTIC

Budget	:	1,042,468
Encumbered amount	:	103,373.90
Pre-encumbered amount	:	.00
Expenditures	:	70,332.76
Total expenditures	:	173,706.66
Balance	:	868,761.34

Press Enter to continue.

F3=Exit F12=Cancel



20-09 at 8:55am

TRAVIS COUNTY PURCHASING OFFICE

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

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

13

Approved by: _____

Cyd V. Grimes 3/13/09

Voting Session: Tuesday, March 24, 2009

REQUESTED ACTION: APPROVE PROFILE AND AGREEMENT BETWEEN TRAVIS COUNTY AND JPMORGAN CHASE BANK, FOR PARTICIPATION IN PROCUREMENT CARD AND CORPORATE TRAVEL CHARGE CARD PROGRAMS. (PURCHASING OFFICE)

Points of Contact:

Purchasing: Bonnie Floyd

County Attorney (when applicable): John Hille, Barbara Wilson

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro And Jose Palacios

Other:

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

On February 10, 2009, the Commissioners Court approved the P-Card Policies and Procedures for use by the Purchasing Office. The Procurement Card Program is established with JP Morgan Chase through the Texas Comptroller of Public Accounts under automated state contract 946-A1. The use of procurement cards by the Purchasing Office will increase efficiencies and expedite purchases for using departments with vendors who will not accept purchase orders from the County. After approval of the Policies and Procedures, the Purchasing Office began working with the bank to set up the program. The profile agreement will cover both this procurement card program and a travel card program previously approved by the court in 2005, for use by the Sheriff's Office when extraditing prisoners.

Both the County Attorney and the Auditor's Office have been involved in the development of these procedures.

State of Texas Procurement/Travel Card Profile Form

Participating Entity Information

Program Name Travis County	Entity Type: Co-Op	Program Type: Pcard
TPASS Co-Op Member No or State Agency Code C2270	Name to follow Agency/Co-Op code to be embossed on 2nd line - 14 - up to 14 Characters TRAVIS COUNTY	

Program Administrator Setup

I hereby authorize the below listed persons to have authority over the program and give instructions to JPMC as to:

- 1) The designation of additional program administrators with maintenance authority over the program
- 2) Employees authorized to use cards
- 3) Limits and reporting structures as to the use of such cards

Name of Principal Officer or Existing PA

Signature of Principal Officer or Existing PA

Date

Primary Program Administrator Name Bonnie Floyd		Bank Use Only SID #:	
Address 314 W. 11th Street, Room 400		City Austin	State Texas
Phone Number 512-854-4173		Fax Number 512-854-9185	Email Address bonnie.floyd@co.travis.tx.us
Secondary Program Administrator Name Cyd Grimes		Bank Use Only SID #:	
Address 314 W. 11th Street, Room 400		City Austin	State Texas
Phone Number 512-854-9700		Fax Number 512-854-9185	Email Address cyd.grimes@co.travis.tx.us

Card Delivery

Card Delivery Address if different from Primary Administrator Address (NO P.O. Box)

Attn:

Address	City	State Texas	Zip
---------	------	-----------------------	-----

Statement Delivery

Statement Mailing Address if different from Primary Administrator Address

Attn:

Address	City	State Texas	Zip
---------	------	-----------------------	-----

Corporate Statement Options

☒ Detailed ☐ Summary

Receive Individual Cardholder Memo Statements

☒ YES ☐ NO

Payment Method

Check One

☐ ACH Credit ☐ Wire Transfer ☒ Check ☐ Auto Debit

New Account Expiration Date Option

☐ Rolling - Expire 24 Months from date of issue ☒ Static-All Expire on the same date - Enter MM/YY: _____

Other Program Information

Wiring Instructions (Required for CO-OP)

Smart Data On-Line <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Number of cards 4	Annual Spend \$50,000	Rebate ABA Number	Rebate Account Number
---	-----------------------------	---------------------------------	-------------------	-----------------------

Other information:

Bank Use Only

SOT Account Manager Toinette Miller	SOT University/Agency Banker	SOT University/Agency TMO	Banker Larnell Camus	TMO Kathy Palmer
SDOL Training needed? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HTTP Mailbox/Delinquency Report Needed? <input type="checkbox"/> Mailbox & Report <input type="checkbox"/> Report Only - Box #: _____			Contact Customer? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**AGREEMENT BETWEEN TRAVIS COUNTY and
JPMORGAN CHASE BANK, N.A.**

Last Updated 3-20-09 at 8:55am

FOR PARTICIPATION IN PROCUREMENT CARD AND CORPORATE TRAVEL CHARGE CARD PROGRAMS

A county, municipality, school district, education service center, or public junior/community college, which is a member of the State of Texas Cooperative Purchasing Program (Co-Op member) is authorized under Texas Government Code Title 10 Section 2171.055 to utilize The Texas Procurement & Support Services (TPASS) Co-Operative State Travel Management Program (STMP) as successor in interest to The Texas Building and Procurement Commission (TBPC) State Travel Management Program (STMP) services and may participate in the JPMorgan Chase Bank, N.A., a national banking association (the "Bank"), as successor in interest to Bank One, NA, Procurement Card and Corporate Travel Charge Card Contract between the Bank and the TPASS.

In consideration of the mutual covenants and agreements, the parties hereto agree to the following:

The documents constituting this Agreement are the contract documents as defined in RFP #946-A1, which are incorporated herein by, reference.

Representations and Warranties of the Co-Op Member

1. All Co-Op charges shall be for business purposes.
2. The rights and obligations of the Co-Op member under this Agreement are duly authorized, legal and valid, and this Agreement is a binding obligation of the Co-Op Member, enforceable against Co-Op Member in accordance with its terms.
3. Execution of this Agreement by the Co-Op Member and performance by the Co-Op Member of its obligations under this Agreement will not (i) constitute or result in a breach or default under Co-Op Member's charter or any contract to which Co-Op Member is a party or by which it is bound, or (ii) result in the violation of any applicable law, regulation, ordinance, judgment, decree or order.
4. All approvals and authorizations required to permit the execution, delivery, performance and consummation by Co-Op Member of this Agreement and transaction contemplated under this Agreement have been obtained.
5. Any Co-Op Member Charges by the Co-Op Member under this Agreement: (i) are duly authorized and constitute valid and binding obligations of the Co-Op Member, enforceable against the Co-Op Member, (ii) shall not cause the Co-Op Member to exceed any legal limits applicable to the Co-Op Member Charges when made, and (iii) constitute the legal expenditures of the Co-Op Member.
6. Contract is contingent upon continued membership in TPASS Co-Op.

TRAVIS COUNTY AGENCY #C2270

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EFFECTIVE DATE (Agreement not effective unless executed by the Bank): _____

Certificate of Authority (to be signed by Legal Counsel for Co-Op Member)

This certifies that Samuel T. Biscoe is authorized (check one of the following and provide citation):

- ☒ by Texas law, citation Texas Local Government Code, section 262.011(l); or
☐ by ordinance or citation _____; or
☒ by other legal authority, (see attached certified excerpt from minutes of Travis County Commissioners Court);

to sign this Agreement on behalf of the named Co-Op Member and by so signing binds the Co-Op Member to all terms and conditions contained herein, without limitation, for the duration of said Agreement.

BARBARA WILSON
Name (Print)
Barbara Wilson
Signature
21668500
Texas Bar Number



Last Updated: 3-20-09 at 8:55am

TRAVIS COUNTY PURCHASING OFFICE

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

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

14

Approved by: _____

M. Brice 3-16-09

Voting Session: Tuesday, March 24, 2009

REQUESTED ACTION: APPROVE CONTRACT NO. PS090069ML, RELIEF PHARMACY SERVICES, TO LISA MILLER (SHERIFF'S OFFICE)

Points of Contact:

Purchasing: Michael Long

Department: SHERIFF'S OFFICE: Sheriff Greg Hamilton; Mike Summers; Maria Wedhorn

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract requires a Relief Pharmacist to provide pharmacy services in the absence of the Travis County Sheriff's Office Staff Pharmacist. This relief pharmacist will be available on an as needed basis.

This contract is for professional services and therefore exempt from competitive bidding and competitive proposal requirements in the County Purchasing Act, TEX. LOC. GOVT CODE ANN. SEC. 262.023.

With approval of this contract, subject to continued funding by the Commissioners Court, it shall automatically renew each October 1 for a term of one year.

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

☐ Not applicable

➤ Contract-Related Information:

Award Amount: As Needed

Contract Type: Professional Services

Contract Period: March 24, 2009 through 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: Contracts have been signed by the Contractor and are being routed for internal signatures.

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: As needed

☐ Funding Account(s) 001 3749 581 4014

☐ Comments:

➤ **Statutory Verification of Funding:**

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



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major – Corrections

SCOTT BURROUGHS
Major – Law Enforcement

MARK SAWA
Major - Administration & Support

Date: 11/08/08

MEMORANDUM

To: Mike Long, Purchasing

From: Maria Wedhorn, Financial Analyst Sr.

Subj: Relief Pharmacist

The Sheriff's Office is requesting assistance in securing relief pharmacists to provide pharmacy services in the absence of the TCSO staff pharmacist by securing an agreement with Lisa Millers.

Funding will be expensed within General Fund 00137495814014.

If you have any questions please feel free to give me a call at 854-4474



Safety, Integrity, Tradition of Service

 **DRAFT**

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

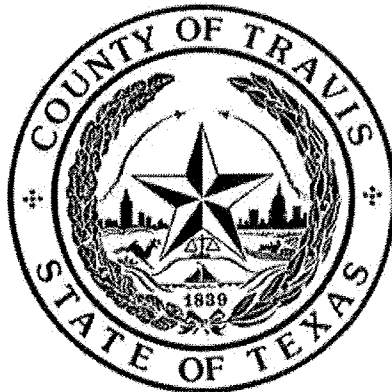
AND

LISA MILLER

FOR

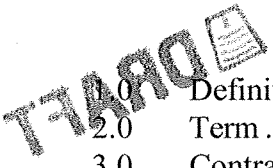
RELIEF PHARMACIST SERVICES

CONTRACT NO. PS090069ML



Travis County Purchasing Office

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STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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**PROFESSIONAL SERVICES AGREEMENT
FOR RELIEF PHARMACIST SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Lisa Miller, (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified Pharmacist to conduct pharmacy services in the absence of the COUNTY'S staff pharmacist.;

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

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes, or her successor.
- 1.3 "County Auditor" means Travis County Auditor Susan Spataro, or her successor.
- 1.4 "Parties" mean Travis County and Lisa Miller.
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - 1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.5.3 **but does not include**
 - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - 1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to

DRAFT

similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business;

and

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

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment C.

1.7 "DIRECTOR" means the Medical Director of Inmate Treatment Services, who is the administrator of the Agreement or his/her designated representative.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue until September 30, 2009.

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

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

3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the duties that she has accepted as part of this Agreement.

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

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

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

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

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

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Compensation. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR'S compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR at a rate of SIXTY-SIX DOLLARS (\$66.00) per hour for services rendered pursuant to this Agreement.

4.1.1 As needed basis

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

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

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

4.4.1 the contract Reference Number;

4.4.2 a full and detailed description of the services, activities and responsibilities performed by CONSULTANT under this Agreement;

4.4.3 the total amount being requested.

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

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

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

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

4.8 Disbursements to Persons with Outstanding Debt (§154.045, Local Government Code).

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

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

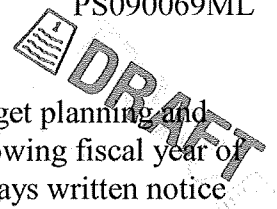
4.8.1.2 the debt is paid.

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

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

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

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

A large, diagonal, semi-transparent stamp with the word "DRAFT" in bold, capital letters, accompanied by a small icon of a document with a pencil.

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

5.0 RECORDS CONFIDENTIALITY AND ACCESS

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

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

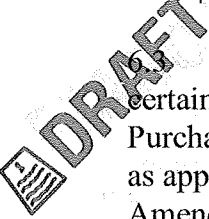
5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and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

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

6.0 AMENDMENTS/MODIFICATIONS

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

6.2 Requests for Changes. Contractor shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Sheriff's Office with a copy to the Purchasing Agent.

 6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 INDEMNIFICATION AND CLAIMS NOTIFICATION

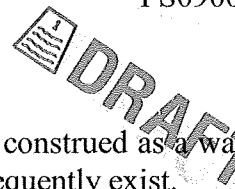
7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S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

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

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

8.0 MISCELLANEOUS

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

A large, diagonal, semi-transparent stamp with the word "DRAFT" in bold, capital letters, accompanied by a small icon of a document with a checkmark.

8.2 Non-Waiver of Default

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

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

8.2.3 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.

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

8.4 Entire Agreement

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

8.4.2 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.

- 8.4.2.1 Attachment A – Scope of Services
- 8.4.2.2 Attachment B – Insurance Requirements
- 8.4.2.3 Attachment C – Ethics Affidavit including:
 - Exhibit 1 - List of Key Contracting Persons
 - Exhibit 2 – Disclosure

8.5 Notices:

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

A large, diagonal, grey stamp with the word "DRAFT" in bold, capital letters, accompanied by a small icon of a document with a pencil.

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

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

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

Name: Mike Summers,
Title: Director of Inmate Services
3614 Bill Price Road
Del Valle TX, 78617

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

Lisa Miller
9114 Granada Hills Drive
Austin, Texas 78737

8.5.4 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 8.5. Any change in the address shall be reported within fifteen (15) days of the change.

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

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

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

remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

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

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

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

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

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

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

8.15 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

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

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

8.18 Interpretational Guidelines

8.18.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of

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any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

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

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

8.19 Conflict of Interest Questionnaire

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

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

CONTRACTOR

Travis County

By: Lisa Dianne Miller, RPh
Donna Miller, RPh
 Name and Title (Printed)

By: Samuel T. Biscoe
 Travis County Judge

Date: Mar 6, 2009

Date: _____

Approved as to Legal Form By:

Jim Connolly
 Assistant County Attorney

Funds Verified By:

 County Auditor

Approved by Purchasing:

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

ATTACHMENT A
SCOPE OF SERVICES

 **DRAFT**

1. Provide direct pharmacy services.
2. Distribute drugs prescribed by physicians and other health practitioners and provide information to patients about medications and their use.
3. Advise physicians and other health practitioners on the selection, dosages, interactions and side effects of medications.
4. Monitor the health and progress of patients in response to drug therapy to ensure safe and effective use of medications.
5. Supervise the overall functioning of pharmacy operations.
6. Monitor and oversee that services delivered are in compliance with statutory applicable laws, rules, and regulations.
7. Ensure that appropriate services, operational management policies and procedures and protocols are monitored for compliance.
8. Supervise assigned pharmacy staff.
9. Manage and coordinate resources to provide effective and efficient pharmacy services and delivery.
10. Coordinate with other health care members, department staff about pharmacy practice and pharmaceutical issues.
11. Coordinate activities to ensure an efficient pharmacy operation.
12. Manage pharmacy inventory and ensure pharmacy has adequate supply of medications and other pharmacy supplies.

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ATTACHMENT B

INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

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

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

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

C. Business Automobile Liability Insurance[†]

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

[†] Alternative Insurance Requirement

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

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

E. Blanket Crime Policy Insurance

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

ATTACHMENT C
ETHICS AFFIDAVIT

 **DRAFT**

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

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

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

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

Notary Public, State of _____

Typed or printed name of notary

My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
February 19, 2009

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	
Executive Assistant.....	Josie Z.Zavala	
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.....	Karen Huber*	
Executive Assistant.....	Garry Brown*	
Executive Assistant.....	Kelly Darby*	
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 .	Steve Capelle*	
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	

DRAFT**CURRENT - continued**

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

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 3.....	Gerald Daugherty.....	12/31/09
Executive Assistant.....	Robert Moore.....	12/31/09
Executive Assistant.....	Martin Zamzow.....	12/31/09
First Assistant County Attorney.....	Randy Leavitt.....	1/23/10

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

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EXHIBIT 2
DISCLOSURE

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

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



TRAVIS COUNTY PURCHASING OFFICE

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

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

15

Approved by: _____

Bonnie Floyd 3-19-09

Voting Session: Tuesday, March 24, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 07C00166OJ, FROST INSURANCE AGENCY, INC., FOR BENEFITS REVIEW SERVICES FOR TRAVIS COUNTY. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

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

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

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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COUNTY JUDGE'S OFFICE
09 MAR 19 PM 1:38

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

The contract provides consulting services in connection with the County's employee benefits programs. The Commissioners Court approved the contract on February 6, 2007.

The modification will incorporate and expand the work related to the Travis County Health Reimbursement Account program, and, will also extend the Benefits Review Services contract with Frost Insurance Agency, through March 31, 2010.

Modification No. 2 was previously issued to extend the contract through March 31, 2009. It was approved by the Commissioners Court on November 6, 2007.

Modification No. 1 was previously issued to clarify the services in Attachment A, Phase I and Phase II, which are part of the contract. It was approved by the Commissioners Court on February 6, 2007.

Frost Insurance Agency is experienced in Health Reimbursement Accounts (HRA) and is retained to develop HRA program options to present to Commissioners Court. The strategy for this program is to expand upon the wellness initiatives by creating additional activities with financial incentives to encourage employees to become more involved with their health.

- **Contract Expenditures:** Within the last 12 months \$25,860.00 has been spent against this requirement.

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$22,400.00 (Estimated quantity)

Contract Type: One Time Purchase

Contract Period: April 1, 2009 through March 31, 2010

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: (Requisition #463857)

☒ Funding Account(s): 526-1145-522-4007

☐ Comments:

➤ **Statutory Verification of Funding:**

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



Human Resources Management Department

RECEIVED
TRAVIS COUNTY
2009 FEB -9 AM 9:15

PURCHASING
OFFICE

1010 Lavaca

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

February 5, 2009

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk and Benefits Manager, HRMD *Dgm*

SUBJECT: Contract No. 07C001660J
Frost Insurance

The contract is due to expire on March 31, 2009. We are asking for a contract modification extending it through March 31, 2010. Frost Insurance will work with Travis County on a Health Reimbursement Account program as described in the attached quote. Vendor services described in the letter were included in the last modification.

This contract is funded from line item 526-1145-522-4007 and shows a sufficient balance to cover the quoted fee.

If you have any questions please call me at X49499.

Cc: Alicia Perez, Executive Manager, Administrative Operations
Linda Moore Smith, Director, HRMD

PURCHASE REQUISITION NBR: 0000463857

REQUISITION BY: MARGIE SOLANO 854-9239

SHIP TO LOCATION: HUMAN RESOURCES MGT.

STATUS: BUYER PROCESSING

REASON: RENEW CONTRACT 07C00166-OJ

SUGGESTED VENDOR: 68258 FROST INSURANCE AGENCY

DATE: 2/13/09

DELIVER BY DATE: 3/31/10

Last Updated 3-20-09 at 8:55am

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PROJECT I: TIMING AND FEES WELLNESS INCENTIVE PROGRAM DESIGN COMMODITY: CONSULTING SERVICES SUBCOMMOD: ADMINISTRATIVE	12000.00	DOL	1.0000	12000.00	
2	PROJECT II: TIMING AND FEES SURVEY OF SATISFACTION WITH THE TRAVIS COUNTY MEDICAL CLINICS COMMODITY: CONSULTING SERVICES SUBCOMMOD: ADMINISTRATIVE	4500.00	DOL	1.0000	4500.00	
3	PROJECT III: CONTINGENCY COMMODITY: CONSULTING SERVICES SUBCOMMOD: ADMINISTRATIVE	5900.00	DOL	1.0000	5900.00	
REQUISITION TOTAL:					22400.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52611455224007	PROFESSIONAL SERVICES CONSULTING	100.00	12000.00
2	52611455224007	PROFESSIONAL SERVICES CONSULTING	100.00	4500.00
3	52611455224007	PROFESSIONAL SERVICES CONSULTING	100.00	5900.00
				22400.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

3/12/9 COMM/SUB \$0.APVD.GMC

MODIFICATION OF CONTRACT NUMBER: 07C001660J, Benefits Review Services**PAGE 1 OF 6 PAGES**ISSUED BY: Last Updated 3/20/09 at 8:55am
PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701PURCHASING AGENT ASST: **Oralia Jones**
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185DATE PREPARED:
March 18, 2009ISSUED TO:
Frost Insurance Agency, Inc.
Attn: Mr. Dennis Northington
401 Congress Avenue, 14th Floor
Austin, TX 78701MODIFICATION NO.:
3EXECUTED DATE OF ORIGINAL
CONTRACT:
February 6, 2007ORIGINAL CONTRACT TERM DATES: **February 6, 2007 through December 31, 2007**CURRENT CONTRACT TERM DATES: **December 31, 2007 through March 31, 2009****FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$ 40,000.00Current Modified Amount \$67,775.00**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 and Contractor entered into a contract for Consulting Services to Review Employee Group Benefits and want to expand the scope and term of that contract.

AGREEMENT TO AMEND CONTRACT

Contractor and County agree to amend the Contract as follows:

1.0 Section **1.0 TERM OF CONTRACT** as amended in Modification 2 is deleted and the following section is inserted in its place:**1.0 TERM OF CONTRACT:** The contract shall be effective upon award by the Travis County Commissioners Court and shall remain in effect until March 31, 2010, or until the services are completed whichever is earlier unless either party terminates this contract in compliance with its terms. If Travis County Commissioners Court authorizes Frost to complete the services in addition to those listed in this contract, County and Frost shall amend this contract to specify the additional services to be preformed and the additional compensation due.

2.0 Subsection 2.1 as amended in Modification 2 is deleted and the following subsection is inserted in its place:

2.1 During the term of the contract, Frost shall perform, in a timely manner, the services and activities described in Attachment A, Attachment D and Attachment E of this contract in accordance with its terms and conditions. Frost shall perform all services and activities under this contract in a professional manner, at a standard acceptable for similar services in Travis County and in a prompt and efficient manner.

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: _____

BY: _____
SIGNATUREBY: _____
PRINT NAMETITLE: _____
ITS DULY AUTHORIZED AGENT☐ DBA☐ CORPORATION☐ OTHER

DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE: _____

COPY

- 3.0 Section 4.0 **ATTACHMENTS AND CONSTRUCTION OF CONTRACT PRIORITIES** as amended in Modification 2 is deleted and the following section is inserted in its place:

4.0 ATTACHMENTS AND CONSTRUCTION OF CONTRACT PRIORITIES

4.1 The attachments lettered and named below are made a part of this contract, and constitute promised performances by Contractor in accordance with 2.1 of this contract:

- 4.1 Attachment A, Frost Insurance Agency Proposed Services, including Addendum A and B
- 4.2 Attachment B, County's General Contract Provisions
- 4.3 Attachment C, Affidavit
- 4.4 Attachment D, Frost Insurance Agency Proposed Services for HRA Wellness Incentive Plan
- 4.5 Attachment E, Frost Insurance Agency Proposed Services for Wellness Incentive Plan and Provider Effectiveness Evaluation

4.2 If there is a conflict between these documents:

- 4.2.1 This document overrides all Attachments;
- 4.2.2 Attachments A, D and E override Attachment B.

COPY

ATTACHMENT E



401 Congress Avenue
Fourteenth Floor
Austin, Texas 78701
Phone (512) 473-4520

Contract #07C00166-OJ

Mod. No. 3

Frost Insurance

Page 3 of 6

March 17, 2009

Dan Mansour
Travis County
1010 Lavaca Street
Austin, TX 78701

Re: Wellness Incentive Plan and Provider Effectiveness Evaluation

Dear Dan,

Frost appreciates the opportunity to provide this consulting services proposal to the County. As you are aware, our team is experienced with designing Wellness Incentives programs and examining health plan costs for operational efficiencies.

Our proposed services and fees are outlined below.

Project I: Wellness Incentive Program Design

Over the past several years, many organizations have added wellness incentive programs. The financial incentives come in various forms, ranging from discounts on premiums, to differing plan deductibles, to the availability of funds dedicated to health care expenses using a Health Reimbursement Account (HRA), or to cash/debit card awards. Health Reimbursement Accounts are considered to be the most promising and ideal approaches to recognize employees for their health and wellness activities.

The County has a long historical commitment to wellness. The activities and educational programs have expanded each year to address a broader range of lifestyle and behavioral needs. While the County has experienced a modestly higher rate of participation, it has sought to have more employees involved. Research into the results of programs that have been successful in terms of increasing employee interest in preventive activities shows that programs with financial incentives such as an HRA receive the most interest from employees.

COPY

Dan Mansour
Travis County
Page 2

Contract #07C00166-OJ
Mod. No. 3
Page 4 of 6

The HRA incentive that the County is considering will expand the appeal of the existing programs, and further promote the preventive aims of the Clinic. Our report will demonstrate that wellness campaigns with HRA incentives, as compared to initiatives devoid of or having poorly designed incentives, result in (a) increased employee participation; (b) greater return on investment; and (c) higher rates of behavior change that result in reduced risk factors.

Recent IRS guidance has indicated that Health Reimbursement Account funds can be used to pay health insurance premiums. This includes the employee's portion of medical premiums for an employer sponsored medical program.

Project deliverables:

- Provide the County with recommended HRA based programs that are suitable for the culture and the administrative resources available at the County. This will include incentive/reward amounts, taking into consideration cost and administration.
- Test the cost effectiveness of the program by providing applicable cost savings from similarly designed programs.
- Produce a report summarizing wellness rewards programs offered by other governmental entities in the State of Texas.
- Research the IRS guidance permitting Health Reimbursement Account funds to be used to pay health insurance premiums and provide information about how this feature can be incorporated into the wellness reward program.
- Deadline for delivery of the Project I report: April 17, 2009.
- Discussion of findings: We will present the findings to the Employee Benefits Committee and the Commissioners, as needed, and answer questions. The timing of these presentations are to be determined by the County.
- Fees for Project I: \$12,000

Project II: Survey of Satisfaction with the Travis County Medical Clinics

Project deliverables:

- Measure employee satisfaction with the clinic by conducting an online and paper satisfaction survey.

COPY

Dan Mansour
Travis County
Page 3

Contract #07C00166-OJ
Mod. No. 3
Page 5 of 6

- Produce a report summarizing on the findings and identifying areas for further analysis by the various stakeholders at the County.
- Discussion of findings: We will present the findings to the Employee Benefits Committee and the Commissioners, as needed, and answer questions.
- Deadline for delivery of the Project II report: April 17, 2009.
- Fees for Project II: \$4,500

Project III: Assess Cost Effectiveness of Travis County Clinic and Recommend Ways to Increase Its Effectiveness and Utilization

Frost anticipates finding the County's Clinic operation to be very cost effective. This project will validate that. In addition, if the Clinic is found to be very cost effective, then Frost will provide recommendations of various ways the County can increase the utilization of the Clinic as well as the effectiveness of the Clinic. This will include ways to identify more high risk candidates for disease management and ways to expand the interaction between the Clinic and UnitedHealthcare.

United Healthcare performs disease management services for County medical participants by identifying which participants have certain chronic conditions (e.g., hypertension, diabetes, congestive heart failure, etc.).

Project deliverables:

- Frost will determine how many individuals are identified with chronic conditions, how many are contacted and how many actually participate in United's disease management program.
- Frost will then develop a method to transfer data on the chronic population to the County Clinics. The information to be exchanged will apply to those individuals that are not participating in the UnitedHealthcare disease management program. The objective of this is to allow the Clinic to reach out to those that did not participate or were not asked to participate (because UnitedHealthcare only targets the highest risk patients).
- Discussion of findings: We will present the findings to the Employee Benefits Committee and the Commissioners, as needed, and answer questions.
- Deadline for delivery of Project III report: April 17, 2009.

COPY

Dan Mansour
Travis County
Page 4

Contract #07C00166-OJ
Mod. No. 3
Page 6 of 6

- Fees for Project III: \$5,900

We also request that the contract be extended to March 31, 2010 to allow for any unforeseen additional work.

Dan, thank you again for the confidence you have in Frost. We look forward to working with your team, the Benefits Committee, the Commissioners and everyone at the County. Please let me know if you have any questions.

Sincerely,



Mark O'Leary
Benefits Consultant

cc: Kevin Brown, Frost Insurance
Brad Gauert, Frost Insurance

COPY

RECEIVED
COUNTY JUDGE'S OFFICE

16

Travis County Commissioners Court Agenda Request 09 MAR 2011 1:13

Voting Session 03/24/09
(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. Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills in Precinct Three (Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills – 2 Total Lots: 2 Residential Lots – 0.68 Acre – Longhorn Skyway and Deer Creek Skyview - No Fiscal required – Sewage service to be provided by on-site septic facilities – No City's ETJ).

B. Approved by:

Karen Huber
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:

Michael Hettenhausen: 854-7563 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

____ Additional funding for any department or for any purpose

____ Transfer of existing funds within or between any line item budget

____ Grant

Human Resources Department (854-9165)

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

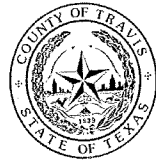
Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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



BACK UP MEMORANDUM

Agenda Item ____

March 13, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services 

SUBJECT: Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills in Precinct Three (Revised Plat of Lot 1 Block FFF Hilltop Manor and Lot 19, Block RR Twin Lake Hills – 2 Total Lots: 2 Single Family Lots – 0.68 Acre – Longhorn Skyway and Deer Creek Skyview - No Fiscal required – Sewage service to be provided by on-site septic facilities – No City's ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

This revised plat consists of 2 total lots: 2 single family lots on 0.68 acre. The purpose of the plat revision is to adjust the lot lines between 2 single family lots. There are no new public or private streets associated with this revised plat. No parkland dedication, fees in lieu of dedication, or fiscal is required for this revised plat.

As this plat application meets all Travis County standards, TNR staff recommends approval of the plat.

ISSUES:

A notice of public hearing sign was placed on the subject property on February 17, 2009. As of this date, staff has received two telephone inquiries from residents requesting more information on the plat revision.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Photograph of public notice sign

Affidavit of sign posting

Original Plat

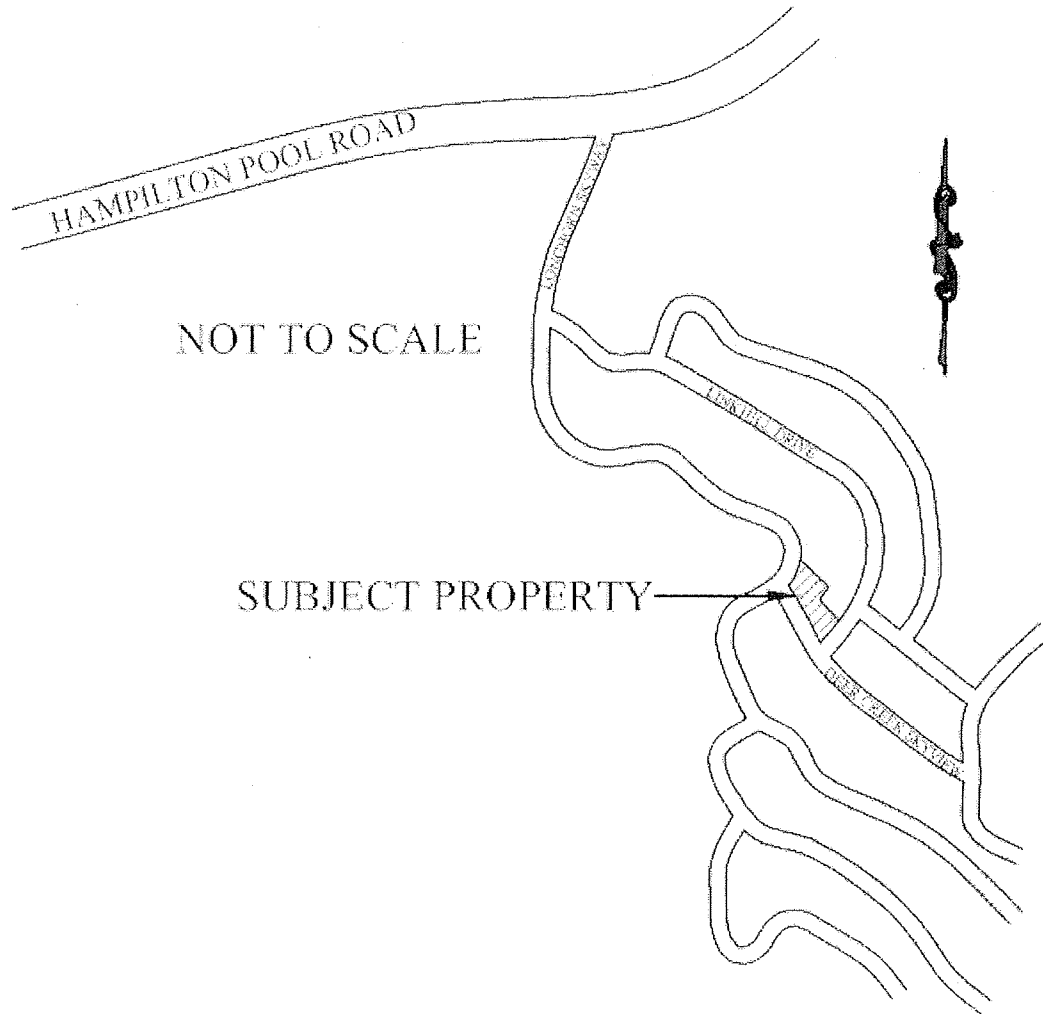
Final Plat

Location map

Precinct Map

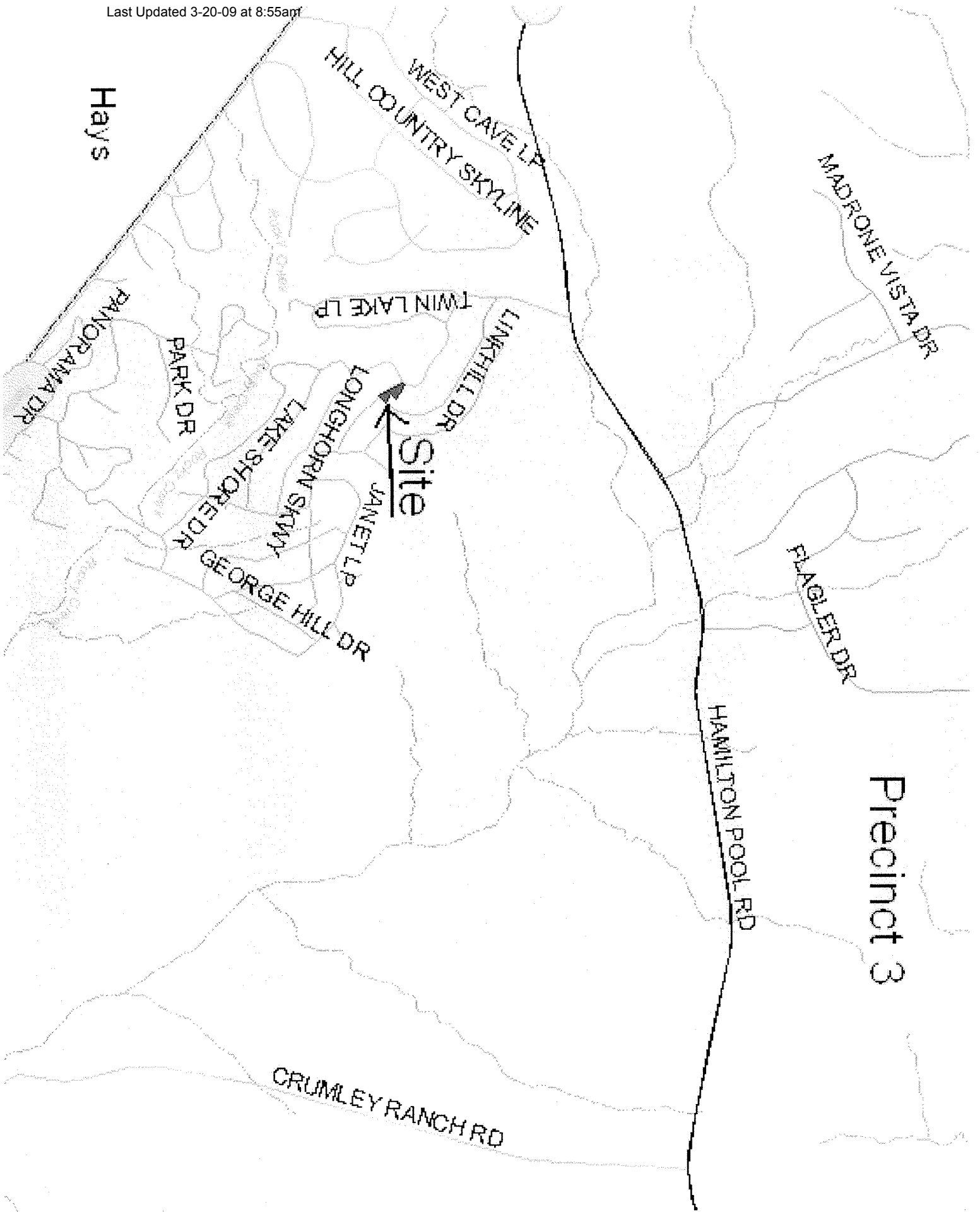
AMB: mph

Revised Plat of Hilltop Manor Block FFF Lot 1 and Twin Lake Hills Block RR Lot 19 Location Map



Hays

Precinct 3

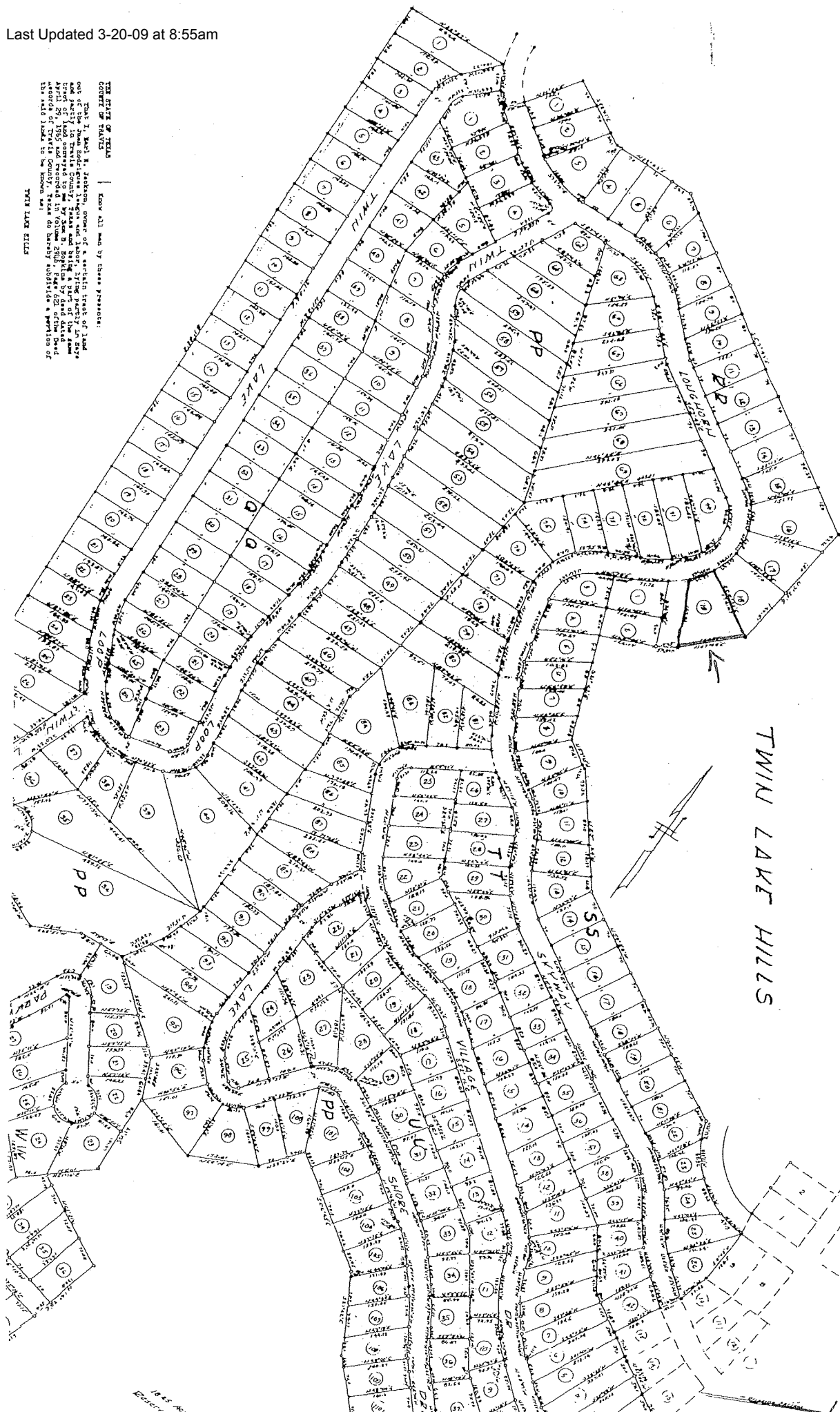


THE STATE OF TEXAS
COUNTY OF TRAVIS

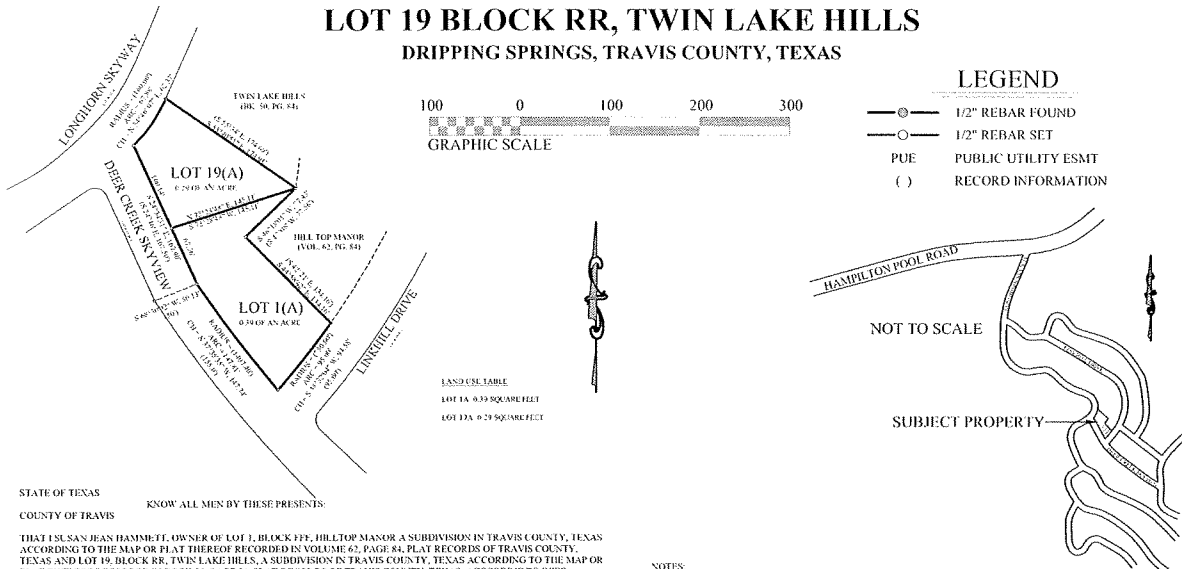
Know all men by these presents:

That I, Earl M. Jackson, owner of a certain tract of land out of the James Boddy-Griggs Estate and above, along partly in Travis County, Texas and partly in Travis County, Texas and being a part of the same tract of land conveyed to me by James B. Boddy-Griggs by deed dated April 2nd, 1905 and recorded in Volume 294, Page 621 of the Deed records of Travis County, Texas do hereby subdivide a portion of the said land to be known as:

ST712 DWTZ KZAK



REVISED PLAT OF LOT 1, BLOCK FFF, HILLTOP MANOR AND LOT 19 BLOCK RR, TWIN LAKE HILLS DRIPPING SPRINGS, TRAVIS COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I SUSAN JEAN HAMMETT, OWNER OF LOT 1, BLOCK FFF, HILLTOP MANOR A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 62, PAGE 84, PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND LOT 19, BLOCK RR, TWIN LAKE HILLS, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 50, PAGE 54, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, ACCORDING TO DEED RECORDED IN DOCUMENT 26644532, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY REVERSE SAID LOTS, PURSUANT TO CHAPTER 232.069 OF THE TEXAS LOCAL GOVERNMENT CODE, FOR THE SOLE PURPOSE OF RE-LOCATING THE COMMON LOT LINES, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS "REVISED PLAT OF LOT 1, BLOCK FFF, HILLTOP MANOR AND LOT 19, BLOCK RR, TWIN LAKE HILLS" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS _____ DAY OF _____, 2009 A.D.

BY
SUSAN JEAN HAMMETT
AUSTIN, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SUSAN JEAN HAMMETT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND SHE ACKNOWLEDGED TO ME THAT SHE 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 _____ DAY OF _____, 2009 A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME _____ MY COMMISSION EXPIRES _____

I, EDWARD C. RUMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 52 OF TRAVIS COUNTY, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

SURVEYED BY:
ALLSTAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729

EDWARD C. RUMSEY _____ DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5729

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 4845 C 0395 H, DATED SEPTEMBER 30, 2005, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

TRAVIS COUNTY ON-SITE WASTE WATER PROGRAM NOTES:

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM WHICH HAS BEEN APPROVED BY THE TRAVIS COUNTY ON-SITE WASTE WATER PROGRAM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PORTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM OR PRIVATE WATER WELL.
- NO ON-SITE SEWAGE DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE SEWAGE DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- NO CONSTRUCTION MAY BEGIN ON A LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE CHAPTER 255 AND TRAVIS COUNTY CODE 48.
- LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND OR LOT OWNERS WITHIN THE SUBDIVISION.
- WATER WELLS MUST BE PLACED AT THE LOCATION SHOWN UNLESS OTHERWISE APPROVED BY TRAVIS COUNTY.

STACY SCHEFFEL, D.R. PROGRAM MANAGER
ON-SITE WASTE WATER PROGRAM
TRAVIS COUNTY TSM

DATE _____

THIS SUBDIVISION PLAT IS NOT LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN ON THIS _____ DAY OF _____, 2009.

VICTORIA J. LITTE, DIRECTOR
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

NOTES:

- ALL RESTRICTIONS AND NOTES FROM THE PREVIOUS EXISTING SUBDIVISIONS, VOLUME 5908, PAGE 55, VOLUME 7786, PAGE 702, VOLUME 12207, PAGE 1796 HILLTOP MANOR, VOLUME 62, PAGE 84, PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND TWIN LAKE HILLS, BOOK 50, PAGE 54, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SHALL APPLY TO THIS PLAT.
- WATER SEWER PROVIDED BY DEER CREEK WATER COMPANY, NO SEPTIC PROVIDED FOR EACH LOT.
- A 5' P.U.E. SHALL BE LOCATED ADJACENT TO ALL LOT LINES.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO CONSTRUCTION.

COMMISSIONER'S COURT RESOLUTION:

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND OR DIVISOR OF THE TRACT OF LAND CONVEYED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR 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 ERCT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2009, 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 COURT OF SAID COUNTY, THE _____ DAY OF _____, 2009, A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2009, A.D. AT _____ O'CLOCK _____ M., DULY RECORDED ON THE _____ DAY OF _____, 2009, A.D. AT _____ O'CLOCK _____ M. OF SAID COUNTY AND THE STATE IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 2009, A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____

REFERENCE INFORMATION

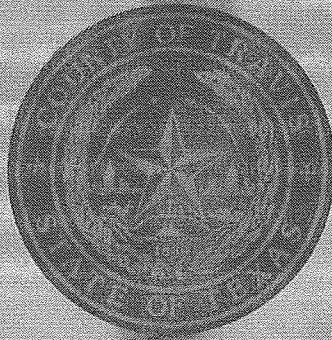
REVISED PLAT OF LOT 1,
BLOCK FFF, HILLTOP MANOR
AND LOT 19 BLOCK RR, TWIN
LAKE HILLS

SURVEY DATE	NOVEMBER 30, 2007	DRAWN BY	JEREMY WARREN	11/29/2007
JOB NO.	-	CHECKED BY	EDWARD RUMSEY	11/29/2007
SCALE	1" = 100'	REVISED	-	-
SHEET NO.	1 OF 1			

ALLSTAR
Land Surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 231-5217 FAX

WWW.ALLSTARLANDSURVEYING.COM



**NOTICE OF
PUBLIC HEARING
ON MARCH 24, 2009 AT 9:00 AM
REVISED PLAT**

**LOT 1, BLOCK FFF HILLTOP MANOR
AND LOT 19, BLOCK RR TWIN LAKE
HILLS TO CHANGE A LOT LINE
PRECINCT 3**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR) AUSTIN
FOR MORE INFORMATION CALL: 854-7687**

Last Updated 3-20-09 at 8:55am

**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESULMAN, EXECUTIVE MANAGER

411 West 13th Street

Executive Office Building

P.O. Box 1748

Austin, Texas 78767

tel 512-854-9383

fax 512-854-4649

AFFIDAVIT OF POSTING

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

A Public Notice of Plat Revision sign was posted on February 17, 2009, at the intersection of Longhorn Skyway and Deer Creek Skyview at a point as near as practical to the area being revised, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 18 DAY OF February, 2009.

SIGNATURE: Jaime GarciaNAME (PRINT): Jaime GarciaTITLE: Supervisor

cc Garcia (sign shop)

C:\Documents and Settings\SumnerS\My Documents\Cases\Hilltop Manor Twin Lake Hills Revised Plat\Sign Request

Travis County Commissioners Court Agenda Request

Voting Session March 17, 2009

Work Session

- I. A. Request made by: _____ Phone # 854 -9434
Joseph P. Gieselman, TNR Executive Manager
- B. Requested Text:
Consider and take appropriate action on request to approve an "Agreement to Contribute Funds-Local Government", with TxDot for improvements to FM 2769, in Precinct 3
- C. Approved by: Commissioner Karen Huber, Precinct 3
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
- III. Required Authorizations: Please check if applicable:
- X Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any budget 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)
- X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the 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 DEPARTMENT

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

March 4, 2009

MEMORANDUM TO: Members of Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, TNR Public Works Director

Subject: TxDot Agreement to Contribute Funds-Local Government, for FM 2769

Proposed Motion:

Consider and take appropriate action on request to approve an "Agreement to Contribute Funds-Local Government", with TxDot for improvements to FM 2769, in Precinct 3

Summary and Staff Recommendations:

The Texas Department of Transportation requests Travis County to cost share on the acquisition of right-of-way needed for widening 0.8 miles of FM 2769 between RM 620 and Cedar Park city limits. FM 2769 (aka Anderson Mill Road) has been improved to four lanes to the north by Cedar Park and four lanes to the south by Travis County. It is heavily traveled and its current two-lane configuration creates a bottle-neck for commuters. Since it is on the state highway system TxDot has taken the lead on the project. It has completed the design and environmental clearance processes and is ready to complete right-of-way acquisitions and construction. As with many state highway improvement projects in Travis County, TxDot is requesting the County fund 10% of the cost of right-of-way. All other project costs will be borne by TxDot.

Approving this agreement will limit the County's cost share for this project to \$240,000 and ultimately free-up a significant amount of 2001 bond funds for other County projects. TNR recommends approval of the "Agreement to Contribute Funds-Local Government".

Budgetary and Fiscal Impacts:

In May 2008 TxDot was successful in getting \$2.7M of Federal STP-MM funds from CAMPO for the construction of this project. The grant requires a \$1.8M local match, which TxDot has agreed to fund as the local sponsor. TxDot has agreed to pay all project costs except for approximately 10% of the right-of-way costs, which they estimate to be \$240,000. In 2001 Travis County voters approved approximately \$1.8M for improvements to this section of FM 2769. The County bond funds have been issued and the execution of this AFA will limit its cost share to a not-to-exceed amount of \$240,000. It is TNR's understanding that once the

AFA is executed the County's responsibility to the project will be fulfilled and the remaining \$1,560,000 can be allocated to other County projects. This will be verified with Bond Counsel before TNR recommends allocating any of the remaining funds to other projects.

Issues and Opportunities:

Past cost share agreements with TxDot have been structured such that the County is responsible for covering cost overruns. This has resulted in several instances where TxDot has requested additional County funds. As a result TNR advised TxDot that it can not continue to pay for over runs and if County participation is desired the Agreement would need to be structured differently. This agreement has been revised by TxDot to indicate that the County's cost-share will be limited to a not-to-exceed amount of \$240,000.

Completion of this project will provide needed improvements to a major north-south arterial between Travis and Williamson County. Travis County voters approved the use of bond funds for the project in 2001.

Bullick Hollow Road and FM 2769 are the only arterial roadways that provide direct access from the Volente area to the RM 620 area. TxDot's construction of improvements to FM 2769 may occur at least partially during the period that the City of Austin will be making improvements to Bullick Hollow Road. The City will be adding a climbing lane and turn lanes to Bullick Hollow Road to facilitate the construction of Water Treatment Plant #4. City staff has informed TNR that their improvements to Bullick Hollow are anticipated to begin in September and they are expected to be completed within five months. TxDot's construction must wait for right-of-way acquisitions and utility relocation work and, although their construction funds don't become available until FY 10, there may be some overlap of construction schedules among the two projects. In any case, the roadway improvements at both sites are to be done under traffic and no road closures are anticipated.

Required Authorization:

Chris Gilmore, Assistant County Attorney
Jessica Rio, PBO

Attachments:

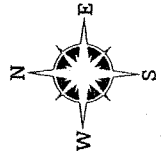
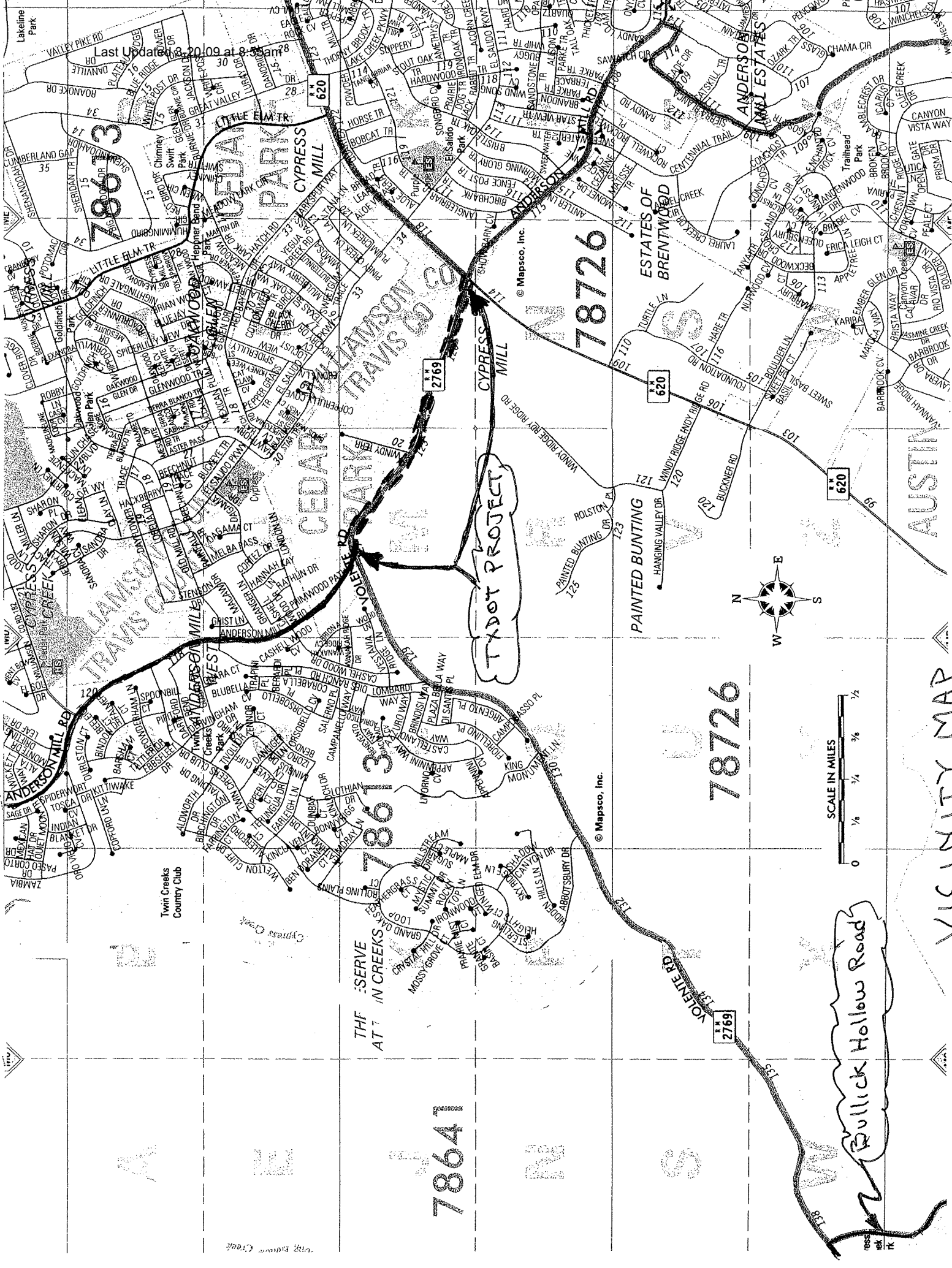
Agreement to Contribute Funds-Local Government
Vicinity Map

CC:

Bob Daigh, P.E., TxDot District Engineer
Pat Crews-Weight, P.E., TxDot
Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, TNR Financial Services
Greg Chico, TNR Right-of-Way
Steve Sun, P.E., TNR CIP
Sean O'Neal, Auditors Office

8298

Last Updated: 3/20/09 at 8:33am



Bullock Hollow Road

VICINITY MAP

Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

February 23, 2009

Agreement to Contribute Funds – Local Government (Modified)

ROW CSJ 2718-01-011

Travis County

RM 2769: From RM 620 West 0.75 Miles
to Proposed Anderson Mill Road

RECEIVED

FEB 26 2009

TNR

CODE: 0101

Mr. Joe Gieselman, Executive Director
Transportation and Natural Resources
Travis County
411 W. 13th Street, 11th Floor
Austin, Texas 78701

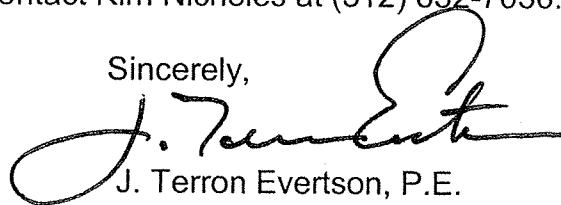
Dear Mr. Gieselman:

Attached are four copies of the Agreement to Contribute Funds – Local Government (Modified) for the above referenced project. This agreement has been modified to state Travis County shall contribute a fixed amount of \$240,000.00 for the cost of right of way to be acquired by the State.

Please furnish this office with three original signed copies of the agreement and copies of the Court Order authorizing the signature on the agreement, along with a check in the amount of \$240,000.00 to cover the County's share.

If you have any questions, please contact Kim Nicholes at (512) 832-7036.

Sincerely,



J. Terron Evertson, P.E.
Engineer of Toll Road Development
Austin District

KN

Attachments

cc: The Honorable Samuel T. Biscoe, Ms. Karen Huber, Commissioner, Precinct 3,
Mr. John Wagner, P.E. – TxDOT, Ms. Patricia L. Crews-Weight, P.E. - TxDOT



AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT (MODIFIED)

County: Travis

Federal Project No:

ROW CSJ No: 2718-01-011

District: Austin

Highway: RM 2769

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Travis County, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the day of , hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. RM 2769 with the following project limits:

From: RM 620 West 0.75 miles

To: Proposed Anderson Mill Road; and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** a fixed amount toward the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check in the amount of Two Hundred Forty Thousand Dollars (\$ 240,000).

Whenever funds are paid by the **Local Government** to the **State** under this agreement, the **Local Government** shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check 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 to this highway project.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than **State** or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the **State**, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded,

the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement 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.

THE LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

District Engineer, Austin District

THE STATE OF TEXAS

Executed 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: _____
John P. Campbell, P.E.
Right of Way Division Director

Date: _____

Travis County Commissioners Court Agenda Request

²⁴
Voting Session March 17, 2009

Work Session

- I. A. Request made by: Joseph P. Gieselman, TNR Executive Manager Phone # 854 -9434
- B. Requested Text:
Consider and take appropriate action on request to approve an Interlocal Cooperation Agreement with the City of Austin for improvements to Bullick Hollow Road required to facilitate the construction of Water Treatment Plant #4, in Precinct 3
- C. Approved by: Commissioner Karen Huber, Precinct 3
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
- 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 budget 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)
- X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the 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 DEPARTMENT

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
March 9, 2009

MEMORANDUM TO: Members of Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, TNR Public Works Director

Subject: City of Austin Interlocal Cooperation Agreement for Bullick Hollow Road

Proposed Motion:

Consider and take appropriate action on request to approve an Interlocal Cooperation Agreement with the City of Austin for improvements to Bullick Hollow Road required to facilitate the construction of Water Treatment Plant #4, in Precinct 3

Summary and Staff Recommendations:

The City of Austin requests the County enter into an Interlocal Cooperation Agreement so that they can make improvements to County-maintained Bullick Hollow Road in order to facilitate safe ingress and egress to the City's Water Treatment Plant #4 construction sites. The City anticipates a large temporary increase in truck traffic on Bullick Hollow Road during the construction of its facilities. If approved the City will, at its total expense, widen the roadway to include turn lanes and a truck climbing lane. The City desires to begin construction of the roadway improvements this summer in order to stay on schedule for the construction of its new water treatment plant and raw water pump station located adjacent to the County's roadway. The construction of its plant will require the excavation of thousands of cubic yards of material which will need to be trucked from the site. The City will be responsible for maintaining the roadway throughout the construction of its water plant facilities. The proposed improvements will provide a safer roadway for the duration of the City's construction project and beyond. The addition of a climbing lane in particular will provide a long term traffic safety improvement for a section of county roadway that is regularly traveled by slower moving vehicles towing boats to and from the lake.

TNR recommends approval of the Bullick Hollow Road Interlocal Cooperation Agreement.

The County Attorney's Office has reviewed this agreement.

Budgetary and Fiscal Impacts:

There will be no cost to the County for the construction of improvements to Bullick Hollow Road or for any maintenance of the County roadway between Oasis Bluff and RM 620 that may be required during the construction of the City's project. Additionally, upon completion of the City's facilities the condition of the roadway will be evaluated by Travis County to determine the need for the City to perform any reconstruction work that may be needed to return the road to as good or better condition than it was before construction of the City's facilities.

Issues and Opportunities:

In general the Interlocal requires the City to be responsible for the management of the development of the design and construction of the roadway improvements, including (i) the development of the engineering design, plans and specifications for the roadway improvements, (ii) the surveying, (iii) the construction, (iv) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project, (v) the reconstruction and/or resurfacing of Bullick Hollow within the Project limits to ensure the pavement remains as substantially as good or better than pre-Project condition, normal wear and tear excepted, and (vi) the establishment and implementation of a public notification, education, and response process.

Specifically, the City will be making the following improvements:

1. Add a turn lane at the entrance to the Raw Water Pump Station, and appropriate signage and striping.
2. Add a climbing lane at the entrance to the Raw Water Pump Station with utilities to be placed beneath the pavement of the climbing lane, and appropriate signage and striping.
3. Relocation or abandonment of an existing water line currently within the Bullick Hollow Road right-of-way.
4. Relocation of a wastewater line within the Bullick Hollow Road right-of-way from the Raw Water Pump Station to a manhole near RR 620.
5. Provide a commercial truck driveway entrance into the Raw Water Pump Station site, with associated appurtenances, which may include retaining walls/headwalls for the associated drainage culvert beneath the driveway.
6. Add a turn lane at the entrance (near RR 620) to the Water Treatment Plant site, and appropriate signage and striping.
7. Provide a commercial truck driveway entrance into the Water Treatment Plant site, with associated appurtenances, which may include a headwall for the associated drainage culvert beneath the driveway.

8. Temporary and permanent Stormwater erosion and sedimentation controls within portions of the Bullick Hollow right-of-way to meet City and County requirements to the extent such requirements are compatible.

9. Reconstruction and/or resurfacing of Bullick Hollow Road within the Project limits if determined by the County to be necessary to ensure the pavement condition remains in substantially as-good or better than pre-Project conditions, normal wear and tear excepted.

The City anticipates advertising for construction contracts this spring and issuing a notice to proceed to start construction this summer. They expect the construction to take approximately 5 months to complete.

After the initial phase of the plant construction is completed the amount of traffic to and from the sites will drop to pre-construction levels but a small permanent staff will continue to access the site to operate and maintain the facilities. The impacts of future expansion of the plant, if any, will be addressed in a separate Interlocal Agreement.

Bullick Hollow Road and FM 2769 are the only arterial roadways that provide direct access from the Volente area to the RM 620 area. TxDot's project will widen an existing two-lane section of FM 2769 between Cedar Park and RM 620 to a four-lane facility. TxDot's construction must wait for right-of-way acquisitions and utility relocation work and, although their construction funds don't become available until FY 10, there may be some overlap of construction schedules between the two projects. In any case, the roadway improvements at both sites are to be done under traffic and no road closures are anticipated.

TNR's Natural Resources Division has an interest and stake in the work to be performed on and adjacent to Bullick Hollow Road because of following reasons:

- 1) Travis County and the City of Austin hold jointly the BCCP 10(a) permit issued by US Fish and Wildlife Permit that has restrictions on the allowed width of Bullick Hollow Rd. We need to make sure that we are not violating our federal permit.
- 2) Travis County owns several tracts of BCP land along Bullick Hollow Road - (1) on the north side between Oasis Bluff and RM620 where the main widening will occur, and (2) west of Bullick Hollow Road, we own land on both sides of this road. This preserve land is endangered species habitat for mitigation covered in our federal permit.

At early meetings with the City TNR was told that the City will be clearing and working within the existing ROW in this area, or within the strip area that USFWS had previously allowed cleared for development - therefore not causing a problem for our land or our permit.

Background:

Some environmentalists have argued that the proposed water treatment plant should be postponed because Austin residents responded favorably to water conservation regulations put in place last year. The Austin Water Utility believes the plant is needed and is moving forward with its project. The roadway improvements that are the subject of this Court item are needed to provide safe ingress and egress to the City's work sites that are immediately

adjacent to Bullick Hollow Road. TNR engineering staff agrees that these improvements are necessary to safely accommodate the anticipated construction traffic and has found the City's construction plans for this work acceptable.

Required Authorization:

Chris Gilmore, Assistant County Attorney

Attachments:

Bullick Hollow Road Interlocal Cooperation Agreement

Vicinity Map

CC:

Anna Bowlin, TNR Development Services Director

Don Ward, P.E., TNR Road & Bridge Division Director

Jon White, TNR Natural Resources Division Director

Steve Sun, P.E., TNR Public Works CIP Division Manager

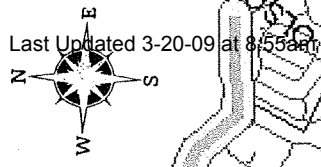
Rose Farmer, TNR Natural Resources Division

Don Grigsby, TNR Development Services

David Greear, P.E., TNR Traffic Engineering

Scott Lambert, P.E., TNR Pavement Management

Richard Duane, P.E., TNR Road & Bridge Assistant Director



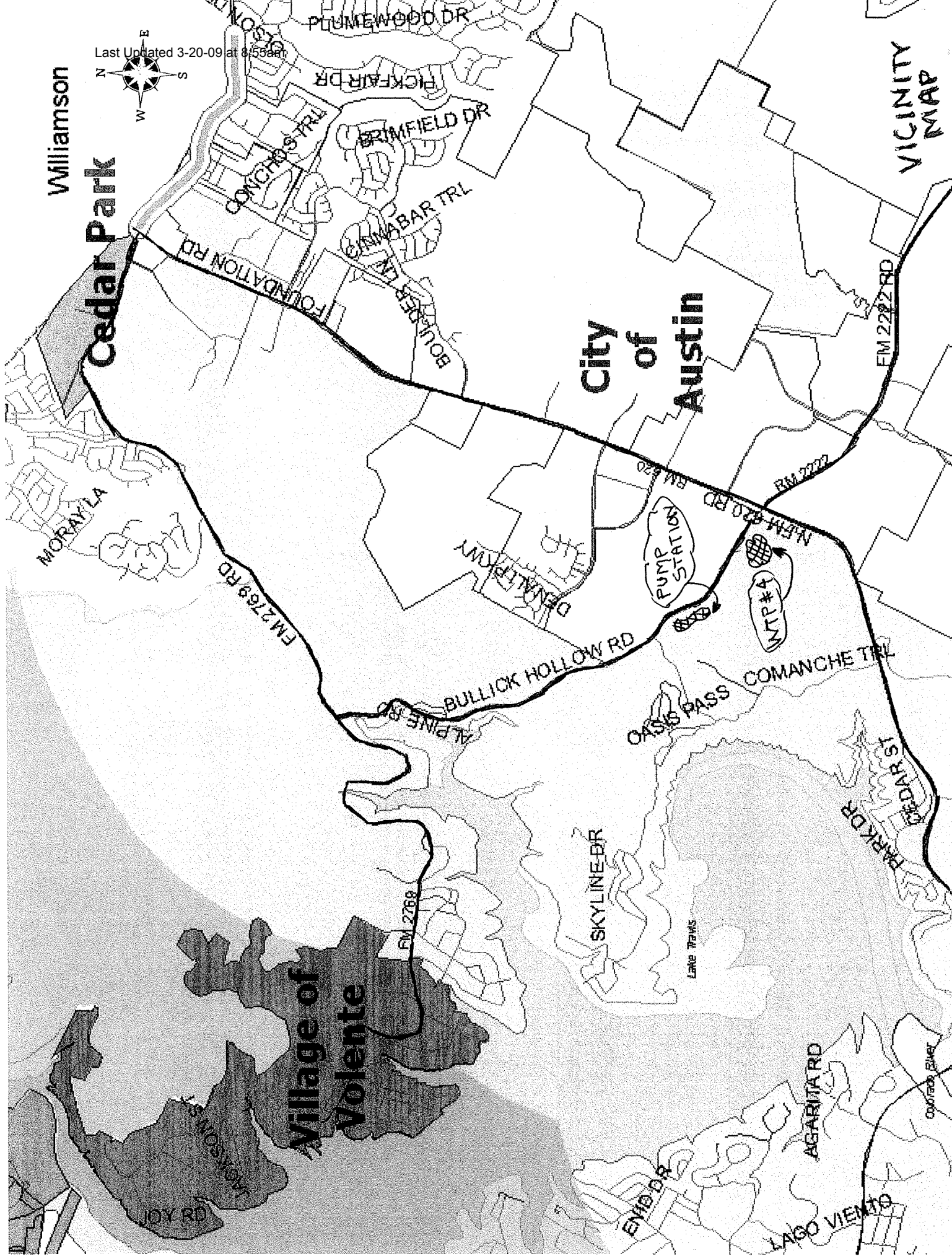
Last Updated 3-20-09 at 8:55am

Williamson

Cedar Park

City of Austin

VICINITY MAP



BULLICK HOLLOW ROAD
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND TRAVIS COUNTY

This Interlocal Cooperation Agreement is made and entered into by and between the City of Austin, Texas (the "City") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, the Parties intend to participate in the development and construction of improvements to a portion of Bullick Hollow Road generally from FM 620 to Oasis Bluff located within the County (the "Project"); and

WHEREAS, the scope and area of the Project is generally described and depicted in attached **Exhibit "A"**, and

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The City will provide the project management services for the design, development, and construction of the Project, as set forth herein.
- (b) The City's Public Works Director (the "Director") will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The Director will designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.
- (c) The County's Transportation and Natural Resources Executive Manager (the "County Manager") will act on behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County's Manager will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.
- (d) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or

any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County's Public Work's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for Public Works and the County Manager for resolution.

2. Project Development.

- (a) The City will be responsible for the management of the development of the design and construction of the Project, including (i) the development of the engineering design, plans and specifications for the roadway improvements, (ii) the surveying, (iii) the construction, (iv) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project, (v) the reconstruction and/or resurfacing of Bullick Hollow within the Project limits to ensure the pavement remains as substantially as good or better than pre-Project condition, normal wear and tear excepted, and (vi) the establishment and implementation of a public notification, education, and response process.
- (b) The plans and specifications for the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), unless otherwise agreed by the Parties.
- (c) The City will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the City for such projects, during the term of the design and construction and the City will have the City and the County named as an additional insureds with respect to such general liability and automobile liability coverage.
- (d) The City and, to the extent set forth herein, the County will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project. In addition, the City and, to the extent set forth herein, the County will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.
- (e) A County permit and associated fees shall be required only for any part of the Project within the County's unincorporated territory, provided that any fees in lieu of compliance with City Standards will be required within any portion of the City's jurisdiction. The application review process and fees

for any such permit shall be the same as the process and fee requirements that the County applies to its own road projects.

- (f) The County shall coordinate the County's review of any permit application and issuance of the permit concurrently with the County's review and approval of engineering design and plans and specifications for the Project.
- (g) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The County will provide a designated review team to expedite the review process.
- (h) While it presently appears that the Project will not require the acquisition of any additional ROW, the City will be responsible at its cost and expense for the acquisition of any right-of-way and easements required for the Project and the County will cooperate in the acquisition of any right-of-way and easements. In such an event, the City will (i) expeditiously obtain appraisals, negotiate with landowners, and file and prosecute any necessary condemnation action and (ii) inform the County of the progress of negotiations for the acquisition of the right-of-way, including any hearing dates for any condemnation proceedings.
- (i) The City Director shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the County.

3. Project Bidding & Award of Construction Contract.

The City will be responsible for the solicitation of bids for the construction of the Project based on the approved plans and specifications and in accordance with applicable state and local bidding laws, practices, and procedures, including the City's minority and women-owned businesses policy. The City will notify the County of the lowest responsible bidder and the amount of the bid for the Project and the City will approve a firm unit-price contract for the construction of the Project with the successful bidder.

4. Additional Management Duties of the City. The City hereby covenants and agrees to provide to the County:

- (a) four (4) sets of the plans and specifications for the construction of the Project;
- (b) written notice of the schedule for the advertisement for bids, award of contract, and construction of the Project;

- (c) written notice of the bid tabs for the Project;
- (d) written copy of all contracts affecting the Project, including accompanying information regarding compliance with the City's minority and women-owned businesses policy;
- (e) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the Project, including copies of invoices, statements, vouchers, or any other evidence of payment of debt, including accompanying information regarding compliance with the City's minority and women-owned businesses policy;
- (f) executed change orders, jointly approved by the City and the County, related to the Project;
- (g) sufficient notice, documentation and opportunity for the County to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the City's minority and women-owned businesses policy;
- (h) a copy of any change order request related to the Project within two (2) working days of its receipt by the City, by delivery to the County's Project Manager for review and approval;
- (i) copies of inspection test results and explanations of how unacceptable results were mitigated;
- (j) upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will furnish to the County a final construction summary and a copy of the record drawings for the County's records;
- (k) after completion of construction and during the warranty period and as additionally set forth herein, the City will monitor the roadway and require correction of any deficiencies in design or construction of the roadway or related facilities;
- (l) after a period of one year from the date of completion, if the roadway and related facilities have been constructed in accordance with contract specifications, and have passed inspection and qualify for acceptance, the City will notify the County that the Project is ready for acceptance;
- (m) transfer all Contractor's warranties, guarantees, and bonds, to the extent such are transferable, to the County and assist the County in enforcing such guarantees, warranties and bonds to the extent necessary.

5. Management Duties of the County. The County hereby covenants and agrees to:
- (a) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
 - (b) review any change order proposal for the Project and return the change order request to the City within five (5) working days of its receipt by the County's Project Manager, with a written recommendation for its disposition; respond to requests for information within three (3) working days and requests for approval of shop drawings within ten (10) working days;
 - (c) at the option of the County, perform any additional independent inspection and testing on the Project in coordination with the City's inspectors and as agreed to by the City and County Project Managers and in a timely manner; and in connection therewith, the County will designate inspectors to make any such inspections, including the joint final inspection of the completed Project with the City; provided, the County's inspectors shall communicate any issues to the City's inspectors only, and City inspectors will in turn communicate those issues to the construction contractor;
 - (d) coordinate with the City and County Project Managers, the City's inspectors, and the construction contractor, as reasonable and necessary, in making inspection(s);
 - (e) during the period prior to acceptance of the Project, refer any inquiries from the public regarding the Project to the City;
 - (f) immediately report any deficiencies observed in the construction of the Project in writing to the City's Project Manager;
 - (g) review and jointly approve the construction contractor's application for final payment;
 - (h) attend meetings at the request of the City's Project Manager; and
 - (i) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the Project, which is located within the County in accordance with standard County regulations and procedures for acceptance of public roadways and related facilities.
6. Bond and Guarantee. All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting the City and the County, for the full amount of the contract and a warranty by the

contractor executed in favor of and benefiting the City and the County, for a period of one year from the date of acceptance of the Project. The bonds shall be issued with the City and County named as co-obligees.

7. Liability. To the extent allowed by Texas law, the City and the County agree that each entity is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its negligent acts or omissions in connection with this Agreement as determined by a court of competent law. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the City. The City and the County will be included as an additional insureds on the above-referenced insurance policies and a waiver of subrogation will be provided on the auto liability, general liability and worker's compensation coverages.
8. Financial Obligations.
 - (a) For the purposes of this Agreement, the City will provide the necessary funding for the Project, which has a current budget of \$500,000.00. For the purposes of this Agreement, the County will provide project management services set forth herein as a portion of its cost of the development and construction of the Project, including any construction inspection and testing. In the event that the total cost of the Project will exceed \$500,000.00, the City will be responsible for the additional cost.
 - (b) The City shall obtain the written approval of the County for all change order requests for the Project prior to the City issuing the approved change order to the contractor, such approval not to be unreasonably withheld or delayed. The City's Project Manager shall meet with the County's Project Manager to review the contractor's progress reports and invoices for the Project before approval by the City.
 - (c) The City agrees to and shall provide funding for the development of the Project on a timely basis in order to meet its Project schedule.
 - (d) The City shall timely pay submitted invoices for the Project, which have been approved as required by this Agreement. The invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications.
9. Maintenance. In connection with the City's construction of Water Treatment Plant No.4 ("WTP 4"), the City agrees that it will provide additional maintenance services for the portion of Bullick Hollow Road from FM 620 to Oasis Bluff (the "Roadway") to address the additional construction traffic, which will use the Roadway for the duration of the period of the initial 50 MGD phase of construction of WTP 4. After acceptance of the Project and for the duration of the

period of construction of WTP 4, the City will monitor the condition of the Roadway and will coordinate with the County through their respective Project Managers to perform any necessary maintenance to the Roadway in order to ensure the performance of the Project improvements depicted in the plans and specifications and the existing roadway pavement remains in substantially as good or better than pre-Project conditions, normal wear and tear excepted and that any interference with the travelling public is minimized to the extent reasonably possible. In addition, the County Project Manager may provide the City Project Manager with a written request for maintenance and the City Project Manager will meet with the County Project Manager to agree to a schedule for such maintenance, which may be performed by City forces or contractors.

10. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the City or the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard Lazarus, Director
City of Austin
Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH COPY TO: Gordon Bowman
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Joe Gieselman, Executive Manager, TNR
P. O. Box 1748
Austin, Texas 78767

WITH COPY TO: David Escamilla
Travis County Attorney

P. O. Box 1748
Austin, Texas 78767
Attn: File No. 163.____

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Effective Date and Term. This Agreement takes effect upon the last date of due execution of the Agreement by the City and the City. This Agreement will have an initial term of one (1) year and will automatically renew for five (5) additional one year terms, unless terminated earlier.
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

CITY OF AUSTIN, TEXAS

By: _____

Name: _____

Title: _____
Authorized Representative

Date: _____

Approved as to Form:

Assistant City Attorney

TRAVIS COUNTY, TEXAS

By: _____

_____, County Judge

Date: _____

EXHIBIT A

SCOPE OF BULLICK HOLLOW ROAD PROJECT

In the course of the development of the Project, it is presently contemplated that the City will construct the following improvements to Bullick Hollow Road in the following locations and, subject to the availability of funding may construct such other improvements as are depicted on the approved plans for the Project:

1. Add a turn lane at the entrance to the Raw Water Pump Station, and appropriate signage and striping.
2. Add a climbing lane at the entrance to the Raw Water Pump Station with utilities to be placed beneath the pavement of the climbing lane, and appropriate signage and striping.
3. Relocation or abandonment of an existing water line currently within the Bullick Hollow Road right-of-way.
4. Relocation of a wastewater line within the Bullick Hollow Road right-of-way from the Raw Water Pump Station to a manhole near RR 620.
5. Provide a commercial truck driveway entrance into the Raw Water Pump Station site, with associated appurtenances, which may include retaining walls/headwalls for the associated drainage culvert beneath the driveway.
6. Add a turn lane at the entrance (near RR 620) to the Water Treatment Plant site, and appropriate signage and striping..
7. Provide a commercial truck driveway entrance into the Water Treatment Plant site, with associated appurtenances, which may include a headwall for the associated drainage culvert beneath the driveway.
8. Temporary and permanent Stormwater erosion and sedimentation controls within portions of the Bullick Hollow right-of-way to meet City and County requirements to the extent such requirements are compatible.
9. Reconstruction and/or resurfacing of Bullick Hollow Road within the Project limits if determined by the County to be necessary to ensure the pavement condition remains in substantially as-good or better than pre-Project conditions, normal wear and tear excepted.

Travis County Commissioners Court Agenda Request

Voting Session 24
3/17/09
(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. Coves at Sky Ranch Preliminary Plan in Precinct Three (Coves at Sky Ranch Preliminary Plan – 16 Total Lots: 14 Single Family lots, 1 Drainage Easement and Private Park lot, and 1 Private Street lot – 36.75 Acres – Ranch Road 2322 – No Fiscal Required - Sewage service to be provided by on-site septic facilities – City of Briarcliff ETJ).

B. Approved by:

Karen Huber
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:

Michael Hettenhausen: 854-7563 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ 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.

Last Updated 3-20-09 at 8:55am



TRANSPORTATION AND NATURAL RESOURCES


JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK UP MEMORANDUM

March 5, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager 

FROM:  Anna Bowlin, Director, Development Services

SUBJECT: Coves at Sky Ranch Preliminary Plan, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Coves at Sky Ranch Preliminary Plan in Precinct Three (Coves at Sky Ranch Preliminary Plan – 16 Total Lots: 14 Single Family lots, 1 Drainage Easement and Private Park lot, and 1 Private Street lot – 36.75 Acres – Ranch Road 2322 – No Fiscal Required - Sewage service to be provided by on-site septic facilities – City of Briarcliff ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

This preliminary plan consists of 16 total lots: 14 single family lots, 1 drainage easement and private park lot, and 1 private street lot on 36.75 acres. There are approximately 1,200 linear feet of proposed private streets proposed for this development. Parkland dedication or fees in lieu of dedication is not required with this preliminary plan and will be satisfied at final plat.

While the boundaries of this preliminary plan are located within the Village of Briarcliff's extra-territorial jurisdiction, the application is not subject to Travis County's Interim Water Quality rules or review. However, the Village of Briarcliff has ceded all review of development applications in their ETJ to Travis County. This application was reviewed for compliance to Travis County's Interim Water Quality rules and is recommended for approval.

As this preliminary plan application meets all Travis County standards, TNR staff recommends approval of the plan.

ISSUES AND OPPORTUNITIES:

The applicant received a request from Donna Garrison, an adjacent property owner, stating her opposition to the original proposed roadway alignment connecting to her property. The project has since been redesigned, and the current proposed road is not aligned to or near the adjacent property.

Since the original inquiry, staff has not been contacted regarding this application. Should staff be contacted prior to March 17, an addendum to the back up memorandum will be presented to the Court.

BUDGETARY AND FISCAL IMPACT:

None.

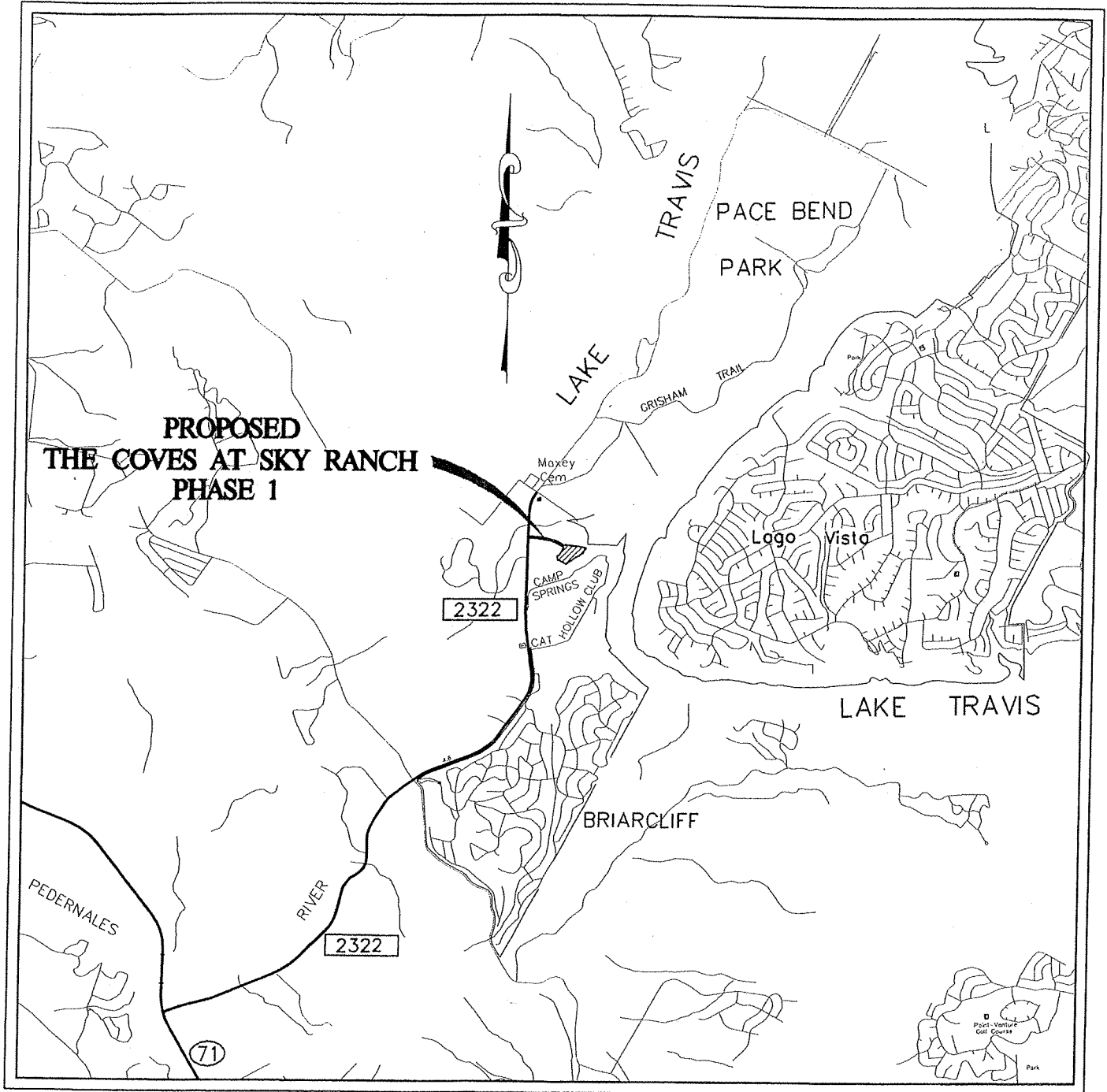
REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

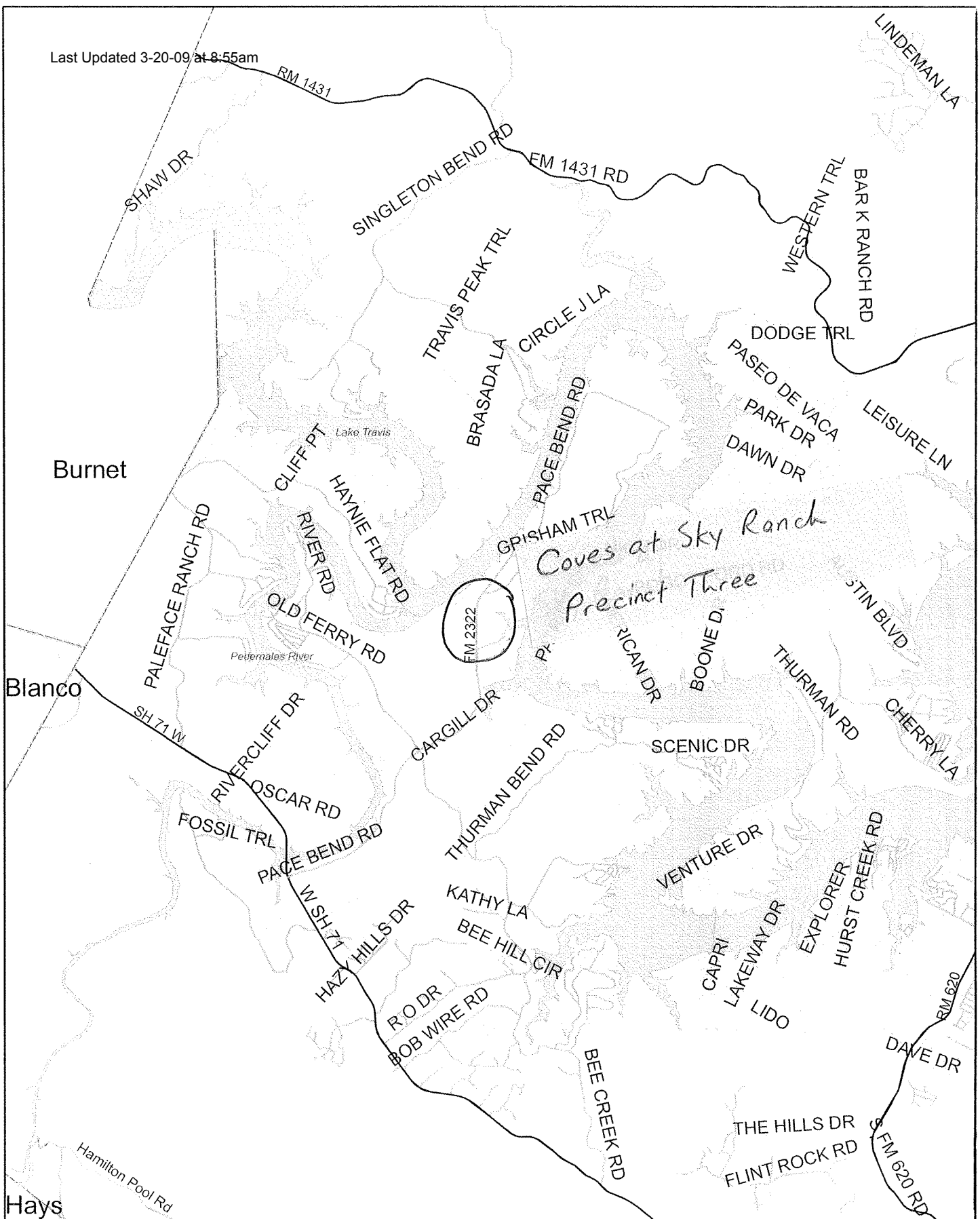
Location Map
Precinct Map
Proposed Plan

AMB: mph
1105



LOCATION MAP
NOT TO SCALE

Last Updated 3-20-09 at 8:55am



Disclaimer: Map for general reference only. Data provided "as is" with no warranties of any kind. Contact the Travis County GIS Coordinator at (512) 854-7641 for questions.

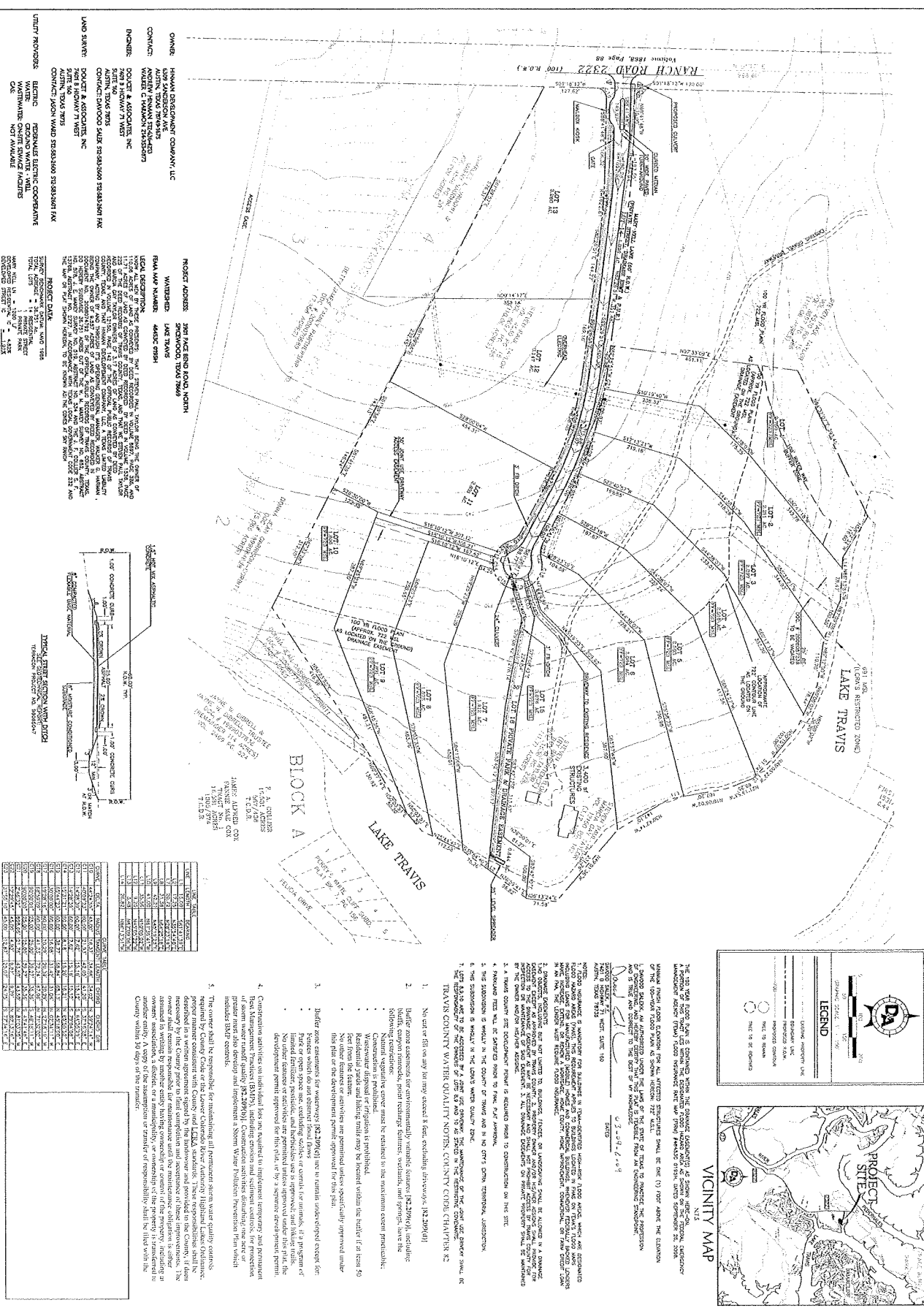
Source(s): Property Lines - TCAD 07/2007, Roads - Travis County 04/2007, Jurisdictions - 06/2007, Subdivisions - July 2006, Contours - CAPCO 1997, Creeks - NHD 2005, Flood plain - FEMA Prelim 2005.



0 9,100
Feet



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



21

Travis County Commissioners Court Agenda Request

Voting Session 3/17/09
(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 use of Travis County's alternative fiscal agreement for the Bluffs at Lake Travis, a private street subdivision in Precinct 3.

C. Approved by: Karen Huber
Commissioner Karen Huber, Precinct 3

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

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

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

X Anna Bowlin - 854-9383
Don Grigsby - 854-9383

Chris Gilmore - 854-9415
Michael Hettenhausen - 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

Date: February 26, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director - Development Services

SUBJECT: Consider and take appropriate action on the use of Travis County's alternative fiscal agreement for the Bluffs at Lake Travis, a private street subdivision in Precinct 3.

Summary and Staff Recommendation:

The developer of the subject subdivision requests to have the plat held in abeyance while the street and drainage facilities are constructed. The developer will enter into an alternative fiscal agreement with Travis County. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts. Fiscal is posted for restoration of disturbed areas should construction not be completed. Fiscal will be posted as a letter of credit.

Issues and Opportunities:

Under Alternative Fiscal the Executive Manager of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

February 26, 2009

February 26, 2009

Page 2

Restoration/Erosion Control Fiscal

The fiscal for restoration, in the amount of \$26,644.00 has been posted with Travis County in the form of a letter of credit.

Boundary Street Fiscal/Access to Publicly Maintained Road

The Bluffs at Lake Travis takes access from Haynie Flat Road. Haynie Flat Road is a Travis County maintained road.

Waste Water Service

Wastewater service for the Bluffs at Lake Travis subdivision will be onsite septic.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #08-0445. The estimated cost of the improvements includes all costs related (including temporary erosion controls, etc.) to construct all streets and drainage facilities (including all structures contributing to the total detention required, if any).

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of Alternate Fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

Background:

The Bluffs at Lake Travis covers 26.79 acres and contains 14 single family lots, 3 agricultural lots, 1 private park lot, and 1 private street lot with 1,389 linear feet of private streets.

Required Authorizations:

No additional authorizations are required.

Exhibits:

Alternate Fiscal Acknowledgment

Exhibit "A" – Description

Extension of Sixty-Day Period

Maps

PS:AB:ps

1102 Bluffs at Lake Travis

1105

Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the Executive Manager of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and acceptance of the construction by the County.

Alternative Fiscal

Alternative Fiscal Request and Acknowledgement – page 2 of 5

Executed this 9th day of February, 2009.

OWNER: FIORANO VENTURES, LLC

By: [Signature]

Name: J. W. Wood

Title: Managing Partner
Authorized Representative

17460 IH 35 N, Suite 160-350

Address

Schertz, Texas 78154

City, State

(210) 651-6931

Phone

(512) 264-1550

Fax

ACKNOWLEDGEMENT

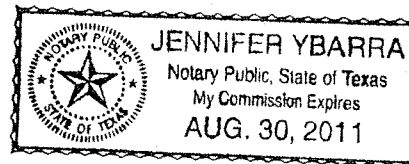
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of February, 2009, by J. W. Wood in the capacity stated herein.

Jennifer Ybarra
Notary Public in and for the State of Texas

Jennifer Ybarra
Printed or typed name of notary



My Commission Expires: Aug. 30, 2011

Alternative Fiscal Request and Acknowledgement – page 3 of 5

TRAVIS COUNTY, TEXAS:

By: _____
County Judge Samuel T. Biscoe

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____
day of _____, 2009, in the capacity stated herein.

Notary Public in and for the State of Texas

Printed or typed name of notary
My commission expires: _____

Alternative Fiscal

Alternative Fiscal Request and Acknowledgement – page 4 of 5

EXHIBIT "A"

STATE OF TEXAS:

COUNTY OF TRAVIS:

Field notes to accompany a Survey Plat of 26.79 acres out of the J. Moats Survey No. 42, Abstract No. 516 conveyed to Fiorano Ventures, LLC. recorded in Document No. 2007012411 of the Official Public Records of Travis County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. Distances shown are grid distances. Surface distances can be obtained using a surface adjustment factor of 1.00012. () denotes record information.

Beginning at a brass cap in concrete being the Northeast corner of this 26.79 acres, the Southeast corner of Tract II of 11.19 acres conveyed to James Doyle Wood in Document # 2007224351 of the Real Property Records Travis County, Texas and the West fenced right of way line of Haynie Flat Road.

Thence along the West line of fenced Haynie Flat Road and the East line of this 26.79 acres the next 7 calls are as follows:

Thence S07°43'45"W, 242.82' (S07°45'41"W, 242.90') to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence, L1, S04°57'30"W, 54.12' (S04°59'26"W, 54.13') to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence S03°44'43"E, 370.52' (S03°42'47"E, 370.57') to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence, L2, S14°30'56"E, 80.03' (S14°29'00"E, 80.04') to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence S31°44'26"E, 181.35' (S31°42'30"E, 181.37') to a cedar fence post for an angle point hereof;

Thence S32°25'54"E, 628.13' (S32°23'58"E, 628.21') to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence S31°42'14"E, 293.37' (S31°40'18"E, 293.87') to a brass cap in concrete set being the Southeast corner hereof and the Northeast corner of 10.00 acres conveyed to Gail Wayne Wood recorded in Document # 2007224352 of the Real Property Records Travis County, Texas;

Alternative Fiscal

Alternative Fiscal Request and Acknowledgement – page 4 of 5

EXHIBIT “A”

Thence along the South line of this 26.79 acres and the North line of said 10.00 acres S75°29'25"W (S75°31'15"W) at 446.55' passing a 60d nail found at 726.53' passing a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 and at 895.91' (896.02') in all to a computed point inundated the waters of Lake Travis being the Southwest corner hereof and the Northwest corner of said 10.00 acres;

Thence along the West line of this 26.79 acres the next 2 calls to a computed point inundated by the waters of Lake Travis are as follows:

Thence N21°31'56"W, 679.66' (N21°30'00"W, 679.77');

Thence N31°01'56"W, 510.73' (N31°00'00"W, 510.79') being the Northwest corner hereof also being the Southwest corner of said 11.19 acres;

Thence along the North line of this 26.79 acres and the South line of said 11.19 acres N43°27'18"E, (N43°27'53"E) at 109.93' passing a 1/2" steel stake found and in all 1143.83' (1144.10') in all to the Place of Beginning.

RECEIVED

MAR - 3 2009

TNR

**EXHIBIT 82.201(C)
EXTENSION OF SIXTY-DAY PERIOD FOR
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: February 26, 2009

Owner's Name and Address: Fiorano Ventures, LLC.
17460 I.H. 35N
Suite 160-350
Schertz, Texas 78154

CODE: 1101

Proposed Subdivision Name and Legal Description (the "Property"):

THE BLUFFS AT LAKE TRAVIS (See Exhibit "A")

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and effective as of the date set forth below.

Owner: Fiorano Ventures, LLC.

By: 

Name: J. W. Wood

Title: Managing Partner

Travis County

By: 

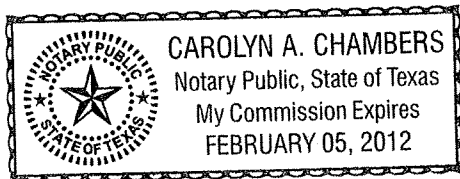
Executive Manager
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 2nd day of
March, 2009, by J. W. Wood of Travis County,
Texas known to me personally or on the basis of an approved form of identification, in
the capacity stated.



Carolyn A. Chambers

Notary Public, State of Texas

My Commission Expires: 02-05-2012

Carolyn A. Chambers

(Printed Name of Notary)

After Completing Return To:

Travis County, Texas
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767-1748

Attention: Michael Hettenhausen, Planner

EXHIBIT "A"

STATE OF TEXAS:

COUNTY OF TRAVIS:

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Thence S31°42'14"E, 293.37' (S31°40'18"E, 293.87') to a brass cap in concrete set being the Southeast corner hereof and the Northeast corner of 10.00 acres conveyed to Gail Wayne Wood recorded in Document # 2007224352 of the Real Property Records Travis County, Texas;

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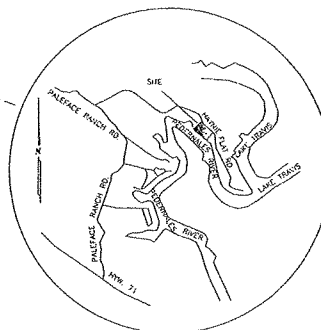
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Thence N21°31'56"W, 679.66' (N21°30'00"W, 679.77');

Thence N31°01'56"W, 510.73' (N31°00'00"W, 510.79') being the Northwest corner hereof also being the Southwest corner of said 11.19 acres;

Thence along the North line of this 26.79 acres and the South line of said 11.19 acres N43°27'18"E, (N43°27'53"E) at 109.93' passing a 1/2" steel stake found and in all 1143.83' (1144.10') in all to the Place of Beginning.

SHT. 6 OF 8



LOCATION MAP
NTS.

SCALE: 1"=100'

LEGEND:

- DENOTES 1/2" ST. SK. SET WITH PLASTIC CAP STAMPED RPLS 1877
- DENOTES 1/2" ST. SK. FND.
- ⊙ DENOTES 60-D NAIL FND.
- △ DENOTES COMPUTED POINT
- () DENOTES RECORD INFORMATION
- ⊗ DENOTES 14" HACKBERRY
- DENOTES BRASS MONUMENT SET STAMPED "1877" WITH BENCH MARK ELEVATION SHOWN TO NAVD 29 DATUM
- ◆ DENOTES FENCE POST
- * DENOTES WIRE FENCE

SHT. 5 OF 8

SHT. 4 OF 8

SHT. 3 OF 8

Willis-Sherman Associates, Inc.



LAND SURVEYORS AND PLANNERS
310 MAIN • MARBLE FALLS, TEXAS • 78654
(830) 693-3566 FAX (830) 693-5362

JUNE 9, 2008
FINAL PLAT OF
THE BLUFFS AT LAKE TRAVIS

SHEET 2 OF 7

OFFICE D. WILLIS
FIELD J. MARTINKA

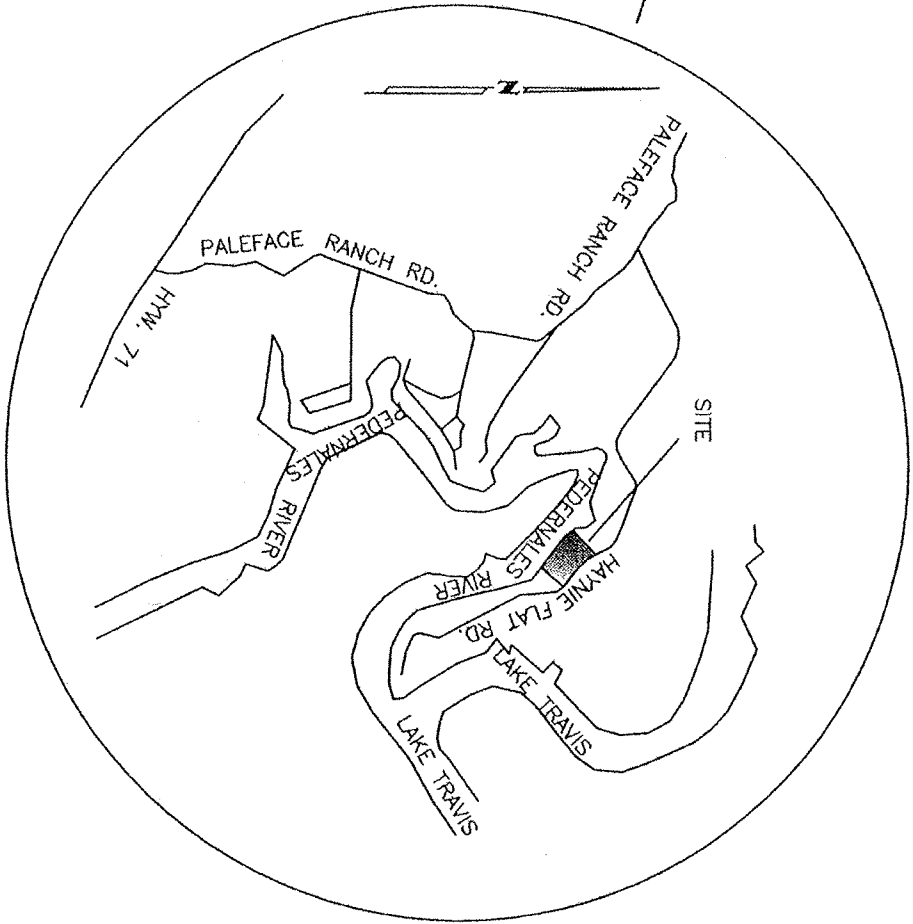
JOB NO. 12282
FIELD BOOK NO. N/A

A:\New Projects\2007\12282 THE BLUFFS\2008\06\09\23 31 Data James Frisley

Bluffs at Lake Travis

Last Updated 3-20-09 at 8:55am

LOCATION MAP
NTS.



Starts at Lake Travis

Last Updated 3-20-09 at 8:55am

Legend

Roadway Type

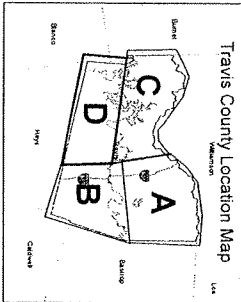
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Reflection of Dedication
- Undedicated Private
- Railroad

Water

- Creek
- Water Body
- Park or Preserve
- Incorporated Area

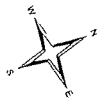
County Boundary

- Commissioner Precinct
- Precinct 2
- Precinct 3



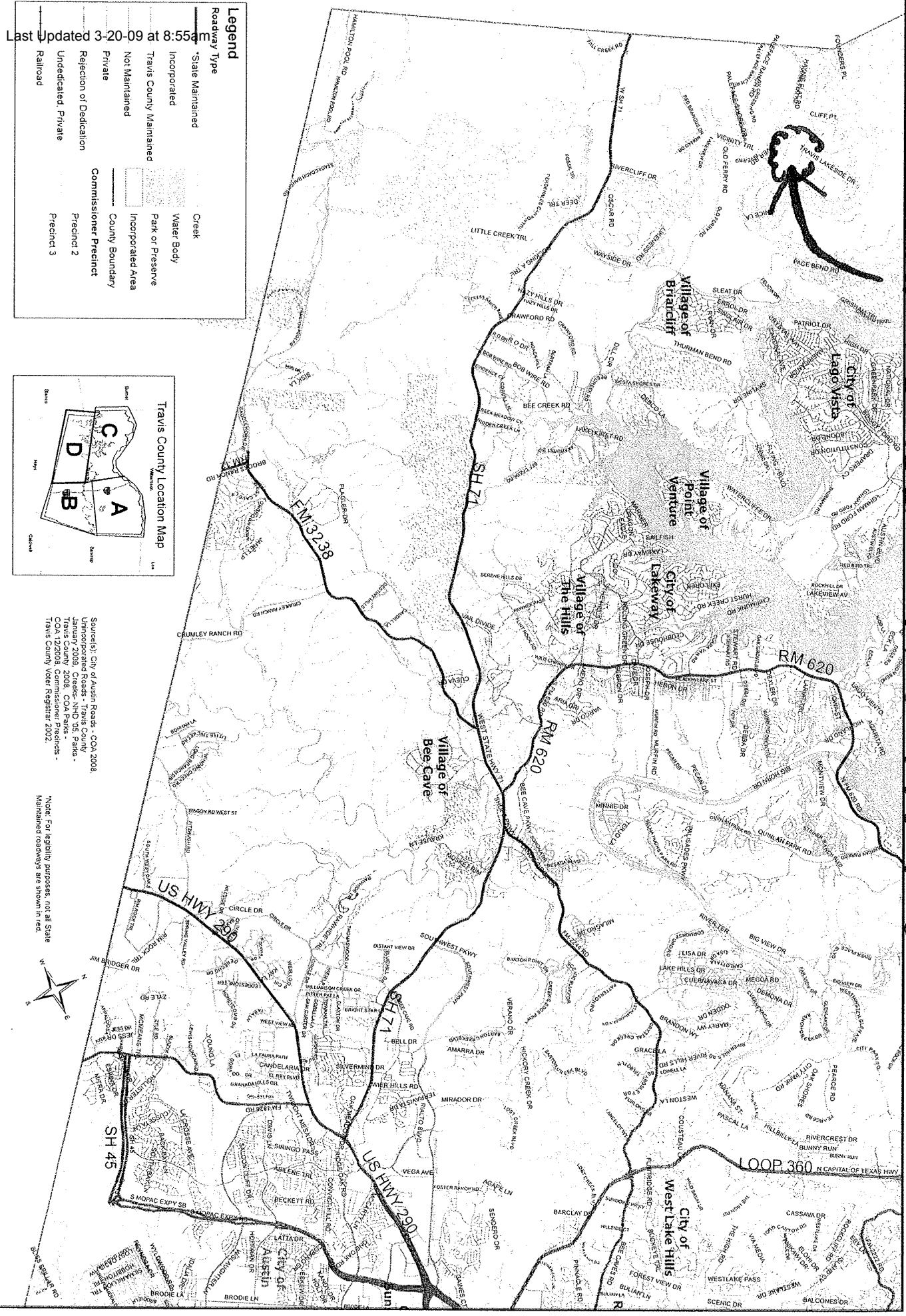
Sources: City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2008, Creeks - NHD '05, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.

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



0 1 Miles

Travis County Roadways, Map D



22

Travis County Commissioners Court Agenda Request

Voting Session 3/24/09
(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 the following:

- A. **Revised Preliminary Plan in Precinct Three: RGK Ranch, Revised Preliminary Plan (1 lot being divided into 2 lots, 1509 total lots, 1595.8 acres – No fiscal is required for this preliminary plan – State Highway 71 - Sewage service to be provided by the Lazy Nine Municipal Utility District, No ETJ).**
- B. **Final Plat in Precinct Three: Lot 15B, Block 2, RGK Ranch Commercial Unit A, (1 commercial/mixed use) – 2.140 acres – No fiscal is required for this final plat – State Highway 71 - Sewage service to be provided by the Lazy Nine Municipal Utility District, No ETJ).**

C. Approved by:

Karen Huber
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:

Joe Arriaga: 854-7562

Anna Bowlin: 854-7561

Teresa Calkins: 854-7569

RECEIVED
COUNTY JUDGES OFFICE
09 FEB 13 PM 2:39

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

February 10, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services

SUBJECT: RGK Ranch Revised Preliminary Plan and Final Plat

PROPOSED MOTION:

- A. Revised Preliminary Plan in Precinct Three: RGK Ranch, Revised Preliminary Plan (1 lot being divided into 2 lots, 1509 total lots, 1595.8 acres – No fiscal is required for this preliminary plan – State Highway 71 - Sewage service to be provided by the Lazy Nine Municipal Utility District, No ETJ).**
- B. Final Plat in Precinct Three: Lot 15B, Block 2, RGK Ranch Commercial Unit A, (1 commercial/mixed use) – 2.140 acres – No fiscal is required for this final plat – State Highway 71 - Sewage service to be provided by the Lazy Nine Municipal Utility District, No ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

Background History

The subject property is located south of State Highway 71 West. This preliminary plan was submitted for review to Travis County's Transportation and Natural Resources Department (TNR) on March 14, 2005. On June 17, 2005, the applicant requested an exception to the Commissioner's Court suspension of the acceptance of preliminary plans for the purpose of updating the County's Subdivision Regulations for possible adoption of water quality regulations. On June 30, 2005, the Executive Manager for Transportation and Natural Resources granted a hardship to the applicant pursuant *Section 82.203 to Standards for Construction of Streets and Drainage in Subdivisions*. The Executive Manager granted this hardship upon the applicant's commitment to comply with the following: 1) development for the entire preliminary plan will be less than 20% impervious cover, 2) adopt the buffer zones for waterways as required by interim rules, 3) agree to an Integrated Pest Management Program for the proposed

development, 4) require a native vegetation throughout the development, and 5) impose night lighting restrictions on the development. Consequently, the proposed preliminary plan did not trigger compliance with Travis County Subdivision Interim Rules. In addition the application was filed prior to the effective date of the rules (July 25, 2005).

The applicant is currently requesting a revision to previously approved preliminary plan to divide Lot 15 Block 2 (a 63.87 acre Mixed Use/Commercial Reserve lot) into two lots (Lot 15A comprising of 61.73 acres and Lot 15B comprising of 2.14 acres). The proposed land use on Lots 15A and 15B is consistent with the approved preliminary plan. This proposed revision will not increase the impervious cover or the amount of the commercial acres approved for the entire development.

The applicant is satisfying the conditions approved with the original approved preliminary plan with the final plat as follows: 1) Execute an Integrated Pest Management Program for the proposed development and 2) impose night lighting restrictions on the development. The applicant was also required to modify some of the conditions of the Phasing Agreement (See attached). Lastly, the applicant is required to send the non-residential notice to those affected such as: all neighborhood and homeowners associations, Local ESD, Local School, and Travis County Fire Marshall. (See attached notice sent by the applicant).

Texas Department of Transportation (TXDOT) has reviewed the preliminary plan and has approved the two access points to State Highway 71. According to TXDOT, the entrances to the proposed development shall be designed to provide a median turn lane and expanded shoulders at each driveway entrance; the intent is to provide safe and efficient connections to State Highway 71. There is an existing driveway from State Highway 71 onto Lot 15B.

Additionally, the applicant has obtained approval from the Lower Colorado River Authority for the master plan for compliance with Alternative Performance Standards established by the Highland Lakes Watershed Ordinance.

Travis County is the park provider and the applicant will satisfy parkland requirement prior to final plat approval. TNR staff recommends approval of the revised preliminary plan and final plat as they meet all Travis County standards.

ISSUES:

Staff has not received any inquiries from any adjacent property owner or neighborhood associations.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

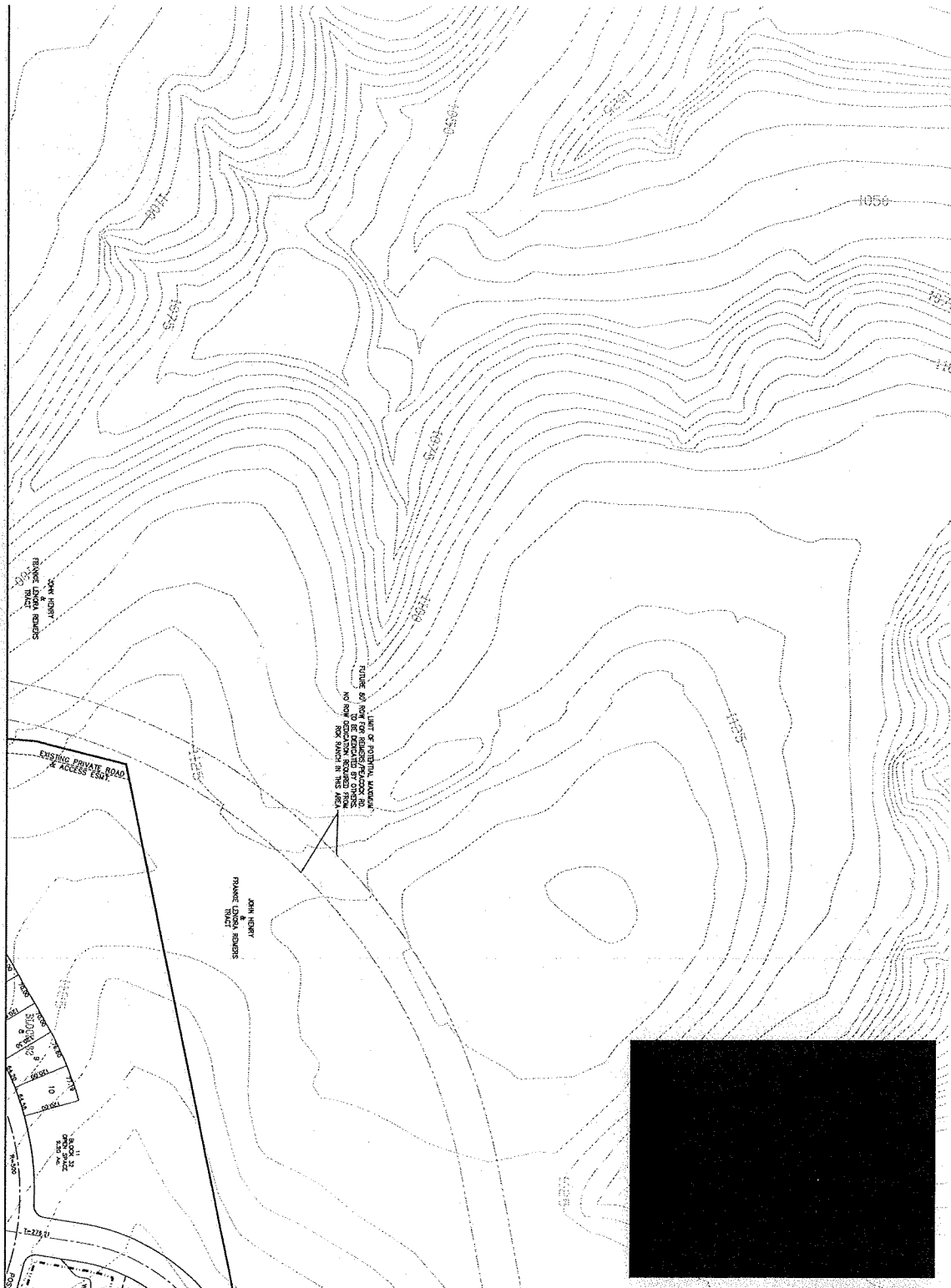
None.

EXHIBITS:

Location map, IPM, Lighting Agreement, proposed revised plan.

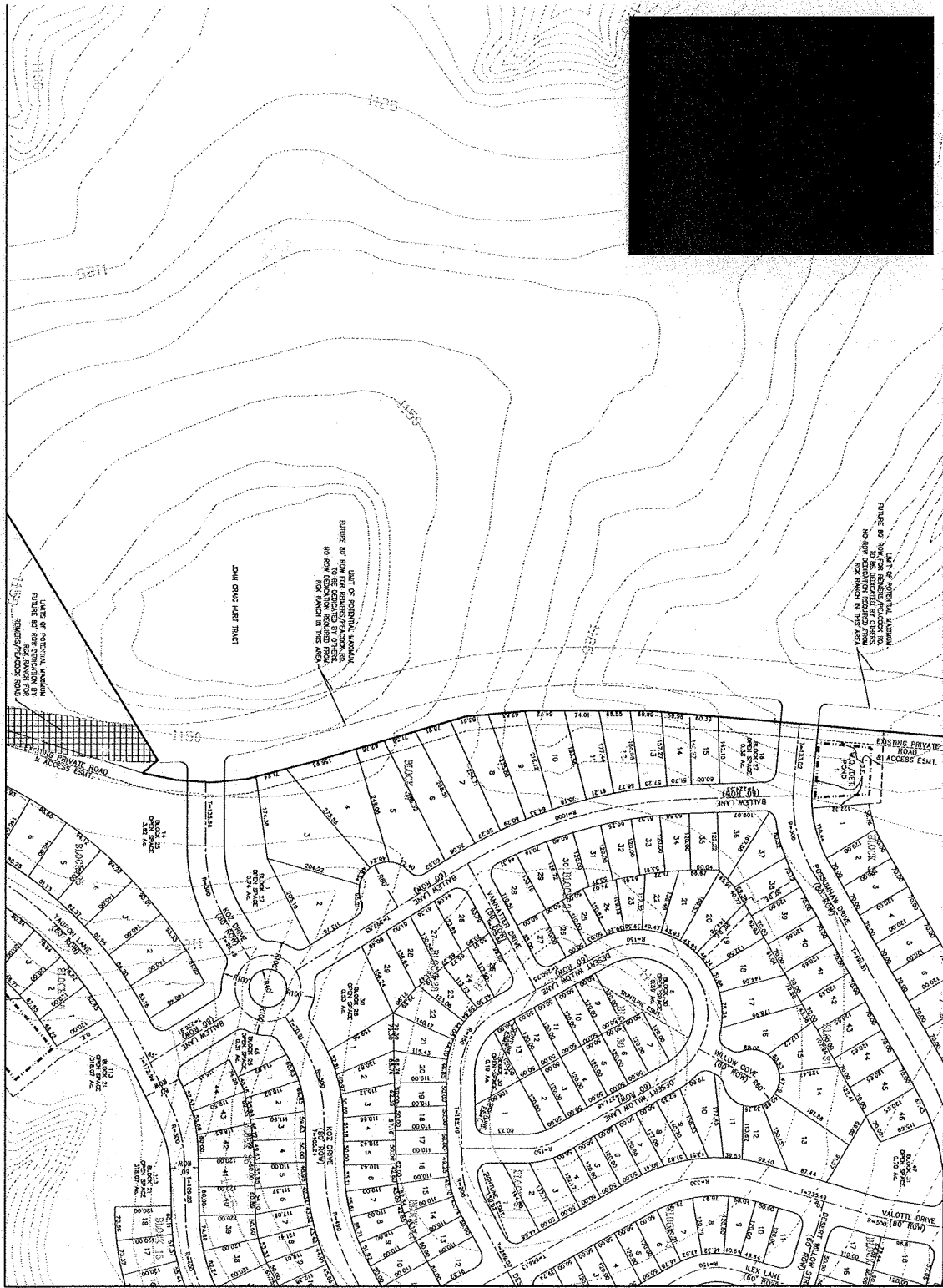
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MATCHLINE SHEET 3



MATCHLINE SHEET 4

MATCHLINE SHEET 2

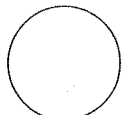


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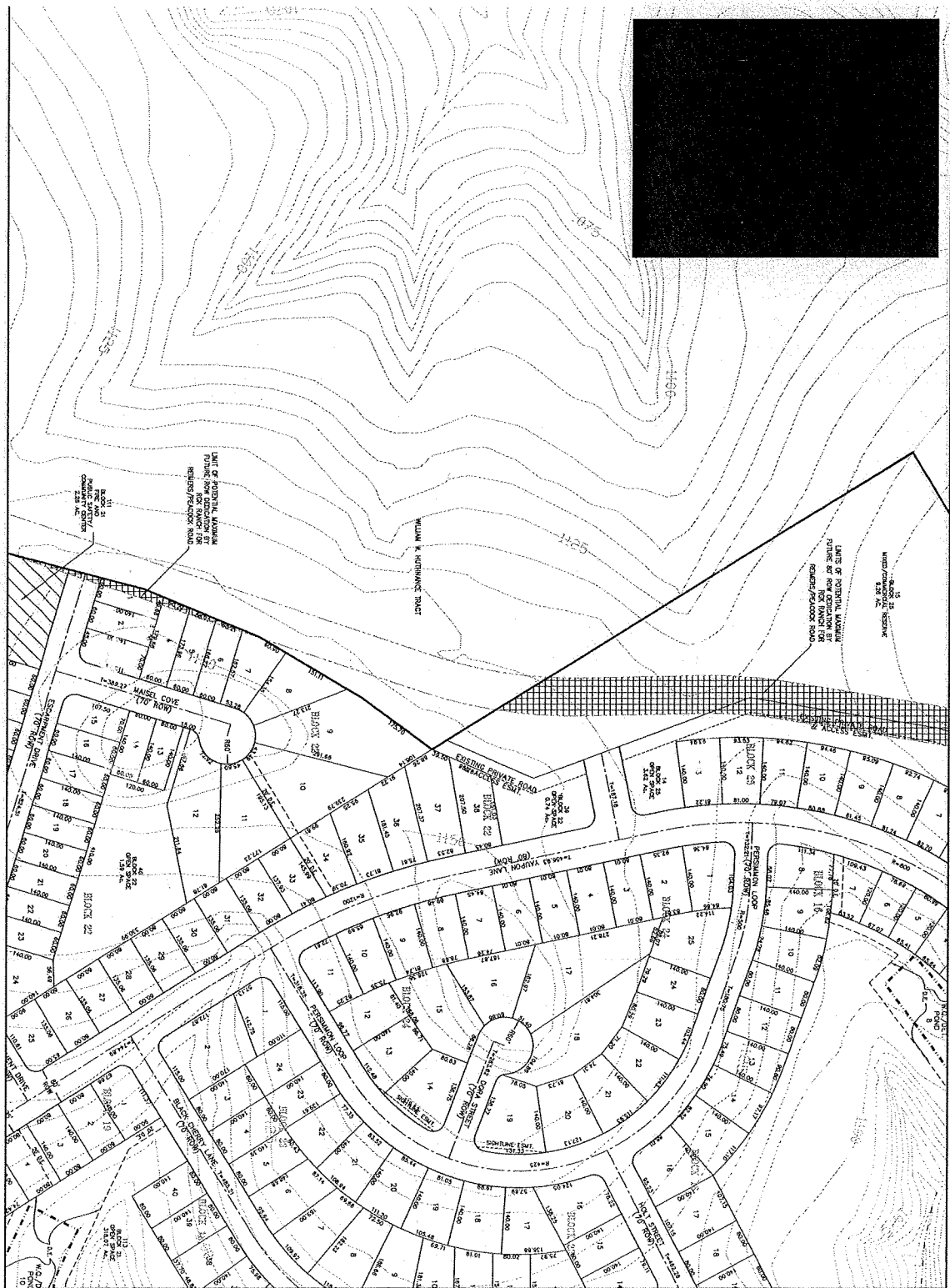
Gateway
 PLANNING GROUP
 1508 SO. LAMAR BLVD.
 AUSTIN, TX 78704
 (512) 537-6848 - PH.
 (512) 445-7084 - FAX
 GATEWAYPLANNING.COM

RGK RANCH
 AUSTIN, TEXAS
 PRELIMINARY PLAN

REVISIONS:		
NO.	DATE	COMMENTS



MATCHLINE SHEET 3



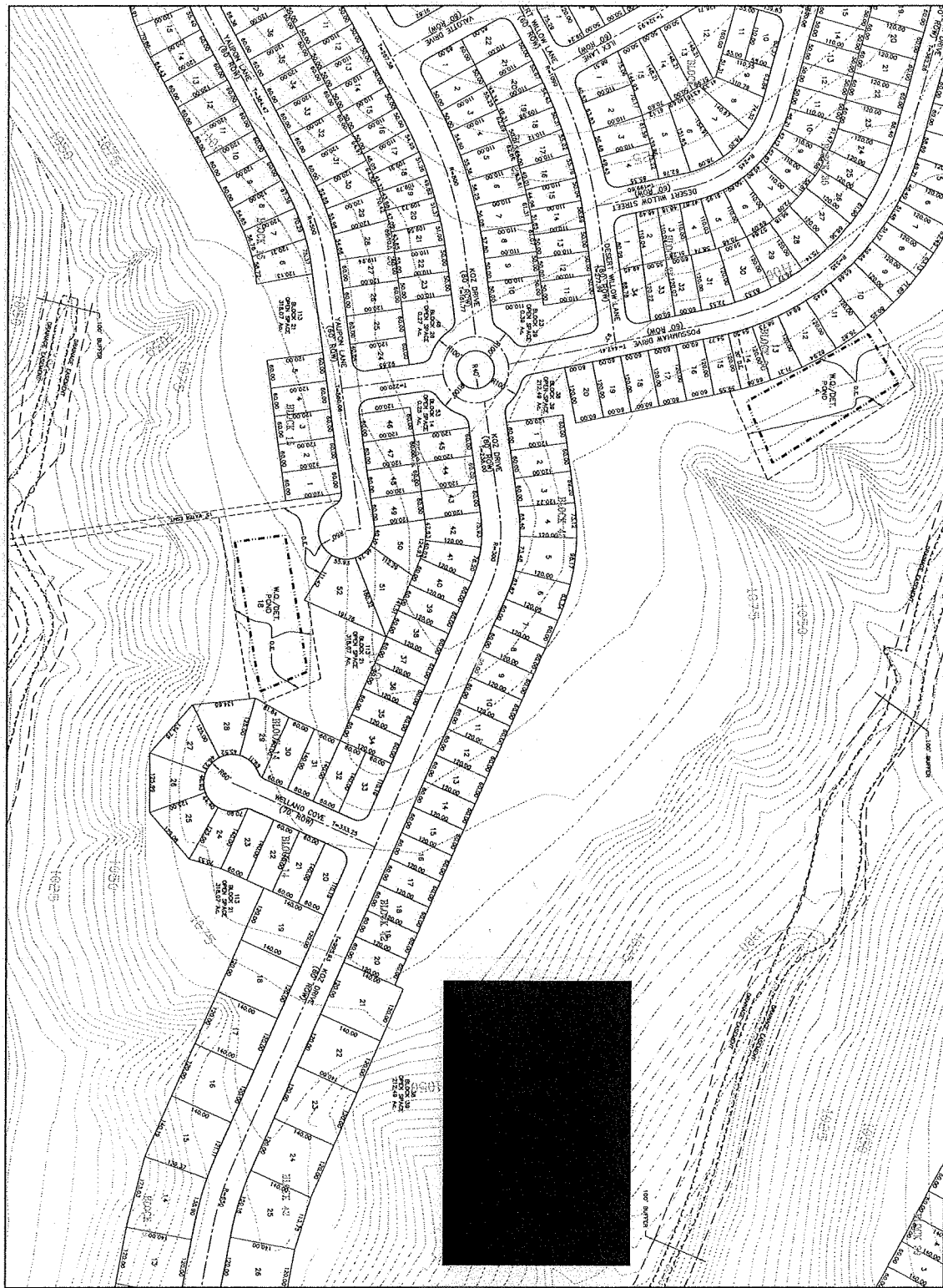
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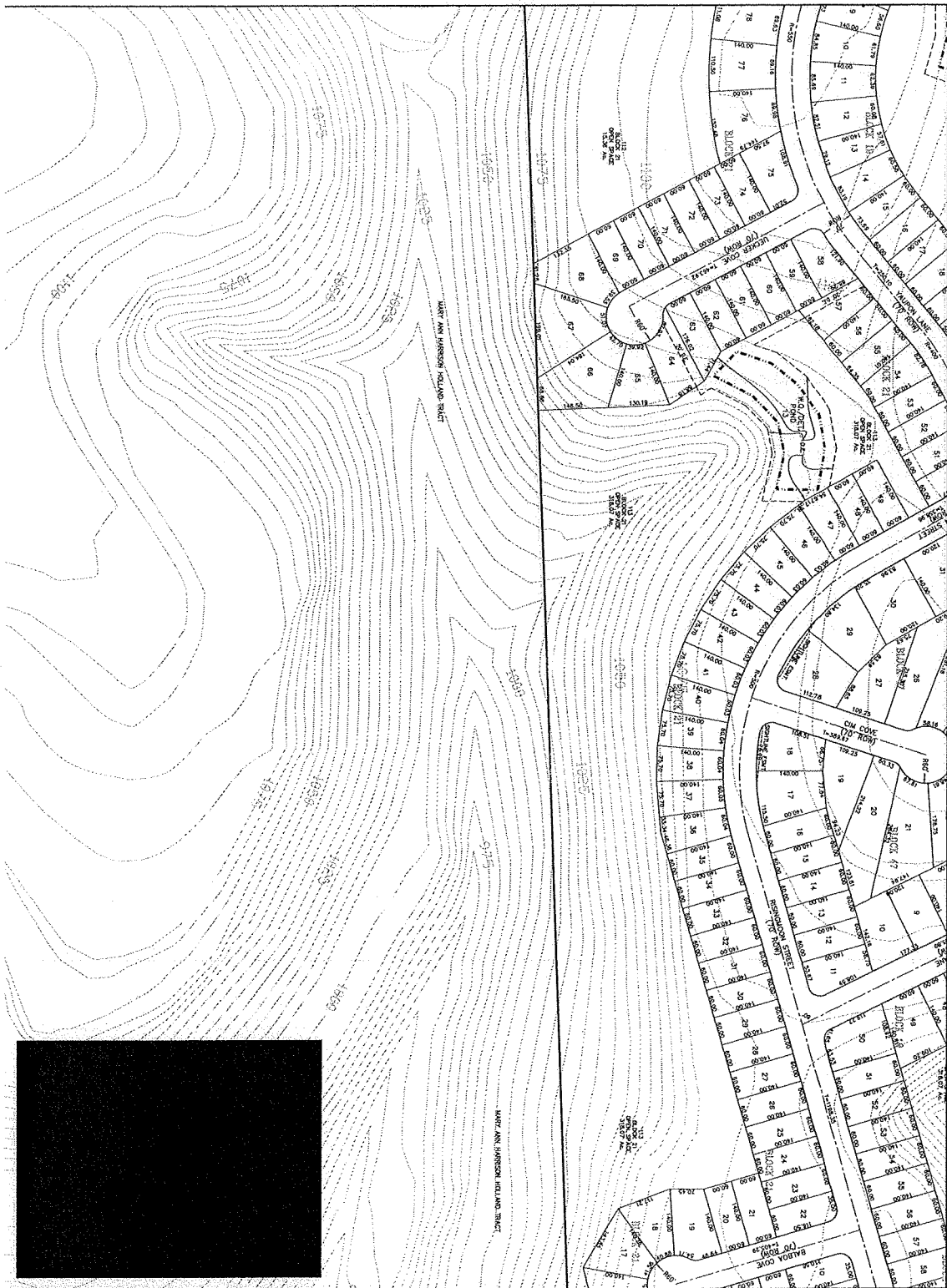
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MATCHLINE SHEET 11

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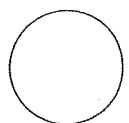
MATCHLINE SHEET 8

MATCHLINE SHEET 13

Gateway
 PLANNING GROUP
 1508 SO. LAMAR BLVD.
 AUSTIN, TX 78704
 (512) 637-6848 - PH.
 (512) 445-7064 - FAX
 GATEWAYPLANNING.COM

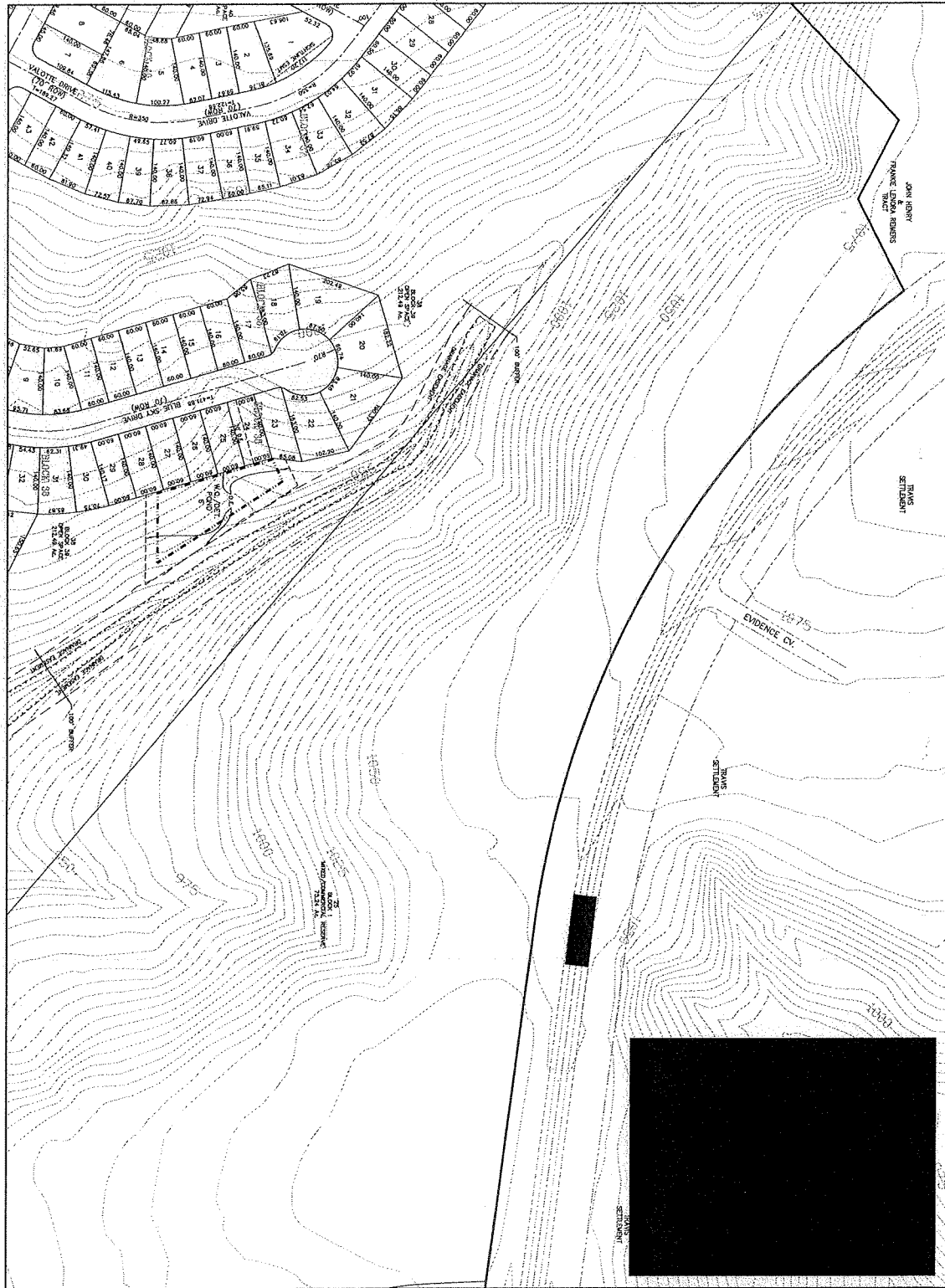
RGK RANCH
 AUSTIN, TEXAS
 PRELIMINARY PLAN

REVISIONS:		
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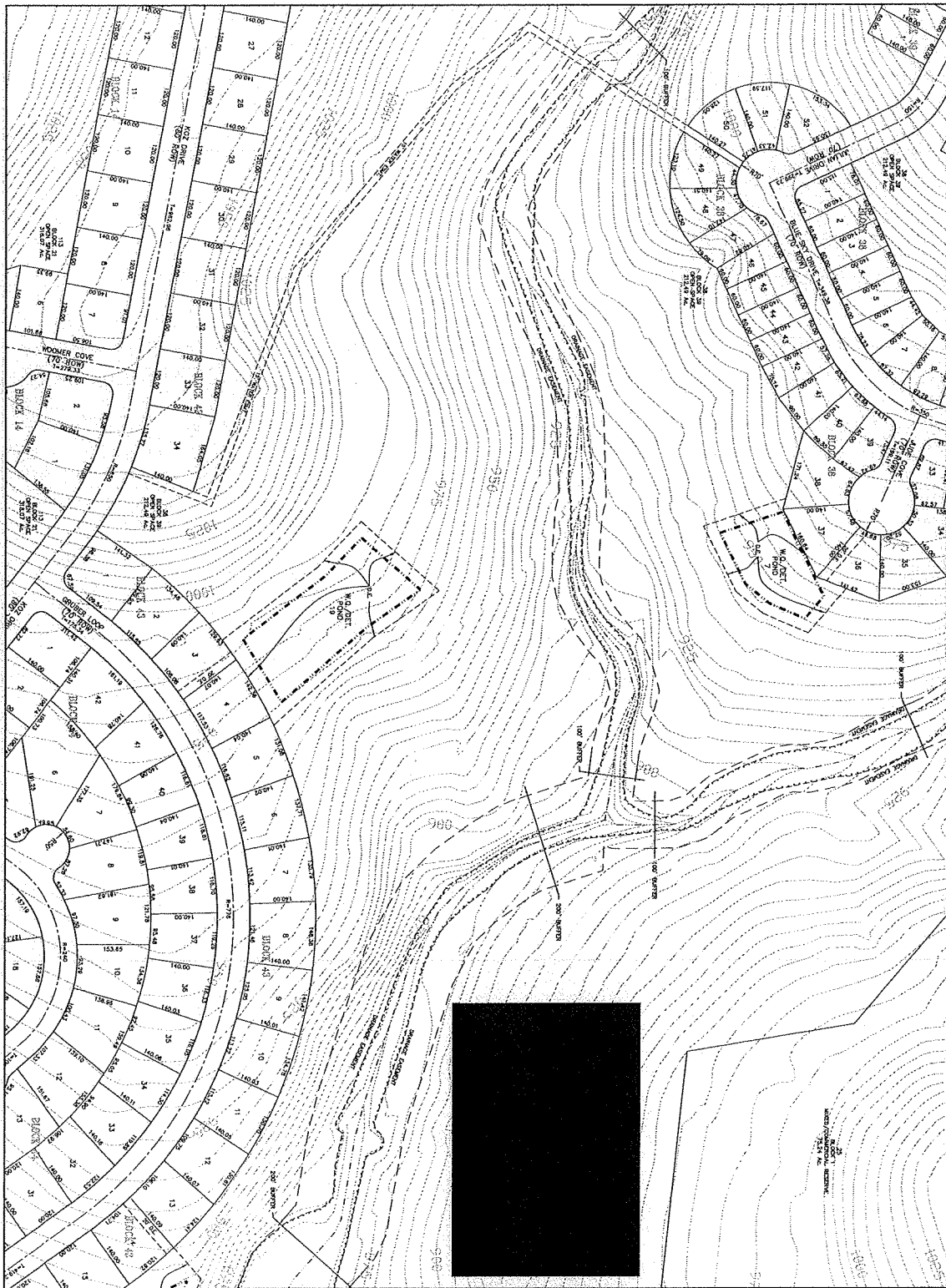
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MATCHLINE SHEET 10



MATCHLINE SHEET 15

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SHEET: PP 11

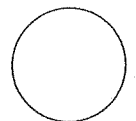
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PLANNING GROUP
1508 SO. LAMAR BLVD.
AUSTIN, TX 78704
(512) 637-0046 - PH.
(512) 445-7064 - FAX
GATEWAYPLANNING.COM

RGK RANCH
AUSTIN, TEXAS

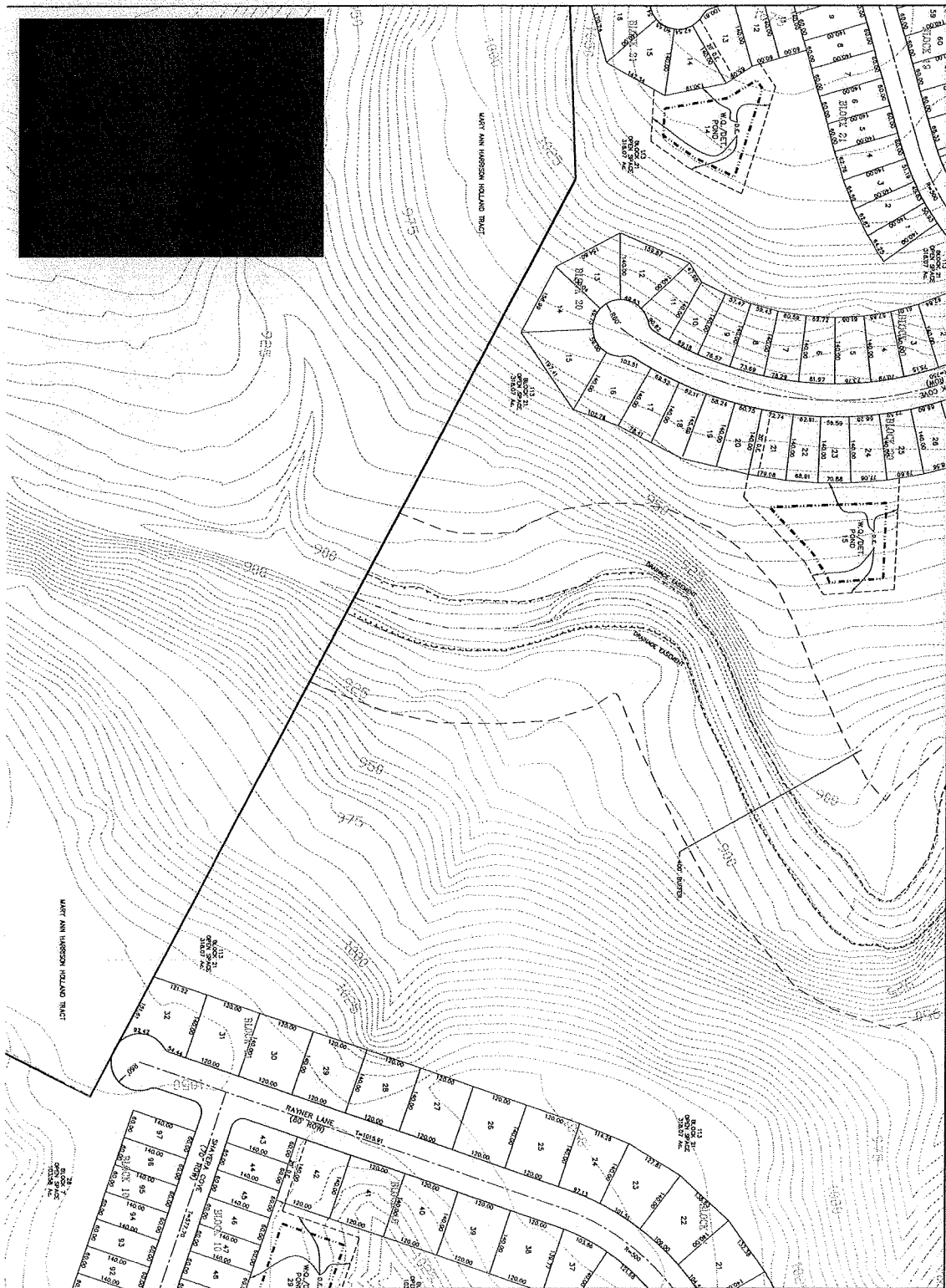
PRELIMINARY PLAN

REVISIONS:

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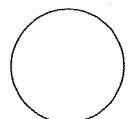
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Gateway
 PLANNING GROUP
 1508 SO. LAMAR BLVD.
 AUSTIN, TX 78704
 (512) 837-8848 - PH.
 (512) 445-7084 - FAX
 GATEWAYPLANNING.COM

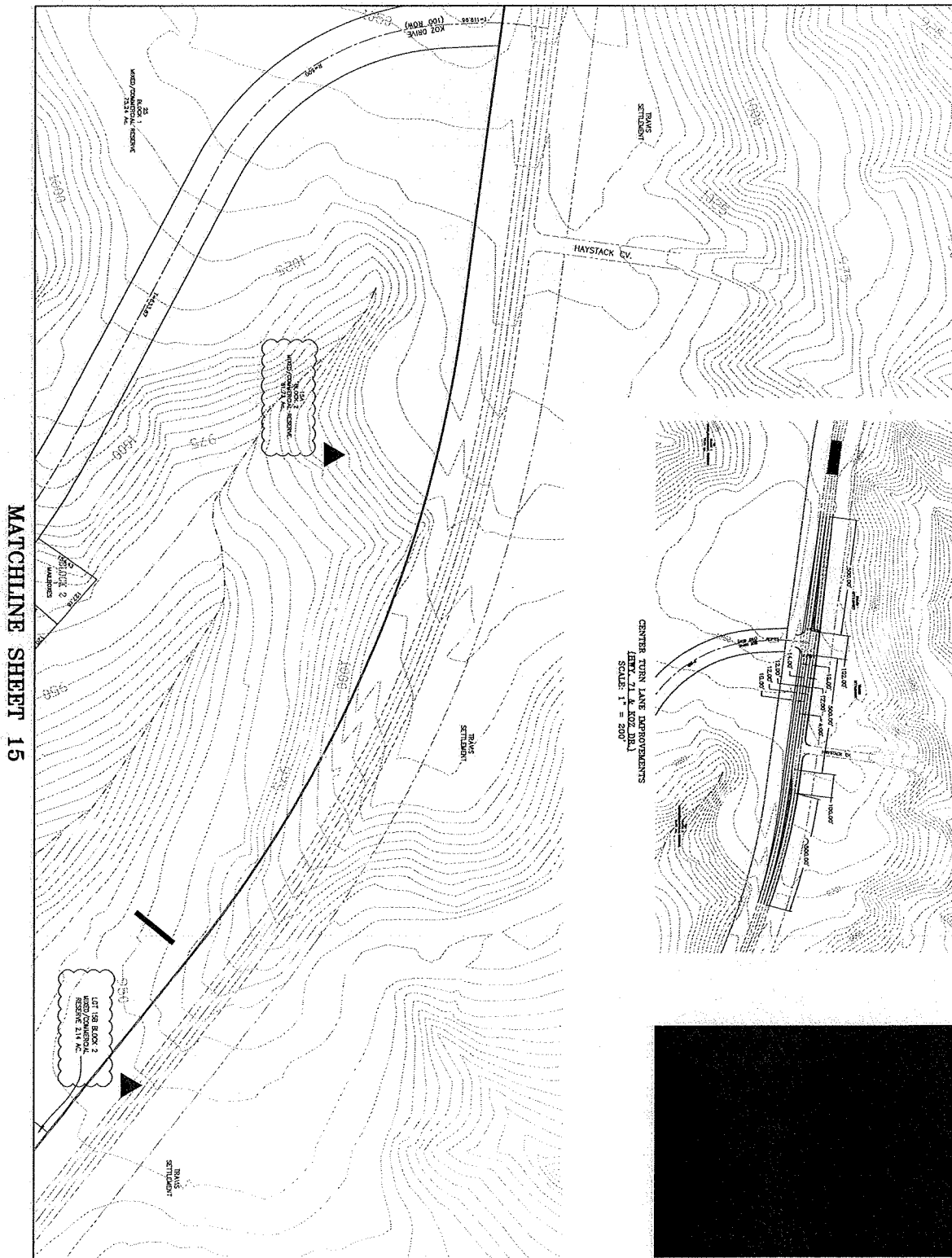
RGK RANCH
 AUSTIN, TEXAS
 PRELIMINARY PLAN

REVISIONS:

NO.	DATE	COMMENTS




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MATCHLINE SHEET 15

CENTER TURN LANE IMPROVEMENTS
(HWY. 71 & KOZ. DR.)
SCALE: 1" = 200'

[illegible]

DATE:	01/07	 <p>1508 SO. LAMAR BLVD. AUSTIN, TX. 78704 (512) 637-8848 - PH. (512) 445-7084 - FAX GATEWAYPLANNING.COM</p>
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SHEET:	PP 14	

RGK RANCH
AUSTIN, TEXAS
PRELIMINARY PLAN

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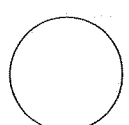


MATCHLINE SHEET 19

Gateway
 PLANNING GROUP
 1508 SO. LAMAR BLVD.
 AUSTIN, TX. 78704
 (512) 837-8848 - PH.
 (512) 445-7084 - FAX
 GATEWAYPLANNING.COM

RGK RANCH
 AUSTIN, TEXAS
 PRELIMINARY PLAN

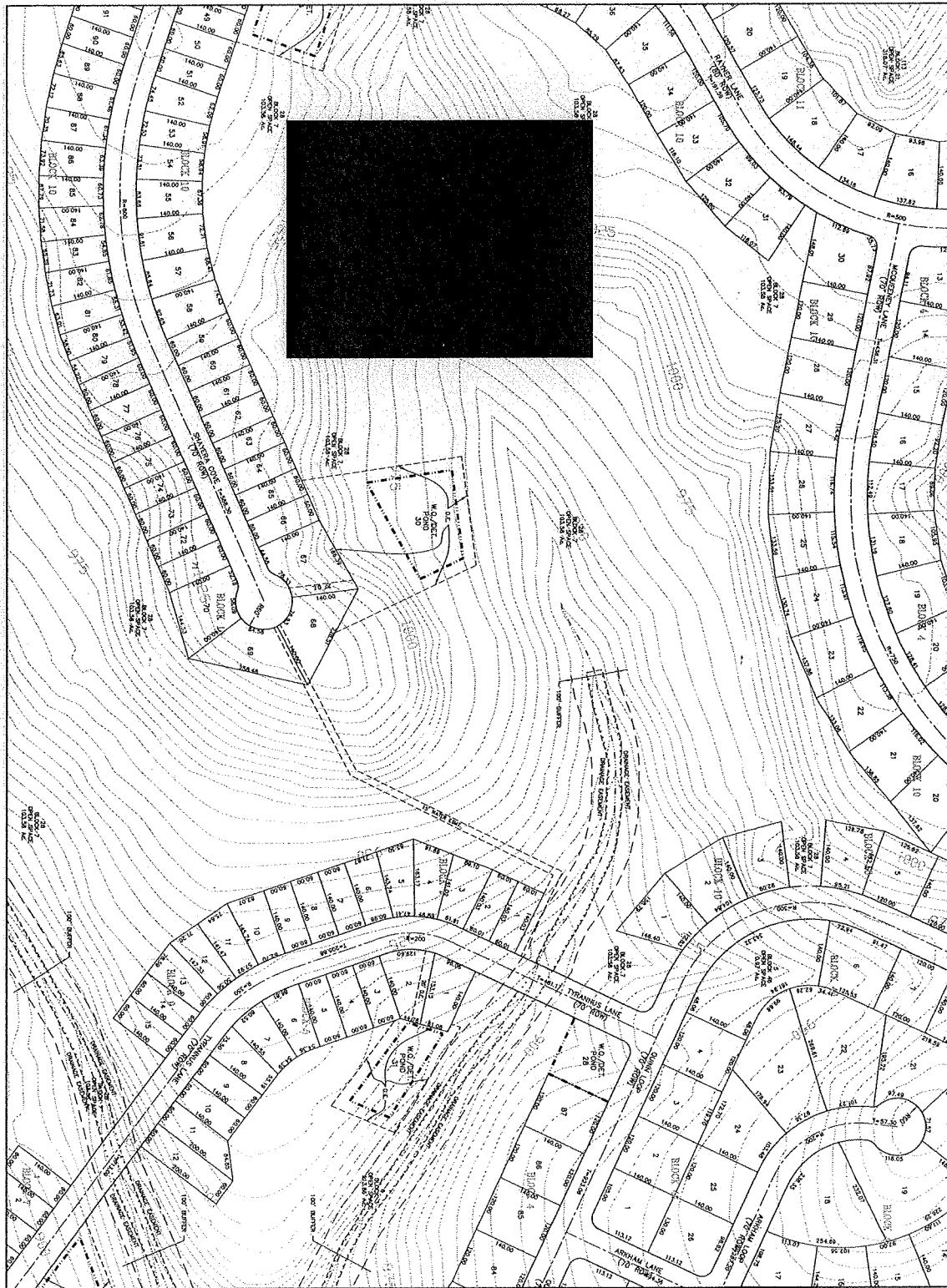
REVISIONS:		
NO.	DATE	COMMENTS
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MATCHLINE SHEET 18

MATCHLINE SHEET 16

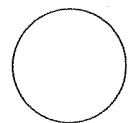


MATCHLINE SHEET 21

Gateway
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 (512) 637-6846 - PH.
 (512) 445-7064 - FAX
 GATEWAYPLANNING.COM

RGK RANCH
 AUSTIN, TEXAS
 PRELIMINARY PLAN

REVISIONS:		
NO.	DATE	COMMENTS

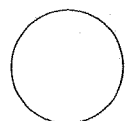


This is a topographic map showing a mountainous region. The map features numerous contour lines indicating elevation. Key labels include "MARTIN HARRISON HOLDING TRACT" in two locations. A large black rectangular area is present in the upper left corner. The map also shows a road or path running diagonally across the upper portion. A small circular feature is visible near the bottom center. The map is oriented with North at the top.

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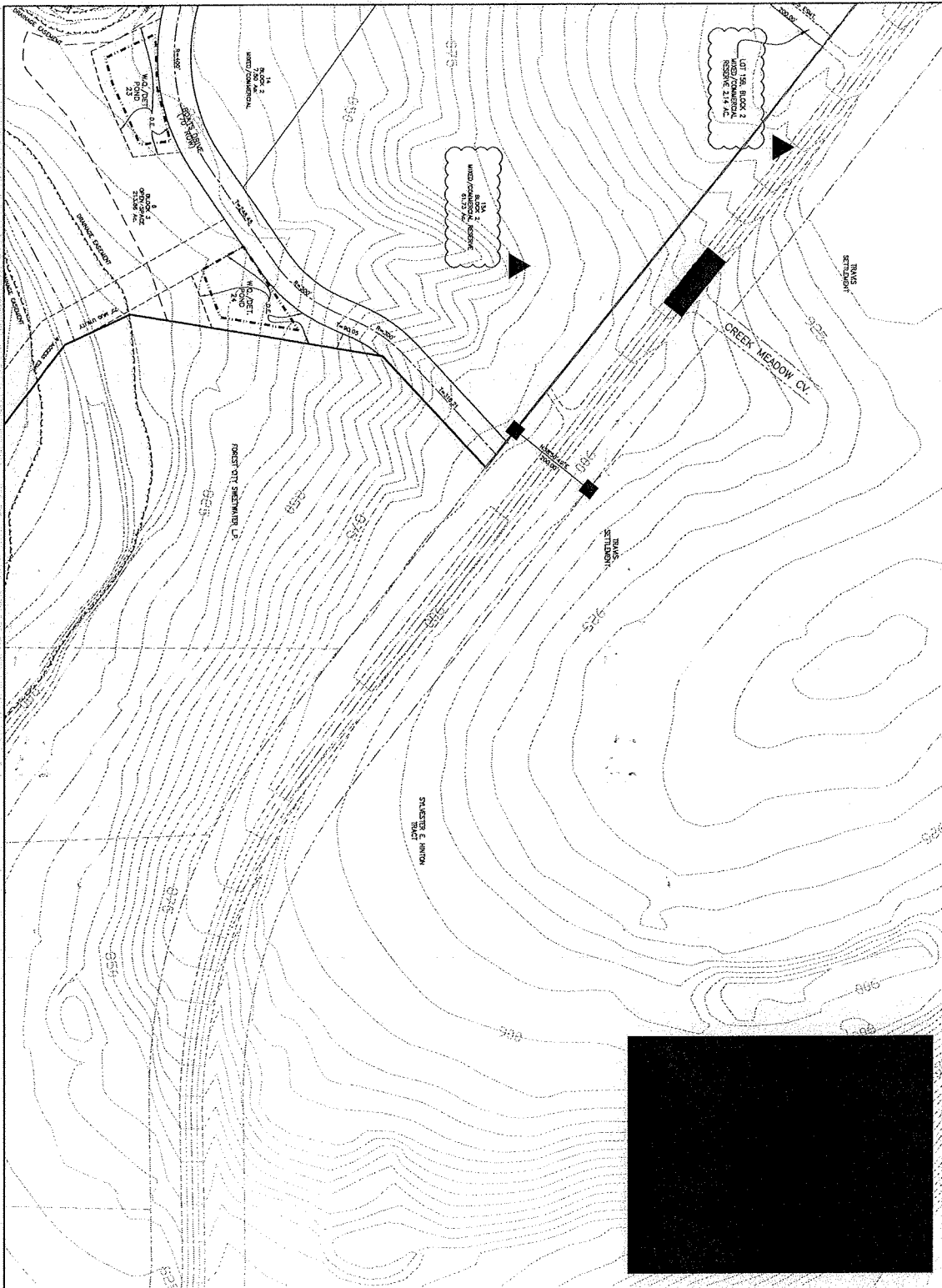
Gateway
PLANNING GROUP

RGK RANCH
AUSTIN, TEXAS
PRELIMINARY PLAN

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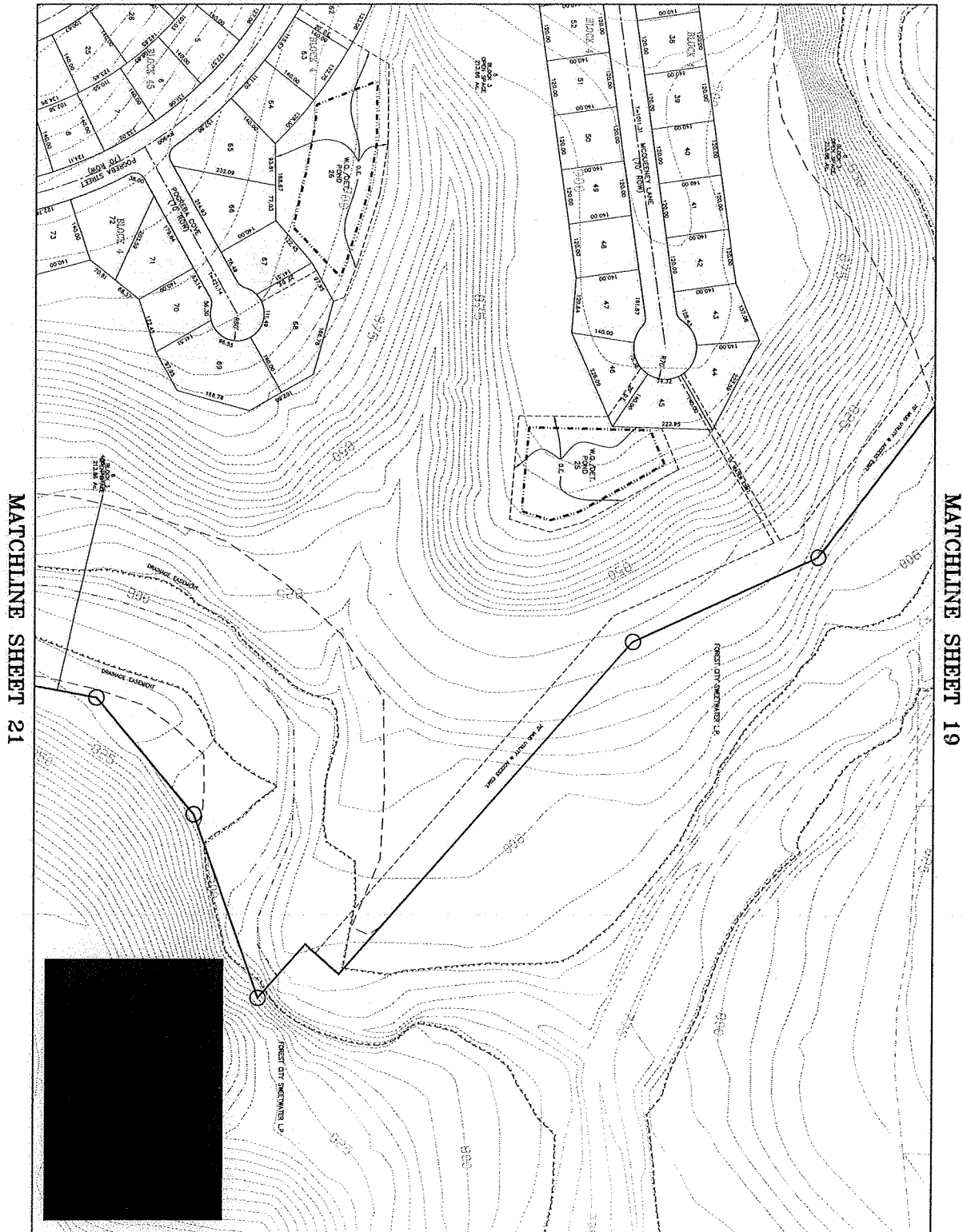
MATCHLINE SHEET 15

MATCHLINE SHEET 20



DATE: 01/07 SCALE: 1"=100' SHEET: PP 19	 1508 SO. LAMAR BLVD. AUSTIN, TX 78704 (512) 637-8848 - PH. (512) 445-7084 - FAX GATEWAYPLANNING.COM	RGK RANCH AUSTIN, TEXAS PRELIMINARY PLAN		REVISIONS:															
		<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11/08</td> <td>REVISE LOT 15, BLOCK2 TO LOT 15A (61.73 AC) & LOT 15B (2.14 AC)</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE		COMMENTS	1	11/08	REVISE LOT 15, BLOCK2 TO LOT 15A (61.73 AC) & LOT 15B (2.14 AC)										
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MATCHLINE SHEET 16



DATE: 01/07 SCALE: 1"=100' SHEET: PP 20	 PLANNING GROUP 1508 SO. LAMAR BLVD. AUSTIN, TX 78704 (512) 637-6846 - PH. (512) 445-7084 - FAX GATEWAYPLANNING.COM	RGK RANCH AUSTIN, TEXAS PRELIMINARY PLAN		REVISIONS: <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	COMMENTS																			
		NO.	DATE	COMMENTS																						
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MATCHLINE SHEET 18



Gateway
PLANNING GROUP

1508 SO. LAMAR BLVD.
AUSTIN, TX 78704
(512) 445-7054 - PH.
(512) 445-7054 - FAX
GATEWAYPLANNING.COM

DATE: 01/07

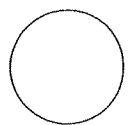
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SHEET: PP 22

RGK RANCH
AUSTIN, TEXAS

PRELIMINARY PLAN

REVISIONS:		
NO.	DATE	COMMENTS



NOTICE OF NON-RESIDENTIAL DEVELOPMENT

Project name: Lot 15B, Block 2,
RGK Ranch Commercial Unit A

Mailing Date: November 25, 2008

Project location: G.W. Scott Survey No. 62 and G.W. Walling Jr. Abstract No. 2674
(State Highway 71 West), Travis County, Texas

Please be advised that your neighborhood association is within 1000 feet of a proposed development containing a non-residential land use. The development contains a 2.140 acre lot that will be used for commercial use. Please see the attached site location map for clarification.

Travis County Transportation and Natural Resources Department is reviewing this development application to ensure that it is in compliance with applicable regulations. Travis County's development code can be found on the internet at: <http://www.co.travis.tx.us/tnr/subdivision/default.asp>. Travis County does not enforce deed restrictions and does not have the authority to regulate land use. In the event that the applicant meets all applicable code requirements, the development permit will be administratively approved.

Owner's name: Nadya K. Scott and Gregory A. Kozmetsky, individually and
as trustees

Owner's phone number: 512-474-6312

Agent's name: Pix Howell

Agent's phone number: 512-775-2698

Agent's email: pix@xblink.com

Travis County Case Manager: Joe Arriaga

Case Manager's phone number: 512-854-9383, Ext. 47562

Case Manager's email: Joe.Arriaga@co.travis.tx.us

For more information please contact the project's owner, agent or the case manager.
For copies of the project please make an Open Records Request by calling 854-7683.

RGK RANCH NOTIFICATION LIST

Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX 78738
ATTN.: Jim Ratcliff, RA

Director of Facilities

7003 3110 0006 0755-4831-article #

Travis County Fire Marshal's Office

P. O. Box 1748

Austin, TX 78767

ATTN.: Hershel Lee

Deputy Fire Marshal

7003 3110 0006 0755 5678-article #

Travis Settlement Home Owners Association

22706 Hwy 71 West

Spicewood, TX 78669

ATTN.: Zoltan Papp, President

7003 3110 0006 0755 5685-article #

Travis County Emergency Services District No. 8

Pedernales Fire Department

801 Bee Creek Rd

Spicewood, TX 78669

ATTN.: Ken Van Rens, Chief

7002 0860 0004 5871 0255-article #

Sweetwater Home Owners Association

c/o Ms. Carey Helm

Armbrust & Brown, L.L.P.

100 Congress Ave., Suite 1300

Austin, TX 78701

7002 0860 0004 5871 0262-article #

West Cypress Hills Home Owners Association

c/o Jack Baker

Community Association Management, Inc.

P. O. Box 92649

Austin, TX 78709

7002 0860 0004 5871 0279-article #

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE
 AUSTIN TX 78709

Postage	\$ 0.42	0191
Certified Fee	\$2.70	12
Return Receipt Fee (Endorsement Required)	\$2.20	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.32	11/25/2008

Sent To **West Cypress Hills HOA**
c/o Jack Baker
Community Association Mgmt., Inc.
P.O. Box 92649
Austin, TX 78769

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE
 AUSTIN TX 78701

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.32	11/25/2008

Sent To **Sweetwater Home Owners Association**
c/o Ms. Carey Helm
Armbrust and Brown, L.L.P.
499 Congress Avenue, Suite 1300
Austin, TX 78701

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE
 SPICEWOOD TX 78669

Postage	\$ 0.42	0191
Certified Fee	\$2.70	12
Return Receipt Fee (Endorsement Required)	\$2.20	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.32	11/25/2008

Sent To **Ken Van Rens, Chief**
TC Emergency Services District No. 8
Pedernales Fire Department
801 Bee Creek Road
Spicewood, TX 78689

PS Form 3800, June 2003 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE
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Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.32	11/25/2008

Sent To **Zoltan Papp**
President
Travis Settlement HOA
22708 Hwy. 71 West
Spicewood, TX 78689

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Return Receipt Fee (Endorsement Required)	\$2.20	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.32	11/25/2008

Sent To **Hershel Lee**
Deputy Fire Marshal
Travis County Fire Marshal's Office
P O Box 1748

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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 AUSTIN TX 78731

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Certified Fee	\$2.70	12
Return Receipt Fee (Endorsement Required)	\$2.20	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.32	11/25/2008

Sent To **Jim Ratcliff, RA**
Director of Facilities
Lake Travis ISD
3322 Ranch Road 620 South

PS Form 3800, June 2003 See Reverse for Instructions

**MASTER COVENANT
For Lot 15B, Block 2,
RGK Ranch Commercial Unit A**

This Master Covenant for Lot 15B, Block 2, RGK Ranch Commercial Unit A (the "Master Covenant") is made by Gregory A. Kozmetsky, as Trustee and individually, and Nadya K. Scott, as Trustee and individually ("Declarant"), and is as follows:

RECITALS:

A. Declarant is the present owner of certain real property located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto (the "Property").

B. Declarant desires to create and carry out a uniform plan for the ultimate development of the Property.

C. By the filing of this Master Covenant, Declarant serves notice that the Property identified herein will be subjected to the terms and provisions of this Master Covenant.

NOW, THEREFORE, it is hereby declared: (i) that the Property will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Property and will be binding upon all parties having right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

ARTICLE 1. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Master Covenant will have the meanings hereinafter specified:

"Declarant" means Gregory A. Kozmetsky, as Trustee and individually, and Nadya K. Scott, as Trustee and individually, and their heirs, successor or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and recorded in the Official Public Records of Travis County, Texas.

"Owner" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in the Property, but does not include the mortgagee under a mortgage prior to its acquisition of fee simple interest in the Property pursuant to foreclosure of the lien of its mortgage.

"Plat" means a final subdivision plat of any portion of the Property as recorded in the Official Public Records of Travis County, Texas, and any amendments thereto.

"Property" means all of that certain real property described on Exhibit "A", attached hereto.

ARTICLE 2. MASTER RESTRICTIONS

2.01 Master Restrictions. The Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the applicable covenants, conditions and restrictions contained in (i) the document entitled "RGK Ranch Public Education and Integrated Pest Management Plan," dated October 17, 2007, a copy of which is attached hereto as Exhibit "B"; (ii) the document entitled "RGK Ranch Landscape and Vegetation Management Program," a copy of which is attached here to as Exhibit "C"; and (iii) the document entitled "RGK Ranch Lighting Requirements," a copy of which is attached hereto as Exhibit "D". Notwithstanding any provision, term or definition in the Exhibits "B", "C", and "D" attached hereto, any restriction contained in any exhibit attached hereto is applicable only to the Property as described in Exhibit "A".

In addition to the terms of the Master Restrictions, the Property is also be subject to any additional covenants, conditions, restrictions, and easements filed of record in the Official Public Records of Travis County, Texas.

2.02 Applicability of Restrictions. Notwithstanding Paragraph 2.01, these Restrictions will not apply to any activity on the Property until the development of the Property or the construction of a building on the Property pursuant to a development permit issued by Travis County.

ARTICLE 3. GENERAL PROVISIONS

3.01 Duration. The terms, covenants, conditions, and restrictions set out in this Master Covenant will run with and bind the Property in perpetuity, and will inure to the benefit of and be enforceable by Travis County, the Declarant, and every Owner and their respective legal representatives, heirs, successors, and assigns. Notwithstanding any provision in this Section 3.01 to the contrary, if any provision of this Master Covenant would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision will expire (twenty one) 21 years after the death or the last survivor of the now living descendants of Elizabeth II, Queen of England.

3.02 Amendment. This Master Covenant may be terminated as to the Property by the recording in the Official Public Records of Travis County, Texas, of an instrument executed and acknowledged by Declarant following the vacation of the Plat of the Property.

3.03 Enforcement. Travis County, Declarant, and Owner will have the right to enforce, by a proceeding at law or in equity, all covenants, conditions and restrictions and other terms imposed by the provisions of this Master Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Master Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future.

3.04 Higher Authority. The terms and provisions of this Master Covenant are subordinate to federal and state law, and local ordinances. Generally, the terms and provisions of this Master Covenant are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance.

3.05 Severability. If any provision of this Master Covenant is held to be invalid by any

court of competent jurisdictions such invalidity will not affect the validity of any other provision of this Master Covenant, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

3.06 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

3.07 Acceptance by Grantees. Each grantee of Declarant of a real property interest in the Property, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, covenants, conditions and restrictions and the jurisdiction rights and powers created or reserved by this Master Covenant and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Property, and will bind any person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Master Covenant were recited and stipulated at length in each and every deed of conveyance.

ARTICLE 4. DISPUTE RESOLUTION

4.01 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant and all parties subject to this Master Covenant (collectively, the "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 4.02 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" will refer to any claim, grievance or dispute arising out of or relating to:

- (i) the interpretation, application, or enforcement of the Master Covenant, or
- (ii) the rights, obligations, and duties of any Bound Party under the Master Covenant.

The following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 4.02:

- (i) any suit by any party entitled to enforcement ("Enforcing Party") to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Enforcing Party's ability to enforce the

provisions of this Master Covenant; and

- (ii) any suit which does not include Declarant as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Master Covenant; and
- (iii) any suit in which any indispensable party is not a Bound Party; and
- (iv) any suit as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required by Section 5.02 (a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

4.02 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") will give written notice to each Respondent and to the Board stating plainly and concisely:

- (i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim; and
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); and
- (iii) the Claimant's proposed resolution or remedy; and
- (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, Declarant may appoint a representative to assist the parties in negotiating a resolution of the Claim.

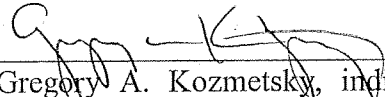
(c) Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 5.02(a) (or within such other period as the parties may agree upon), the Claimant will have thirty (30) additional days to submit the Claim to mediation to an independent agency providing dispute resolution services in Travis County, Texas.

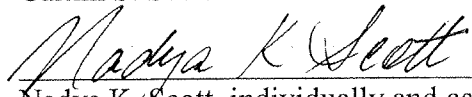
If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant will be deemed to have waived the Claim, and the Respondent will be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant will thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Party will bear its own costs of the mediation, including attorney's fees, and each Party will share equally all fees charged by the mediator.

Executed this 13th day of NOVEMBER, 2008.

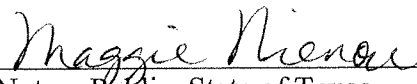

Gregory A. Kozmetsky, individually and as co-trustee of the Aaron W. Kozmetsky 1976 Trust, the Daniel A. Kozmetsky 1976 Trust, the Sarah Kozmetsky Miller 1976 Trust, the Bethany Scott Herwegh 1976 Trust, the Michael J. Scott 1976 Trust, the George T. Scott 1976 Trust and the Caitlin S. Scott 1976

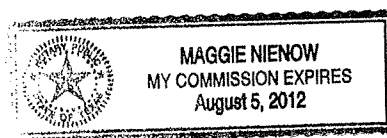

Nadya K. Scott, individually and as co-trustee of the Aaron W. Kozmetsky 1976 Trust, the Daniel A. Kozmetsky 1976 Trust, the Sarah Kozmetsky Miller 1976 Trust, the Bethany Scott Herwegh 1976 Trust, the Michael J. Scott 1976 Trust, the George T. Scott 1976 Trust and the Caitlin S. Scott 1976 Trust

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Nov. 13, 2008, by Gregory A. Kozmetsky, individually and as co-trustee of the Aaron W. Kozmetsky 1976 Trust, the Daniel A. Kozmetsky 1976 Trust, the Sarah Kozmetsky Miller 1976 Trust, the Bethany Scott Herwegh 1976 Trust, the Michael J. Scott 1976 Trust, the George T. Scott 1976 Trust, and the Caitlin S. Scott 1976 Trust.


Notary Public, State of Texas

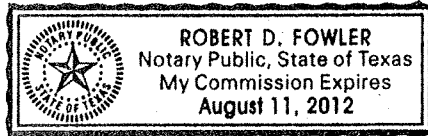


STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Nov 25, 2008, by Nadya K. Scott, Kozmetsky, individually and as co-trustee of the Aaron W. Kozmetsky 1976 Trust, the Daniel A. Kozmetsky 1976 Trust, the Sarah Kozmetsky Miller 1976 Trust, the Bethany Scott Herwegh 1976 Trust, the Michael J. Scott 1976 Trust, the George T. Scott 1976 Trust, and the Caitlin S. Scott 1976 Trust.

Robert D Fowler

Notary Public, State of Texas



MASTER COVENANT
For Lot 15B, Block 2,
RGK Ranch Commercial Unit A

EXHIBIT "A"

Property Description:

Lot 15B, Block 2, RGK Ranch Commercial Unit A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded as Instrument No. _____ of the real property records of Travis County, Texas.

EXHIBIT "B"

**RGK RANCH
PUBLIC EDUCATION AND INTEGRATED PEST
MANAGEMENT PLAN
October 16, 2007**

1.0 INTRODUCTION

This document is intended to provide citizens with the information necessary to follow an environmentally sensitive approach to lawn care, pest management, and to other aspects of suburban living. To maintain a healthy environment and avoid polluting, it is important that each individual employ the following recommended measures. If a service company is employed by the property owner, then the owner must ensure that the company:

- Is aware of the covenants and restrictions on the property
- Is given a copy of this guide
- Use the practices recommended in this guide

2.0 DEFINITION of IPM

Integrated Pest Management (IPM) is a system of controlling pests (weeds, diseases, insects or others) in which pests are identified, action thresholds are considered, possible control options are evaluated and selected control(s) are implemented. Control options—which include biological, cultural, manual, mechanical and chemical methods—are used to prevent or remedy unacceptable pest activity or damage. Choice of control option(s) is based on effectiveness, environmental impact, site characteristics, public health and safety, and economics. IPM takes advantage of available and appropriate pest management options.

3.0 PROJECT DESCRIPTION

3.1 Project Name: RGK Ranch

3.2 Project Type: 1,600 acre mixed-use residential and commercial Master Planned Community.

3.3 Project Developer Contact Information:

- Name: RGK Rentals, Ltd., KMS Ventures, Inc. General Partner
Attention: Robert D. Fowler, P. C.
- Address: 1301 West 25th Street, Suite 320
Austin, TX 78705
- Phone No.: 512-236-8988 Fax: 512-236-8001
- E-mail: rfowler@msn.com

3.4 Reason for IPM: Raw Water Contract between RGK Ranch and Lower Colorado River Authority

3.5 Landscape:

- Turf Acreage: It is estimate that turf (lawn) areas will total 350 acres at build-out.
- Greenbelts/Open space: Approximately 800 acres will remain as undeveloped natural areas, primarily in the sloping ravines and channels of Bee Creek and its tributaries that run through the property. There will also be 100 acres of parks and maintained landscape areas.
- Total Project Acreage: The total acreage of property being covered by the Development Agreement is approximately 1,600 acres. The overall impervious cover percentage upon completion will be less than 20% of the net site area.

3.6 Built Structures:

None at present with the exception of personal residential structures and agriculture out buildings.

3.7 Environmental Features:

- Key environmental features within RGK Ranch include canyon rimrocks and wet weather seeps, typical of this area. In addition, Bee Creek and its tributaries traverse the property.
- Pesticide/Fertilizer Buffers: The preliminary plan for RGK Ranch shows the considerable natural open space and greenbelt areas within the community that serve as natural vegetative buffers for the treatment of pesticide/fertilizer run-off from the development areas before the run-off reaches the main channel of Bee Creek or its tributaries and, ultimately, Lake Travis which is approximately 2.5 miles downstream of the property.

4.0 ANTICIPATED PEST PROBLEMS

Potential pests requiring treatment in RGK Ranch include:

- Aphids
- Beetles
- Caterpillars
- Fire ants
- Fleas
- Galls
- Mosquitoes
- Roaches
- Rodents
- Spider mites
- Scale snails
- Stink bugs
- Termites

In addition, turf grass lawns and landscaping will require treatment for weeds, diseases and insects.

5.0 TREATMENT STRATEGY

Attached in the Appendix are descriptions of the above listed pests and the recommended steps that should be taken to control them. The treatment and control strategies are laid out in a hierarchy from least invasive to most. Non-toxic and less

persistent control products or procedures should be employed before more persistent products are considered. The Appendix also contains additional information regarding hiring a professional for pest control, lawn care, lawn problems, and additional recommendations for landscaping.

6.0 OTHER RESOURCES AND GUIDELINES

6.1 Grow Green Program

The Grow Green program is a partnership of the LCRA, City of Austin Watershed Protection and Development Review Department and the Cooperative Extension Service of Travis County. This program is a community-wide environmental education program intended to preserve and protect our water resources. The Grow Green partnering agencies distribute educational materials, such as the earth-wise guides included in this document, to the Austin-area nurseries and home improvements stores that have elected to participate in the program.

6.2 Earth-Wise Guides

The Earth-Wise guides in this document were developed as an educational component of the Grow Green program. The Grow Green Earth-Wise guides are available for free at each participating retailer. This information is meant to assist individuals in identifying a pest of concern and describe a least-toxic approach to managing the pest. So that you may choose a least toxic control measure, various products labeled for the control of that pest are rated according to toxicity and persistence. These guides are updated on an occasional basis as new products and treatment options become available. A comparison of product toxicities can be found at <http://www.ci.austin.tx.us/growgreen/downloads/products.pdf>. Additional copies may be available upon request by either picking them up at a participating retailer, or by contacting the City of Austin at (512) 974-2550 or the Cooperative Extension Service at (512) 854-9600.

6.3 Vehicle Maintenance

Used motor oil, oil filters, car batteries, and tires should be dropped off at an appropriate facility. Many automotive shops, lubrication centers, and some recycling centers will accept these materials. For more information on proper disposal and recycling, refer to the next item, 6.0 Disposal and Recycling. When cleaning your vehicle, it is important that the wastewater from the cleaning process not enter the storm drain system. Approved car washing facilities direct the wastewater to a treatment facility. When washing a vehicle at home, drain the wash water to a landscape area. Thus the landscaping can use the water, and the dirt and cleaning agents can be degraded.

6.4 Disposal and Recycling

It is important to recycle any material that is recyclable, and to properly dispose of items that cannot be recycled. Residents of Travis County have access to the Home Chemical Collection facility located at 2514 Business Center Drive, south of Ben White/Burleson intersection. It is open Tuesday and Wednesday from 12 to 7 p.m. The phone number for the facility is (512) 974-4343. If you reside outside Travis County, contact your local county government or the Texas Commission on Environmental Quality (TCEQ) to find out if there is a disposal site or recycling program for your area. The

TCEQ offers citizens two easy ways to access this information. One method is to use the toll-free number (1-800-CLEAN-UP) that allows you to enter your five-digit Zip code to find information specific to your locale. Web surfers can find the same information on the internet at www.1800cleanup.org.

7.0 MORE INFORMATION

For more information on the RGK Ranch IPM, you may contact RGK Rentals, Ltd., KMS Ventures, Inc. General Partner at 1301 West 25 street, Suite 320; Austin, TX 78705. The Lower Colorado River Authority Watershed Protection Services Program and City of Austin Watershed Protection and Development Review Departments are other resources for information on Integrated Pest Management solutions. <http://www.ci.ausitn.tx.us/watershed/ipminfo.htm>.

EXHIBIT "C"

RGK Final Plat

RGK RANCH

LANDSCAPE AND VEGETATION MANAGEMENT PROGRAM

1.0 GENERAL

The RGK Ranch Development developed a Landscape Vegetation and Irrigation Management Program as a component of the RGK Ranch Water Conservation Plan to meet the submittal and approval criteria for the FIRM WATER CONTRACT between the Lower Colorado River Authority (LCRA) and RGK Rentals, Ltd., KMS Ventures, Inc. General Partners; Owner of RGK Ranch. The Water Conservation Plan is attached to and made a part of the FIRM WATER CONTRACT. As such, it has been reviewed and approved by the LCRA. Key elements of the Landscape Vegetation and Irrigation Management Program contained within the Water Conservation Plan include landscaping design and installation restrictions and landscape irrigation system design and installation and covenants and restrictions. These elements are sufficient to address Note No. 27 on the approved Preliminary Plan for RGK Ranch. Each component is further described in the sections following.

2.0 LANDSCAPE DESIGN AND INSTALLATION

The RGK Ranch Development plat Covenants, Conditions and Restrictions will adopt and include the LCRA's Landscape Conservation Guidelines dated January 2007 as specified in the FIRM WATER CONTRACT Water Conservation Plan. Those Guidelines include the following landscape design criteria:

RGK Final Plat

- 2.1 New landscapes are to have a minimum settled soil depth of six inches (6") and a recommended depth of eight inches (8") of soil depth if soil is over clay and twelve to fourteen inches (12" – 14") if the soil is over rock, in areas planted with turf grass. Soil in those areas may be either native soil from the site or imported, improved soil.
- 2.2 Non-native, enhanced, imported soil is to be a mix of twenty percent (20%) compost blended with sand and loam. A two inch to three inch (2"-3") scarified transition layer is also recommended if non-native soil is installed. These depth requirements are not applicable to the area between the drip line and trunk of existing trees, shrub beds or natural, wild-scape areas. Areas with existing native vegetation that remain undisturbed are to be exempted from the soil depth requirements described above, provided that the native soil and vegetation in those areas is fenced during construction and protected from disturbance and compaction during construction.
- 2.3 Salvageable native soil is to be stockpiled and reused on site.
- 2.4 Landscaped materials are to be installed and maintained in accordance with generally accepted landscape practices in the region.
- 2.5 A minimum of two inches (2") of mulch should be maintained in shrub and bed areas.
- 2.6 Fertilization of turf areas is not to be absolutely required.

RGK Final Plat

2.7 Fertilization of common areas and individual landscapes is to be limited to natural or organic fertilizers with less than four percent (4%) phosphorus for turf areas and applied at a rate of one-half (0.5) pound of nitrogen per 1,000 square feet, not to exceed a total of one (1.0) pound of nitrogen per 1,000 square feet per year.

2.8 CCRs and plat notes for the RGK development are to include a provision on plats to require builders to divert run-off from ninety-five percent (95%) of roof areas to adjacent vegetation.

2.9 Home builders in the RGK development are required to offer an LCRA Texas Hill Country Landscape Option or a Water Wise Landscape Option in any available landscape plan option to home buyers. Common elements of the Water Wise Landscape Option and the LCRA Hill Country Landscape Option include the following:

1. Proper planning and design to take advantage of existing vegetation and topography.
2. Proper soil preparation and adequate, high quality soil to provide the landscaping with the proper foundation needed to grow.
3. Practical turf grass selection of drought resistant species, adapted to the central Texas climate.
4. Plant selection comprised of native or adapted trees, shrubs and flowers.
5. Installation of invasive plants is to be avoided.

RGK Final Plat

6. Efficient irrigation system design and installation.
installation of mulches.
7. Appropriate maintenance
8. For new homes, no more than fifty percent (50%) of the landscaping may be planted in turf.
9. Spray irrigation for a new home shall be limited to 2.5 times the foundation foot print with a 12,000 square foot maximum.
10. All new turf grass shall have summer dormancy capabilities.
11. Shrubs and flowers should be selected from the native and adapted plant list approved by LCRA.

2.10 CCRs for the RGK development are not to prohibit property owners from implementing measures promoting solid-waste composting of vegetation including grass clippings, leaves, brush or leaving grass clippings uncollected on lawns and yards; installation of rain barrels or rainwater harvesting system or installation of efficient irrigation systems including underground drip or other drip systems.

2.11 CCR's for the RGK development may not require:

A defined irrigation schedule is mandated by the HOA's water supplier in order to curtail outdoor water use. Maintenance of landscaping to a specified level that requires property owners to absolutely irrigate his landscaping.

Installation or maintenance of any specific variety or limited choice of varieties of turf grass. Installation of a minimum percentage of turf grass in the

RGK Final Plat

landscape.

2.12 The list of Invasive Plants Not Acceptable for Use is included on the next page.

3.0 LANDSCAPE IRRIGATION GUIDELINES

The RGK Ranch Development plat Covenants, Conditions and Restrictions will adopt and include the LCRA's Landscape Conservation Guidelines as specified in the FIRM WATER CONTRACT Water Conservation Plan. These irrigation guidelines will also be included in the operating rules and regulations of the RGK Municipal Utility District. The MUD will have the authority to enforce the Landscape Irrigation Guidelines on builders and homeowners.

3.1 RGK Ranch MUD will implement public education and public information programs within its service area that encompass the RGK Ranch Development. Developers within the service area will provide a package of public education materials to each buyer and new utility customer and require that all other developers and builders active within the utility service area provide the same to their end users and new utility customers. These packages will include landscape irrigation design materials available from LCRA and TCEQ as well as design guidelines, landscaping guidelines and covenants, conditions and restrictions that are prepared specifically and solely for use in the development projects located within the RGK Ranch MUD service area.

3.2 The Irrigation Guidelines on builders and homeowners will include the

RGK Final Plat

following items and conditions.

1. Landscape irrigation systems shall be installed by a licensed irrigator unless the homeowner is physically installing the system on his own. Contractors installing the irrigation systems must provide plans to the homeowner for residential lots and to the utility and HOA for common areas. Watering schedule recommendations and/or requirements will be clearly posted in or near the system controller box.
2. Automatic irrigation systems are required to have a rain sensor connected to an irrigation controller in order to stop an irrigation cycle during and after a rainfall event. Rain sensors are to be installed in an unobstructed area such as a roof top or fence line. Rain sensors are to be adjusted at the one-quarter inch setting.
3. Irrigation systems are required to have pressure regulators if static pressure at the site exceeds the sprinkler manufacturer's recommended operating range.
4. Irrigation systems are to have a controller with multiple cycle capability, rain sensor capability and an irrigation water budget feature.
5. Sprinkler systems will be designed to avoid or minimize over-spray onto hardscapes.

Planting beds may be irrigated with low-flow or spray irrigation. Spray heads must be designed to prevent low head drainage.

6. Sprinkler heads are to be installed at least eight inches (8") from the curb.

RGK Final Plat

7. Low volume irrigation is to be installed in areas less than 10 feet (10') wide such as median strips, parking islands, traffic circles and other similar features.

3.3 Spray irrigation of each home or business shall be limited to 2.5 times the foundation foot print with a 12,000 square foot maximum irrigation area.

Calculation of a residential foot print may include the house and garage but not the driveway or patio.

3.4 Common area irrigation is to be limited to the period of time between the hours of 7:00 pm and 10:00 am. No irrigation of common areas is to occur between the hours of 10:00 am and 7:00 pm unless the source of irrigation water is reclaimed treated wastewater effluent.

3.5 Incorporation of treated wastewater effluent; collected rainwater and collected stormwater run-off into selected irrigation systems, particularly for common areas, will be encouraged for installation where practical and possible within regulatory parameters and economic feasibility.

3.6 Subdivision entryways and entry features are to be limited to 10,000 square feet of irrigated area each. Street intersections within the subdivision that have irrigated landscape areas to be limited to 4,000 square feet per intersection.

4.0 Public Information

RGK Ranch and the RGK MUD will conduct periodic public information and education programs to encourage installation of low water usage appliances; installation of native vegetation based landscaping and water efficient yard

RGK Final Plat

grasses; installation of water efficient irrigation systems. RGK Ranch will also include landscape design and installation requirements in the CCRs for the project. A package of educational materials will be provided to builders, buyers and homeowners when water and wastewater utility service account is established with the MUD. These packages will include information from LCRA, TCEQ and project specific materials from RGK Ranch MUD.

EXHIBIT "D"

RGK RANCH OUTDOOR LIGHTING REQUIREMENTS

Outdoor lighting shall be required for safety and personal security in areas of public right of way, public assembly, non-residential parking areas and traverse for multi-family developments, as well as municipal, commercial, industrial, and institutional uses where there is outdoor activity during hours of darkness.

Exterior lighting shall be designed to minimize glare to preserve the rural character of the area, minimize energy waste and to protect the health, safety and welfare of the general public. All lights are to be at least 85-degree cut-off fixtures. Average maintained illumination levels for each area shall not exceed the specific number of foot-candles:

MEASURED HORIZONTALLY AT GROUND/ PAVEMENT LEVEL	
AREA	
Building Façade	5-7 average fc
Parking Lot	4-6 average fc
At Property Lines	1-2 average fc

Pole mounted light fixtures within a Project shall be rated at least full cutoff and be hooded and shielded to control light directed off the Project. Pole mounted signs shall be turned off after the later of closing time or 11:00 pm. Pole mounted light fixtures may not be at a height greater than thirty feet (30') above finished grade.

If any landscape lighting is installed on the Project, such landscape lighting shall meet the following requirements:

Landscape lighting such as tree lighting shall be achieved using the "moon lighting" method whereby the light source is located above and not on the ground.

Fixtures shall be mounted no higher than fifteen feet (15') measured from the ground to the bottom of the fixture.

Low voltage twenty (20) watts lamps are preferred and lamps shall not exceed thirty-five (35) watts.

Lamps shall be housed in bullet style enclosures with an extending truncated shield to maximize cutoff.

Floodlights (other than building and/or loading dock security and safety lights and other building-mounted floodlights, and pole-mounted floodlights to illuminate the front of the store) are prohibited. The allowed floodlights, like all exterior lights, must adhere to all other requirements of this development plan, including the requirement that they must be at least 85-degree cut-off fixtures.

Subject to public and personal safety needs, owner shall use commercially reasonable efforts to minimize luminous elements on the Project that are visible within 200 feet of the property line of the Project. An exception to the minimization of light visible from other property is allowed for motion sensor activated lighting provided it is located in such a manner as to prevent direct glare and lighting onto the properties of others or into a public right-of-way, and provided the light is set to only go on when activated and to go off within fifteen minutes after activation has ceased, and the light shall not be triggered by activity off the Project.

Interior light fixtures within non-residential buildings producing light that could be visible through roofing material shall be full cutoff after the later of closing time or 11:00 pm; provided, however, a building may employ skylights or other devices for energy conservation, which devices absorb light during the day and light the interior of the building after sunset, some of which absorbed and reused light could be visible through roofing material. Translucent roofing material over a home and garden center may be unshielded with an opaque material in order to provide adequate lighting for plants.

Prohibitions:

- (1) The use of searchlights, except by civil authorities, for public safety, is prohibited.
- (2) The use of tracer lights or lights that flash, pulse, rotate or simulate motion is prohibited.
- (3) The use of laser source light or similar high intensity light for outdoor advertising or entertainment, when projected above the horizontal, is prohibited.

(1) Exemptions:

- (1) The following outdoor lighting and related acts shall be exempt from the requirements of this section:
 - (A) Construction, agricultural, emergency or holiday decorative lighting, provided that the lighting is temporary, and is discontinued within seven (7) days upon completion of the project or holiday for which the lighting was provided.
 - (B) Lighting of the United States of America or Texas flag expressing constitutionally protected speech.
 - (C) Outdoor lighting associated with any building constructed prior to the recording of a final plat for the property on which the building sits.

- (D) The replacement of a failed or damaged luminaire which is one of a matching group serving a common purpose.
 - (E) Lighting necessary for traffic safety.
- (2) Gas lighting is exempt.

Last Updated 3-20-09 at 8:55am

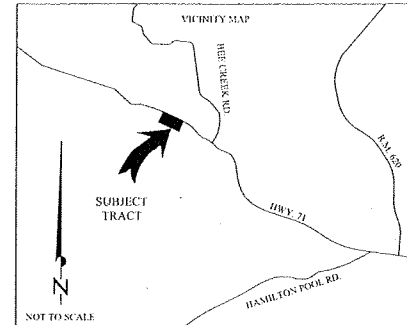
- LEGEND
- 1/2" INCH IRON ROD SET
 - TxDOT TYPE I CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - R.O.W. RIGHT OF WAY
 - D.R.T.C.TX DEED RECORDS TRAVIS COUNTY, TEXAS



GRAPHIC SCALE
1" = 100'

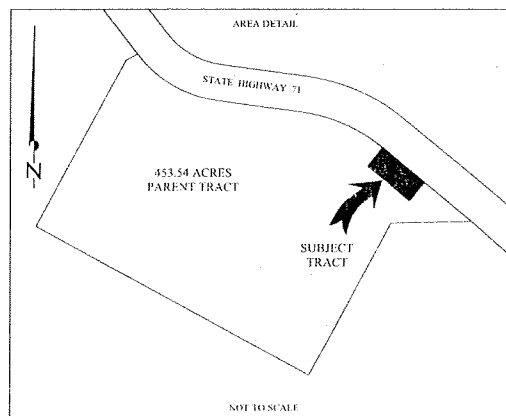
G.W. SCOTT SURVEY NO. 62
G.W. WALLING JR. ABSTRACT NO. 2674
TRAVIS COUNTY, TEXAS
JUNE 2008

N



453.54 ACRES
GREGORY KOZMETSKY, ET. AL
VOLUME 8132, PAGE 262
D.R.T.C.TX

G.W. SCOTT SURVEY NO. 62
G.W. WALLING JR. ABSTRACT 2674



BENCHMARK LIST

TBM-01: COTTON SPINDLE SET IN CULVERT
ELEV: 935.91'
TBM-02: COTTON SPINDLE SET IN POWERPOLE
ELEV: 945.84'

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM NAD83 (TEXAS HARN)

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

LOT 15B, BLOCK 2, RGK RANCH COMMERCIAL UNIT A

LAND USE TABLE
COMMERCIAL LOT: 1
TOTAL ACREAGE: 2.140 Ac.

SHEET
3
OF
3

Travis County Commissioners Court Agenda Request

Meeting Date: March 17, 2009

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING INTERVIEWS OF APPLICANTS FOR TRAVIS COUNTY HEALTHCARE DISTRICT BOARD OF MANAGERS

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST

Please consider the following item for: Voting Session March 24, 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 February 2009.
- C. Approved by: _____
Signature of Commissioner or Judge.

II. A. Copies reports delivered to Commissioners on Friday, March 13, 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.

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAR 13 AM 11:31

TRAVIS COUNTY COMMISSIONERS' COURT

AGENDA REQUEST

Please consider the following item for: (fill in date of meeting in blank)

VOTING SESSION 03/24/09 EXECUTIVE SESSION _____

I. A. Request made by Susan Spataro, Travis County Auditor
Phone Number 854-9125

B. Requested Text:

Consider and take appropriate action on the revised Management Representation Letter to be provided to Deloitte & Touche, LLP regarding FY08 County-wide annual financial audit.

County Judge or Commissioner

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). See attached memo.

B. Have the agencies affected by this request been invited to attend the Voting Session. Yes x No _____

Please list those contacted and their phone numbers:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

III. PERSONNEL

_____ A change in your department's personnel

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

All agenda requests and backup materials must be submitted to County Judge's office by Mondays, 5:00 p.m. for next week's meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAR 19 AM 10:37

27 ✓

Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **March 24, 2009**

I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)

B. Requested Text:
CONSIDER AND TAKE APPROPRIATE ACTION ON ELECTION
SERVICES AGREEMENTS BETWEEN TRAVIS COUNTY AND
ANDERSON MILL LIMITED DISTRICT, LAKESIDE MUNICIPAL
DISTRICT NO. 5, AND THE CITY OF BEE CAVE.

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).

SEE ATTACHED

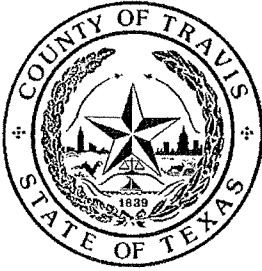
B. Please list all of the agencies or officials' names and telephone numbers
that might be affected by or involved with this request. Send a copy of
this Agenda Request and backup to them:

John Hille, County Attorney

49415

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must
be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next
week's meeting.

09 MAR 17 PM 2:13
RECEIVED
COUNTY JUDGE'S OFFICE



Dana DeBeauvoir

Travis County Clerk
PO Box 149325
5501 Airport
Austin, Texas 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: March 17, 2009

RE: Agenda Request to consider and take appropriate action on additional Elections Services Agreements.

The Travis County Clerk Elections Division is requesting that you consider and take appropriate action on elections services agreements with Anderson Mill Limited District, Lakeside Municipal District No. 5, and the City of Bee Cave during the Court's regular voting session on March 24, 2009.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND NAME OF PARTICIPATING ENTITY

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code (“Code”) and Chapter 791 of the Texas Government Code, Travis County and Name of Participating Entity (“Participating Entity”) enter into this agreement for the Travis County Clerk, as the County’s Election Officer, to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this agreement, the term “election” refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.
- (C) Except as otherwise provided in this agreement, the term “Election Officer” refers to the Travis County Clerk.
- (D) Except as otherwise provided in this agreement, the term “precinct” means all precincts in the territory of the Participating Entity within Travis County.
- (E) Except as otherwise provided in this agreement, the term “fiscal year” refers to a time period that begins on October 1 and closes on September 30 of each year.
- (F) Except as otherwise provided in this agreement, the term “election services” refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term “cost for election services” includes the costs for

personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

- (G) Except as otherwise provided in this agreement, the cost for “use of voting equipment” is the amount the Participating Entity agrees to pay the County for use of the County’s DRE equipment.
- (H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT

- (A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section I.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;
 - (2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;
 - (3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;
 - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (5) conducting the official canvass of a Participating Entity election;
 - (6) administering the Participating Entity's duties under state and local campaign finance laws;
 - (7) having a Participating Entity representative serve as the custodian of its election records; and
 - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.
- (E) (insert name or job title) will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. (insert name or job title) will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. (insert name or job title) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

- (A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

- (A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.
- (B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:
 - (1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.

- (2) the precincts to be used for each election and each jurisdiction described in Subsection 1.
- (3) for each election, the Participating Entity's projected share of election costs determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.
- (4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.
- (B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to gail.fisher@co.travis.tx.us. Email notification shall be sent by (give the name or job title of the person who will send notification). No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the

election, the Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.(C).

- (C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.
- (D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for “upfront” costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:
 - (1) an itemized list of each election expense incurred;
 - (2) the corresponding budget estimate for each item listed;
 - (3) for each final invoice item, the Participating Entity’s pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;
 - (4) an itemization of any adjustments or credits to the first post-election invoice; and
 - (5) the total payment due from the Participating Entity for any portion of the Participating Entity’s costs not included in the Participating Entity’s payment under Subsection V.(B) or not included as payment for an “upfront” cost;
- (E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.
- (D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.
- (E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).
- (G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the

use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

PARTICIPATING ENTITY

XXXXXXX

XXXXXXX

XXXXXXX

TRAVIS COUNTY

Honorable Dana DeBeauvoir, Travis County Clerk

1000 Guadalupe Street, Room 222

Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

Participating Entity
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

- (N) This agreement is effective upon execution by both parties and expires on (July 1, 2011) and renews automatically for (two) additional (three)-year terms unless one party notifies the other party in writing that it wants to terminate the agreement.
- (O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.
- (P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 200__.

PARTICIPATING ENTITY

BY: _____
Name
Title

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English and Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:

\$1675 each location

(\$1500 for operating costs + \$150 for 10% admin fee + \$25 for equipment usage fee)

This rate is a not-to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:

Cost depends upon participation

If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:

Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:

Per day \$275

All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

Travis County Commissioners' Court Agenda Request

Meeting Date: MARCH 24, 2009

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

1. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

A. HOUSE BILL 1284, RELATING TO THE CREATION OF A COURT RECORD PRESERVATION FUND AND IMPOSING A FEE.

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.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Alicia Perez, Executive Manager
Administrative Operations
Phone: 854-9343
Email: Alicia.Perez@co.travis.tx.us

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.

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COUNTY JUDGE'S OFFICE
09 MAR 17 PM 5:01

Rodney Rhoades, Executive Manager
Planning and Budget Office
Phone: 854-9106
Email: rodney.rhoades@co.travis.tx.us

Danny Hobby, Executive Manager
Emergency Medical Services
Phone: 854-4416
Email: danny.hobby@co.travis.tx.us

Joe Gieselman, Executive Manager
Transportation and Natural Resources
Phone: 854-9383
Email: JOE.GIESELMAN@co.travis.tx.us

Roger Jefferies, Executive Manager
Justice and Public Safety
Phone: 854-4415
Email: ROGER.JEPPERIES@co.travis.tx.us

Sherrie Fleming, Executive Manager
Health and Human Services
Phone: 854-4101
Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes
Purchasing Agent
Phone: 854-9700
Email: CYD.GRIMES@co.travis.tx.us

David Escamilla
County Attorney
Phone: 854-9415
Email: David.Escamilla@co.travis.tx.us

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.

Susan Spataro
County Auditor
Phone: 854-9125
Email: Susan.Spataro@co.travis.tx.us

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.

31.1a✓

Travis County Commissioners Court Agenda Request

Voting Session 3/24/09
(Date)

Working Session 3/24/09
(Date)

I. A. Request made by: COUNTY ATTORNEY FT Phone # 854-9513

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

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION IN JENNIFER MCPHAIL VS. TRAVIS COUNTY, (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B)).

C. Approved by: _____
Signature of Commissioner(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.

Alicia Perez, Travis County Administrative Operations, 854-9343
Roger El Khoury, Facilities Management, 854-9661
Dan Mansour, Risk Management, 854-9499

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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.

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAR 17 PM 2:05

TRAVIS COUNTY COMMISSIONERS COURT
Last Updated 3-20-09 at 8:55am
AGENDA REQUEST

31.6

Voting Session: MARCH 24, 2009

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

B. Requested topic:

A. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN JENNIFER McPHAIL vs TRAVIS COUNTY (Executive Session also, pursuant to Tex. Govt. Code Ann., Sections 551.071(1) and 551.071 (1)(B)) .

B. CONSIDER AND TAKE APPROPRIATE ACTION ON MODIFICATION TO EXPOSITION CENTER FORM LICENSE AGREEMENT TO ADD CLAUSE REGARDING ADA ROUTES.

C. Approved by: _____
Signature of Commissioner or Judge

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose

_____ Transfer of existing funds within or between any line item

_____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
MARCH 17 PM 4:31
AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

32

Travis County Commissioners Court Agenda Request

Voting Session 3/24/09
(Date)

Working Session 3/24/09
(Date)

I. A. Request made by: **COUNTY ATTORNEY (KEVIN MORSE)** Phone # **854-9513**

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

B. Requested Text:

RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE CONTESTED CASE HEARING ON THE PENDING APPLICATION FOR THE PROPOSED SOLID WASTE AMENDMENT TO EXPAND WASTE MANAGEMENT OF TEXAS LANDFILL LOCATED ON GILES ROAD NEAR SH 290 EAST; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE ANN. § 551.071(1).

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

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

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

Joe Gieselman – 854-9383 – Transportation and Natural Resources

Jon White – 854-9383 - Transportation and Natural Resources

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9513)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAR 16 PM 2:39

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

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

33

Voting Session: March 24, 2009

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE
POTENTIAL PURCHASE OF PROPERTIES IN CENTRAL AUSTIN. (EXEC SESSION
GOV'T CODE ANN 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

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

John Hille, Assistant County Attorney, (4-9415)

Gary Martin, Assistant County Attorney, (4-9415)

Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

Travis County Commissioners Court Agenda Request

Meeting Date: March 17, 2009

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO JOIN CITY OF AUSTIN AND OTHER PARTNERS IN THE REDEVELOPMENT OF SEAHOLM POWER PLANT PROJECT, INCLUDING THE OFFERING OF FINANCING INCENTIVES FOR PROJECT GREEN.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

37

Travis County Commissioners Court Agenda Request

Voting Session 03/24/09
(Date)

Work Session 03/24/09
(Date)



I. A. Request made by: COUNTY ATTORNEY –Anthony J. Nelson Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR HEALTH AND HUMAN SERVICES DEPARTMENT EMPLOYEE, SLOT 178. PURSUANT TO TEX. GOV'T CODE ANN. 551.071.

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 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:

Sherri Fleming, Executive Manager

854-4100

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- ___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAR 19 AM 11:13

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.

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

2

Voting Session Tuesday, March ²⁴17, 2009
(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 Northwest Travis County
Road District No. 3 Minutes for the:**

**Voting Sessions of February 24, 2009
And March 3, 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 subsequent meeting.

MINUTES OF MEETING – FEBRUARY 24, 2009

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 24th day of February 2009, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 10:45 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 10:45 AM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (10:45 AM)

Item 1 not needed.

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR THE VOTING SESSION OF FEBRUARY 3, 2009. (10:45 AM)

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Gómez and seconded by Commissioner Davis to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (10:45 AM)

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

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES OF MEETING – MARCH 3, 2009

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 3rd day of March 2009, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:36 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:37 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:36 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve the investments in Item 1.

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

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR THE VOTING SESSIONS OF FEBRUARY 10 AND 17, 2009. (1:37 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (1:37 PM)

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

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

2

Voting Session Tuesday, March ²⁴17, 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 Travis County Bee Cave Road District
No. 1 Minutes for the Voting Sessions of
February 24, 2009 and March 3, 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 subsequent meeting.

MINUTES OF MEETING – FEBRUARY 24, 2009

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 24th day of February, 2009, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 10:45 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 10:46 AM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (10:45 AM)

Item 1 not needed.

2. APPROVE TRAVIS COUNTY BEE CAVE ROAD DISTRICT #1 MINUTES FOR THE VOTING SESSION OF FEBRUARY 3, 2009. (10:45 AM)

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Judge Biscoe to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1. (10:46 AM)

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

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES OF MEETING – MARCH 3, 2009

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 3rd day of March, 2009, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:37 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 1:38 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:37 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve the investments in Item 1.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE TRAVIS COUNTY BEE CAVE ROAD DISTRICT #1 MINUTES FOR THE VOTING SESSIONS OF FEBRUARY 10 AND 17, 2009. (10:45 AM)

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1. (1:38 PM)

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

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session March 24, 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 payment for foreclosure data from Foreclosure Listing Service, Inc.

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

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COUNTY JUDGE'S OFFICE
09 MAR 18 AM 11:23

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



AGENDA MEMO

To: TCHFC Board of Directors
From: Miguel Gonzalez, Sr. Financial Analyst
Date: March 17, 2009
Re: Consider and possible action on request to approve payment for foreclosure data

Agenda Summary

TCHFC is requesting authorization and funding **(\$500)** for a one year subscription to Foreclosure Listing Service, Inc. The cost of the subscription is: **\$305/year - Monthly Foreclosure List Data and \$195/year - R.E.O. Report.**

Justification for Data

The Monthly Foreclosure List Data will provide a list of properties that have been legally posted for foreclosure for that current month. These are properties that will be auctioned at the "courthouse steps" where they will either be purchased by a third party or "struck off" - held by the foreclosing bank.

The R.E.O Report provides a database of properties currently being held by foreclosing banks as "Bank Owned"

This information will be used by the TCHFC to help meet NSP program requirements that NSP funds be directed to areas experiencing a current high rate of foreclosures.

Additionally, this information will be collaboratively **used by TCHFC and HHS to gain better visibility of foreclosure issues facing our county.** This information will be valuable in guiding strategic planning and focusing housing resources.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Harvey Davis, Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

RECEIVED
JUDGE'S OFFICE
09 MAR 17 PM 1:55

Work Session _____ Voting Session March 24, 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 the preparation and submission of a CDBG Project Proposal Application to Travis County Community Development Block Grant Office to fund Homeownership Assistance Program.

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

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TRAVIS COUNTY HOUSING FINANCE CORPORATION



AGENDA MEMO

To: TCHFC Board of Directors
From: Miguel Gonzalez, Sr. Financial Analyst
Date: March 17, 2009
Re: Consider and possible action on Travis County CDBG Project Proposal Application

Agenda Summary

TCHFC is requesting authorization for the preparation and submission of a CDBG Project Proposal Application to the Travis County CDBG office. The grant will request up to \$528,000 to fund a Homeownership Assistance Program in unincorporated areas of Travis County. ***Proposal deadline for current year funding is March 31, 2009.***

Proposal Summary

The Homeownership Assistance Program will include two financial mechanisms to expand affordable housing in Travis County.

1. **Shared Appreciation Gap Financing (CDBG: 24 CFR 570.201(n)):** ***Households earning 60% or less AMI may obtain funds (up to \$30,000) to reduce the sales price to an amount affordable to the household.*** Actual assistance amount will be calculated based on actual family need. The loan is a 0%-interest, 30-year note with no required annual or monthly payments. Upon resale, refinancing, lease or other transfer of title, the loan must be repaid in full plus a percentage of the house's appreciation value.
2. **Down Payment Assistance (CDBG: 24 CFR 570.201(e)):** ***Households earning 80% or less AMI may obtain funds (\$8,000) to cover down payment and reasonable closing costs.*** The loan is a 0%-interest, 5 year note with no required annual or monthly payments. The loan is forgiven at a pro-rata rate of 20% for each year of homeownership. The loan is fully forgiven at the end of 5 years.

A minimum house hold investment of **\$500** is required. An individual household may combine the two financial mechanisms if there is a true documented need for such assistance. All households who are interested in assistance through the Travis County Affordable Housing Ownership Program are required to participate in a ***minimum of eight (8) hours of HUD certified housing counseling.***

Activity Name	Assisted Households
Shared Appreciation Gap Financing (60 % AMI and below)	10
Down payment Assistance (80 % AMI and below)	25
Total Households Assisted (below 80% AMI)	35

New Initiatives Overview

Shared Appreciation Concept. Shared Appreciation makes a "GAP Loan" to cover the difference between what a Low Income Household can afford to finance and the cost of housing. In exchange for receiving a loan at zero percent (0%) interest, the homebuyer agrees to return the "GAP Loan Amount" plus share a portion of the home's appreciation (from the original purchase price) when the home is sold. This is an example of how the Shared Appreciation is determined.

When Purchased

Original Purchase Price	\$120,000
TCHFC GAP Loan (25% of Purchase Price)	\$30,000
Mortgage Amt. by LI Household	\$90,000

When Resold

Resale Price	\$145,000
Return of GAP Loan Amount	\$30,000
Net Resale Proceeds	\$25,000
Homebuyer Shared Proceeds (75% x 25,000)	\$18,750
TCHFC Shared Proceeds (25% x 25,000)	\$6,250

Affordable Housing Funds for Reuse (30,000 + 6,250) \$36,250

Attachments

Attachment A – Sources and Uses

Attachment B – Draft CDBG Project Proposal Form

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Harvey Davis, Manager

Attachement A - Sources and Uses

Travis County Housing Finance Corporation TRAVIS COUNTY AFFORDABLE HOUSING OWNERSHIP PROGRAM

Sources of the Funds for HBA Program

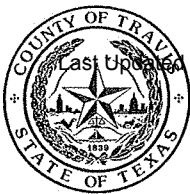
Texas Department of Housing and Community Affairs ("TDHCA") Grant	\$ 500,000
Program Delivery Cost	28,000

Total Sources of Funds for HBA Program	\$ 528,000
---	-------------------

Uses of Funds for Program

	<u># of households</u>	<u>Amt per household</u>	
GAP Loans	10	\$ 30,000	\$ 300,000
DPA	25	\$ 8,000	\$ 200,000
Program Delivery Cost	35	\$ 650	22,750
Homebuyer Education	35	\$ 150	5,250

Total Uses of Funds for HBA Program	\$ 528,000
--	-------------------



Travis County Community Development Block Grant (CDBG)
Project Proposal Form for Program Year 2009

CDBG Project Proposal Form (Page 1 of 4)

Please refer to the Instructions for the Project Proposal Form before filling out this document. If you need additional space to answer any section – attach additional answers in separate paper.

Contact Information	
Provide a proposed project title	Project Title: TRAVIS COUNTY AFFORDABLE HOUSING OWNERSHIP PROGRAM
Indicate the name of the individual, organization, or Travis County Department proposing the project.	Name: TRAVIS COUNTY HOUSING FINANCE CORPORATION
Indicate the name of the person to direct questions regarding the proposed project.	Contact Person: HARVEY DAVIS, MGR.; MIGUEL GONZALEZ, SR. ANALYST
Provide the mailing address and e-mail for the contact person.	Address/ E-mail: P.O. BOX 1748 AUSTIN, TX 78767 HARVEY.DAVIS@CO.TRAVIS.TX.US MIGUEL.GONZALEZ@CO.TRAVIS.TX.US
Provide the daytime phone number for the contact person.	Phone: 512.854.4743 512.854.4399
Description of Problem/Need	
<p>Problem/Need – In Travis County, the cost of housing continues to increase at a faster rate than wages or salaries. Stagnant family income and sharply increasing housing costs has placed safe and decent housing outside the reach of many low-income households. Working families with incomes below 80 % of the area median family income experience substantial challenges in acquiring affordable housing that does not create “overcrowding (more than 1.5 persons per room)” for the family.</p>	

CDBG Project Proposal Form (Page 2 of 4)

Please refer to the Instructions for the Project Proposal Form before filling out this document.

Project Description

Project Description – Homeownership Assistance

Financial Mechanisms

In an effort to make housing affordable to “first-time home purchasing” families whose annual household income is under 80 percent AMI, the Travis County Affordable Housing Ownership Program will make Shared Appreciation Gap Financing and Down payment Assistance loans available. The two specific financial mechanisms will include:

1. Shared Appreciation Gap Financing (CDBG: 24 CFR 570.201(n)): Households earning 60% or less AMI may obtain funds (up to \$30,000) to reduce the sales price to an amount affordable to the household. Actual assistance amount will be calculated based on actual family need. The loan is a 0%-interest, 30-year note with no required annual or monthly payments. Upon resale, refinancing, lease or other transfer of title, the loan must be repaid in full plus a percentage of the house's appreciation value.
2. Down Payment Assistance (CDBG: 24 CFR 570.201(e)): Households earning 80% or less AMI may obtain funds (\$8,000) to cover down payment and reasonable closing costs. The loan is a 0%-interest, 5 year note with no required annual or monthly payments. The loan is forgiven at a pro-rata rate of 20% for each year of homeownership. The loan is fully forgiven at the end of 5 years.

A minimum house hold investment of \$500 is required. An individual household may combine the two financial mechanisms if there is a true documented need for such assistance.

Housing Counseling

All households who are interested in assistance through the Travis County Affordable Housing Ownership Program are required to participate in a minimum of eight (8) hours of HUD certified housing counseling. At the time the homebuyer is approved for the program, the homebuyer must meet with TCHFC staff for a no-cost one hour consultation providing a detailed review of the program.

Project Location & Service Area – All proposed activities will be conducted in unincorporated areas within Travis County.

Number of People Impacted -

Activity Name	Assisted Households
Shared Appreciation Gap Financing (80 % AMI and below)	10
Down payment Assistance (80 % AMI and below)	25
Total Households Assisted (below 80% AMI)	35

CDBG Project Proposal Form (Page 3 of 4)

Please refer to the Instructions for the Project Proposal Form before filling out this document.

Project Cost and Timelines	
If known, provide the total project cost and a copy of the cost estimate or budget.	Estimated Cost of the Project: \$ 528,000
If known, indicate the amount of CDBG funds requested for PY 2009.	Amount of CDBG funds requested: \$ 528,000
If any additional funding sources are needed, indicate the sources and amounts to ensure full funding of the project. Attach any letters of financial commitment. Any additional funds must be committed in writing prior to CDBG project approval.	Amount and Source of Other Funds: NA
If applicable, indicate the source of the cost estimate.	Source of the cost estimate: NA
If known, indicate the proposed schedule for project completion. If a timeline is not available, indicate an approximate number of days for project completion. Keep in mind that grant funding for the 2009 Program Year Cycle is available no earlier than October 1, 2009.	Timeline for Implementation of Project: 12-month project timeline

CDBG Project Proposal Form (Page 4 of 4)

Please refer to the Instructions for the Project Proposal Form before filling out this document.

Additional Notes and Information

Answer the question by circling yes or no.

Has this project received Travis County CDBG funding in the past?

Yes

No

If yes, describe the project's past performance – Indicate the number of years of funding and details on successes and barriers.

Answer the question by circling yes or no.

Does your organization or Department have experience working with CDBG funds?

Yes

No

If yes, describe your organization's past performance – Indicate the number of years of funding and details on successes and barriers.

Answer the question by circling yes or no.

If the proposed project is not funded in program year 2009, would you like to be considered in future CDBG Program Years?

Yes

No

- * Indicates items that may not be known.
- Technical assistance on project cost estimates may be able to be provided by County staff.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session March 24, 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 Request for Proposal to provide homebuyer education to families participating in various affordable housing programs.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

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09 MAR 17 AM 10:44
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COUNTY JUDGE'S OFFICE

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: March 24, 2009
TO: Board of Directors
FROM: Harvey L. Davis, Manager
SUBJECT: Homebuyer Education



Proposed Motion:

To approve a plan to advertise and select a homebuyer education provider for various HOME and CDBG programs.

Summary and Background Information:

The Corporation has been awarded several HOME grants in recent years and plans to submit a grant application next month. Additional programs (Neighborhood Stabilization and CDBG) that will require home buyer education are being planned.

Our current provider, Consumer Credit Counseling Services, has done an excellent job. Other providers have expressed interest in servicing the Corporation. Thus it makes sense to do an RFP so everyone has an equal opportunity to make an offer.

The Texas Department of Housing and Community Affairs ("TDHCA") 2008 Implementation Manual describes in detail the recommended method to choose a professional service contractor based on open competition. We propose to follow the TDHCA Manual to choose the consultant. The plan consists of the following:

- A Request for Proposal for Proposal (RFP) will be sent to at least three potential applicants.
- A Selection Review Committee will establish the criteria or evaluation factors to be used for selection and rating of competing bidders. We recommend the Committee consist of the following: Harvey Davis, Peter Einhorn, Chris Fanuel, and Mike Gonzalez.
- Finally, we would advertise the RFP in a local newspaper. (The *Austin Chronicle* was used last time we did an RFP advertisement).

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager, Planning and Budget
Cyd Grimes, Purchasing Agent
Mary Mayes, Assistant Manager
Mike Gonzalez, Sr. Financial Analyst



Travis County Housing Finance Corporation

Request for Proposal (RFP)

Homebuyer Education Services

The Travis County Housing Finance Corporation ("TCHFC") announces a Request for Proposals for organizations to provide homebuyer education to families participating in various affordable housing programs offered by TCHFC. TCHFC will contract with the successful applicant for a period of up to 3 years to provide homebuyer education services to TCHFC clients. **Request for Proposals will be accepted until 5 p.m. on April 17, 2009.**

Application Process

- **Submit one unbound original of the complete application.**
- **Deadline.** All proposals must be received no later than **5 p.m. on April 17, 2009**. No late, incomplete, faxed or e-mailed applications will be accepted. Be sure to read each section carefully and meet all project requirements for completion.
- **How to Apply.** Mail or deliver to: Travis County Housing Finance Corporation
214 W. 11th Street, Ste 540
Austin, TX 78701
- If you have any questions concerning the application or would like to meet for assistance with your proposal, please contact Harvey Davis at 512.854.4743 or email at Harvey.davis@co.travis.tx.us or Miguel Gonzalez at 512.854.4399 miguel.gonzalez@co.travis.tx.us.
- All information that is submitted through this request becomes the property of TCHFC.

Request for Proposal (RFP)

Homebuyer Education Services

The Travis County Housing Finance Corporation ("TCHFC") announces a Request for Proposals for organizations to provide homebuyer education to families participating in various affordable housing programs offered by TCHFC. TCHFC will contract with the successful applicant for a period of up to 3 years to provide homebuyer education services to TCHFC clients.

Eligible Applicants. The classes must be taught by a HUD Certified instructor.

Purpose of Education. The purpose of the training will be to teach individuals and families participating in the TCHFC affordable housing programs about the process and responsibilities of home ownership. TCHFC will review and select the participants. The training location(s) will be approved by TCHFC.

Special Conditions. The successful applicant will need to demonstrate the ability to tailor each class to the needs of individual attendees, as the participant experience will vary widely. Specifically, the applicant should demonstrate the capacity to provide homebuyer education training in both English and Spanish.

The successful applicant will be responsible (as required) for coordinating its training personnel's hotel and travel arrangements, providing course materials, and providing for any audio/visual needs. These items should be considered when preparing a budget.

A minimum of eight (8) hours of homebuyer counseling must be provided to each family.

The successful applicant will be paid on a reimbursement basis. Payment will be made within 60 days of the completion of each training session performed in accordance with the contract or a one-time payment upon conclusion of the training series.

Program Requirements. Subject matter may include, but are not limited to, the following:

- Managing Your Money
- Understanding Credit
- Obtaining a Mortgage Loan
- How to Obtain a Mortgage
- Shopping for an Affordable Home
- Costs of Home Ownership
- Keeping Your Home and Managing Your Finances
- Instruction in financial management
- Homebuyer education
- Credit management
- Job training and/or placement

Proposal Content. Under the parameters of this request, a maximum of 100 points can be awarded to a properly submitted proposal. Proposals will be scored and evaluated on the following criteria.

(1) Description of Services to be Rendered to TCHFC, 20 points

(a) A narrative description, not longer than three typewritten pages in length, of services the organization will provide to training seminar participants. The narrative should include information on the following aspects of the organization's homebuyer education training:

- Content
- Delivery
- Format
- Effectiveness evaluation process

(b) The agenda for the seminar and all training materials to be provided to seminar participants should be submitted as **Attachment 1**.

(2) Experience of the Organization, 25 points

(a) A narrative description, not longer than three typewritten pages in length, of the organization's history and mission of providing homebuyer education. This narrative should include at minimum the following:

* The number of classes offered in both English and Spanish since 2005

* The number of years of offering training to homebuyers

(b) A list of past training services (5 years) provided by the organization should be submitted as **Attachment 2**.

(3) Personnel Qualifications, 20 points

(a) A summary of the names, titles, office locations, and years of experience in providing homebuyer education (*including information on the years of training experience in both English and Spanish*) for all persons to be assigned any of the responsibilities concerning this proposal. Brief resumes should also be provided for each staff member.

(4) Proposed Cost of Services, 25 points

Include a proposed cost for what you or your firm determines to be appropriate for the education services. The cost should be stated on a per family basis.

Please note that TCHFC will not use lowest/best bid as the sole basis for entering into this contract.

(5) Financial Condition, 5 points

A copy of the organization's most recent annual audited financial statements should be submitted as **Attachment 3**.

(6) Historically Underutilized Business Participation, 5 points

Applicants are required to submit a current minority and women profile of their organization in terms of ownership and management, as well as by professional, administrative, and clerical and support personnel.

It is TCHFC policy to encourage the participation of minorities and women in all facets of its activities. The extent to which minorities and women participate in the ownership, management, and professional workforce of a firm will be considered by TCHFC in selecting an organization.

Public Information Act. Information submitted to TCHFC is public information and available upon request from the Corporation in accordance with the Texas Public Information Act, Chapter 552, of the Government Code. If requested, information will be released after the evaluation process has been completed and the TCHFC Board has approved the selection of the training organization.

An organization submitting any information it considers confidential because it is a trade secret or commercial or financial information must clearly identify such information in the proposal. If such information is requested from TCHFC, the organization will be notified and given an opportunity to present its position to the Texas Attorney General, who shall make the final determination as to whether the information will be disclosed under the Act. Information not clearly identified as confidential will be deemed non-confidential and will be made available by TCHFC upon request.

Costs Incurred in Responding. All costs directly or indirectly related to the preparation of a response to this Request for Proposals or any oral presentation required to supplement and/or clarify the proposal that may be required by TCHFC shall be the sole responsibility of, and shall be borne by, the applicant organization.

Conflict of Interest. TCHFC is required to comply with conflict of interest regulations at 24 CFR Parts 92.356, 85.36, and 24 CFR 84.42.

TCHFC reserves the right to accept or reject any (or all) proposals submitted under this Request for Proposals. The information contained in this Request for Proposals is intended to serve only as a general description of the services sought by TCHFC. In releasing this request, TCHFC is not obligated to proceed with any action, and may decide it is in the Corporation's best interest to discontinue consideration of services. TCHFC reserves the right, with 30 days written notice, to cancel any contract awarded under the terms of this Request for Proposals.

The Travis County Housing Finance Corporation is seeking to contract with a qualified home buyer education provider to implement and administer the education requirements of various HOME and CDBG contract activities.

Please submit your proposal of services and a statement of qualifications for these proposed services, per Request for Proposal for Management Services that is available at the Travis County Housing Finance Corporation, at 314 W 11th Street, Room 540, Austin, Texas 78701. The telephone number is (512) 854-4743.

The Corporation must receive proposals no later than April 17, 2009 to be considered. The Corporation reserves the right to negotiate with any and all firms that submit proposals as per the Texas Professional Services Procurement Act and the Office of Management and Budget Circular A-102.

The Travis County Housing Finance Corporation is an Affirmative marketing /Equal Opportunity Employer and encourages Historically Underutilized Businesses to submit proposals.

List of Home Buyer Education Service Providers in Travis County

**Cen-Tex Home of Our Own
2212 S. Congress
Austin, Texas 78704
(512) 472-9201**

**Consumer Credit Counseling Service of Austin
1106 Clayton Ln., Suite 200W
Austin, Texas 78723
(512) 447-0711**

**East Austin Economic Development Corporation
1009 East 11th Street
Austin, Texas 78702
(512) 472-1473**

**Frameworks Community Development Corporation
701 Tilley St., Suite A-7B
Austin, Texas 78702
(512) 385-1500**

**Texas Cooperative Extension – Austin
1600-B Smith Road
Austin, Texas 78721
(512) 854-9600**

**United Cerebral Palsy Association of Texas, Inc.
1016 La Posada, Suite 145
Austin, Texas 78752
(512) 472-9195**

**The Mercer Group
900 S. Mandell
Round Rock, Texas 78664
(512) 244-4963**

**Austin Housing Authority
1124 IH-35 South
Austin, Texas 78704
(512) 477-4488**

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session March 24, 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 a \$50,000 grant request by FRAMEWORKS CDC to provide Foreclosure Prevention Counseling services during a 12 month period to 112 families in Travis County.

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).
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09 MAR 17 AM 11:07
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY HOUSING FINANCE CORPORATION



AGENDA MEMO

To: TCHFC Board of Directors
From: Miguel Gonzalez, Sr. Financial Analyst 
Date: March 16, 2009
Re: Consider and possible action on a grant request by FRAMEWORKS CDC.

Agenda Summary

FRAMEWORKS Community Development Corporation, is requesting a **\$50,000 grant to support Foreclosure Prevention Counseling** services during a twelve month period. During that period 112 families living in Travis County but outside the city of Austin will receive customized foreclosure prevention counseling services. FRAMEWORKS CDC will hire an additional counselor to meet additional capacity.

Organization Background

FRAMEWORKS CDC was incorporated as a nonprofit in Texas in December 2004 and received an IRS 501(c)3 status in March 2005. FRAMEWORKS is located in East Austin on 701 Tillery Street where they provide among other services **Foreclosure Prevention Counseling, Homeownership Education, Financial Literacy (Self Sufficiency Programs).**

Additionally, FRAMEWORKS CDC's counselors have been trained and certified by NeighborWorks America and the U.S. Department of Housing and Urban Development to provide Loss Mitigation and Foreclosure Prevention Counseling.

Staff's Onsite Visit

On March 13th, 2009, Staff conducted an onsite visit of FRAMEWORKS CDC, to evaluate their process and capacity to provide the services outlined in their grant request.

Based on this visit, **FRAMEWORKS CDC appears capable of providing Foreclosure Prevention Counseling due in large part to their specialized understanding of the foreclosing bank's "loss mitigation" process.** Each counselor is a "specialist" with a certain bank and has established a personal contact at the foreclosing bank.

Example: If a family is having trouble with a Wells Fargo Mortgage, they are directed to the counselor that is focused on that Bank. This is critical to timeliness.

Additionally, they have developed a strong sense of how to prepare and present the foreclosing bank's "Work-out" packet to ensure a high probability of successful negotiation on behalf of the family.

Lastly, FRAMEWORKS CDC has worked to maintain knowledge of "foreclosure prevention" tools that may become available from the federal government. New "tools" will be immediately utilized to benefit families facing foreclosure.

Possible Action

If the Board so wishes to approve the grant request; it would be appropriate **to direct staff and Cliff Blount to draft a contract between TCHFC and FRAMEWORKS CDC for review and final approval by the Board.**

Attachments

Attachment A – Foreclosure Solution Options per FRAMEWORKS CDC website.
Attachment B – FRAMEWORKS CDC Grant Request.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Harvey Davis, Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION



AGENDA MEMO

Attachment A – Foreclosure Solution Options per FRAMEWORKS CDC website.



<http://www.frameworkscdc.org/foreclosurehelp.html>

Many Families Are Unaware of the Solutions

While most consumers are unaware of the fact, there are many options available to assist a homeowner prior to foreclosure. These options include the following:

Forbearance — suspending or reducing payments for a period of time

Repayment plan — adding past-due amounts to the future monthly payments

Loan modification — adding the past-due amounts to the principal balance, extending the term of the loan, or reducing the interest rate

Pre-foreclosure sale (short sale) — selling the property for less than is owed on the mortgage

Frameworks CDC staff persons have received extensive training in **Foreclosure Prevention and Loss Mitigation** from **Neighborworks America** and the U.S. Department of **Housing and Urban Development**.

Frameworks CDC helps families facing the threat of foreclosure by providing:

One on One Counseling to determine the family's circumstances, create a realistic budget, and develop a plan to help the family work its way out foreclosure.

Making sure that the **family is fully informed** of its **rights and responsibilities**, and possible methods of staving off the pending foreclosure.

Acting as an intermediary with the lender or loan servicing company to help the family find a positive resolution to the pending foreclosure.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Harvey Davis, Manager

SAVING HOMES FROM FORECLOSURE BENEFITS TRAVIS COUNTY

Foreclosures in Travis County have increased dramatically in the past eighteen months. Lower income working families have been impacted severely because of adjustable rate mortgages, subprime loans and reduction or loss of employment. Minority families who have been the targets of predatory lending practices have been hit especially hard by the foreclosure crisis.

In the past twelve months, Frameworks Community Development Corporation has assisted a 117 families threatened with foreclosure who own homes in the area outside of the City of Austin which stretches along the eastern side of Travis County from Pflugerville to Del Valle.

Keeping families in their housing should be a priority for the health and well being of the families and also the community as a whole.

FORECLOSURE PREVENTION

Frameworks is committed to helping families to save their homes when they are faced with mortgage delinquency and threatened by foreclosure. Best Practices in Foreclosure Prevention Counseling have been combined with strategic use of media to effectively help lower income and minority families facing foreclosure to retain their homes.

Frameworks Counselors have been trained and certified by NeighborWorks America and the U.S. Department of Housing and Urban Development to provide Loss Mitigation and Foreclosure Prevention Counseling. Frameworks has adopted the National Standards for Foreclosure Intervention Counseling.

Counselors help the families to assess their current circumstances by

- Gathering information on the mortgage delinquency, family income sources, regular expenses, and other debt and obligation.
- A crisis budget is developed and an action plan is created to deal with the foreclosure problem.
- With the participation of the family, the Counselor will contact the lender/servicer to negotiate a settlement which is feasible for the family and acceptable to the lenders.



Relationships have been established with major lenders and loan servicers to hold workshops for delinquent borrowers. At the workshops, families are able to have an initial meeting with a Counselor and a lender representative. Follow up sessions are held to develop an action plan and negotiate a loan modification.

The relationships with the lenders and servicers allow Counselors to receive an immediate response to postpone pending foreclosures and to streamline the process of obtaining a loan modification approval.

Frameworks has a strong record of success in helping families to save their homes from foreclosure. Of the families 300 families served in 2008: 21% received a Loan Modification; 16% achieved a Forbearance Agreement; 8% negotiated a Pre-Foreclosure Sale and 33% are currently receiving ongoing counseling and negotiation with lenders.

As a result of interventions with lenders, the mortgage interest rates were reduced by an average of 3% with an average payment reduction of \$305 per month.

COMMUNITY OUTREACH

Aggressive outreach is conducted to contact families in mortgage delinquency and threatened foreclosure. Flyers are sent each month to families whose homes are posted for foreclosure. Examples are attached. Radio and television are used to spotlight Foreclosure Prevention services.

Frameworks partners with **Univision** using **A Su Lado** (On Your Side) Telethons on Homeownership and Foreclosure to communicate critical information in Spanish to Hispanic families about resources to achieve and sustain homeownership. Reporters from Univision contact Frameworks on a weekly basis for interviews about emerging housing and foreclosure issues. Families who have been assisted by Frameworks help on a volunteer basis by telling their stories in interviews. Frameworks also participates in **Univision Ferias** (Fairs) in the community to connect with families interested in homeownership or seeking foreclosure assistance.

Frameworks also hosts "**Street Centz**", a weekly program about Homeownership and Financial Empowerment on **KAZI-FM**, a community owned radio station focused on the African American community. Guests with expertise in specific subjects such credit repair, real estate, or mortgage finance are interviewed on the program.



Major news outlets utilize Frameworks leaders as experts on foreclosure prevention and homeownership preparation.

PARTNERSHIP AND COLLABORATION

Success of the Frameworks **Foreclosure Prevention Counseling** program is directly related to collaborations and partnerships with many other organizations in the community. We work with lenders, realtors, home builders, affordable housing programs, numerous non profit organizations, local and state government, churches, social services agencies, schools, foundations, information and referral services, local radio and television stations, local newspapers, and neighborhood groups to help families to achieve and sustain homeownership.

Frameworks is an active member of the Texas Foreclosure Prevention Task Force which is a coalition of more than 100 organizations from across Texas working to avert foreclosures through public education, legislative advocacy and fund raising for **Foreclosure Prevention Counseling** services.

The national HOPE Hotline receives 8000 to 10000 telephone calls each day from families seeking assistance with threatened foreclosures. The HOPE Hotline in turn relies on locally based HUD approved Housing Counseling Agencies such as Frameworks to provide direct in person help to these families. Frameworks receives numerous HOPE Hotline referrals each week.

Financial support is received from the National Foreclosure Mitigation Counseling program which is a federally funded program administered through NeighborWorks America and Texas Department of Housing and Community Affairs. Frameworks was recently notified that it will receive funding support from the U.S. Department of Housing and Urban Development.

REQUEST FOR FUNDING

Frameworks requests that Travis County provide **\$50,000** to support **Foreclosure Prevention Counseling** services during a twelve month period. During that period, 112 families living in Travis County outside of the City of Austin would receive a full level of foreclosure prevention counseling services. Those services would include:

- ❖ Interviewing the family in person to gather information concerning the mortgage, any delinquency, communications which have occurred with the lender, family income resources, expenses and other debt obligations.



- ❖ Development of a crisis budget to deal with the pending foreclosure problem.
- ❖ An explanation of all available options including Loan Modification, Forbearance, Partial Claim, Loan Repayment, Deed in Lieu of Foreclosure, Market Rate Sale, and Pre-Foreclosure Sale (Short Sale).
- ❖ An Action Plan would be created to outline steps to be taken by the family and by the Counselor.
- ❖ With the authorization and participation of the family, the Counselor will contact the lender or servicer to negotiate a work out plan which is feasible for the family and acceptable to the lender.
- ❖ The Counselor will work with the family to review any proposed modification or settlement to make certain that it accurately reflects the agreed resolution.
- ❖ Contact will be made with each family at three months, six months, and twelve months to determine whether the resolution of the foreclosure problem has been successful and whether the family needs further assistance.
- ❖ All activity will be entered into the Home Counselor Online system and a hard copy file will be maintained for any written documents.
- ❖ The Home Counselor Online system will be used to generate any periodic activity reports concerning the number of families served and the outcomes of the Counseling activity.

BENEFITS OF SAVING HOMES FROM FORECLOSURE

- ❖ **Burden on the Community.** Families who stay in their homes do not become burdens on the community through homelessness, mental health issues, and health concerns. Children's education is not disrupted. Blight and deterioration of neighborhoods is avoided. Crime and public safety burdens do not rise as a result of vacant and abandoned houses.
- ❖ **Property Tax Revenue.** Families retaining their homes pay their property taxes. Foreclosures cause property values and tax revenues to drop. Foreclosing lenders avoid paying taxes until the property is resold.



- ❖ **Foreclosure Prevention Counseling** is an effective solution which is less expensive than families becoming a burden on government and social services. Resolution of foreclosures through counseling and negotiation lessens the need for legal representation.

ANALYSIS OF THE FEDERAL PLAN TO RESOLVE THE FORECLOSURE CRISIS

The **Making Home Affordable** program announced by President Obama and the U.S. Treasury Department in recent weeks contains several important components to help families stay in their homes:

1. **Refinancing.** The Plan makes refinancing available at lower rates to homeowners who have stayed current on their mortgage payments and the value of their home has dropped too low to normally allow refinancing.
2. **Loan Modification.**
 - a. If a lender modifies a loan to bring the payment level down to 38% of the borrower's income, the federal program will provide dollar for dollar match to bring the payment level down to 31% of the borrower's income. The modified payments will stay in place for five years and then be gradually stepped up at 1% per year to the conforming loan survey rate at the time of modification.
 - b. Lenders will receive an up front fee of \$1000 for each eligible modification and will receive additional \$1000 "pay for success" fees for up to three years.
 - c. Incentive payments to lenders will be made for modification of loans for borrowers who are current but at risk of becoming delinquent.
 - d. Extra incentives will be available to keep paying on time under the modified loan by providing up to a \$1000 per year for five years to reduce the principal balance.
3. **Clear and Consistent Guidelines for Loan Modification.**
 - a. The Administration announced guidelines for sustainable mortgage modifications that may be used by all federal agencies and the private



sector. Fannie Mae and Freddie Mac will require use of the guidelines for loans which they own or guarantee. Ginnie Mae, the Federal Housing Administration, Treasury, the Federal Reserve, the FDIC, the Department of Veterans Affairs and the Department of Agriculture will implement these guidelines. Any recipient of the Financial Stability Plan will be required to utilize the guidelines.

4. Judicial Modification of Home Mortgages during Bankruptcy for Borrowers who have run out of options.

- a. The U.S. House passed legislation by which bankruptcy judges will be able to reduce the principal balance on a home to current market value if the borrower has tried but has been unsuccessful in obtaining a loan modification from the lender or servicer. Action in the U.S. Senate is pending.

5. Supporting Low Mortgage Rates By Strengthening Confidence in Fannie Mae and Freddie Mac.

Using funds already authorized in 2008, the Treasury Department increased its funding commitment to Fannie Mae and Freddie Mac to ensure the strength and security of the mortgage market and to help maintain mortgage affordability.

ROLE OF FRAMEWORKS IN IMPLEMENTING THE HOUSING PLAN

Working through the Texas Foreclosure Prevention Task Force, the U.S. Department of Housing and Urban Development and NeighborWorks America, Frameworks leaders and staff have been briefed on the details and implementation steps for the **Making Home Affordable** plan. Frameworks will play several key roles in helping to implement the federal plan:

1. Frameworks Counselors meet with borrowers whose mortgages are delinquent or are at risk of becoming delinquent and explain the possible resolution options including those available under the **Making Home Affordable** plan. After gathering information on the mortgage, family income, expenses, and other debts, the Counselor will help the family to determine which option is most feasible and help the family to negotiate with the lender for a satisfactory resolution.



2. Borrowers whose back end debt ratio exceeds 55% of their income will be required to enter a HUD certified counseling program such as Frameworks, before qualifying for a loan modification under the federal plan.
3. Frameworks is working in partnership with Fannie Mae to send notices of Foreclosure Prevention Counseling services to all borrowers with mortgages owned or insured by Fannie Mae who are delinquent or at risk of becoming delinquent. The objective is to make contact with families as early as possible in the delinquency.
4. Frameworks is in contact with Wells Fargo Bank, Bank of America, GMAC, JP Morgan Chase Bank, Citi Bank and other major mortgage lenders to implement a similar model of notices to reach borrowers as early as possible in their delinquency.

ABOUT FRAMEWORKS

Frameworks is 501(c)(3) non profit corporation and is a Housing Counseling Agency approved by the U.S. Department of Housing and Urban Development to provide **Homebuyer Education, Pre-Purchase Counseling, Mortgage Delinquency Counseling, Loss Mitigation Counseling, Post-Purchase Counseling and Money/Debt Management Counseling.**

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session March 24, 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 one lot owned by Austin Habitat for Humanity, Inc., 4500 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: March 24, 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 seventh lot for a qualified home buyer (4500 Acers Lane). They request the Corporation release the lien on the lot.

Cliff Blount has reviewed the Partial Release documents and told me that it is appropriate for the Board to execute the document.

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

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: March ___, 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 5, 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

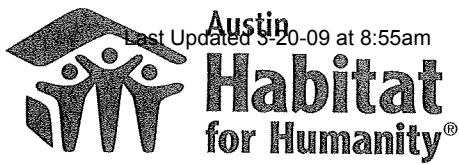
This instrument was acknowledged before me on March, 2009, by _____,
_____ of Travis County Housing Finance Corporation, a Texas public non-profit
corporation, on behalf of the corporation.

Notary Public, State of Texas

Prepared By:
Hancock & McGill, L.L.P.
Attorneys at Law

TCHFC Partial Release - 4500 Aces Lane (Clemente & Guerrero)

AFTER RECORDING RETURN TO:



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

CHANGE LIVES

March 14, 2009

austinhabitat.org

To the Board of Directors of Travis County Housing Finance Corporation:

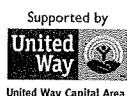
Austin Habitat for Humanity hereby certifies that Manuel Clemente & Yudelkis Guerrero is eligible to purchase the home at 4500 Acers through the homebuying program of Austin Habitat for Humanity. This family has met each of the following requirements:

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

CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session March 24, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe
President

Requested Text: 1. Consider and take appropriate action on request to give permission to Dru Landrum to use the business name Capital HealthStaff, LLC.

Approved by: _____
Signature of Samuel T. Biscoe, President

- 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.

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAR 12 AM 9:05

CAPITAL HEALTH FACILITIES DEVELOPEMENT CORPORATION

DATE: March 24, 2009
TO: Board of Directors
FROM: Harvey L. Davis, Manager 
SUBJECT: Request for Consent to Use Similar Name

Summary and Background Information:

Dru Landrum sent a letter asking the Corporation's permission to use the business name **Capital HealthStaff, LLC**.

Mr. Landrum has a Dallas-based healthcare staffing firm serving North and Central Texas.

The Texas Secretary of State has deemed his business name to be similar to the Corporation's name. Mr. Landrum must obtain written consent from Capital Health Facilities Development Corporation to use the name Capital HealthStaff, LLC.

Staff recommends you approve the attached letter that grants Mr. Landrum's request.

cc: Cliff Blount, Attorney
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager

CAPITAL HEALTH FACILITIES DEVELOPEMENT CORPORATION
314 W. 11TH STREET, ROOM 540
AUSTIN, TEXAS 78701
(512) 854-4743

March 24, 2009

Capital HealthStaff, LLC
Attn: Dru Landrum
3116 Oliver Ave.
Dallas, Texas 75205

Dear Mr. Landrum:

Our Board of Directors met today to consider your request to use the business name Capital HealthStaff, LLC since the Texas Secretary of State has deemed this name to be similar to our organization's name.

We grant permission for you to use the business name **Capital HealthStaff, LLC**.

This letter is intended to fulfill the Secretary of States requirement that written consent must be given for you to use the name Capital HealthStaff, LLC.

Sincerely,

Sam T. Biscoe
President

March 2, 2009

**RE: Capital Health Facilities Development Corporation
Request for Consent to Use Similar Name**

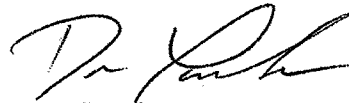
Ladies and Gentlemen:

I am respectfully writing to you to seek permission to use the business name **Capital HealthStaff, LLC**. Our organization is a small healthcare staffing firm providing short-term personnel solutions to home health organizations in North and Central Texas. The Texas Secretary of State has deemed this name to be similar to your organization's name, Capital Health Facilities Development Corporation. Therefore, pursuant to the Texas Administrative Code, I must obtain your written consent to use the name Capital HealthStaff, LLC.

Our organization would be extremely grateful if you would allow us to use the name Capital HealthStaff, LLC. If you agree to the use of the name, please provide written consent on your organization's letterhead. No particular form is required, but it must be signed by an officer or other person authorized by the company. I have provided a self-addressed stamped envelope for your convenience.

Again, I want to thank you for your time and consideration. I hope that you will consent to our use of the name Capital HealthStaff, LLC. Your help in this matter is sincerely appreciated. Please feel free to contact me directly if you have any questions or concerns.

Very truly yours,



Dru Landrum
3116 Oliver Ave
Dallas, TX 75205
(903) 821-4128
drulandrum@yahoo.com

P.S. In the event you choose to withhold consent, I ask that you contact me with that decision in order to expedite the filing process on our end.

Enclosures



Office of the Secretary of State

February 18, 2009

Dru Landrum
4447 N. Central Expwy., Ste. 110 #231
Dallas, TX 75205 USA

Batch Number: 24671693

Document Number: 246716930002

Re: **Capital HealthStaff, LLC**
Certificate of Formation

This office has received and reviewed the above referenced document. The review reveals the following objections to the filing of the document. The document and any checks submitted in payment of statutory fees are returned to you for correction and resubmission. If payment of fees were to be charged to a credit card, LegalEase®, or a SOS client account, the account has not been charged.

1. Article 1---The entity name is not available because it is similar to that of an existing entity. The name may be used only if written consent to use the name is obtained from the entity named below. For a preliminary check on name availability you may call (512) 463-5555 or e-mail corpinfo@sos.state.tx.us.

Filing Number	Entity Name	RA Name	RA Address
60921401	CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION	Cliff Blount	8310 N. Capital of Texas Highway, Suite 490, Austin, TX, 78731

Sincerely,

Melissa Williams
Corporations Section
Business & Public Filings Division
512-463-5583

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: MWILLIAMS

Fax: (512) 463-5709
TID: 10004

Dial: 7-1-1 for Relay Services
Document: 246716930002

March 2, 2009

Mr. Cliff Blount
Registered Agent
8310 N. Capital of Texas Highway
Suite 490
Austin, TX 78731

**RE: Capital Health Facilities Development Corporation
Request for Consent to Use Similar Name**

Dear Mr. Blount:

I am contacting you to seek permission from Capital Health Facilities Development Corporation to use the business name **Capital HealthStaff, LLC**. Will you please forward the attached letters to your principal, Capital Health Facilities Development Corporation? I sincerely appreciate your help. Please contact me if you have any questions.

Very best,



Dru Landrum
3116 Oliver Ave
Dallas, TX 75205
(903) 821-4128
drulandrum@yahoo.com

Enclosures