



Travis County Commissioners Court Agenda Request

Meeting Date: December 27, 2011

Prepared By: Barbara Smith **Phone #:** 854-9661

Director/Manager: Roger A. El Khoury, M.S., P.E., Director, FMD

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action regarding:

- A. Presentation of Patriotic Employer certificate to the Travis County Commissioners Court from Employer Support of the Guard and Reserve (ESGR); and
- B. Presentation of military honors to Travis County employee Colonel Leroy Ontiberos from Maj Gen Gary Bunch and Maj Gen Jaye Wells.

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department employee Leroy Ontiberos has served 4 tours of duty ranging from 14-18 months in Iraq. Colonel Ontiberos will be presented the Meritorius Service Medal for his job performance on the Responsible Reset Taskforce for Lt Gen Pillsbury, the Legion of Merit for 36 years, 5 months of service to the U.S. Army and the Purple Heart for wounds received in Balad, Iraq.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429
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Travis County Commissioners Court Agenda Request

Meeting Date: December 27, 2011

Prepared By: John Carr **Phone #:** 854-4772

Director/Manager: Roger A. El Khoury, M.S., P.E., Director, FMD

Handwritten signature of Roger A. El Khoury in black ink.

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on approval of a replacement license agreement for 60 parking spaces located at 9th and Lavaca Street.

BACKGROUND/SUMMARY OF REQUEST:

Travis County has rented parking in the garage located at 9th and Lavaca since September 2001. The current license agreement for 60 unreserved parking spaces at this garage expires on December 31, 2011. Facilities Management Department (FMD) contacted the current operator of the garage, AMPCO Systems Parking and confirmed their willingness to enter into a new license agreement for another 12 months at the same terms as the expiring agreement. The new license agreement which is attached will provide access to 60 unreserved parking spaces at a rate of \$100 per month for each space from January 2012 through December 2012.

STAFF RECOMMENDATIONS:

Facilities Management Department (FMD) recommends approval of the license agreement between Travis County and AMPCO Systems Parking for the use of 60 unreserved parking spaces at the 9th and Lavaca Street garage.

ISSUES AND OPPORTUNITIES:

Facilities Management Department collaborated with Ms. Tenley Aldredge with the County Attorney's Office on the new license agreement. Funding for these parking spaces is included in the FMD lease budget. There are no financial or legal issues that would impact approval of this new agreement.

FISCAL IMPACT AND SOURCE OF FUNDING:

Annualized cost is \$72,000, funded in lease budget line item.

ATTACHMENTS/EXHIBITS:

1. License Agreement

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429
Tenley Aldredge	Assistant County Attorney	County Attorney	854-9415
<i>CMC</i> Cynthia McDonald	Financial Manager	TNR	854-9383

CC:

Amy Draper	Financial Manager	FMD	854-9040

9520 – Facilities - 0101

**LICENSE AGREEMENT BETWEEN
TRAVIS COUNTY AND AMPCO SYSTEMS PARKING, INC.
FOR PARKING SPACES AT 9TH STREET AND LAVACA**

This License Agreement for Parking Space (this "Agreement") is entered into by and between TRAVIS COUNTY, TRAVIS, a political subdivision of the State of Texas ("COUNTY" OR "LICENSEE") and AMPCO Systems Parking, Inc., a corporation authorized to do and doing business in the State of Texas ("LICENSOR").

WHEREAS, COUNTY is currently licensing, and desires to continue to license, sixty unreserved parking spaces in the parking garage located at 9th and Lavaca, City of Austin, County of Travis (the "Facility") from LICENSOR; and

WHEREAS, LICENSOR has agreed to continuation of the existing use of sixty spaces by COUNTY at the current rate.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Term. The term of this Agreement shall commence upon the Effective Date and terminate December 31, 2012 (the "Initial Term") unless sooner terminated pursuant to the terms hereof.

License Grant. LICENSOR hereby licenses to COUNTY the right to use the following unreserved parking spaces at the Facility (the "Licensed Premises"): sixty (60) spaces for the period commencing on the Effective Date and terminating on December 31, 2012.

Address of Parties. LICENSOR's address for all purposes under this Agreement is:

AMPCO Systems Parking, Inc.
816 Congress Avenue, Suite 130
Austin, Texas 78701

LICENSEE's address for all purposes under this License is:

Honorable Samuel T. Biscoe (or his successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

LICENSEE shall pay LICENSOR the sum of \$100.00 per space per month (or \$6,000.00 per month) for providing the Licensed Premises in accordance with the specifications set out above and the terms and conditions of this Agreement (the "License Fee"). By signature hereto, LICENSOR verifies that it operates and/or manages the Licensed Premises on behalf of the owner and is authorized to enter into this Agreement and hereby offers the same to COUNTY in accordance with the terms and conditions of this Agreement for the consideration set out above.

The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(6) of the Local Government Code in that it involves land.

General Terms and Conditions

1. The License Fee is due and payable on a full-month basis on the first day of the month for which such fee is due. The License Fee will not be prorated for any reason whatsoever, except for (i) the first month if LICENSEE commences use of the Licensed Premises on any day other than the first day of such month, (ii) the last month if LICENSOR terminates this License on any day other than the last day of such month and such termination is not due to LICENSEE's breach or default under this License, and/or (iii) the last month if LICENSEE or LICENSOR terminates this License on any day other than the last day of such month pursuant to termination provisions set forth herein. No refunds, credits or allowances shall be granted to LICENSEE for any absence, vacation or other non-use of such parking privileges at the Licensed Premises.
2. LICENSOR acknowledges that the owner of the Facility maintains liability insurance coverage for the Licensed Premises. LICENSEE covenants and agrees to repair all damage to the Licensed Premises caused through action of LICENSEE's employees except to the extent of any contributory negligence of LICENSOR.
3. LICENSEE PARKS EACH VEHICLE IN/ON THE LEASED PREMISES AT ITS OWN RISK. ONLY A LICENSE TO PARK SAID VEHICLES IS HEREBY GRANTED. NO PROPERTY INTEREST IS BEING CONVEYED AND NO BAILMENT IS CREATED HEREBY. LICENSEE ACCEPTS THE USE OF THE LEASED PREMISES IN ITS "AS IS" CONDITION AND SHALL BE RESPONSIBLE FOR LOCKING SAID VEHICLES AND RETAINING THE KEYS. LICENSOR IS NOT RESPONSIBLE FOR FIRE, THEFT, VANDALISM, DAMAGE OR LOSS OF VEHICLES OR THEIR COMPONENT PARTS OR PERSONAL PROPERTY THEREIN, HOWEVER CAUSED.
4. If the Licensed Premises are so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this License shall cease and

be void, and the License Fee and other obligations hereunder shall be due and payable only to the date of such damage.

5. LICENSEE shall have access to the Licensed Premises 24 hours a day, 7 days a week.
6. In the event LICENSEE shall be in default in the payment of the License Fee or other charges hereunder or shall otherwise breach its covenants or obligations hereunder, and shall be and remain in default for a period of thirty (30) days after notice from LICENSOR to it of such default, LICENSOR shall have the right and privilege of terminating this Agreement and of entering upon and taking possession of the Licensed Premises, and shall have the remedies now or hereafter provided by law for recovery of the License Fee, repossession of the Licensed Premises and damages occasioned by such default.
7. In the event LICENSOR shall breach or be in default in the performance of any of the covenants or obligations on it herein imposed, and shall remain in default for a period of thirty (30) days after notice from LICENSEE to it of such default, LICENSEE shall have the right and privilege of terminating this Agreement and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default.
8. LICENSEE may not assign this Agreement without LICENSOR's prior written consent in each instance.
9. This Agreement represents the entire and integrated agreement between LICENSOR and LICENSEE and supersedes all prior negotiations, representations, or agreements, either oral or written. This License may be amended only written instrument signed by both LICENSOR and LICENSEE. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.
10. LICENSOR may terminate this Agreement upon written notice in the event the Facility or Licensed Premises are sold or LICENSOR's underlying agreement to operate the Facility or Licensed Premises should terminate or expire.
11. At LICENSEE's option, LICENSEE may terminate this Agreement or reduce the number of leased parking spaces by giving LICENSOR thirty (30) days advance written notice. LICENSOR may reduce the number of leased parking spaces in increments of 20 spaces, or terminate this Agreement, by giving LICENSEE thirty (30) days advance written notice.

12. The term of this Agreement may be extended beyond the Initial Term on a month to month basis subject to the written agreement of the parties with respect to the License Fee due for such month to month renewal; provided, however, that LICENSEE shall send a written request to LICENSOR at least thirty (30) days prior to expiration of the Initial Term requesting such month to month extension. LICENSOR may accept or decline such request in LICENSOR's sole discretion.
13. In addition, LICENSOR hereby agrees that any Travis County employee has the option to independently contract with LICENSOR to lease a parking space at the same monthly License Fee as that offered to LICENSEE; provided, however, any such independent contracting shall be subject to the availability of spaces in the Facility, as determined by LICENSOR in its sole discretion.
14. If LICENSOR has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached hereto as Attachment 1 and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by LICENSOR or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by LICENSOR and prior to full performance of this License, LICENSEE shall have the right to terminate this Agreement upon written notice to LICENSOR and any License Fee due for any partial month shall be prorated on a daily basis and refunded to LICENSEE. "Is doing business" and "has done business" shall mean:
 - (i) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - (ii) loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - (iii) but does not include:
 - (a) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - (b) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by LICENSOR in the ordinary course of its business; and

- (c) a transaction for a financial service or insurance coverage made on behalf of LICENSOR if LICENSOR is a national or multinational corporation by an agent, employee or other representative of LICENSOR who does not know and is not in a position that he or she should have known about this Agreement.
15. 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 §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
 16. Conflict of Interest Questionnaire. If required by Chapter 176, Texas Local Government Code, Licensor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Licensor 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, Licensor shall submit an updated Questionnaire. Licensor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.
 17. Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving LICENSOR thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.
 18. W-2. LICENSOR 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 and its rules and regulations before any Agreement funds are payable.
 19. Non-Waiver of Default. The waiver of a breach of any term or condition of this Agreement is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of COUNTY may waive any breach of any term of condition of this Agreement unless expressly granted that specific authority by Commissioner Court. 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.

- 20. Disbursement to Persons with Outstanding Debt. In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of LICENSOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the LICENSOR, or an agent or assignee of LICENSOR until: (i) the County Treasurer notifies LICENSOR in writing that the debt is outstanding; and (ii) the debt is paid. "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY. COUNTY may apply any funds COUNTY owes LICENSOR to the outstanding balance of debt for which notice is made as provided herein, if the notice includes a statement that the amount owed by the COUNTY to LICENSOR may be applied to reduce the outstanding debt.

This License shall be effective as of the later date set forth below (the "Effective Date").

LICENSOR: AMPCO Systems Parking, Inc.

By: _____
Lenard Carder
Executive Vice President

Date: _____

LICENSEE: Travis County, Texas

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

ATTACHMENT 1

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

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

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by LICENSOR to make this affidavit for LICENSOR.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. LICENSOR has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom LICENSOR is doing business or has done business during the 365-day period immediately before the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____, 2011.

Notary Public of the
State of Texas

Printed Name of Notary
My commission expires: _____

EXHIBIT A to Attachment 1
LIST OF KEY CONTRACTING PERSONS
November 4, 2011

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Jacob Cottingham*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Vacant	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications ..	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
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
 Director, Health Services Division Beth Devery
 Attorney, Health Services Division Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M.
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV Diana Gonzalez
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Elizabeth Corey, C.P.M.
 Purchasing Agent Assistant III Rosalinda Garcia
 Purchasing Agent Assistant III Loren Breland, CPPB
 Purchasing Agent Assistant II C.W. Bruner, CTP
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
County Executive, TNR.....	Joseph Gieselman	01/31/12
Purchasing Agent Assistant IV.....	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget	Rodney Rhoades	08/19/12

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



Travis County Commissioners Court Agenda Request

Meeting Date: December 27, 2011

Prepared By: Linda Laack **Phone #:** 219-6190

Division Director/Manager: Jon White

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding two separate License Agreements to assist Travis County staff with trapping and controlling the feral hog population on Travis County's Parks and the Balcones Canyonlands Preserve (BCP). The License Agreements are with the following individuals: Matt Lucas and Bobby Jay Williamson.

BACKGROUND/SUMMARY OF REQUEST:

The goal of this request is to control the serious feral hog damage on Travis County Parks and the BCP. Feral hogs are members of the same family as domestic hogs, and include European wild hogs, feral domestic hogs, and hybrids. Feral hogs are omnivores. They destroy large areas of native vegetation as they search for roots and invertebrates in the soil. They also prey on young native animals. Adjacent to Parks and the BCP, feral hogs destroy landscaping in subdivisions, damage cropland, and kill young livestock. The feral hogs in Travis County either escaped captivity or were introduced to undeveloped areas of the County primarily for hunting purposes. Since most fences do not restrict their movements, the feral hog population has been spreading out and expanding its range within the County. Currently, the largest numbers of feral hogs appear to be located in the northwestern, far eastern and western parts of the County.

The feral hog is an unprotected, non-game animal under Texas Parks and Wildlife Department regulations and therefore may be taken at any time of the year. This plan to remove feral hogs from Travis County BCP lands is in accordance with our BCP Land Management Plan that was approved by the BCCP Coordinating Committee and the U.S. Fish and Wildlife Service. Use of License Agreements with volunteer hog trappers is an approved practice in the Wildlife Management Permit for Travis County Managed Parks and Preserves.

Travis County is currently managing over 7,500 acres of land as part of the BCP. Much of the BCP is currently populated by feral hogs. Additionally, Travis County manages several Parks that are frequented by feral hogs. In previous years, Travis County entered into one year License Agreements with various hog trappers to

remove feral hogs from the BCP (FY 2002, 2003, 2004, 2006, 2007 and 2009). Natural Resources managers have recognized a need to continue to control the feral hog population in the BCP and Parks and want to issue License Agreements to two different hog trappers ("Licensees") for the purpose of trapping and removing feral hogs. One returning Licensee and one new Licensee are proposed for FY 2012. The License Agreements are proposed to be issued for a three-year period for the returning Licensee and for a one year period for the new Licensee, with the option to be extended for an additional one year. To be effective, the County shall exercise this option in writing at least thirty (30) days prior to expiration of the License Term. The Licensees will perform the feral hog trapping and removal services (the "Services") at no charge to the County and they affirm that they are experienced trappers qualified to provide such services in accordance with the terms and conditions stated in the License Agreements. Matt Lucas and Bobby Jay Williamson have each successfully trapped feral hogs on other properties for many years.

STAFF RECOMMENDATIONS:

Due to the damage that feral hogs cause to Parks and the BCP, it is recommended that the Commissioners Court authorize the Licensees to trap and remove feral hogs from Travis County properties in coordination with Parks and Natural Resources Staff.

ISSUES AND OPPORTUNITIES:

The License Agreements include safeguards about the Licensees' use of firearms and contains protections for the Licensed Spaces. It provides the County with Liability and Indemnification that will hold the County harmless against all claims. It contains trapping standards to ensure humane treatment of trapped animals. It contains the County's right to terminate the agreement at any time at our sole discretion. TNR staff will work very closely with the Licensees to make sure that the terms of the agreement are followed and that this program is run safely.

FISCAL IMPACT AND SOURCE OF FUNDING:

There will be no cost to the County for these "Services". Staff time will be needed to coordinate with the Licensees to oversee the trapping program. If the feral hogs are not trapped and removed from Parks and the BCP, they will continue to cause severe damage to endangered species habitat, ball fields, and fences, requiring future costly restoration and fence repairs.

ATTACHMENTS/EXHIBITS:

- License Agreement signed by Mr. Matt Lucas
- License Agreement signed by Mr. Bobby Jay Williamson

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
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Steve Manilla	County Executive	TNR	854-9429
Jon White	Division Director	TNR-NREQ	854-7212

CC:

Rose Farmer	Program Manager, NR	TNR	854-7214
Julie Joe	County Attorney	CA	854-4835
Charles Bergh	Division Director, Parks	TNR	854-9408
Robert Armistead	Program Manager, Parks	TNR	854-9831

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COPY

**LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND
MATT LUCAS FOR USE OF COUNTY PROPERTY TO TRAP FERAL HOGS**

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Matt Lucas, an individual residing in Travis County, Texas ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of the real property situated in the Balcones Canyonland Preserve ("BCP") and County Parks ("Parks"), as further described in Exhibit A, attached hereto and made a part hereof (the "Property");

WHEREAS, County has recognized a need to control the feral hog population in the BCP and Parks and desires to permit Licensee to use certain acreage situated on the Property for the purpose of trapping, shooting, and removing feral hogs; and

WHEREAS, Licensee desires to perform the feral hog trapping, shooting, and removal services (the "Services") at no charge to County and affirms that he is an experienced shooter and trapper qualified to provide the Services in accordance with the terms and conditions stated herein.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed, covenant and agree as follows:

I. GRANT AND SCOPE OF LICENSE

1.1 County hereby grants to Licensee the right to enter and use the Licensed Space for the sole and exclusive purpose stated herein (the "License"). For purposes of this Agreement, the "Licensed Space" means the surface only of that certain acreage situated on the Property as described in Exhibit A. Licensee does not have the right to enter upon any portion of the Property not described in Exhibit A and County has the right to exclude Licensee from unlicensed areas at ALL times.

1.2 The License includes the right to bring onto the Licensed Space personal property, including firearms, materials and equipment for the purpose stated herein.

1.3 Licensee must be present during performance of the Services. Licensee acknowledges and agrees that he does not have authority to permit agents, employees, guests or any other person to enter the Licensed Space, except for one assistant who may accompany Licensee during performance of the Services. The only assistant who may accompany Licensee is Larry Thomas. This

assistant is not allowed to shoot on the Licensed Space or as part of this Agreement.

II. PURPOSE

2.1 Licensee has the right to enter and use the Licensed Space for the sole and exclusive purpose of trapping, shooting, and removing feral hogs in accordance with the terms of this Agreement.

III. CONTROL OF TRAVIS COUNTY

3.1 Licensee must at all times obey the direction and commands of the County Executive of the Travis County Transportation and Natural Resources Department (the "County Executive -TNR") or his designees while on the Licensed Space. Any disregard of directions is grounds for immediate revocation of the License by the County Executive or his designated representatives. Duly authorized representatives of County may enter the Licensed Space, or any portion thereof, at any time, and on any occasion without restrictions whatsoever by Licensee. County reserves the right to prohibit persons, including Licensee and his assistant Larry Thomas, from entering the Licensed Space at any time safety may be a concern.

3.2 Licensee must use his best efforts not to interfere with the transaction of County business in and on the Licensed Space.

3.3 Licensee agrees to leave the Licensed Space in the same and as good a condition as when it was received, reasonable wear and tear excepted. Licensee must not injure, mar, nor in any manner deface the Licensed Space, and must not cause or permit anything to be injured, marred or defaced. Unless Licensee has obtained prior written and express consent from the County Executive, Licensee may not make any modifications to fences, gates, roads, or any buildings, furnishings or fixtures located on the Licensed Space. Licensee is expressly prohibited from bringing any flammable materials on the Licensed Space.

IV. TERM OF LICENSE

4.1 The License commences on the Effective Date, as defined herein, and terminates three years from the Effective Date (the "License Term"); however, the County and Licensee have the right to terminate this Agreement under the provisions set forth in Section XIV herein.

4.2 County has the option to extend this Agreement for one additional one-year period, during which all provisions will remain unchanged and in full force except for the termination date. To be effective, County must exercise this option in writing at least 30 days prior to expiration of the License Term.

V. LIABILITY AND INDEMNIFICATION

5.1 LICENSEE AGREES TO AND MUST INDEMNIFY, SAVE, AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEE, OR ANY OF ITS AGENTS, EMPLOYEES, OR INVITEES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED SPACE.

VI. RELEASE OF LIABILITY

6.1 Licensee agrees to release, waive, discharge and covenant not to sue County, its agents, officers, and employees for any personal injury, death, or property damage that may occur while Licensee is on the Property, including any injury, death, or property damage caused by the negligence or intentional tort of County, its agents, officers or employees.

6.2 Licensee agrees that this release is binding on his assigns, heirs and next of kin.

6.3 Licensee agrees that this release applies to any premises or special defects arising from the Property.

6.4 Licensee agrees to release County, its agents, officers, and employees from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when Licensee is treated for any purpose.

6.5 Licensee agrees 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.

VII. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

7.1 Licensee and anyone coming upon the Licensed Space in connection with this Agreement must comply with all Federal, State, County, and municipal laws and ordinances applicable to the Licensed Space, including without limitation, ownership of a valid Texas hunting license issued by the Texas Parks and Wildlife Department. Anyone who violates any applicable laws, ordinances, rules, or regulations may, at County's discretion, be removed from the Licensed Space.

VIII. LICENSES AND PERMITS

8.1 Except as otherwise expressly provided herein, Licensee is responsible for obtaining or providing all required permits, taxes, excise fees, and license fees required by any governmental authority, including, without limitation, the United States Fish and Wildlife Service and the Texas Parks and Wildlife Department, to provide the Services.

IX. SECURITY

9.1 County and Licensee agree that County is not responsible for the protection or security of personal property brought onto the Licensed Space by Licensee or any of his agents, employees, guests or any other person coming upon the Licensed Space. Further, County and Licensee agree that Licensee is solely responsible at all times during the License Term for the actions and safety of any person utilizing the Licensed Space under this Agreement, including, without limitation, protecting the person from injury or death.

X. OCCUPANCY INTERRUPTION

10.1 If the County Executive or any of his designated representatives determines that, due to conditions beyond the County's control, including property damage caused by fire, flood, tornado, windstorm, or vandalism, civil tumult, riots, or any other act over which County has no control, it is impossible or unsafe to provide access to the Licensed Space as contracted herein, County may revoke the License granted hereunder and have no other liability to Licensee on account of such revocation.

XI. RELATIONSHIP OF PARTIES

11.1 Except as provided herein, County will exercise no supervision or control over Licensee, its employees, or any other person in the service of Licensee, and County will provide no special services other than those specifically mentioned herein.

11.2 Nothing contained in this Agreement is to be deemed or construed to create a partnership or joint venture between County and Licensee, or cause County to be liable in any way for the debts and obligations of Licensee.

XII. NON-ASSIGNMENT

12.1 Unless Licensee has obtained express written consent from County, Licensee may not transfer or assign this Agreement, sub-lease the Licensed Space, or allow use of the Licensed Space other than as herein specified. If Licensee attempts to sub-lease the Licensed Space, County may terminate this Agreement and revoke the License granted hereunder. NO OFFICIAL,

EMPLOYEE, AGENT OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.

XIII. MONITORING

13.1 Licensee must perform the Services at a standard acceptable for similar services in Travis County and in a prompt and efficient manner. Specifically, Licensee must perform the Services in conformance with the following trapping standards:

13.1.1 Prior to commencing the Services, Licensee must coordinate with designated County staff to obtain written approval from the County Executive or his designee for all on baiting, trapping, and trap site shooting locations and all trap designs. (Shooting at trap site location does not require hunter insurance).

13.1.2 Licensee must monitor set traps every day and must place the traps, to the extent possible, in shaded locations.

13.1.3 Licensee must treat trapped animals as humanely as possible and dispatch trapped animals in a humane fashion. Licensee must perform each killing as quickly and painlessly as possible and immediately remove each carcass from the Property. Licensee may not remove live trapped animals from the Property.

13.1.4 Licensee may shoot from a predetermined, baited location (stand) at feral hogs in fixed locations deemed safe to shoot or while mobile (on foot or vehicle) **only** if Licensee possesses, at his own expense, insurance with limits not less than those prescribed below. With respect to required insurance, Licensee must;

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County a Certificate of Insurance evidencing required coverages.
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability

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

General Liability (Including Contractual Liability and completed operations):

(includes hunting liability)

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

Excess Liability:

Umbrella Form Not Required

Worker's Compensation:..... Statutory

Employers Liability:..... \$250,000.00

13.1.5 Licensee must coordinate with and obtain written approval from designated County staff regarding all bait and shoot events prior to each event. Licensee is not permitted to shoot while mobile (on foot or vehicle) unless Licensee has obtained prior written approval to do so from the County Executive or his designee. Licensee may use night-vision equipment if Licensee has obtained prior written approval from designated County staff prior to the event. Licensee is prohibited from hunting with dogs while on the Property.

13.1.6 Licensee must obtain prior written approval from the County Executive or his designee for any firearm or other weapon to be used by Licensee in performing the Services.

13.1.7 By the 15th day of each month that this Agreement is in effect, Licensee must provide to the County Executive or his designee a written report of the total number and the sex of each feral hogs handled, killed, and removed during the previous month.

13.2 County reserves the right to perform periodic on-site monitoring of Licensee's compliance with the above-listed standards and the other terms of this Agreement and the adequacy and timeliness of Licensee's performance.

XIV. TERMINATION

14.1 County has the right to terminate this Agreement and to revoke the License granted hereunder at any time if the County Executive , in his sole discretion, determines that Licensee has failed to abide by the terms and conditions set forth herein. If the County Executive decides to exercise this right of termination, he will provide Licensee written notice of the termination and either:

- (a) grant Licensee an opportunity to cure within ten days following receipt of the notice by Licensee and specify that Licensee's right to enter and use the Licensed Space will cease if Licensee fails to cure the default before the eleventh calendar day after Licensee receives a notice of termination , or
- (b) specify the effective date of termination, and upon that date, Licensee's right to enter and use the Licensed Space will cease.

14.2 Either party may terminate this Agreement for any reason prior to expiration of the License Term by providing 30 days' advance written notice to the other party at the address set forth in Section XV of this Agreement. Such notice must state the effective date of termination, and upon that date Licensee's right to enter and use the Licensed Space will cease.

XV. NOTICES

15.1 Any notice to be given hereunder by either party to the other must be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices will be considered sufficient if made or addressed as follows:

If to Licensee: Matt Lucas
 7911 FM 620 N.
 Austin, TX 78726

If to County: Mr. Steven M. Manilla, P.E.
 County Executive
 Travis County Dept. of Transportation & Natural Resources
 P.O. Box 1748
 Austin, Texas 78767

XVI. NON-WAIVER OF DEFAULT

16.1 No payment, act, or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement is not to be construed as a waiver of that right or privilege.

16.2 All rights of either party under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right of either party under it. No right or remedy stated in this Agreement will preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XVII. MEDIATION

17.1 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 must remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XVIII. VENUE AND CHOICE OF LAW

18.1 ALL OBLIGATIONS AND UNDERTAKINGS PERMITTED UNDER THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIX. SEVERABILITY

19.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it will remain valid and binding.

XX. ENTIRE AGREEMENT

20.1 This Agreement represents the sole, entire, and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written.

IN WITNESS WHEREOF, County and Licensee have executed this Agreement effective as of the later date indicated below (the "Effective Date").

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

Matt Lucas

Date: _____

EXHIBIT A

DESCRIPTION OF THE LICENSED SPACE

The Licensed Space includes the areas shown on the attached maps of the following County-owned tracts/property:

Balcones Canyonlands Preserve sections:
Jollyville, Bull Creek, Lake Travis and Cypress Creek Units

Travis County Parks/Preserves:
Milton Reimers Ranch County Park
Pogue Preserve
Hamilton Pool Preserve

COPY

**LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND
BOBBY JAY WILLIAMSON FOR USE OF COUNTY PROPERTY TO TRAP
FERAL HOGS**

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Bobby Jay Williamson, an individual residing in Travis County, Texas ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of the real property situated in the Balcones Canyonland Preserve ("BCP") and County Parks ("Parks"), as further described in Exhibit A, attached hereto and made a part hereof (the "Property");

WHEREAS, County has recognized a need to control the feral hog population in the BCP and Parks and desires to permit Licensee to use certain acreage situated on the Property for the purpose of trapping, shooting, and removing feral hogs; and

WHEREAS, Licensee desires to perform the feral hog trapping, shooting, and removal services (the "Services") at no charge to County and affirms that he is an experienced shooter and trapper qualified to provide the Services in accordance with the terms and conditions stated herein.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed, covenant and agree as follows:

I. GRANT AND SCOPE OF LICENSE

1.1 County hereby grants to Licensee the right to enter and use the Licensed Space for the sole and exclusive purpose stated herein (the "License"). For purposes of this Agreement, the "Licensed Space" means the surface only of that certain acreage situated on the Property as described in Exhibit A. Licensee does not have the right to enter upon any portion of the Property not described in Exhibit A and County has the right to exclude Licensee from unlicensed areas at ALL times.

1.2 The License includes the right to bring onto the Licensed Space personal property, including firearms, materials and equipment for the purpose stated herein.

1.3 Licensee must be present during performance of the Services. Licensee acknowledges and agrees that he does not have authority to permit agents, employees, guests or any other person to enter the Licensed Space, except for one assistant who may accompany Licensee during performance of the Services.

The only assistant who may accompany Licensee is Chance Lane Williamson. This assistant is not allowed to shoot on the Licensed Space or as part of this Agreement.

II. PURPOSE

2.1 Licensee has the right to enter and use the Licensed Space for the sole and exclusive purpose of trapping, shooting, and removing feral hogs in accordance with the terms of this Agreement.

III. CONTROL OF TRAVIS COUNTY

3.1 Licensee must at all times obey the direction and commands of the County Executive of the Travis County Transportation and Natural Resources Department (the "County Executive") or his designees while on the Licensed Space. Any disregard of directions is grounds for immediate revocation of the License by the County Executive or his designated representatives. Duly authorized representatives of County may enter the Licensed Space, or any portion thereof, at any time, and on any occasion without restrictions whatsoever by Licensee. County reserves the right to prohibit persons, including Licensee and his assistant Chance Lane Williamson, from entering the Licensed Space at any time safety may be a concern.

3.2 Licensee must use his best efforts not to interfere with the transaction of County business in and on the Licensed Space.

3.3 Licensee agrees to leave the Licensed Space in the same and as good a condition as when it was received, reasonable wear and tear excepted. Licensee must not injure, mar, nor in any manner deface the Licensed Space, and must not cause or permit anything to be injured, marred or defaced. Unless Licensee has obtained prior written and express consent from the County Executive, Licensee may not make any modifications to fences, gates, roads, or any buildings, furnishings or fixtures located on the Licensed Space. Licensee is expressly prohibited from bringing any flammable materials on the Licensed Space.

IV. TERM OF LICENSE

4.1 The License commences on the Effective Date, as defined herein, and terminates one year from the Effective Date (the "License Term"); however, the County and Licensee have the right to terminate this Agreement under the provisions set forth in Section XIV herein.

4.2 County has the option to extend this Agreement for one additional one-year period, during which all provisions will remain unchanged and in full force

except for the termination date. To be effective, County must exercise this option in writing at least 30 days prior to expiration of the License Term.

V. LIABILITY AND INDEMNIFICATION

5.1 LICENSEE AGREES TO AND MUST INDEMNIFY, SAVE, AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEE, OR ANY OF ITS AGENTS, EMPLOYEES, OR INVITEES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED SPACE.

VI. RELEASE OF LIABILITY

6.1 Licensee agrees to release, waive, discharge and covenant not to sue County, its agents, officers, and employees for any personal injury, death, or property damage that may occur while Licensee is on the Property, including any injury, death, or property damage caused by the negligence or intentional tort of County, its agents, officers or employees.

6.2 Licensee agrees that this release is binding on his assigns, heirs and next of kin.

6.3 Licensee agrees that this release applies to any premises or special defects arising from the Property.

6.4 Licensee agrees to release County, its agents, officers, and employees from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when Licensee is treated for any purpose.

6.5 Licensee agrees 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.

VII. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

7.1 Licensee and anyone coming upon the Licensed Space in connection with this Agreement must comply with all Federal, State, County, and municipal laws and ordinances applicable to the Licensed Space, including without limitation, ownership of a valid Texas hunting license issued by the Texas Parks and Wildlife Department. Anyone who violates any applicable laws, ordinances,

rules, or regulations may, at County's discretion, be removed from the Licensed Space.

VIII. LICENSES AND PERMITS

8.1 Except as otherwise expressly provided herein, Licensee is responsible for obtaining or providing all required permits, taxes, excise fees, and license fees required by any governmental authority, including, without limitation, the United States Fish and Wildlife Service and the Texas Parks and Wildlife Department, to provide the Services.

IX. SECURITY

9.1 County and Licensee agree that County is not responsible for the protection or security of personal property brought onto the Licensed Space by Licensee or any of his agents, employees, guests or any other person coming upon the Licensed Space. Further, County and Licensee agree that Licensee is solely responsible at all times during the License Term for the actions and safety of any person utilizing the Licensed Space under this Agreement, including, without limitation, protecting the person from injury or death.

X. OCCUPANCY INTERRUPTION

10.1 If the County Executive or any of his designated representatives determines that, due to conditions beyond the County's control, including property damage caused by fire, flood, tornado, windstorm, or vandalism, civil tumult, riots, or any other act over which County has no control, it is impossible or unsafe to provide access to the Licensed Space as contracted herein, County may revoke the License granted hereunder and have no other liability to Licensee on account of such revocation.

XI. RELATIONSHIP OF PARTIES

11.1 Except as provided herein, County will exercise no supervision or control over Licensee, its employees, or any other person in the service of Licensee, and County will provide no special services other than those specifically mentioned herein.

11.2 Nothing contained in this Agreement is to be deemed or construed to create a partnership or joint venture between County and Licensee, or cause County to be liable in any way for the debts and obligations of Licensee.

XII. NON-ASSIGNMENT

12.1 Unless Licensee has obtained express written consent from County, Licensee may not transfer or assign this Agreement, sub-lease the Licensed

Space, or allow use of the Licensed Space other than as herein specified. If Licensee attempts to sub-lease the Licensed Space, County may terminate this Agreement and revoke the License granted hereunder. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.

XIII. MONITORING

13.1 Licensee must perform the Services at a standard acceptable for similar services in Travis County and in a prompt and efficient manner. Specifically, Licensee must perform the Services in conformance with the following trapping standards:

- 13.1.1 Prior to commencing the Services, Licensee must coordinate with designated County staff to obtain written approval from the County Executive or his designee for all on baiting, trapping, and trap site shooting locations and all trap designs.
- 13.1.2 Licensee must monitor set traps every day and must place the traps, to the extent possible, in shaded locations.
- 13.1.3 Licensee must treat trapped animals as humanely as possible and dispatch trapped animals in a humane fashion. Licensee must perform each killing as quickly and painlessly as possible and immediately remove each carcass from the Property. Licensee may not remove live trapped animals from the Property.
- 13.1.4 Licensee must obtain prior written approval from the County Executive or his designee for any firearm or other weapon to be used by Licensee in performing the Services.
- 13.1.5 By the 15th day of each month that this Agreement is in effect, Licensee must provide to the County Executive or his designee a written report of the total number and the sex of each feral hogs handled, killed, and removed during the previous month.
- 13.2 County reserves the right to perform periodic on-site monitoring of Licensee's compliance with the above-listed standards and the other terms of this Agreement and the adequacy and timeliness of Licensee's performance.

XIV. TERMINATION

14.1 County has the right to terminate this Agreement and to revoke the License granted hereunder at any time if the County Executive , in his sole discretion, determines that Licensee has failed to abide by the terms and conditions set forth herein. If the County Executive decides to exercise this right of termination, he will provide Licensee written notice of the termination and either:

- (a) grant Licensee an opportunity to cure within ten days following receipt of the notice by Licensee and specify that Licensee's right to enter and use the Licensed Space will cease if Licensee fails to cure the default before the eleventh calendar day after Licensee receives a notice of termination , or
- (b) specify the effective date of termination, and upon that date, Licensee's right to enter and use the Licensed Space will cease.

14.2 Either party may terminate this Agreement for any reason prior to expiration of the License Term by providing 30 days' advance written notice to the other party at the address set forth in Section XV of this Agreement. Such notice must state the effective date of termination, and upon that date Licensee's right to enter and use the Licensed Space will cease.

XV. NOTICES

15.1 Any notice to be given hereunder by either party to the other must be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices will be considered sufficient if made or addressed as follows:

If to Licensee: Mr. Bobby Jay Williamson
2200 Park Lane
Webberville, Texas 78621

If to County: Mr. Steven M. Manilla, P.E.
County Executive
Travis County Dept. of Transportation & Natural Resources
P.O. Box 1748
Austin, Texas 78767

XVI. NON-WAIVER OF DEFAULT

16.1 No payment, act, or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement is not to be construed as a waiver of that right or privilege.

16.2 All rights of either party under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right of either party under it. No right or remedy stated in this Agreement will preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XVII. MEDIATION

17.1 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 must remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XVIII. VENUE AND CHOICE OF LAW

18.1 ALL OBLIGATIONS AND UNDERTAKINGS PERMITTED UNDER THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIX. SEVERABILITY

19.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it will remain valid and binding.

XX. ENTIRE AGREEMENT

20.1 This Agreement represents the sole, entire, and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written.

IN WITNESS WHEREOF, County and Licensee have executed this Agreement effective as of the later date indicated below (the "Effective Date").

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

Bobby Jay Williamson

Date: _____

EXHIBIT A

DESCRIPTION OF THE LICENSED SPACE

The Licensed Space includes the areas shown on the attached maps of the following County-owned tracts/property:

Travis County Parks/Preserves:
Webberville Park
East Metro Park



Travis County Commissioners Court Agenda Request

Meeting Date: December 27, 2011

Prepared By/Phone Number: Yolanda Reyes, (512)854-9106

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leroy Nellis – Planning and Budget Office, (512) 854-9106

Jessica Rio – Planning and Budget Office, (512) 854-9106

Cheryl Aker – County Judge's Office, (512) 854-9555

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

BUDGET AMENDMENTS AND TRANSFERS

FY 2012

12/27/2011

AMENDMENTS

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	001	9800	981	9892	Reserves	Allocated Reserves		\$ 45,640	1
	001	2430	546	3001	Criminal Cts.	Office Equip,Furn & Supp	\$ 2,500		
	001	2430	546	6099	Criminal Cts.	Other Purchsd Services	\$ 30,540		
	001	2430	546	6326	Criminal Cts.	Sply Ct Ordered Servs	\$ 7,600		
	001	2430	546	6503	Criminal Cts.	Travel, Meals & Lodging	\$ 3,500		
	001	2430	546	6504	Criminal Cts.	Training & Seminars	\$ 1,500		
A2	001	9800	981	9821	Reserves	Planning Reserve		\$ 425,000	7
	001	5500	557	6099	CJP	Other Purchsd Services	\$ 425,000		

TRANSFERS

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	5854	611	0701	HHS	Reg.Salaries-Perm Empl		\$ 21,050	8
	001	5854	611	0801	HHS	Reg.Salaries-Temp Empl	\$ 21,050		



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst

DATE: December 19, 2011

RE: Request from Criminal Courts for Funds from Allocated Reserve to Continue Veterans Court Program in Absence of Grant Funds from Texas Veterans Commission

Travis County Veterans Court Program was initially funded through a grant from the Criminal Justice Division of the Governor's Office and the Texas Veterans Commission. For FY 12, the county received partial grant funding from the Governor's Office but the grant funding from the Texas Veterans Commission was not awarded. The Veterans Commission grant would have funded substance abuse treatment, defense attorney services, alcohol detection services, and staff training from January 2012 through December 2012. The grant amount requested was \$60,050.

To make the program whole for FY 12, the Criminal Courts is requesting funding totaling \$45,640 from a \$347,012 Earmark placed on Allocated Reserve in the event that either of the Veterans Court grants or the Drug Court grant were not awarded by the state. These funds will allow the Criminal Courts to serve veterans with non-violent Misdemeanor charges focusing on defendants with Post Traumatic Stress Disorder, Traumatic Brain Injury, and other mental health disorders that resulted from combat-related experiences. The chart below details the performance measures that the program projects it would meet with the grant funding from the Veterans Commission. PBO anticipates that these measures will be met (through 9/30/12) with the General Fund resources being requested at this time.

Performance Measures	Projected CY 11 Measure	Progress To Date:				Projected CY 12 Measure
		03/31/12	6/30/12	9/30/12	12/31/12	
Applicable Depart. Measures						
# of defendants screened for eligibility for court	350	90 Proj.	180 Proj.	260 Proj.	350 Proj.	350

Performance Measures	Projected CY 11 Measure	Progress To Date:				Projected CY 12 Measure
# of defendants accepted into court	26	29 Proj.	33 Proj.	37 Proj.	40 Proj.	40
Measures For Grant						
Provide linkage to appropriate treatment for identified veterans	50	13 Proj.	26 Proj.	39 Proj.	50 Proj.	50
Outcome Impact Description						
At least 50 veterans will receive treatment and services through the VA while prosecution is deferred to better serve the ends of justice.	50	13 Proj.	26 Proj.	39 Proj.	50 Proj.	50

PBO recommends funding of this request for FY 12 given the number of veterans needing these types of services as well as the just-completed drawdown of troops in Iraq which will result in even more veterans moving back to civilian life.

cc: Leroy Nellis, Jessica Rio, PBO
The Honorable Michael Denton, Judge, County Court-at-Law #4
Debra Hale, Tonya Arnecke-Watson, Joe Kertz, Criminal Courts Administration
Dede Bell, Janice Cohoon, Auditor's Office

**TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS**

**DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT**



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

Date: December 5, 2011

To: Diana Ramirez, Planning and Budget Office

From: Debra Hale, Director of Court Management

Re: Request to Transfer Funds from Allocated Reserves to Continue Operating the Veterans Court Program

The Travis County Veterans Court was recently implemented with grant funding received from the Governor's Office Criminal Justice Division, and the Texas Veterans Commission. The first docket was held on November 10, 2010. The Veterans Court Program provides specialized services for veterans experiencing Post Traumatic Stress Disorder (PTSD), Traumatic Brain Injury (TBI), or other mental health issues related to combat.

The Travis County Veterans Court Program is entirely grant funded. As such, two separate grant applications were submitted for FY12 requesting to continue the Veterans Court Program. It should be noted that the grant request submitted to the Governor's Office Criminal Justice Division was partially awarded, and the grant request submitted to the Texas Veterans Commission was not awarded.

In August 2011, the Commissioners Court approved to set aside \$216,912 in allocated reserves in the event these two grants were not awarded so that the Veterans Court Program could continue to operate. Since the two FY12 grants were not fully awarded, the Criminal Courts department respectfully requests that a portion from the allocated reserves (\$45,640) be transferred to the department's general fund to continue Veterans Court operations.



TEXAS VETERANS COMMISSION

Stephen F. Austin Building, Suite 800
P.O. Box 12277, Austin, Texas 78711-2277
(Phone) 512/ 463-6564; (FAX) 512/ 475-2395
Veterans' HOTLINE: 1-800-252-VETS (8387)
E-Mail: info@tvc.state.tx.us
Web: www.tvc.state.tx.us

T.P. O'MAHONEY
Chairman

ELISEO "AL" CANTU, JR.
Major, US Army (Retired)
Vice Chairman

JAMES H. SCOTT
Colonel, USAF (Retired)
Secretary

RICHARD A. McLEON, IV
Member

DANIEL P. MORAN
Captain, USMC (Retired)
Member

THOMAS P. PALLADINO
Colonel, US Army (Retired)
Executive Director

KYLE V. MITCHELL
Deputy Executive Director

JAMES O. RICHMAN
Director, Claims
Representation & Counseling

SHAWN DEARAY
Director
Veterans Employment Services

CONSUELO M. JACKSITS
Director
Veterans Education

BILL WILSON
Director
Fund for Veterans' Assistance

November 17, 2011

Mr. Jackson W. Glass
Travis County
509 W. 11th Street
Suite 2.700
Austin, TX 78701

Dear Mr. Glass,

On behalf of the Texas Veterans Commission, I would like to thank you for submitting a Grant Application for the Fund for Veterans' Assistance (FVA) grant. Your devotion demonstrates your commitment and care for Texas veterans and the service they have provided. It is encouraging to know that veterans have friends in the community concerned for their welfare. It is important for these men and women to know that they have not been forgotten.

Unfortunately, your application was not one which was awarded grant funding. The next solicitation will be posted on the TVC website at www.tvc.state.tx.us on or about February 1, 2012.

On behalf of the Texas Veterans Commission, thank you. We salute you for your time and continued support to Texas veterans and their families.

Sincerely,

Bill Wilson
Director, Fund for Veterans' Assistance

BW:st

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Veterans Court
General Fund Request
January 2012 through September 2012

Budget Category	Budget Item Description	Amount
Contractual and Professional Services	Intensive outpatient and aftercare treatment for 15 participants at \$1,786 per person.	\$26,790
Contractual and Professional Services	Court-Appointed Attorney Fees: Defense Attorney to represent participants in court sessions/staffings. 5 hours per week for 38 weeks X \$40.00 an hour.	\$7,600
Contractual and Professional Services	Secure Remote Alcohol Monitoring (SCRAM) services for 15 participants at \$250 per person.	\$3,750
	Subtotal Contracted Services	\$38,140
Supplies	Equipment and supplies for Veterans Court program	\$2,500
	Subtotal Travel and Training	\$2,500
Travel and Training	Training expenses to attend National Association of Drug Court Professionals.	\$5,000
	Subtotal Travel and Training	\$5,000
	Total	\$45,640

57

Budget Adjustment: 30640

Fyr _ Budget Type: 2012-Reg
 PBO Category: *Amendment*
 Just: Other

Author: 24 - KERTZ, JOSEPH
 Court Date: *12/27/11*

Created: 12/14/2011 11:51:59 AM
 Dept: RESERVES

Only received partial grant funding for Veterans Court, which had been 100% grant-funded.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			45,640
				45,640
To Account		Project		Amount
001-2430-546-3001	OFFICE EQUIP,FURN, & SUPP			2,500
001-2430-546-6099	OTHER PURCHASED SERVICES			30,540
001-2430-546-6326	SPLTY COURT ORDERED SRVCS			7,600
001-2430-546-6503	TRAVEL, MEALS, LODGING			3,500
001-2430-546-6504	TRAINING & SEMINARS			1,500
				45,640

Approvals	Dept	Approved By	Date Approved
Originator	24	JOSEPH KERTZ	12/14/2011 11:52:11 AM
DepOffice	24	DEBRA HALE	12/14/2011 12:00:51 PM

DuBanic 12-19-11
Prayer Kelly 12-21-11

Budget Adjustment: 30686

Fyr_ Budget Type: 2012-Reg
PBO Category: Amendment
Just: Other

Author: 55 - VARGAS, KRISTY
Court Date: Tuesday, Dec 27 2011
Civil Courthouse Contract

Created: 12/16/2011 1:09:23 PM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9821	PLANNING RESERVE			425,000
				425,000
To Account		Project		Amount
001-5500-557-6099	OTHER PURCHASED SERVICES			425,000
				425,000

Approvals	Dept	Approved By	Date Approved
Originator	55	KRISTY VARGAS	12/16/2011 1:09:30 PM
DepOffice	55	KRISTY VARGAS	12/16/2011 1:09:38 PM
DepOfficeTo	55	KRISTY VARGAS	12/16/2011 1:09:48 PM

Related to Civil Courthouse Contract

Kristy Vargas
12/21/11

Priscilla Ellis
12/21/11



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst *DAR Ramirez*

DATE: December 20, 2011

RE: Request from HHS&VS to Use Temporary Salary Savings to Fund Eight Temporary Employees working on the Comprehensive Energy Assistance Program (CEAP) for One Month

HHS&VS is requesting to use \$21,050 in temporary salary savings to continue funding eight Temporary Employees for the month of January 2012. These employees are funded through December 31, 2011, as part of the CEAP grant. The first allocation of the CEAP grant for calendar year 2012 has been approved, although at about half of the 2011 amount. The 2012 allocation is \$635,696, which is approximately \$643,000 less than the 2011 initial grant allocation. Please note that in prior years the county has received more than one allocation a year for the CEAP grant, however, that is not guaranteed.

Because of this drastically reduced initial allocation, HHS&VS will continue only four of the temporary positions into 2012. The additional month of salaries and benefits will allow HHS&VS management to provide outplacement employment and EAP services for these staff in an effort to retain their talents within the County. Many of these staff have lengthy employment histories with the department and are highly skilled in the administration of this grant.

PBO has verified the temporary salary savings and recommends approval of this request.

cc: Leroy Nellis, Jessica Rio, PBO
Ms. Sherri Fleming, County Executive, HHS&VS
Ellen Heath, Dede Bell, Auditor's Office
Kathleen Haas, Lisa Sinderman, Jim Lehrman, HHS&VS



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd
P. O. Box 1748
Austin, Texas 78767**

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

Date: December 15, 2011

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Permission to continue salary expenses of temporary workers for the 2012 Comprehensive Energy Assistance Program (CEAP) from the Texas Department of Housing and Community Affairs (TDHCA).

Proposed Motion: Consider and take appropriate action on the request from Travis County Health and Human Services & Veterans Services for permission to continue funding temporary employees funded by the Comprehensive Energy Assistance Program (CEAP) in the 2012 program year for the month of January 2012.

Program Summary: The department has requested permission to continue the salaries in the amount of \$21,049.62 for the eight temporary employees in the CEAP grant for 2012, which will begin January 1, 2012. These caseworkers and office specialist are needed to continue the services provided by this grant program pending the approval of the grant contract. The services will include providing CEAP related outreach and information to clients and other agencies, managing the "wait list" for services, accepting applications for CEAP and other County Services, pre-screening applications and conducting eligibility interviews, encumbering and invoicing funds, connecting clients with other community resources and preparing 2011 case records for archiving. This will better prepare the TCHHSVS to manage the 2012 CEAP. Many of these staff have lengthy employment histories with TCHHSVS and have become highly skilled in the administration of this grant. The staffing for the grant will then be reduced

to four Office Support Staff due to a reduction in the 2012 grant. TDHCA has informed the department the first allocation for this program is \$635,696. While this allocation is, approximately, \$643,000 less than the grant award for the 2011 grant period, the department deems it necessary to retain this staff for maintaining a level of continuity for serving the residents of Travis County with this program assistance. It is estimated the grant contract for the 2012 grant period may be available for execution during the first or second quarters of the program period.

TCHHSVS is requesting approval to use \$21,049.62 from the General Fund to continue funding these eight temporary employees for the month of January 2012. This funding will be used to fund one month's worth of salary and benefits. The grant will reimburse the General Fund to the maximum amount that the second allocation will allow.

Outplacement employment and EAP services for these staff will be made available during January, in an effort to retain the talents within the County's work force; that many of these individuals have developed.

TCHHSVS staff recommends approving the permission to continue.

Budgetary and Fiscal Impact:

The \$21,049.62 will come from salary savings from the first quarter of the fiscal year's vacant slots 51, 54, 57, 109, and 114. No matching funds are required. The current contract period is from 01-01-11 and ends 12-31-11.

Issues and Opportunities: The department uses CEAP funds for direct assistance for qualified clients in Travis County, allowable administrative and case management costs, and allowable direct services support costs for outreach. The grant allows the department to provide assistance to clients who are experiencing an energy-related hardship. This program is designed to assist clients in obtaining energy self-sufficiency and is consistent with the goal of the Travis County Health and Human Services and Veterans Service Department. In the current program year, funds from the CEAP grant were used to assist more than 5,133 households within Travis County.

cc: Leroy Nellis, Interim Executive Manager, Planning and Budget Office
Diana Ramirez, Budget Analyst, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, County Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Kathleen Haas, Interim Finance Manager
Lisa Sindermann, Contract Compliance Specialist
Jim Lehrman, Division Director, Family Support Services

Budget Adjustment: 30718

Fyr_ Budget Type: 2012-Reg
PBO Category: Transfer
Just: Other

Author: 58 - HAAS, KATHLEEN
Court Date: Tuesday, Dec 27 2011
Item for Commissioner's Court CEAP Temporaries through January Vacant slots 51,54,57,109 and

Created: 12/20/2011 2:19:00 PM
Dept: HEALTH & HUMAN SERVICES

From Account	Acct Desc	Project	Proj Desc	Amount
001-5854-611-0701	REG SALARIES-PERMNT EMPL			21,050
				21,050
To Account		Project		Amount
001-5854-611-0801	REG SALARIES-TEMP EMPL			21,050
				21,050

Approvals	Dept	Approved By	Date Approved
Originator	58	KATHLEEN HAAS	12/20/2011 02:19:25 PM
DepOffice	58	LISA SINDERMANN	12/20/2011 02:35:38 PM

D. Baines 12/20/11
Wayne Kelis 12/21/11

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

Amount	Dept Transferred Into	Date	Explanation
\$15,196,426			Beginning Balance
(\$354,050)	County Clerk	10/13/2011	Voting Equip. for other entities elections
(\$3,559)	Comm. Pct. 4	10/18/11	ACC Internship Program
(\$3,559)	Records Mngt.	10/18/11	ACC Internship Program
(\$650)	Comm. Pct. 3	10/18/11	Office Supplies
(\$1,500)	Constable Pct. 1	10/25/2011	Bilingual Pay
\$37,432	Various	10/26/2011	Cancelled Purchase Orders
(\$41,044)	JP Pct. 1	10/26/2011	Special Project Temp. Employee
(\$41,044)	JP Pct. 1	10/26/11	Special Project Temp. Employee
\$24,673	Various	11/7/11	Cancelled Purchase Orders
(\$57,415)	Purchasing	11/8/2011	Temp. Empl-Transition to new accting sys.
(\$5,000)	General Admin.	11/22/2011	Redistricting Services
(\$299,500)	TNR	11/22/11	Purchase 244 Acres-Wilbarger Crk
(\$1,248,996)	ITS	11/22/11	BEFIT Hardware and Software
(\$70,000)	Sheriff's Office	12/6/2011	TCSO Training Funds
\$30,927	Various	12/8/11	Cancelled Purchase Orders
(\$34,620)	TNR	12/16/11	FTE Monitor Nonpotable Water
\$11,865	Various	12/16/11	Cancelled Purchase Orders
\$13,140,386	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$750,000)	TNR - Landfill
(\$300,000)	Criminal Courts - Possible Capital Cases
(\$208,000)	RMCR - Offsite Storage
(\$200,000)	HRMD - Revised Tuition Reimbursement Policy
(\$175,000)	PBO - Bank Depository Contract
(\$149,135)	County Clerk - Redistricting effects on Elections
(\$100,000)	RMCR - Postage
(\$55,208)	TNR - TXI Environmental Monitoring
(\$18,767)	HRMD - ACC Internship Program
(\$20,000)	Emergency Services - HazMat Reserve
(\$347,012)	Criminal Courts - Drug Court, Veterans Court Grants
(\$193,169)	Civil Courts - Family Drug Court Grant
(\$45,000)	HHS&VS - Coordinator Position - SafeHaven/SafePlace
(\$137,421)	TNR - Northeast Metro Park - Phase III
(\$12,500)	TNR - Ozone Monitoring at McKinney Roughs
(\$294,139)	TCSO - 700 Lavaca Security
(\$5,941,788)	Compensation
(\$8,947,139)	Total Possible Future Expenses (Earmarks)

\$4,193,247 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$1,433,446 (\$90,000)	TNR	12/13/11	Beginning Balance Guardrail Improvements
\$1,343,446 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY12 Budget Process:

Amount	Explanation
(\$365,000)	TNR - International Cemetery
(\$330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
(\$48,505)	TCSO - Security
(\$90,000)	TNR - New Guardrail Installations
(\$80,000)	RMCR - A/V Equipment for 700 Lavaca Street
(\$38,500)	TNR - Northeast Metro Park - Phase III
(\$952,005) Total Possible Future Expenses (Earmarks)	

\$391,441 Remaining CAR Balance After Possible Future Expenditures

Salary Savings Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$330,703			Beginning Balance
\$330,703 Current Reserve Balance			

Emergency Reserve Status (001-9800-981-9814)

Amount	Dept Transferred Into	Date	Explanation
\$4,950,000			Beginning Balance
\$4,950,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$4,000,000			Beginning Balance
\$4,000,000 Current Reserve Balance			

Juvenile Justice TYC (001-9800-981-9829)

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000 Current Reserve Balance			

Future Grant Requirements Reserve Status (001-9800-981-9837)

Amount	Dept Transferred Into	Date	Explanation
\$596,369			Beginning Balance
\$596,369 Current Reserve Balance			

Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)

Amount	Dept Transferred Into	Date	Explanation
\$60,250			Beginning Balance
\$60,250 Current Reserve Balance			

IJS/FACTS Reserve Status (001-9800-981-9840)

Amount	Dept Transferred Into	Date	Explanation
\$4,700,000			Beginning Balance
\$4,700,000 Current Reserve Balance			

Transition Reserve Status (001-9800-981-9841)

Amount	Dept Transferred Into	Date	Explanation
\$750,000			Beginning Balance
\$750,000 Current Reserve Balance			

Reserve for State Cuts Status (001-9800-981-9842)

Amount	Dept Transferred Into	Date	Explanation
\$300,000			Beginning Balance
*\$300,000 Current Reserve Balance			

Starflight Maintenance Reserve Status (001-9800-981-9843)

Amount	Dept Transferred Into	Date	Explanation
\$640,000			Beginning Balance
(\$245,000)	EMS	11/15/11	Rescue Hoist
\$395,000 Current Reserve Balance			

TCSO Overtime Reserve Status (001-9800-981-9844)

Amount	Dept Transferred Into	Date	Explanation
\$1,500,000			Beginning Balance
\$1,500,000 Current Reserve Balance			

* Reserved for MHMR

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

Amount	Dept Transferred Into	Date	Explanation
\$1,043,855			Beginning Balance
\$1,043,855 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$51,367,824			Beginning Balance
(\$27,695,392)	TNR	11/22/11	Park Land, Vehicles and Rd.Impvts.
(\$5,886,705)	Facilities	11/22/11	700 Lavaca, 1st and 2nd floor Renovations
\$17,785,727 Current Reserve Balance			

M



Travis County Commissioners Court Agenda Request

Meeting Date: 12/27/2011, 9:00 AM, Voting Session

Prepared By/Phone Number: Travis R. Gatlin, Planning and Budget Office, 854-9065

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive
Planning and Budget

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- A. Ratification of a new application submitted by the Travis County Historical Commission to the Texas Historical Commission to receive National Park Service resources for public outreach and educational curricula for the Ransom and Sarah Williams Farmstead Project in south Travis County. If awarded, funds for the grant match will be required;
- B. Permission to continue the Comprehensive Energy Assistance Program and use Health and Human Services and Veterans Service's budget for related operating expenses until the forthcoming FY 12 agreement is fully executed; and
- C. Permission to continue the Casey Family Programs Community and Family Reintegration Project in Health and Human Services and Veterans Service until the forthcoming FY 12 agreement is fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

There are three items in this week's grant packet. Item A is the ratification of a new application for the Travis County Historical Commission to receive resources for a project in south Travis County. If awarded, the \$7,500 grant will require a matching \$7,500 contribution from the County. These matching funds are not budgeted and the Allocated Reserve is the most likely funding source should the item be approved. Items B and C request permission to continue existing Health and Human Services and Veterans Service programs until the current year agreements are received and executed. The department will temporarily use existing General Fund internal resources that will be reclassified against the grants once the agreements are in place and funds are certified.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items

ISSUES AND OPPORTUNITIES:

Additional information is provided on each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A requires a \$7,500 match from the County should grant be awarded. It is unclear at this point if the match could be required in FY 12 or FY 13. Items B and C will temporarily use internal resources for the permission to continue these programs while awaiting the current year contracts.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leroy Nellis
Cheryl Aker

TRAVIS COUNTY

12/27/2011

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2012

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 Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	
Applications												
A	17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2012	\$7,500	\$0	\$7,500	\$0	\$15,000	-	R	S	8
Dept	Grant Title	Grant Term on Application	Personnel Cost	Operating Transfer	Total Request	PTC Expiration Date	Filled FTE	Notes	Auditor's Assessment	Page #		
Permission to Continue												
B	58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	3/31/2012	4	R	EC	29	
	58	Comprehensive Energy Assistance Program*	1/1/2012-12/31/2012		\$175,000	3/31/2012	-	R	EC	29		
C	58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,196	\$15,196	\$30,392	3/31/2012	1	R	S	37	

* This portion of the request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

PBO Notes:

R - PBO recommends approval.
NR - PBO does not recommend approval
D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

S - Simple
MC - Moderately Complex
C - Complex
EC - Extremely Complex

FY 2012 Grant Summary Report
Grant Applications approved by Commissioners Court

The following is a list of grants for which application has been submitted since October 1, 2011, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Formula Grant - Indigent Defense Grant Program	10/01/2011-9/30/2012	TBD	\$0	\$0	\$0	TBD	-	10/18/2011
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	\$77,502	\$0	\$25,834	\$0	\$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	\$129,793	\$0	\$43,624	\$0	\$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	\$500,000	\$0	\$166,667	\$0	\$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	\$298,671	\$0	\$437,941	\$73,677	\$810,289	28	11/1/2011
37	Travis County Sheriff's Office Response Equipment (ARRA)	12/1/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/13/2011

*Amended from original agreement.

\$1,105,966 \$0 \$674,066 \$73,677 \$1,853,709 28.00

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FY 2012 Grant Summary Report
Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Drug Diversion Court	9/01/2011-8/31/2012	\$132,702	\$0	\$0	\$0	\$132,702	1.00	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	\$155,000	\$0	\$0	\$0	\$155,000	2.00	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	\$119,185	\$0	\$0	\$0	\$119,185	1.00	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	\$231,620	\$0	\$0	\$0	\$231,620	4.00	10/4/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiatives Projects*	5/06/2008-8/31/2013	\$1,650,140	\$0	\$0	\$155,101	\$1,805,241	-	10/4/2011
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	\$464,733	\$99,779	\$0	\$0	\$564,512	-	10/11/2011
58	Comprehensive Energy Assistance Program*	1/01/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	10/18/2011
37	Austin/Travis County Human Trafficking LE Task Force*	1/01/2011-9/30/2012	\$15,000	\$0	\$0	\$0	\$15,000	-	10/18/2011
24	Drug Diversion Court*	9/01/2010-8/31/2011	\$188,422	\$0	\$19,132	\$0	\$207,554	1.00	10/18/2011
37	2012 Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	\$500	\$0	\$0	\$0	\$500	-	10/25/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	\$21,000	\$0	\$0	\$0	\$21,000	-	10/25/2011
45	Travis County Eagle Resource Project	9/1/2011-8/31/2012	\$39,907	\$0	\$0	\$0	\$39,907	-	10/25/2011
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2011 - 9/30/2014	\$550,000	\$0	\$28,012	\$155,321	\$733,333	4.00	11/1/2011
47	Emergency Management Performance Grant	10/1/2010-3/31/2012	\$78,753	\$78,753	\$0	\$0	\$157,506	3.00	11/8/2011
37	State Criminal Alien Assitance Program (SCAAP)	7/1/2009-6/30/2010	\$683,501	\$0	\$0	\$0	\$683,501	-	11/22/2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	11/22/2011
47	Urban Area Security Initiative*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$0	\$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	\$8,846	\$0	\$0	\$0	\$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	\$75,743	\$22,723			\$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	\$493	\$493	\$0	\$0	\$986	-	12/13/2011

*Amended from original agreement.

\$15,972,330 \$273,744 \$47,144 \$310,422 \$16,603,640 19.61

FY 2012 Grants Summary Report*

Permission to Continue

*Also includes any pending items from FY 11

Name of Dept Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
		Personnel Cost	Operating Transfer	Total Request					
Totals		\$0	\$0	\$0					

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -

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Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 4,611,349	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to development a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 7,252,569	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

County impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

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GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Historical Commission	
Contact Person/Title:	Barry Hutcheson	
Phone Number:	512-892-4938	

Grant Title:	Ransom and Sarah Williams Farmstead Educational Outreach Project			
Grant Period:	From:	October 1, 2011	To:	September 30, 2013
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>	
Grantor:	Texas Historical Commission			
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>		
Originating Grantor:	US Department of the Interior, National Park Service			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	\$0
Operating:	7,500	0	7,500	0	\$15,000
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$7,500	\$0	\$7,500	\$0	\$15,000
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	
County Attorney	<input checked="" type="checkbox"/>	MG	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Measures For Grant						
See Application for proposed outcomes						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This is an application for a educational outreach program to be conducted by the Travis County Historical Commission. This grant application has already been submitted to the Texas Historical Commission to meet the deadline. PBO is requesting that Commissioners Court ratify that application submission.

This grant requires a \$7,500 cash match. The department does not have sufficient internal funding to cover that match. Should this grant be awarded, PBO would recommend transferring \$7,500 from Allocated Reserve if the funds are needed in FY12. If payment is not required until FY13, the funds will be added to the department's target budget. PBO recommends approval of the ratification of this grant application.

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

This grant application is to provide funding for public outreach and educational curricula for the Ransom and Sarah Williams farmstead project in south Travis County. The Travis County Certified Local Government has participated in the CLG grant program since receiving our designation in 2004. We began that year with our first grant application, a cultural resources project to supplement previous work by others in East Austin. We have successfully followed that project with two in northeastern Travis County: one in the city of Manor and one in the rural area of the county north and east of Manor. Our fourth project is a resource survey in the Webberville corridor of eastern Travis County, an area bounded by US 290 on the north, State Highway 130 on the west, the Colorado River on the south, and the Bastrop County line on the east. We hope to extend our on-going survey work to this area to identify its cultural resources ahead of additional County growth and development. We are also working to extend our vision by encompassing projects located inside Travis County that require technical and/or financial assistance.

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

This specific grant terminates with the completion of the project. Future projects are developed on a regular basis and will require grant support from the County and/or other local sources to meet the needed match for grant funds.

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

A county match is required, funded through budget changes to the County Historical Commission.

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

No, not budgeted

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

No. The Travis County Historical Commission will, on occasion, request monies to match federal project grants for our Certified Local Government responsibilities.

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

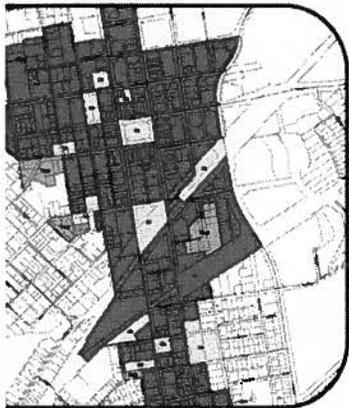
This will be the fifth county historical project contracted for and completed under the CLG program coordinated by the Travis County Historical Commission. We anticipate additional projects in the future.

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

The CLG work is encouraged and supported by the Texas Historical Commission to fulfill the historic preservation goals for Travis County and the state.

CERTIFIED LOCAL GOVERNMENT

GRANT MANUAL AND APPLICATION ★ FISCAL YEAR 2012



This grant manual has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior and administered by the Texas Historical Commission. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior.

APPLICATION DEADLINE: FRIDAY, NOVEMBER 4, 2011

This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the Department of the Interior prohibits discrimination on the basis of race, color, national origin, or disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above or you desire further information, please write to:



Office for Equal Opportunity
National Park Service
1849 C Street, N.W.

TEXAS HISTORICAL COMMISSION, D.C. 20240
real places telling real stories



**TEXAS HISTORICAL COMMISSION
CERTIFIED LOCAL GOVERNMENT GRANT MANUAL**

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INTRODUCTION

Certified Local Government (CLG) grants provide funding to participating city and county governments to develop and sustain an effective local preservation program critical to preserving local historic resources. The Texas Historical Commission (THC), the state agency for historic preservation, administers the Texas CLG grant program utilizing federal funding it receives from the U.S. Department of Interior, National Park Service (NPS) Historic Preservation Fund Program. Under this program the NPS requires that at least ten percent (10%) of Texas' annual federal allocation be subgranted exclusively to participating Certified Local Governments (CLGs). The program serves as a great resource for participating county and city governments to offset the costs of self-sustaining preservation and planning-related projects. Currently, there are 66 CLGs in Texas. Contingent on resolution of the federal budget, we anticipate approximately \$100,000 to \$120,000 will be available for this round of grants.

ADMINISTRATIVE INFORMATION

Administration

Grants will be administered in accordance with the National Park Service Historic Preservation Fund Grant Manual, June 2007; Texas Administrative Code Title 13, Part 2, Chapter 15.6, *Rules and Procedures for Certified Local Governments*; and this manual.

Grant Period

The grant period is October 1, 2011 to September 30, 2013. Project planning, including drafting any applicable RFPs, may begin before your grant request is awarded and a grant agreement signed, **however**, you cannot begin actual work or be reimbursed for costs incurred prior to submitting a signed grant contract to the THC. Despite the official grant period beginning October 1st, grants will be awarded in 2012 following funding notification from the National Park Service.

Application Package

The grant application is included in this manual. A CLG may submit more than one grant application; however a separate application package must be submitted for each project request. A complete application submittal package consists of 1 unbound hard copy accompanied by a digital copy submitted on CD or electronically via E-mail of the following documents:

- Application Form (with original signatures)
- Budget Worksheet
- Resumes of all individuals responsible for project oversight (including City or County staff, consultant, contractors, etc.)
- Any applicable cost estimates, maps, drawings, photographs, or **Determination of Eligibility statement** (as required for all survey and National Register nomination grant requests). Contact Greg Smith, National Register Coordinator at 512.463.6013 or via email at greg.smith@thc.state.tx.us.

Submittal Deadline

A complete grant application package must be received **no later than 5 p.m. Friday, November 4, 2011.**

One electronic copy of the application must be submitted via e-mail and one printed copy must be delivered to:

HAND DELIVER OR COURIER SERVICE

Texas Historical Commission
Community Heritage Development Division
ATTN: Matt Synatschk, CLG Coordinator
1304 Colorado Street
Austin, Texas 78701

U.S. MAIL

Texas Historical Commission
Community Heritage Development Division
ATTN: Matt Synatschk, CLG Coordinator
PO Box 12276
Austin, Texas 78711-2276

WHO MAY APPLY

Only those city, county governments or Native American Tribes that have been individually "certified" by the National Park Service **before** September 1, 2011 are eligible to apply for CLG grants. Refer to www.thc.state.tx.us/certifiedlocgov/clgpartic.shtml for a complete list of all CLGs in Texas. The following entities may also be eligible:

- An organization such as a non-CLG city or another unit of local government, a commercial firm, a non-profit entity or educational institution that has been delegated as a third-party to administer the grant on behalf of the CLG. The contributed services of the third party to the CLG may be counted toward the matching share requirements of the grant. (must provide a letter of support from the CLG)

ELIGIBLE PROJECTS

Activities eligible for CLG grant funding must be tied to the statewide comprehensive preservation planning process. A copy of the Texas Historical Commission Statewide Preservation Plan can be found on our web site at: www.thc.state.tx.us/statewideplan/swpdefault.shtml. In an effort to encourage local governments to develop and sustain an effective local preservation program critical to preserving local historic resources, **priority for funding shall be given to those projects that directly relate to the following work categories:**

- Architectural, historical, archeological surveys/inventories and oral histories
- Preparation of nominations to the National Register of Historic Places
- Preparation of a local preservation plan
- Writing or amending preservation ordinance
- Development of local design guidelines
- Research and development of local preservation incentive program
- Travel/training expenses for hosting a regional preservation-related workshop

The above list should not dissuade an applicant from applying for assistance towards other eligible projects such as:

- Research and development of historic context information
- Development of educational publications and activities, slide shows, videos, web sites, etc.
- Publication of historic context information
- Development of publication of walking/driving tours
- Development of architectural drawings and specifications
- Preparation of facade studies or condition assessments
- Projects may be prepared by consultants or developed with in-house expertise
- Rehabilitation or restoration of properties individually listed in the National Register of Historic Places or contributing to a National Register historic district
- Travel/training expenses for individual commission members and staff*

* Because the THC is required to distribute CLG funds among the maximum number of eligible local jurisdictions, please note that individual travel/training grant requests will only be considered under exceptional or unusual circumstances.

MATCHING FUNDS

Proposed projects are required to provide a local match for grant monies budgeted on a one-to-one (dollar for dollar) match equal to a 50-50 ratio for the total cost of the project. The local match may be any combination of cash and verifiable in-kind services. Projects may utilize all or partial match of verifiable in-kind services and/or goods as long as the local match equals a 50-50 ratio for the total cost of the project. In order to maximize the limited CLG grant funds, the THC may give preference to applications demonstrating a higher cash match. The THC reserves the right to waive the local match requirements, in full or part, at its sole discretion. The THC also reserves the right to fund grant requests in part or in full based on the review criteria outlined in the application

manual, and the amount of federal funding available. Final decisions will also take into consideration the annual performance of each CLG applying for assistance.

Only non-federal monies may be used as a match, with the exception of Community Development Block Grants. All projects shall comply with federal requirements for state and local financial responsibility as stipulated in the Texas Administrative Code Title 13, Part 2, Chapter 15.6, *Rules and Procedures for Certified Local Governments* (See www.thc.state.tx.us/rulesregs/rrstate.shtml). Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, national origin, age or handicap.

In extending this grant opportunity to your project, THC assumes the responsibility for ensuring that public money will be spent appropriately and with the maximum effectiveness. The THC is held accountable by the NPS for compliance with all applicable federal laws and regulations.

GRANT TIMELINE

- September 1, 2011** Applications for the Federal Fiscal 2012 CLG grant period are made available.
- November 4, 2011** Deadline for receipt of Applications and supporting materials to THC **no later than 5 p.m. Friday, November 4, 2011.**
- November 2011** Review of applications by an interdisciplinary committee of THC staff.
- January 2012** Review of interdisciplinary committee recommendations on all applications made by THC commissioners.
- February 2012** THC sends Preliminary Notification to grant recipients that will include grant contract and a request for a revised/amended project proposal and budget (if applicable).
- April 2012** Deadline for submittal of signed contracts, final project proposals, budgets, etc. from selected applicants to THC **no later than 60 days from the date of Preliminary Notification letter.** Project planning, including drafting any applicable RFPs, may begin before your grant request is awarded and a grant agreement signed, **however**, you cannot begin actual work or be reimbursed for costs incurred prior to submitting a signed grant contract to the THC. Recipients shall also submit quarterly reports indicating the project status to the THC as requested during the grant period.
- September 30, 2013** Deadline for the completion of all work eligible for reimbursement.
- October 31, 2013** Deadline for the submittal of final reimbursement requests for all eligible work completed **no later than September 30, 2013.** The final 25 percent of the grant award will be retained until certification of the completed project and receipt of the final report.

APPLICATION

A signed Application Form and all supporting materials must be submitted to the THC **no later than November 4, 2011.** CLGs may submit more than one application for separate projects within the same grant period. Those CLGs which have not applied previously for assistance are strongly encouraged to apply.

SCORING CRITERIA

As increased participation in the CLG program fosters greater demand for grants, not all proposals will receive funding in fiscal year 2012. It is imperative for the THC to assign priorities as part of the review of proposed CLG grant funded projects. Applications will be rated by an interdisciplinary committee of THC staff using the following criteria:

- (1) **PERFORMANCE, ADMINISTRATION AND GEOGRAPHIC DISTRIBUTION (15 points)**. Each CLG will be reviewed for overall performance in adequately fulfilling its annual responsibilities of the CLG program and to the equitable statewide distribution of funds overall. Higher consideration will be given to CLGs in good standing meeting reporting and training requirements, CLG's that have successfully completed a grant and new CLG's receiving certification within the last two fiscal years.
- (2) **PROJECT SCOPE (Total 70 points)**. Summarize in the application a detailed description of proposed project clearly and concisely. Indicate the relationship of the proposed project to defined preservation needs or issues in the local community and its relevance to the established local preservation program. Be sure to answer each of the following sections outlined below within the Project Scope narrative:
 - i. **PROJECT NEED (15 points)**: Does the application demonstrate a clear understanding of the identified preservation need? Is the need relevant to the local government's preservation program? How necessary are CLG funds in order to accomplish the proposed project? How does the project benefit the community? Is the stated need verifiable with documented factual information?
 - ii. **PROJECT OBJECTIVES (15 points)**: What activities will be necessary to complete the proposed project? How effective does the proposed project address the identified needs? Are the project objectives quantifiable? Who will be responsible for doing the work and were resumes provided? Is the proposed timeline or schedule reasonable?
 - iii. **SIGNIFICANCE AND IMPACT (15 points)**: Does the project involve a threatened or potentially threatened resource? Will the project result in a National Register nomination or Survey/Inventory? Does the project directly address a deficiency in the local preservation program? Does the project address or benefit an underrepresented group within the community? How well will the project develop historic contexts or educate and inform broad sectors of the public?
 - iv. **BUDGET AND COST EFFECTIVENESS (15 points)**: Is the proposed budget consistent with the planned objectives? Are the costs reasonable and sufficient to successfully accomplish the project? What is the applicant source and commitment of matching funds? Does the application clearly indicate how all of these figures were calculated? Is the proposed project the most cost effective way of addressing those needs?
 - v. **PUBLIC INVOLVEMENT AND DELIVERABLES (10 points)**: How will the public be involved in the proposed project? How will this project enhance the local preservation ethic?
- (3) **CONSISTENT WITH GOALS AND OBJECTIVES OF THE STATEWIDE COMPREHENSIVE PRESERVATION PLANNING PROCESS (Total 15 points)**. CLG funded projects should meet at least one of the goals outlined in the Texas Historical Commission's Statewide Preservation Plan. It is not necessary for your project to address all the goals listed in the Statewide Preservation Plan. In addition, CLG funded projects must advance local preservation efforts in your community. Applications will be reviewed according to the following eight major goals of the Plan:

- **SURVEY AND ONLINE INVENTORY:** Texans undertake a comprehensive survey to document the state's diverse historic and cultural resources resulting in a publicly accessible online inventory.
- **EMPHASIZE CULTURAL LANDSCAPES:** Preservation practices are enhanced by emphasizing cultural landscapes.
- **IMPLEMENT POLICIES AND INCENTIVES:** Cities, counties and the state implement preservation policies and incentives to effectively manage historic assets.
- **LEVERAGE ECONOMIC DEVELOPMENT TOOLS FOR PRESERVATION:** Communities leverage preservation-based and traditional economic development tools to revitalize historic areas.
- **LEARN AND EXPERIENCE HISTORY THROUGH PLACE:** Texas residents and guests learn and experience the state's diverse history through formal education, recreation, and everyday interactions with historic places.
- **CONNECT PRESERVATION TO RELATED FIELDS:** Preservation is connected and integrated into related fields and activities, building a broader, stronger, and more diverse community.
- **CULTIVATE POLITICAL COMMITMENT:** Political commitment is cultivated for historic preservation.
- **BUILD CAPACITY OF PRESERVATION COMMUNITY:** The existing preservation community develops its capacity to function more effectively and efficiently.

APPLICATION REVIEW PROCESS

Upon review and approval of applications and their supporting materials, the THC will select proposed projects from the initial applications based on the above criteria, and fund the maximum number of projects based upon HPF funding. A Preliminary Notification letter will include any specific project funding recommendations from the THC, two copies of the grant contract, and a request for a revised or amended project proposal and budget that incorporates the THC's recommendations.

Successful selected applicants will continue the process by returning a signed grant contract, revised/amended project proposals, budgets, etc. to the THC **no later than 60 days from the date of Preliminary Notification letter**. Failure to submit any or all of this documentation by the required deadline may cause the requested grant monies to revert back to the THC.

ORIENTATION MEETING

All grant recipients (consisting of the local project manager and the grant recipients' fiscal manager) shall schedule and participate in a CLG grant orientation with the THC upon receipt of a Formal Notification letter, if applicable. The purpose of the orientation is to establish project priorities, confirm the budget and timetable for completion and discuss reimbursement procedures. The orientation requirement may be waived at the sole discretion of the THC.

PROFESSIONAL QUALIFICATIONS STANDARDS

To ensure that appropriate historical, architectural, archeological and cultural properties are identified for public benefit through grant-in-aid assistance, persons supervising grant projects must be professionally qualified in accordance with 36CFR66. Copies are available from the THC.

SECTION 106

CLG Grants are funded with federal monies and require a formal Section 106 Review by the Texas Historical Commission. This review will take place following the grant awards. Failure to obtain a review will result in forfeiture of the CLG Grant. The CLG State Coordinator will provide additional guidance once the grants are awarded. Additional information regarding Section 106 Review is available from the Texas Historical Commission and the Advisory Council on Historic Preservation.

PROJECT IMPLEMENTATION

- A) GRANT CONTRACT. The grant contract will specify the scope of work, approximate timetable for completion, and a list of budgetary items. The agreement shall be signed jointly by the State Historic Preservation Officer and the appropriate legal representative of the CLG prior to commencement of project work. The grant may be administered by a designated third-party if the CLG indicates a specific organization in the application. Such a delegated agency may be another unit of the local government, a commercial firm, a non-profit entity, or an educational institution that has the administrative capabilities that comply with applicable federal standards.
- B) PRESERVATION EASEMENT. The recordation of a Preservation Easement will be required for all construction and certain other projects prior to the commencement of any work.
- C) PROJECT REVIEW. THC staff periodically reviews projects to monitor progress and provide assistance. Each CLG is required to provide the THC with grant product quarterly reports on each project funded. (See Attachment F).
- D) REIMBURSEMENT PROCEDURE. Eligible project expenditures incurred on a one-to-one (dollar for dollar) basis up to a 50-50 ratio of the total project cost shall be reimbursed to the CLG. Documentation of eligible expenditures exceeding the grant award should be submitted and may be reimbursed based on the availability of federal funding. Interim reimbursement requests during the grant period are permitted.
- E) PROJECT COMPLETION AND FINAL REPORT. THC will retain 25 percent of the total grant award until receipt of a detailed final report and certification of the completed project. Draft copies of all expected items generated by the grant project, including printed materials, completed survey forms, photographic materials and final reports, must be submitted to the THC for review and approval. Final products must be submitted to the THC **no later than December 31, 2013**.

Revised 8/11/2011

TEXAS HISTORICAL COMMISSION

CERTIFIED LOCAL GOVERNMENT SUBGRANT FISCAL YEAR 2012 GRANT APPLICATION FORM

Deadline for submission is November 4, 2011

Please fill out this section completely and use only the space provided below.

NAME OF PROPOSED PROJECT: **The Ransom and Sarah Williams Farmstead Project**

CERTIFIED LOCAL GOVERNMENT NAME: **Travis County CLG**

CONTACT INFORMATION: Responsible for PROJECT MANAGEMENT Responsible for FISCAL MANAGEMENT

Organization Name	Travis County Certified Local Government			Travis County Auditors Office		
Contact Person	Bob Ward			Ellen Heath		
Address	1707 Romeria Drive			314 W. 11 th , Rm 200		
City State Zip	Austin	TX	78757	Austin	TX	78701
Telephone Fax	512.452.7305		512.452.4923			
Email	bobward@wardtopia.com					

POLITICAL CONTACTS: Chair of Local Commission (City Board if City or CHC if County) Chief Elected Official (Mayor if City or County Judge if County)

Contact Person	Barry Hutcheson			Judge Samuel T. Biscoe		
Address	5803 Burrough Drive			314 W. 11 th St. Rm 520		
City State Zip	Austin	TX	78745	Austin	TX	78701
Telephone Fax	512.892.4938			512.854.9555		512.854.9535
Email	bhutch1965@aol.com			sam.biscoe@co.travis.tx.us		

FUNDING REQUEST:

Grant Funds Requested:	\$7500	Matching Funds:	\$7500	Total Project Cost:	\$15000
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PROPOSED PROJECT TYPE (check one that applies):

- | | |
|--|--|
| <input type="checkbox"/> Archeological Project | <input type="checkbox"/> Research & Development |
| <input type="checkbox"/> Preservation Planning Project | <input checked="" type="checkbox"/> Education & Outreach |
| <input type="checkbox"/> National Register Nomination(s) | <input type="checkbox"/> Design Guidelines |
| <input type="checkbox"/> Survey/Inventory Project | |
| <input type="checkbox"/> Historic Preservation Plan or Element/Chapter of Comprehensive Plan | |
| <input type="checkbox"/> Construction/Development Project* | |

*Property must be listed or deemed eligible for listing in the National Register of Historic Places

Preservation Travel/Training**

** Priority given to CLGs hosting regional preservation-related workshop

CERTIFIED LOCAL GOVERNMENT SUBGRANT **FY 2012 Grant Application Narrative Template**

NAME OF PROPOSED PROJECT: THE RANSOM AND SARAH WILLIAMS FARMSTEAD PROJECT

CERTIFIED LOCAL GOVERNMENT NAME: TRAVIS COUNTY CLG

In 3 pages or less, clearly and concisely provide a brief typewritten description of the proposed project as it relates to items 1 through 3 below using the following section headings, and provide the content requested for each section in the brief but thorough narrative. Please provide attachments separately.

1. PROJECT SUMMARY (15 POINTS TOTAL).

Summarize in a paragraph the overall purpose of the proposed project. A more detailed description will be completed under Project Scope. Be sure to indicate how long the CLG has been in the program; if the CLG is current in its annual program requirements; and if the CLG has received a previous grant within the past two (2) years.

This grant application is to provide funding for public outreach and educational curricula for the Ransom and Sarah Williams farmstead project in south Travis County. The Travis County Certified Local Government has participated in the CLG grant program since receiving our designation in 2004. We began that year with our first grant application, a cultural resources project to supplement previous work by others in East Austin. We have successfully followed that project with two in northeastern Travis County: one in the city of Manor and one in the rural area of the county north and east of Manor. Our fourth project is a resource survey in the Webberville corridor of eastern Travis County, an area bounded by US 290 on the north, State Highway 130 on the west, the Colorado River on the south, and the Bastrop County line on the east. We hope to extend our on-going survey work to this area to identify its cultural resources ahead of additional County growth and development. We are also working to extend our vision by encompassing projects located inside Travis County that require technical and/or financial assistance.

2. PROJECT SCOPE (70 POINTS TOTAL). Be sure to answer the questions for each section below within the narrative:

- **PROJECT NEED (15 points):** Does the application demonstrate a clear understanding of the identified preservation need? Is the need relevant to the local government's preservation program? How necessary are CLG funds in order to accomplish the proposed project? How does the project benefit the community? Is the stated need verifiable with documented factual information?

The Travis County Historical Commission is charged with the preservation of significant historic and archeological sites in the county. This preservation effort may take many forms, from the initial identification and inventory of historic properties to the actual physical preservation and finally the preservation of the collective memory of that site. The Ransom and Sarah Williams Farmstead is located in the right of way of the extension of State 45 in south Travis County. The archeology, history and oral histories have been completed and are in the process of being committed to reports. There is an extant community of descendants located in the Travis County area who are actively working to expand the already formidable data base. This project intends to institutionalize the data from this ongoing project and make it available to the community at large, including school curriculum and inclusion in the Texas Beyond History website. This project is important in continuing the survey process begun by earlier CLG work. Like the earlier ones in the county, this project has the support of the Travis County Commissioners Court, but it would not be possible without the availability of CLG funds. The Ransom and Sarah Williams project will certainly be an example of real people telling real stories across the generations.

- **PROJECT OBJECTIVES (15 Points):** What activities will be necessary to complete the proposed project? How effective does the proposed project address the identified needs? Are the project objectives quantifiable? Who will be responsible for doing the work and were resumes provided? Is the proposed timeline or schedule reasonable?

By contracting with the staff at Texas Beyond History, we will be able to make a web presence for the Ransom and Sarah Williams Farmstead story including archeological, historical data, along with oral histories and video clips. The grant period deadline of 2013 is well within our proposed time considerations. The Texas Beyond

History staff will provide much of the work, but will be aided by volunteers from our county CLG Committee. Our deliverables will include a presence on the Texas Beyond History website (text and video), curriculum available to schools and educators, K-12 activity modules and associated publicity items via listserv, newspapers, bookmarks, etc.

- **SIGNIFICANCE AND IMPACT (15 Points):** Does the project involve a threatened or potentially threatened resource? Will the project result in a National Register nomination or Survey/Inventory? Does the project directly address a deficiency in the local preservation program? Does the project address or benefit an underrepresented group within the community? How well will the project develop historic contexts or educate and inform broad sectors of the public?

There is limited awareness concerning the African-American experience immediately following the Civil War. What information exists tends to be either inaccurate, biased or simply ignorant about successful African-American families and their lifestyles. The power of the Ransom and Sarah Williams Farmstead data is that it provides a positive example to the community and schools and an alternative view to that generally presented. In that sense, it addresses a deficiency in the written history of Travis County. The Williams farmstead itself is threatened by the extension of State 45 and the future of the site itself is in question. What this project proposes is the preservation of the history and accumulated knowledge from the archeology, history and oral histories compiled during the TxDOT funded project that developed the existing data. This project is intended to provide expanded information about the resources to the local residents, as well as to the greater Travis County population, and to identify the role of this site and the surrounding area in the history of the county. The archeology was conducted by Doug Boyd of Prewitt and Associates under contract from TxDOT. The written history was compiled by Terri Meyers of Preservation Central and oral histories were developed and conducted by Maria Franklin of the University of Texas Anthropology Department. This is a collaborative effort meant to address an underrepresented group of African Americans and their legacy following emancipation and the Civil War.

- **BUDGET AND COST EFFECTIVENESS (15 Points):** Is the proposed budget consistent with the planned objectives? Are the costs reasonable and sufficient to successfully accomplish the project? What is the applicant source and commitment of matching funds? Does the application clearly indicate how all of these figures were calculated? Is the proposed project the most cost effective way of addressing those needs?

Based on previous projects, we feel that the proposed budget is adequate to produce the intended results. We are hoping to supplement local Travis County funding with donations from other interested organizations in the area. Involvement by volunteers will help provide additional in-kind support. Given the scope of the work and the expertise involved, it is doubtful that we could carry out this project at a lesser cost.

- **PUBLIC INVOLVEMENT AND DELIVERABLES (10 Points):** How will the public be involved in the proposed project? How will this project enhance the local preservation ethic?

The public is already involved in this project. Maria Franklin at the University of Texas has compiled many hours of oral histories from descendents who live in the area. There is still a sizable African-American community in the area that is in support of the project and provided considerable volunteer efforts during the archeological and oral history portions of the study. The public will be further involved since the focus of this project is to provide a web presence and educational curriculum from the data collected. Additionally, we will directly inform local organizations and individuals who may potentially be included in the final report. The report will be made available to community officials in the area, filed with Travis County and with the Texas Historical Commission.

3. **STATEWIDE COMPREHENSIVE PRESERVATION PLANNING PROCESS (15 Points Total):** CLG funded projects should meet at least one of the goals outlined in the Texas Historical Commission's Statewide Preservation Plan. Please select the Statewide Preservation Plan Goals addressed by your project and explain how they are addressed. It is not necessary for your project to address all the goals listed in the Statewide Preservation Plan.

- SURVEY AND ONLINE INVENTORY:** Texans undertake a comprehensive survey to document the state's diverse historic and cultural resources resulting in a publicly accessible online inventory.
- EMPHASIZE CULTURAL LANDSCAPES:** Preservation practices are enhanced by emphasizing cultural landscapes.
- IMPLEMENT POLICIES AND INCENTIVES:** Cities, counties and the state implement preservation policies and incentives to effectively manage historic assets.
- LEVERAGE ECONOMIC DEVELOPMENT TOOLS FOR PRESERVATION:** Communities leverage preservation-based and traditional economic development tools to revitalize historic areas.
- LEARN AND EXPERIENCE HISTORY THROUGH PLACE:** Texas residents and guests learn and experience the state's diverse history through formal education, recreation, and everyday interactions with historic places.
- CONNECT PRESERVATION TO RELATED FIELDS:** Preservation is connected and integrated into related fields and activities, building a broader, stronger, and more diverse community.
- CULTIVATE POLITICAL COMMITMENT:** Political commitment is cultivated for historic preservation.
- BUILD CAPACITY OF PRESERVATION COMMUNITY:** The existing preservation community develops its capacity to function more effectively and efficiently.

Please summarize how your project addresses the goals selected above:

The Ransom and Sarah Williams site in south Travis County is a recently discovered example of an independent African-American farmstead dating from the latter part of the 19th century. Archeological excavations by Prewitt and Associates in conjunction with the University of Texas and historical research by Terri Myers of Preservation Central have produced a wealth of new data about this site. Using this information, we propose to coordinate the production of educational materials targeted for use in grades K through 12 to present the Williams property as an example of a successful African-American farm. Most students view the African-American experience during that time period as either one of slavery or of freedmen heavily dependent on white society. This site provides a critical counter view of an independent farmer/rancher who happens to be African-American. Possible educational materials to be developed in this project include written brochures, lesson plans and multimedia programs for classroom use. The final scope of the products will be guided by the available expertise of the project team participants.

We feel that this project addresses several of the goals of the statewide preservation plan. In fact, The Ransom and Sarah Williams Farmstead was noted in the State Preservation plan and as example of goal number three, to implement policies and incentives in the area. An online inventory and documentation of the Ransom and Williams site will be developed including archeological data, written history and recent oral histories. The Texas Beyond History website will place the site in the cultural, historical and geographical context of Travis County and surrounding area. Community leverage will be accomplished by combining the efforts of the TxDOT archeological project developed by Prewitt and Associates, the oral histories provided by Maria Franklin of the University of Texas, the historical research of Preservation Central, the web team from Texas Beyond History and the historical and community expertise of the Travis County Historical Commission. The main thrust of this project is to develop educational materials and curriculum to address the underrepresented story of the African American in the era following the Civil War. It is true that if you do not make history live, then it will surely die. This project is expected to give life to this vital story and make it available to the schools and the community at large. The data collected will allow connections to various fields including history, genealogy, archeology, ethnography and African American studies. This will create a diversity of information combining classroom materials with the reach of the internet.

Political commitment is not only a major source for our funding but the foundation to further extend this project. The County Commissioners of Travis County inspire us to press forward with our mission and provide us with the support from other county offices to make our projects feasible. This project will provide information about an aspect of Travis County history that is not available anywhere else. It will involve members of the preservation community and interested individuals and organizations in the area. The cultural materials and historic records of successful African-

Americans in the Reconstruction period, epitomized by this family, will be a unique resource for the educational community. The Travis County Certified Local Government Committee will serve as a coordinating group to make materials already collected available to the educational community and the general public

ACKNOWLEDGEMENTS - By checking below the applicant acknowledges:

- One electronic copy of this request must be submitted via email to the Texas Historical Commission no later than 5 p.m. on November 4, 2011 in order to be considered.
- One signed copy of this request must be submitted (hand delivered, US Mail, UPS, FedEx, etc) to the Texas Historical Commission no later than 5 p.m. on November 4, 2011 in order to be considered.
- Consideration for funding is based on the demonstrated need, a compelling explanation of how the expanded project scope of work will benefit the CLG, and the applicant's ability to match the funds being requested.
- Commencement of grant-funded work may not begin prior to receipt of a completed grant agreement by the THC and participation in a grant orientation meeting.
- The chief elected official of the CLG is aware of this application and supports the proposed project. (This information will be verified by the THC.)
- For requests involving construction projects, the property owner will be required to file a preservation easement for the property that will run with the land for a specific period of time based upon the amount of the final grant award.
- The applicant hereby acknowledges that the information provided on this application is accurate to the best of their knowledge.

APPLICANT'S CERTIFICATION: Application must be signed by legal CLG representative.

SIGNATURE: _____ TITLE: _____ DATE: _____

CERTIFIED LOCAL GOVERNMENT SUBGRANT
FY 2012 Grant Budget Worksheet

NAME OF PROPOSED PROJECT: THE RANSOM AND SARAH WILLIAMS FARMSTEAD PROJECT

CERTIFIED LOCAL GOVERNMENT NAME: TRAVIS COUNTY CLG

BUDGET ITEM	GRANT FUNDS	LOCAL CASH	LOCAL IN-KIND	TOTAL COSTS
Development of Texas Beyond History web presence and associated educational curriculum	\$7,500	\$7,500		\$15,000
TOTALS	\$7,500	\$7,500		\$15,000

Please complete the attached budget form and provide any supplemental information necessary to confirm or support the issues described above.

Proposed projects can use a local cash match for grant monies budgeted on a one-to-one (dollar for dollar) match equal to a 50-50 ratio for the total cost of the project. Proposed projects utilizing all or partial match of verifiable in-kind services and/or goods may also qualify as long as the local match equals a 50-50 ratio for the total cost of the project. The Texas Historical Commission (THC) reserves the right to fund grant requests in part or in full based on the review criteria outlined in the application manual, and the amount of federal funding available. Final decisions will also take into consideration the annual performance of each CLG applying for assistance. Only non-federal monies may be used as a match, with the exception of Community Development Block Grants (CDBG).

CERTIFIED LOCAL GOVERNMENT SUBGRANT FY 2012 Grant Application

EXPECTED PRODUCTS OF AN EDUCATIONAL PROJECT FUNDED WITH A CLG GRANT

RECOGNITION must be provided in all publications. Photographs and drawings should be credited to the artist or lender. The local government's involvement must be adequately acknowledged. Recognition, as detailed below, must be afforded the CLG program, the Texas Historical Commission, and the National Park Service of the U.S. Department of the Interior. Language acknowledging nondiscrimination practices, as detailed below, must be included. Publications addressing several potential audiences must adequately reflect the community's preservation program.

This project was funded in part through a Certified Local Government grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of Interior.

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.



TEXAS HISTORICAL COMMISSION
real places telling real stories

DEADLINE FOR RECEIPT OF APPLICATIONS IS

November 4, 2011, 5 p.m.

PRINTED APPLICATIONS MUST BE RECEIVED AT

Certified Local Government Program

Texas Historical Commission

P.O. Box 12276

Austin, Texas 78711-2276

(Physical Address: 1304 Colorado, Austin, Texas 78701)

ELECTRONIC APPLICATIONS MUST BE RECEIVED AT

Matt Synatschk, State Coordinator

Matt.Synatschk@thc.state.tx.us

Kimberly Klein, CLG Administrative Assistant

Kimberly.Klein@thc.state.tx.us

- One electronic copy of this request must be submitted via email to the Texas Historical Commission no later than 5 p.m. on November 4, 2011 in order to be considered.
- One signed copy of this request must be submitted (hand delivered, US Mail, UPS, FedEx, etc) to the Texas Historical Commission no later than 5 p.m. on November 4, 2011 in order to be considered.
- Late applications will not be accepted
- Faxed applications will not be accepted
- Handwritten applications will not be accepted

Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276
512.463.6100
fax 512.475.4872
thc@thc.state.tx.us



TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.state.tx.us

28

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	58/54	
Contact Person/Title:	Lisa Sindermann / Contract Compliance Specialist	
Phone Number:	854-4594	

Grant Title:	Comprehensive Energy Assistance Program (CEAP)		
Grant Period:	From:	1/01/2012	To: 12/31/2012
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing & Community Affairs (TDHCA)		
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	111,943	0	0	0	\$111,943
Operating:	523,753	0	0	0	\$523,753
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$635,696	\$0	\$0	\$0	\$635,696
FTEs:	4.00	0.00	0.00	0.00	4.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
001-5854-611-0701	29,196	29,196	\$58,392	4.00	3/31/12
Use of General Fund Operating Budget for Grant Operating Expenditures					
From 001-5854-611-6241	To 001-5854-611-6231		\$165,000		
From 001-5857-611-6277	Same		\$10,000		
From 001-5857-611-6278	Same				

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	
County Attorney	<input type="checkbox"/>		N/A

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Number of Households receiving utility assistance	15,000					15,000
Measures For Grant						
Number of Households receiving utility assistance through the three grant components, Energy Crisis, Co-Pay and Elderly Disabled	792					792
Outcome Impact Description	Utility assistance provided by this program is to address a household energy crisis situation or provide copayment or multiple term energy payments for the household in order to achieve energy self-sufficiency.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

HHS&VS is requesting to continue funding temporary employees conducting energy assistance activities using General Fund resources until the Comprehensive Energy Assistance Program (CEAP) grant from the Texas Department of Housing and Community Affairs (TDHCA) is executed.

This Permission to Continue (PTC) will fund four temporary employees (office assistants) to continue providing services identified by the grant program. This request will result in the transfer of \$58,392 from the department's General Fund budget to the grant budget to continue paying these employees for three months. Once the grant is executed, these transfers will be reversed and the budget placed back in the General Fund for use for their intended purpose. Please note that the cover memo from Ms. Fleming is requesting a PTC for five months for a total cost of \$97,318. However, the budget rules only allow a PTC to extend funding for three months at a time. PBO has prorated the requested amount to match a three month timeframe.

In addition, HHS&VS is also requesting to use General Fund operating budget to provide utility assistance during the winter months when energy-related needs and/or repair or replacement of household appliances may be required. The \$165,000 requested is expected to meet funding needs at least through March 2012. Once the grant is executed, these expenditures will be reclassified to the grant budget.

Because the funding agency, the Texas Department of Housing and Community Affairs, has indicated that the funding will be awarded some time in mid-FY 12, PBO recommends approval of this 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?

The Texas Department of Housing and Community Affairs has informed the department the planning figure for the 2012 CEAP grant contract is \$635,696. This funding provides approximately \$111,943 for salary expenses related to the allowable tasks for the temporary workers, and staff who provides outreach and case management activities. This grant funding also provides for approximately \$522,553 of utility assistance relating to the three utility component budgets and \$1,200 for training and travel expenses.

The program goal is to assist households in need to achieve energy self-sufficiency by providing household heating and cooling energy utility assistance for low-income families or individuals. The households may seek utility assistance to address an energy crisis situation or the situation may need a copayment or multiple payment term which is provided by the program guidelines. The department also utilizes the funding from this CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs.

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

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.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary staff performing allowable functions associated with case management, administrative and direct services support (outreach). There is no indirect cost allocation.

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 Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the three utility assistance program components.

The CEAP program funding represents the department's largest program source for utility assistance. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance and household appliance issues from Travis County residents.



RECEIVED

11 DEC 12 AM 8:54

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
County Executive
(512) 854-4100
Fax (512) 854-4115

Date: December 9, 2011

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Permission to Continue salary expenses of temporary workers for the 2012 Comprehensive Energy Assistance Program (CEAP) from the Texas Department of Housing and Community Affairs (TDHCA).

Proposed Motion: Consider and take appropriate action on the request from Travis County Health and Human Services & Veterans Services for permission to continue funding temporary employees funded by the Comprehensive Energy Assistance Program (CEAP) in the 2012 program year until a fully executed contract is obtained from the Texas Department of Housing and Community Affairs.

Program Summary: The department has requested permission to continue these salaries in the amount of \$97,318. for the four temporary employees in the CEAP grant for 2012 which will begin January 1, 2012. These office specialists are needed to continue the services provided by this grant program pending the approval of the grant contract. TDHCA has informed the department the first allocation for this program is \$635,696. While this allocation is approximately half of the first allocation received for this grant in 2011, the department deems it necessary to retain this staff for maintaining a level of continuity for serving the residents of Travis County with this program assistance. The department is also requesting a permission to use general funds to administer the assistance payments. It is estimated the grant contract for the 2012 grant period may be available for execution during the first or second quarters of the program period.

TCHHSVS is requesting approval to use \$97,318 from the General Fund to continue funding these four temporary employees until there is a fully executed grant contract. This funding will be used to fund the revenue and expenditure budgets for approximately five months' worth of salary and benefits. The grant will reimburse the General Fund upon execution of the grant contract.

TCHHSVS staff recommends approving the permission to continue.

Budgetary and Fiscal Impact:

The \$97,318 will come from salary savings of vacant slots 171 and 270. No matching funds are required. The current contract period is from 01-01-11 and ends 12-31-11.

Issues and Opportunities: The department uses CEAP funds for direct assistance for qualified clients in Travis County, allowable administrative and case management costs, and allowable direct services support costs for outreach. The grant allows the department to provide assistance to clients who are experiencing an energy-related hardship. This program is designed to assist clients in obtaining energy self-sufficiency and is consistent with the goal of the Travis County Health and Human Services and Veterans Service Department. In the current program year, funds from the CEAP grant were used to assist more than 5,133 households within Travis County.

cc: Leroy Nellis, Interim County Executive, Planning and Budget Office
Diana Ramirez, Budget Analyst, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, County Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Division Director, Family Support Services



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

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

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

Date: December 9, 2011

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM:

Sherri E. Fleming
Sherri E. Fleming, County Executive

Travis County Health and Human Services and Veterans Service

SUBJECT: Permission to use general fund operating allocations temporarily to continue services for the 2012 Comprehensive Energy Assistance Program (CEAP) from the Texas Department of Housing and Community Affairs (TDHCA)

Proposed Motion: Consider and take appropriate action on the request from Travis County Health and Human Services & Veterans Services for permission to continue services of the Comprehensive Energy Assistance Program (CEAP) in the 2012 program year with internal HHSVS resources until a fully executed contract is obtained from the Texas Department of Housing and Community Affairs.

Program Summary: The department has requested permission to continue these services and use general fund operating resources for the past nine years regarding this grant program received from the Texas Department of Housing and Community Affairs. It has become necessary to implement this practice as historically the grant contract from TDHCA is not ready for execution until sometime in the first or second quarters of the new program period.

For the CEAP program, the delay in approving the contract would adversely impact residents seeking utility assistance in the winter months when they are experiencing an energy-related need and/or repair or replacement of the household appliances. The CEAP grant is one of the largest funding sources used for qualified residents of Travis County experiencing hardships due to rising energy costs and need. With the use of the departmental general fund operating resources over the past nine years, the

department has had the opportunity to assist clients following the guidelines of the CEAP program beginning in January of each year. In the current program year, funds from the CEAP grant were used to assist more than 5,133 households within Travis County to date.

Budgetary and Fiscal Impact: The department will allocate a total of \$165,000 for this permission to use general fund which is estimated to continue services through April, 2012 based on the expenditure trend from the 2011 grant period. There will be \$165,000 transferred from the Indigent Rent line item (001-5854-611-6241) into the general fund utility assistance line item (001-5854-611-6231) to maintain utility assistance for qualified clients per the 2012 CEAP guidelines. The department will also use approximately \$10,000 from the Housing Services line items of contracted services (001-5857-611-6277) and supplies (001-5857-611-6278). The \$10,000 represents a combined total of expenditures from these line items and will be used as purchase orders are processed. This is needed to continue services for assisting clients with repair, or replacement of the household's heating and cooling appliances.

TDHCA has informed the department that the first allocation for this program is \$635,696. The estimate is approximately half of the allocation that was received for the beginning of the 2011 program year. At this time, TDHCA does not anticipate receiving any further allocations from Congress for this program. The agency does project another release of funding for this program possibly from available State funds; however the projected release date will not be until the summer months.

All of the appropriate general fund expenditures will be reclassified as CEAP grant expenditures when the grant budget is established by the County Auditors office, resulting in a zero impact on the general fund resources. No matching funds are required. The current contract period is from 01-01-11 and ends 12-31-11.

Issues and Opportunities: The department uses CEAP funds for direct assistance for qualified clients in Travis County, allowable administrative and case management costs, and allowable direct services support costs for outreach. The grant allows the department to provide assistance to clients who are experiencing an energy-related hardship. This program is designed to assist clients in obtaining energy self-sufficiency and is consistent with the goal of the Travis County Health and Human Services and Veterans Service Department.

cc: Leroy Nellis, Interim County Executive, Planning and Budget Office
Diana Ramirez, Budget Analyst, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, County Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Division Director, Family Support Services

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw, Contract Specialist	
Phone Number:	854-4277	

Grant Title:	Casey Family Programs Community and Family Reintegration Project				
Grant Period:	From:	1/1/12	To:	12/31/12	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>		
Grantor:	Casey Family Programs				
Will County provide grants funds to a subrecipient?			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:					

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	57,979	0	0	0	\$57,979
Operating:	22,021	0	0	0	\$22,021
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$80,000	\$0	\$0	\$0	\$80,000
FTEs:	1.00	0.00	0.00	0.00	1.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
001-5833-611-0701	15,196	15,196	\$30,392	1.00	3/31/12

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JC	
County Attorney	<input type="checkbox"/>		

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Total number of families served by the program (OCS – Children FIRST)	140					140
Children served will be maintained in their homes	80%					80%
Measures For Grant						
Number of youth w/family screened for enrollment	20					20
Outcome Impact Description	Youth and family are screened to determine eligibility for services.					
Number of youth w/family enrolled	12					12
Outcome Impact Description	Youth with complex mental health needs and their families are provided with traditional and non-traditional services.					
Number of youth reintegrated into family home	5					5
Outcome Impact Description	The ultimate goal of the reintegration project is to prevent and/or reduce the out-of-home placement of youth and maintain them in their communities.					

PBO Recommendation:

This Permission to Continue will cover the salary and benefits cost of a Care Coordinator position in HHS&VS to continue working on this grant until the grant contract is finally executed or March 31, 2012, whichever comes first. Upon execution of the grant the funding will be returned to the General Fund.

PBO recommends approval of this 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?

Casey Family Programs is providing \$80,000 to cover salary, benefits, training, travel and office supplies for a Care Coordinator to work with clients referred to the Office of Children's Services (OCS) in Travis County Health and Human Services and Veterans Service (TCHHSVS). Part of the \$80,000 will also be used for various client services.

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

OCS provides clinical supervision and oversight for the project as well as office space and office equipment for the Care Coordinator.

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

There is no match required other than the clinical oversight, office space and office equipment. OCS will find the money internally for the office space and office equipment.

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

The grant does not allow payment of indirect or administrative costs.

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

OCS would still refer clients for mental health services with or without the Casey funds. Discontinuation of the grant would mean there would be one less Care Coordinator to handle referrals.

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

NA

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

The current performance measures for OCS include clients handled by the grant-funded Care Coordinator.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: December 8, 2011

TO: Members of the Commissioners Court

FROM: *Sherri E. Fleming*
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Permission to continue funding the Care Coordinator position
funded by the Casey Family Programs grant

Proposed Motion:

Consider and take appropriate action on the request from Travis County Health and Human Services and Veterans Service for permission to continue funding the Care Coordinator position funded by the Casey Family Programs grant (known as the Casey Family MOU) until the new grant contract is executed.

Summary and Staff Recommendations:

The Casey Family MOU funds a Care Coordinator position in the Office of Children's Services within Travis County Health and Human Services and Veterans Service (TCHHSVS). This Care Coordinator works with clients referred under The Community and Family Reintegration Project. The goal of the reintegration project is to provide a comprehensive list of traditional and nontraditional services to youth with complex mental health needs and their families at school, home, and in the community while decreasing the need for out-of-home placement. The traditional services include

assessments, training, education, counseling, and basic needs. Nontraditional services include mentoring, parent coaching, enrichment activities, and respite care.

Casey Family Programs has informed TCHHSVS staff that the MOU will be renewed for calendar year 2012. The new MOU provides \$80,000 for salary, benefits and other expenses related to the Care Coordinator.

TCHHSVS is requesting \$30,392 to continue funding the Care Coordinator position through 3/31/12. The money will fund the revenue and expenditure budgets for salary and benefits. The grant will reimburse the General Fund upon execution of the new MOU.

TCHHSVS staff recommends approving the permission to continue.

Budgetary and Fiscal Impact:

The \$30,392 will come from vacant slot 231, which is funded from salary line item 001-5833-611-0701.

Issues and Opportunities:

The reintegration project has four main partners: TCHHSVS, the Texas Department of Family and Protective Services (DFPS), the Casey Family Programs, and Austin Travis County Integral Care (ATCIC). DFPS refers clients to TCHHSVS which screens, and if eligible, assigns them to a Care Coordinator. The Care Coordinator, in collaboration with the family and community partners, arranges for services and supports depending on the identified strengths and needs of the youth and family. The services and supports come from a network of providers managed by ATCIC and available community resources.

Background:

The ultimate goal of the reintegration project is to reduce the out-of-home placement of youth involved in the child welfare system through the use of the wraparound process.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent



Travis County Commissioners Court Agenda Request

Meeting Date: 12/27/2011, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive
Planning and Budget

[Handwritten signature: L. Nellis for Leroy Nellis]

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Approve collateral assignment agreement between Travis County, Fotowatio Renewable Venture, LLC (Solar Farm) and Wells Fargo bank

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no impact to the requirements and obligations of the existing agreement.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leroy Nellis
Cheryl Aker

MEMO

TO: Members of the Commissioners Court

FROM: Mary Etta Gerhardt
Assistant County Attorney

DATE: December 21, 2011

RE: FRV – Collateral Assignment Agreement

The Court is being asked to approve a collateral assignment by FRV to Wells Fargo. This approval was requested under the following provision of the original tax incentive agreement with FRV:

12.2 Collateral Assignment by Company. Company may assign this Agreement without the consent of County to its financing parties for the purposes of providing collateral security in connection with any financing, and County consents to the assumption of this Agreement by the financing parties or their designee in the event of a foreclosure. If the Company collaterally assigns this Agreement, then Company or its financing parties shall give County written notice of such assignment prior to such assignment (with such notice including the name and contact information of any assignees), and County shall negotiate in good faith with Company and Company's lenders to agree upon a consent to such collateral assignment, which shall be in form and substance agreed to by County, Company and Company's lenders, and shall include inter alia the following provisions: (a) the Parties shall not amend or modify this Agreement without the prior written consent of the Company's lenders (which approval shall not be unreasonably withheld, delayed or conditioned); (b) prior to exercising its right to terminate this Agreement as a result of default by Company in accordance with Section 8.1.3, County shall give notice of such default by Company to any of Company's lenders of which County has been provided written notice; (c) Company's lenders shall have the right, but not the obligation, to cure a default of the Company on behalf of Company in accordance with the provisions of this Agreement by providing written notice to the County of their intent to so cure and, upon delivery of such notice, the lenders will have ninety days (or a time period mutually agreed to in writing by the Parties) from the date of the notice from the County set forth in Section 12.3(b) to cure such default prior to the termination by the County of this Agreement in accordance with section 8.1.3; and (d) County shall make any and all payments due and owing by County under this Agreement to an account designated by Company's lenders, which payments Company agrees will fully satisfy County's payment obligations under this Agreement to the extent of such payments. For the avoidance of doubt, no consent to collateral assignment described above shall increase the financial obligations of County hereunder or decrease or change the requirements or obligations of Company or the assignee under the terms of this Agreement unless or until an amendment has been executed by all Parties. All obligations and requirements of this Agreement, including the required reporting, shall remain in full force and effect regardless of any assignment under this Section 12.2.

The agreement has been reviewed by this office and by PBO and basically sets out the arrangements should the Bank take over FRV in the event of foreclosure. The County's obligations are in no way altered, and the obligations under the agreement remain in force. The agreement is a part of the necessary paperwork for FRV to continue the securing of necessary financial assistance.

**CONSENT TO COLLATERAL AGREEMENT BETWEEN
TRAVIS COUNTY, FRV AE SOLAR, LLC AND WELLS FARGO, NA**

This Consent to Collateral Agreement ("Collateral Agreement") is entered into between Travis County, a political subdivision of the State of Texas ("County"), FRV Solar, LLC ("FRV") and Wells Fargo, NA ("Bank"), referred to in this Agreement as the Party and/or Parties.

RECITALS

WHEREAS, the Parties acknowledge that County and FRV entered into a Economic Development Agreement for Property Tax Rebates dated April 19, 2011, as amended by Amendment of Agreement and Approval of Change in Ownership dated as of December __, 2011 ("Agreement"); and

WHEREAS, FRV and Bank entered into the Security Agreement dated as of December __, 2011 ("Security Agreement"), with Bank as Collateral Agent for the benefit of various financial institutions providing financing to FRV (collectively, the "Secured Parties").

WHEREAS, County agreed in the Agreement to consent to certain financial agreement(s), specifically assignment to financing parties for the purpose of providing collateral security in connection with financing, of FRV pursuant to the terms of the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 Assignment.

1.1 County and FRV agree that, pursuant to the Agreement, FRV may assign the Agreement without County's consent to its financing parties for the purposes of providing collateral security in connection with any financing.

1.2 Pursuant to the terms of the Agreement, County consents to the assumption of the Agreement by the Bank or their designee in the event of foreclosure. In such event, the Bank or such designee will assume all responsibilities and obligations under the Agreement as if Bank or such designee were the original contracting party. In the event that Bank names a designee, Bank will notify County within fifteen (15) days providing County with the name and contact information for such designee.

1.3 Unless specifically stated in this Collateral Agreement, this acknowledgement and consent by County in no way changes the obligations of FRV to County under the Agreement, a copy of which is attached to this Collateral Agreement as Exhibit 1; and any agreements between Bank and FRV as to the subject matter of the Agreement remain subject to the terms of the Agreement. The Agreement attached to this Collateral Agreement is the full and complete Agreement between County and FRV as of the date of execution of this Collateral Agreement.

1.4 The Parties agree that, as to the performance of the day-to-day obligations under the Agreement, including construction and operations and reporting, FRV will be the responsible Party; and County will continue to look to FRV for all performance obligations unless and until notified in writing of any change. Unless and until written notice is provided as to the change in status for day-to-day obligations, FRV will be responsible for providing copies of communication under the Agreement except for any notice requirements set fort specifically in this Collateral Agreement.

1.5 County agrees that, to the best of its knowledge, FRV is currently in compliance with all terms of the Agreement.

2.0 County Agreement.

2.1 Prior to exercising its right to terminate the Agreement as a result of default by FRV pursuant to the Agreement, County will give notice of such default by FRV to Bank and to any other lenders ("Lenders") as to which County has been given written notice (such notice including the name of the lender, address and contact person).

2.2 County agrees to give Bank and Lenders the right to cure any default of FRV on behalf of FRV in accordance with the provisions of the Agreement by providing written notice to County of their intent to so cure; and, upon delivery of such notice, the Bank and/or Lenders will have ninety (90) days (or a time period agreed to in writing by County, Banks and/or Lenders) from the date of the notice from County to cure, or cause to be cured, such default prior to the termination by County of the Agreement. This right to cure is a right of Banks/Lenders, and not an obligation.

2.3 Upon receipt by County of all necessary information and paperwork as required by the Travis County Auditor and agreed to by FRV and Bank, County agrees to make any and all payments due and owing to FRV by County under the Agreement to an account designated by Bank/Lenders, which payments FRV, Bank and Lenders agree will fully satisfy County's payment obligations under the Agreement to the extent of such payments. Such payments will be made to Wells Fargo, NA, as Depository Agent, to Account No. _____, ABA No. _____, or as otherwise may be designated in writing by Bank to County from time to time, and FRV hereby irrevocably consents to any and all such payments being made in such manner. All Parties agree that each payment by County to Bank of amounts due under the Agreement shall satisfy the County's corresponding payment obligation under the Agreement.

2.4 The Parties agree that the consent to assignment under this Collateral Agreement does not increase the financial obligations under the Agreement or decrease or change the requirements or other obligations under the terms of the Agreement unless or until an amendment has been executed by all interested Parties. All obligations of the Agreement, including reporting, shall remain in full force and effect regardless of this Collateral Agreement or any assignment.

2.5 County agrees that County has not assigned or pledged the Agreement to any other party and has not received any notice of any assignment relative to the right, title and interest of FRV in, to and under the Agreement other than the one addressed in this Collateral Agreement.

3.0 Termination.

3.1 Notice. At any time that termination of the Agreement becomes a possibility, County will copy Bank on all relevant communication and correspondence.

3.2 Option to Cure. Bank will retain the option to respond to any such event if Bank desires to take the opportunity to cure any defect or default causing the consideration of termination.

3.3 Procedure. Bank will provide such notice and proceed under the terms as to termination as set forth in the Agreement. Any termination procedures will be as set forth in the Agreement.

3.4 **Communication.** The final obligation for communication between FRV and Bank will be that of FRV and Bank; County will make every reasonable effort to communicate all termination-related communication to both FRV and Bank throughout the process.

3.5 **Additional Agreement(s).** At any time that FRV and/or Bank cannot fulfill the obligations of the Agreement, the Parties will have the option to re-negotiate the Agreement at the sole discretion of County.

4.0 Miscellaneous

4.1 At any time that the obligations of FRV to Bank are completed and the lien of the Security Agreement has been released in full, FRV and Bank will deliver notice of such event to County with written confirmation of such completion and determination of status of the Agreement.

4.2 **Notice.** Notice between the Parties shall be provided pursuant to the Agreement. For the purpose of this Collateral Agreement, the contact information for the Parties shall be:

4.2.1 **Bank:**

4.2.2 **FRV:**

FRV AE Solar, LLC

Attn:

with copies to:

Attn:]

Attn:]

With a copy to:

4.2.3 **County:**

Honorable David Escamilla (or his successor in office)

Travis County Attorney

P.O. Box 1748

Austin, Texas 78767

ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)

Travis County Purchasing

P. O. Box 1748

Austin, Texas 78767

Rodney Rhoades

County Executive, Travis County Planning and Budget

P. O. Box 1748

Austin, Texas 78767

4.3 **Counterparts.** This Collateral Agreement may be executed in one or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

4.4 **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in State Court in Travis County and the City of Austin. The Parties

acknowledge and agree that each Party shall be responsible for any attorneys' fees incurred by that Party relating to this Agreement.

4.5 Immunity or Defense. The Parties expressly understands and agrees that, neither the execution of this Agreement nor the conduct of any representative of County shall be considered to be a waiver of, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. The Parties shall have all remedies and defenses allowed by law.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to execute and deliver this Collateral Agreement as of the date indicated below:

TRAVIS COUNTY

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

WELLS FARGO, NA

BY: _____ BY: _____
Printed _____
Name: _____ Printed _____
Title: _____ Name: _____
Date: _____ Date: _____

FRV AE SOLAR, LLC

BY: _____
Printed _____
Name: _____
Title: _____
Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: December 27, 2011

Prepared By/Phone Number: Norman McRee/854-4821

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning & Budget

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

A handwritten signature in blue ink that reads "Leroy Nellis".

AGENDA LANGUAGE:

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 \$565,509.10, for the period of December 9 to December 15, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

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 \$565,509.10.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$565,509.10

REQUIRED AUTHORIZATIONS:

Dan Mansour, 854-9499

Diane Blankenship, 854-9170

Leroy Nellis, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: December 27, 2011

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: December 9, 2011 to December 15, 2011

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$565,509.10

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 \$565,509.10.

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
DECEMBER 9, 2011 TO DECEMBER 15, 2011

- 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. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC).**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: December 27, 2011
 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: December 9, 2011
 TO: December 15, 2011

REIMBURSEMENT REQUESTED: \$ 565,509.10

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,786,176.74
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	
COMMISSIONERS COURT: December 20, 2011	\$ (1,217,952.91)
October 5, 2010 adj	\$ -
Adjust to balance per UHC	\$ 135.10
	\$ 0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 565,509.10
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
TRANSFER OF FUNDS REQUESTED:	\$ 565,509.10

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 \$30,240.78) 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 (\$87,110.15) 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 \$200,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled (\$2,061.44).

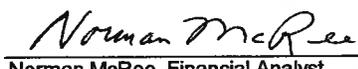
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 12/19/11
 Diane Blankenship, Director, HRMD Date

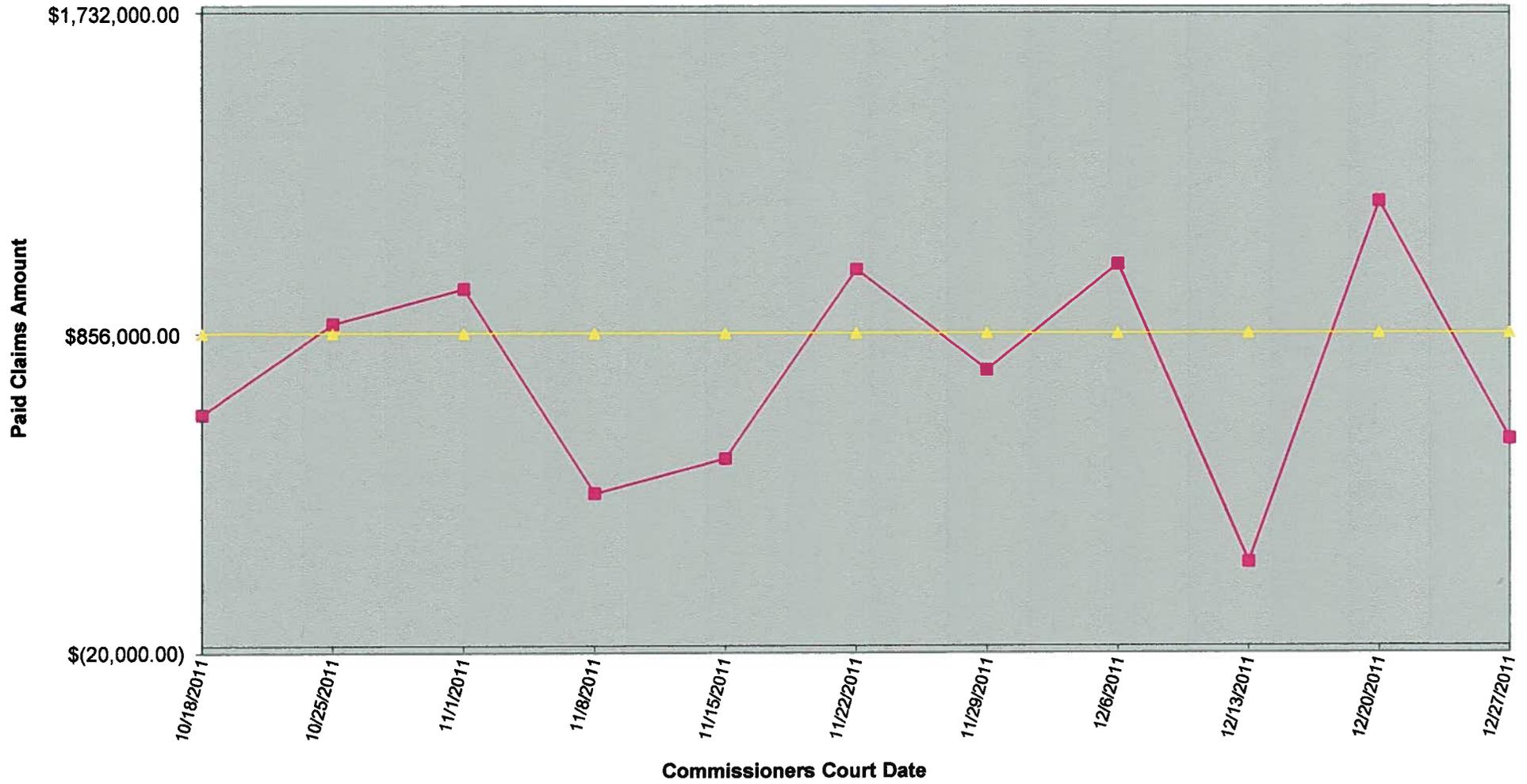
 12/16/2011
 Dan Mansour, Risk Manager Date

 12/16/11
 Cindy Purinton, Benefit Contract Administrator Date

 12/16/11
 Norman McRee, Financial Analyst Date

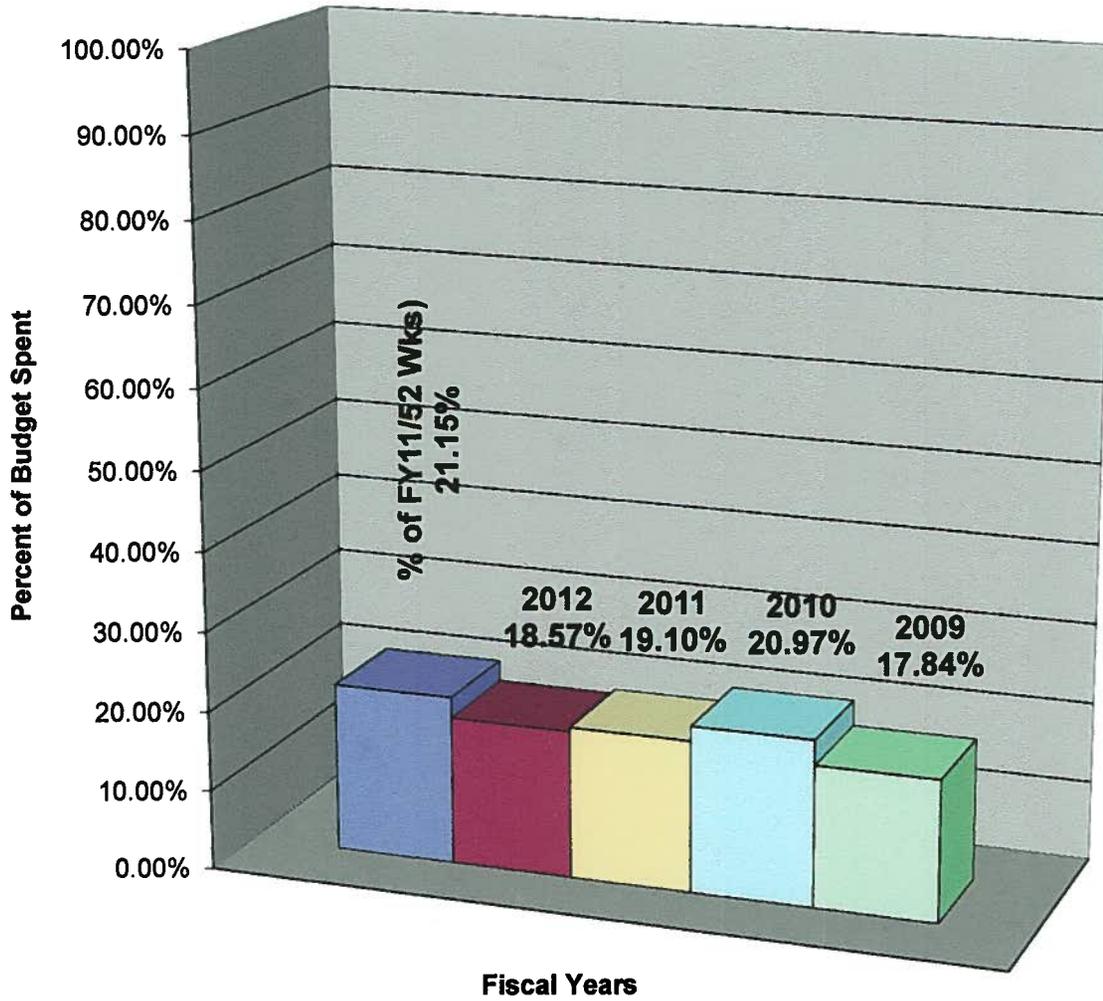
** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

Travis County Employee Benefit Plan FY12 Paid Claims vs Weekly Claims Budget of \$856,615.23



2

Comparison of Claims to FY Budgets Week 11



h

Norman McRee

From: SIFS FAX@UHC.COM
Sent: Thursday, December 15, 2011 11:49 PM
To: Norman McRee
Subject: UHC BANKING REPTS/C

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
 FAX NUMBER: (512) 854-3128 AB5
 PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2011-12-16 REQUEST AMOUNT: \$1,786,176.74

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2011-12-15	\$911,891.86
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$1,756,149.14</u>
+ CURRENT DAY NET CHARGE:	\$30,027.60
+ FUNDING ADJUSTMENTS:	<u>\$00.00</u>
REQUEST AMOUNT:	\$1,786,176.74

ACTIVITY FOR WORK DAY: 2011-12-09

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$29,713.43	\$00.00	\$29,713.43
TOTAL:	\$29,713.43	\$00.00	\$29,713.43

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011_12_15

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	0.91	QG	90934832	AF		16 12/9/2011	100	12/13/2011	12/15/2011
701254	632	0.36	QG	90934832	AA		15 12/9/2011	100	12/13/2011	12/15/2011
701254	632	0.14	PH	62481958	AA		17 11/22/2011	20	12/12/2011	12/15/2011
701254	632	0.09	QG	40623098	AA		9 12/12/2011	100	12/14/2011	12/15/2011
701254	632	0.06	QG	90932569	AH		3 12/8/2011	100	12/12/2011	12/15/2011
701254	632	0.01	QG	10634981	AH		1 12/12/2011	100	12/14/2011	12/15/2011
701254	632	0.01	QG	10634981	AH		1 12/12/2011	100	12/14/2011	12/15/2011
701254	632	0.01	QG	10634981	AH		7 12/12/2011	100	12/14/2011	12/15/2011
701254	632	(15.94)	QG	70045463	A		3 12/7/2011	50	12/13/2011	12/15/2011
701254	632	(19.12)	QG	40319233	AI		3 12/6/2011	50	12/16/2011	12/15/2011
701254	632	(40.00)	PH	62019704	AH		1 9/20/2011	50	12/14/2011	12/15/2011
701254	632	(67.15)	QG	50531445	A		11 12/8/2011	50	12/14/2011	12/15/2011
701254	632	(78.45)	QG	40287118	AH		1 12/6/2011	50	12/16/2011	12/15/2011
701254	632	(86.32)	U4	51402920	AA		5 9/17/2010	50	12/12/2011	12/15/2011
701254	632	(105.20)	PH	82326373	AH		1 10/3/2011	50	12/14/2011	12/15/2011
701254	632	(271.44)	QG	10386740	AA		4 12/7/2011	50	12/13/2011	12/15/2011
701254	632	(304.56)	QG	90604159	AH		1 12/9/2011	50	12/15/2011	12/15/2011
701254	632	(483.47)	QG	40319233	AI		3 12/6/2011	50	12/16/2011	12/15/2011
701254	632	(589.79)	QG	40287118	AH		1 12/6/2011	50	12/16/2011	12/15/2011

5
565,509.10

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

For the payment week ending: 12/15/2011

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

4

Travis County - Hospital and Self Insurance Fund (526)
Journal Entry for the Reimbursement to United Health Care

 For the payment week ending: 12/15/2011

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
	EE	
	526-1145-522.45-28	86,823.27
	RR	
	526-1145-522.45-29	14,925.91
Total CEPO		\$101,749.18
<i>EPO</i>		
	EE	
	526-1145-522.45-20	135,368.17
	RR	
	526-1145-522.45-21	30,475.43
Total EPO		\$165,843.60
<i>PPO</i>		
	EE	
	526-1145-522.45-25	281,698.26
	RR	
	526-1145-522.45-26	16,218.06
Total PPO		\$297,916.32
Grand Total		\$565,509.10



Travis County Commissioners Court Agenda Request

Meeting Date: 12/27/2011

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822

Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Diane Blankenship, Human Resources Management Department, 854-9170

Leroy Nellis, Planning and Budget Office, 854-9106

Cheryl Aker, County Judge's Office, 854-9555

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

December 27, 2011

ITEM # :

DATE: December 16, 2011

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: Leroy Nellis, Acting County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

LN/DB/TLO

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	176	Systems Engineer II	25 / \$73,328.00	25 / \$73,328.00
District Clerk	16	Court Clerk I	13 / Level 2 / \$32,052.80	13 / Level 2 / \$32,052.80
Sheriff	1061	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1350	Office Spec Sr	12 / Midpoint / \$34,621.60	12 / Midpoint / \$34,621.60
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	50057	Office Asst	8 / \$10.71	8 / \$10.71	05
Tax Collector	50060	Administrative Asst I	11 / \$12.70	11 / \$12.70	05
TCCES	50065	Office Spec*	10 / \$13.67	10 / \$13.67	05
TNR	50039	Park Tech I	8 / \$11.00	8 / \$11.00	05
* Regular to Temporary		**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
HHS	Slot 20084 / Office Spec / Grd 10 / \$12.58	HHS	Slot 50785 / Office Spec / Grd 10 / \$12.58	Status changed from Temporary Worker (02) to Project Worker (05).

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
District Atty	21	Attorney III* / Grd 24	Attorney IV* / Grd 26	\$63,638.43	\$72,861.57	Career Ladder. Pay is at minimum of pay grade.
District Atty	24	Attorney V* / Grd 27	Attorney VI / Grd 28	\$77,956.58	\$83,424.43	Career Ladder. Pay is at minimum of pay grade.
District Atty	275	Attorney IV* / Grd 26	Attorney V / Grd 27	\$75,046.40	\$80,299.65	Career Ladder. Pay is between min and midpoint of pay grade.
District Atty	282	Attorney IV* / Grd 26	Attorney V* / Grd 27	\$72,861.57	\$77,956.53	Career Ladder. Pay is at minimum of pay grade.
Juvenile Probation	477	Juvenile Rsdntl Trt Ofcr I* / Grd 12	Juvenile Rsdntl Trt Ofcr II / Grd 13	\$30,804.80	\$32,345.04	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	57	Pretrial Ofcr II* / Grd 16	Pretrial Ofcr III / Grd 17	\$39,890.10	\$42,682.41	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
County Clerk	Slot 48 / Court Clerk Asst* / Grd 11 / \$33,414.63	County Clerk	Slot 48 / Recording Spec I / Grd 12 / \$33,414.63	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
Sheriff	Slot 48 / Registered Charge Nurse / Grd 21 / \$77,901.78	Sheriff	Slot 79 / Registered Charge Nurse / Grd 21 / \$77,901.78	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 81 / Licensed Vocational Nurse / Grd 15 / \$51,912.70	Sheriff	Slot 881 / Licensed Vocational Nurse / Grd 15 / \$51,912.70	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 842 / Registered Charge Nurse / Grd 21 / \$61,276.80	Sheriff	Slot 1871 / Registered Charge Nurse / Grd 21 / \$61,276.80	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 881 / Licensed Vocational Nurse / Grd 15 / \$46,595.23	Sheriff	Slot 81 / Licensed Vocational Nurse / Grd 15 / \$46,595.23	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 910 / Registered Charge Nurse / Grd 21 / \$64,918.26	Sheriff	Slot 1873 / Registered Charge Nurse / Grd 21 / \$64,918.26	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1323 / Registered Charge Nurse / Grd 21 / \$64,918.26	Sheriff	Slot 1872 / Registered Charge Nurse / Grd 21 / \$64,918.26	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 1325 / Registered Charge Nurse / Grd 21 / \$64,918.26	Sheriff	Slot 1874 / Registered Charge Nurse / Grd 21 / \$64,918.26	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1722 / Risk Safety Spec II / Grd 20 / \$57,323.97	Sheriff	Slot 179 / Building Maint Div Mgr / Grd 26 / \$77,251.20	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

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

Meeting Date: December 27, 2011

Prepared By/Phone Number: Lori Clyde/854-4205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 9 to Contract No. MA080155LC, Future Com, Ltd., for IT Security Products, Support and Services.

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

The BEFIT project and the ITS Department recommends the immediate purchase of McAfee network security appliances and support from Future Com, LTD to expand the network security program for the BEFIT environment. The ITS Department recommends this purchase to ensure that the county can continue to meet the needs of the Information Security Management Program and therefore meet its obligations under federal, state, and local regulations and policy for the protection of information generated and used by the County in its daily operations.

These McAfee network security products are part of the overall BEFIT project budget approved by Commissioners' Court on 12-7-2010. We support the procurement of these products and believe that they are needed in order to secure the SAP application and data. The total cost of this modification is \$340,087.66.

Ø **Contract Expenditures:** Within the last 12 months \$781,161.13 has been spent against this contract.

Ø **Contract Modification Information:**

Modification Amount: \$340,087.66

Modification Type: Additional products and services

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Modification Period: Beginning December 27, 2011

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 548712

Funding Account(s): 517-0615-8001-3001, 517-0615-801-5002,
517-0615-801-8001

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



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

TO: Cyd Grimes, Purchasing Agent DATE: Dec 16, 2011
FROM: Mike Wichern, Chief Assistant County Auditor *mil w*
SUBJECT: Procurement of McAfee Security Products for Project BEFIT

Proposed Motion:

Approve the procurement of McAfee network security products from the vendor Future Com, Ltd for the BEFIT project.

Purpose:

The BEFIT project and the ITS Department recommends the immediate purchase of McAfee network security appliances and support from Future Com, LTD to expand the network security program for the BEFIT environment. The ITS Department recommends this purchase to ensure that the county can continue to meet the needs of the Information Security Management Program and therefore meet its obligations under federal, state, and local regulations and policy for the protection of information generated and used by the County in its daily operations.

Budgetary and Fiscal Impact:

These McAfee network security products are part of the overall BEFIT project budget approved by Commissioners' Court on 12-7-2010. We support the procurement of these products and believe that they are needed in order to secure the SAP application and data.

The total impact of the purchase is \$340,087.66.

The individual line item are:

517-0615-801-3001	\$14,568.24
517-0615-801-5002	\$88,319.22
517-0615-801-8001	\$237,200.20

cc: Susan Spataro, County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Wichern, Chief Assistant County Auditor
Lori Clyde, Purchasing Agent
William Derryberry, Planning and Budget Office

PURCHASE REQUISITION NBR: 0000548712

REQUISITION BY: MYRNA CREECY 854-6667

STATUS: AUDITOR APPROVAL
REASON: ITS SECURITY PRODUCT PURCHASES

DATE: 12/16/11

SHIP TO LOCATION: TRAVIS COUNTY - RUSK BLDG

SUGGESTED VENDOR: 58748 FUTURE COM LTD

DELIVER BY DATE: 12/30/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	NET SEC M-3050 STANDARD HW COMMODITY: COMP HARDWARE SUBCOMMOD: NETWORK COMPONENTS	1.00	EA	28042.1400	28042.14	IAP-M35K-ISAI
2	NETWORK SEC 3050 SENSOR 1 YR GL+RMA COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: COMPUTER MAINT. AGREEMENT	1.00	EA	10441.2200	10441.22	IYVM35KADMAI
3	NETWORK SEC 3050 FO SENSOR APPL COMMODITY: COMP HARDWARE SUBCOMMOD: NETWORK COMPONENTS	1.00	EA	21031.0200	21031.02	IFO-M35K-ISAI
4	NETWORK SEC 3050 SENSOR FO 1YRGL+RMA COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: COMPUTER MAINT. AGREEMENT	1.00	EA	7830.7000	7830.70	IYVF35KADMAI
5	1000BTX MINI GB INTRFC CONV (SFP) COPPER COMMODITY: COMP HARDWARE SUBCOMMOD: NETWORK COMPONENTS	8.00	EA	431.1300	3449.04	ITV 2KTG NA 1001
6	NET SEC M-80000 STANDARD HW COMMODITY: COMP HARDWARE SUBCOMMOD: NETWORK COMPONENTS	1.00	EA	107501.5000	107501.50	IAP-M80K-ISAI
7	NET SEC M-8000 STANDARD 1 YR GOLD+RM COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: COMPUTER MAINT. AGREEMENT	1.00	EA	40027.1600	40027.16	IYVM80KADMAI
8	NET SEC M-8000 FO HW COMMODITY: COMP HARDWARE SUBCOMMOD: NETWORK COMPONENTS	1.00	EA	80625.5400	80625.54	IFO-M80K-ISAI
9	NET SEC M-8000 FO 1 YR GOLD+RMA COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: COMPUTER MAINT. AGREEMENT	1.00	EA	30020.1400	30020.14	IYVF80KADMAI
10	MFE NET SEC XFP GBIC 850 NM 8000/6050 COMMODITY: COMP HARDWARE SUBCOMMOD: NETWORK COMPONENTS	8.00	EA	1389.9000	11119.20	IAC-X850-CG11

REQUISITION TOTAL: 340087.66

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	51706158018001	CAPITAL EQUIPMENT OFFICE EQUIP & FURNITURE	100.00	28042.14

PURCHASE REQUISITION NBR: 0000548712

REQUISITION BY: MYRNA CREECY 854-6667

STATUS: AUDITOR APPROVAL
 REASON: ITS SECURITY PRODUCT PURCHASES

DATE: 12/16/11

SHIP TO LOCATION: TRAVIS COUNTY - RUSK BLDG SUGGESTED VENDOR: 58748 FUTURE COM LTD

DELIVER BY DATE: 12/30/11

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
2	51706158015002	REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS-DP	100.00	10441.22
3	51706158018001	CAPITAL EQUIPMENT OFFICE EQUIP & FURNITURE	100.00	21031.02
4	51706158015002	REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS-DP	100.00	7830.70
5	51706158013001	OPERATG SUPPLIES, RP&E, NC OFFICE EQUIP, FURN, & SUPP	100.00	3449.04
6	51706158018001	CAPITAL EQUIPMENT OFFICE EQUIP & FURNITURE	100.00	107501.50
7	51706158015002	REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS-DP	100.00	40027.16
8	51706158018001	CAPITAL EQUIPMENT OFFICE EQUIP & FURNITURE	100.00	80625.54
9	51706158015002	REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS-DP	100.00	30020.14
10	51706158013001	OPERATG SUPPLIES, RP&E, NC OFFICE EQUIP, FURN, & SUPP	100.00	11119.20
				340087.66

REQUISITION IS IN THE CURRENT FISCAL YEAR.

GM200I13

TRAVIS COUNTY

12/16/11

Fiscal Year 2012

Account Balance Inquiry

15:46:48

Account number . . . : 517-0615-801.30-01
Fund : 517 CERT OF OBLIG 2010-NONTAX
Department : 06 COUNTY AUDITOR
Division : 15 BEFIT
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 1 GENERAL GOVERNMENT
Element : 30 OPERATG SUPPLIES, RP&E, NC
Object : 01 OFFICE EQUIP, FURN, & SUPP

Project Req'd

Original budget : 0
Revised budget : 17,687 12/16/2011
Actual expenditures - current . . : .00
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : 14,568.24
Total expenditures & encumbrances: 14,568.24 82.4%
Unencumbered balance : 3,118.76 17.6

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

GM200I13

TRAVIS COUNTY

12/16/11

Fiscal Year 2012

Account Balance Inquiry

15:46:52

Account number . . . : 517-0615-801.50-02
Fund : 517 CERT OF OBLIG 2010-NONTAX
Department : 06 COUNTY AUDITOR
Division : 15 BEFIT
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 1 GENERAL GOVERNMENT
Element : 50 REPR & MTNC-SERVCS PURCHD
Object : 02 MAINTENANCE AGREEMENTS-DP

Project Req'd

Original budget : 0
Revised budget : 89,574 12/16/2011
Actual expenditures - current . . . : .00
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : 88,319.22
Total expenditures & encumbrances: 88,319.22 98.6%
Unencumbered balance : 1,254.78 1.4

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

GM200I13

TRAVIS COUNTY

12/16/11

Fiscal Year 2012

Account Balance Inquiry

15:46:54

Account number . . . : 517-0615-801.80-01
Fund : 517 CERT OF OBLIG 2010-NONTAX
Department : 06 COUNTY AUDITOR
Division : 15 BEFIT
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 1 GENERAL GOVERNMENT
Element : 80 CAPITAL EQUIPMENT
Object : 01 OFFICE EQUIP & FURNITURE

Project Req'd

Original budget : 0
Revised budget : 984,825 12/16/2011
Actual expenditures - current . . . : .00
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : 6,840.00
Unposted encumbrances : .00
Pre-encumbrance amount : 237,200.20
Total expenditures & encumbrances: 244,040.20 24.8%
Unencumbered balance : 740,784.80 75.2

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

MODIFICATION OF CONTRACT NUMBER: MA080155LC – IT SECURITY PRODUCTS, SUPPORT AND SERVICES PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: December 14, 2011
ISSUED TO: Future Com LTD 807 Forest Ridge Drive, Suite 105 Bedford, TX 76022 Attn: Misty Motley	MODIFICATION NO.: 9	EXECUTED DATE OF ORIGINAL CONTRACT: July 16, 2008
ORIGINAL CONTRACT TERM DATES: <u>July 16, 2008 – May 30, 2009</u>		CURRENT CONTRACT TERM DATES: <u>May 31, 2009 – May 30, 2012</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 197,832.04

Current Modified Amount: \$1,406,368.86.

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

The above referenced contract is hereby modified to add additional equipment and support per the attached quote numbers 111209RP133745-5 and 111209RP134209-2. The total of this Modification is \$340,087.66.

Note to Vendor:

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



Mcafee NIPS Location One: CyrusOne Data Center, Firewall: Cisco Model 5585

A Quotation for		Quotation Information	
Contact Name:	Shannon Clyde	Quote Number:	111209RP133745-5
Company Name:	Travis County	Quote Date:	12/14/2011
Address:	910 Lavaca	Payment Terms:	Net 30
City/St/Zip:	Austin TX 78701	Future Com Rep:	Misty Motley
Phone #:	512-854-7846	Direct Phone:	817-510-1144
Email:	shannon.clyde@co.travis.tx.us	Email:	Misty.Motley@fcltd.net
		Quote Expiration:	12/27/2011

Item	Qty	Part Number	Description	List Price	Unit Price	Extended
Option : 2						
1	1	IAP-M80K-ISAI	Net Sec M-8000 Standard HW	\$229,995.00	\$107,501.50	\$107,501.50
2	1	IYVM80KADMAI	Net Sec M-8000 Standard 1yr Gold+RM	\$45,999.00	\$40,027.16	\$40,027.16
3	1	IFO-M80K-ISAI	Net Sec M-8000 FO HW	\$172,495.00	\$80,625.54	\$80,625.54
4	1	IYVF80KADMAI	Net Sec M-8000 FO 1yr Gold+RMA	\$34,499.00	\$30,020.14	\$30,020.14
5	8	IAC-X850-CG1I	MFE Net Sec XFP Gbic - 850 nm 8000/6050	\$1,695.00	\$1,389.90	\$11,119.20
Total:						\$269,293.54
Notes: Pricing is for DECEMBER purchase, Order must be in by December 27th						
Match Cisco ASA 5585, SSP20						
Option 2: 10 GB throughput						
McAfee Model 8000						
GBICS Qty: 8						

Thank you for this opportunity to submit our quotation for your review. We hope to be favored by your order. Upon execution thereof, the order should be made out to Future Com and emailed or faxed to the following:

Fax: 817-510-1159
Email: orders@fcltd.net

Future Com, Ltd.
807 Forest Ridge Drive, Suite #105
Bedford, TX 76022
Toll Free: 888-710-5250

Purchase Order requirement:

- Terms subject to credit approval, 500 minimum amount, past due amounts accrue interest daily
- Quantity, Part #, Product, Price
- PO Number, PO Date, Terms
- Ship-to, Bill-to addresses, Phone #'s, Contact
- Signature of authorized agent (if place for signature)
- Applicable Sales Tax/Tax Exempt ID #
- Minimum shipping is \$35.00
- Restocking fee is 15%

Future Com is the national leader in security and network management solutions. Through forward thinking, we are our customer's best provider of products and services. We consistently exceed the expectations of our customers and our strategic partners. We are the best in the industry.



Mcafee NIPS Location Two: Lavaca Street Data Center Firewall: Cisco Model 5540

A Quotation for		Quotation Information	
Contact Name:	Shannon Clyde	Quote Number:	111209RP134209-2
Company Name:	Travis County	Quote Date:	12/14/2011
Address:	910 Lavaca	Payment Terms:	Net 30
City/St/Zip:	Austin TX 78701	Future Com Rep:	Misty Motley
Phone #:	512-854-7846	Direct Phone:	817-510-1144
Email:	shannon.clyde@co.travis.tx.us	Email:	Misty.Motley@fcltd.net
		Quote Expiration:	12/27/2011

Item	Qty	Part Number	Description	List Price	Unit Price	Extended
Option : 2						
1	1	IAP-M35K-ISAI	Net Sec M-3050 Standard HW	\$59,995.00	\$28,042.14	\$28,042.14
2	1	IYVM35KADMAI	Network Sec 3050 Sensor 1Yr GL+RMA	\$11,999.00	\$10,441.22	\$10,441.22
3	1	IFO-M35K-ISAI	Network Sec 3050 FO Sensor Appl	\$44,995.00	\$21,031.02	\$21,031.02
4	1	IYVF35KADMAI	Network Sec 3050 Sensor FO 1YrGL+RMA	\$8,999.00	\$7,830.70	\$7,830.70
5	8	ITV-2KTG-NA-100I	1000BTX miniGB Intrfc Conv(SFP) Copper	\$545.00	\$431.13	\$3,449.04
Total:						\$70,794.12

Notes: Pricing is for DECEMBER purchase, Order must be in by December 27th

Option 2:
McAfee Model 3050 (1 gb)

Thank you for this opportunity to submit our quotation for your review. We hope to be favored by your order. Upon execution thereof, the order should be made out to Future Com and emailed or faxed to the following:

Fax: 817-510-1159
Email: orders@fcltd.net

Future Com, Ltd.
807 Forest Ridge Drive, Suite #105
Bedford, TX 76022
Toll Free: 888-710-5250

Purchase Order requirement:

- Terms subject to credit approval, 500 minimum amount, past due amounts accrue interest daily
- Quantity, Part #, Product, Price
- PO Number, PO Date, Terms
- Ship-to, Bill-to addresses, Phone #'s, Contact
- Signature of authorized agent (if place for signature)
- Applicable Sales Tax/Tax Exempt ID #
- Minimum shipping is \$35.00
- Restocking fee is 15%

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Travis County Commissioners Court Agenda Request

Meeting Date: December 27, 2011

Prepared By/Phone Number: Elizabeth Corey (854-9853); Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. IL120078EC, Harris County Department of Education, to participate in the purchasing cooperative entitled Choice Facility Partners.

Ø **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This Interlocal agreement will afford Travis County an opportunity to purchase certain commodities and services efficiently and economically through Choice Facility Partners, a purchasing cooperative operated by the Harris County Department of Education. Choice Facility Partners offers contracts for such categories as construction, energy services, furniture, and building infrastructure.

Harris County Department of Education requests that we sign the agreement first.

Ø **Contract-Related Information:**

Award Amount: Not Applicable – estimated quantity

Contract Type: Interlocal Agreement

Contract Period: Begins on December 27, 2011; no expiration

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

County Master Service Interlocal Contract Between Harris County Department of Education & Travis County

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract (“Contract”) is made and entered into by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas, and COUNTY of TRAVIS (“COUNTY”), located in Austin, Texas, for the purpose of providing services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and COUNTY desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
 - A. HCDE agrees to:**
 - Provide COUNTY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
 - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
 - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
 - B. COUNTY agrees to:**
 - Participate in any or all of the services that HCDE has to offer.
 - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.
 - Assign the appropriate person to act as representative to each respective program delivered.

4. As is. HCDE makes this Contract available to HCDE participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of COUNTY.
5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
6. Conflict of Interest. During the Term of HCDE’s service to COUNTY, COUNTY, its personnel and agents, shall not, directly or indirectly, whether for COUNTY’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.
8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: John E. Sawyer, Ed.D.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

County of Travis
Attn: Cyd V. Grimes, C.P.M.
Purchasing Agent
700 Lavaca, Suite 800
Austin, Texas 78701
512-854-9700

9. Relation of Parties. It is the intention of the parties that COUNTY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and COUNTY or HCDE and any of COUNTY’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide COUNTY these services. During the Term of Contract, COUNTY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By COUNTY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice; or

- By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the COUNTY. Both parties agree to allow the COUNTY to use any or all of the following programs and/or services with no charge from HCDE: Choice Facility Partners (CFP), Gulf Coast Food Cooperative, Purchasing Cooperative, Drug Testing Services and Fuel Cooperative.

The COUNTY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

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

16. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

17. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

18. Current Revenue. The parties represent that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Contract, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying party. The parties hereby warrant that no debt is created by this Contract and that any debt created through a

purchase shall be the sole obligation of the purchasing party and no obligation or liability for such debt shall be a liability or obligation of the other parties.

- 19. Fiscal Funding. The financial obligations of the parties, if any, under this Contract are contingent upon the availability and appropriation of sufficient funding. Any party may withdraw from this Contract without penalty in the event funds are not available or appropriated. However, no party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

In witness whereof, HCDE and COUNTY have executed this Contract to be effective on the date specified in Article 1. Term above:

County of Travis

Harris County Department of Education

Samuel T. Biscoe
County Judge

John E. Sawyer, Ed.D.
County School Superintendent

Date

Date



Travis County Commissioners Court Agenda Request

Meeting Date: December 27, 2011

Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Sessions of December 6 & 13, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Minutes for the Travis County Commissioners Court Tuesday, December 6, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on December 6, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments on the potential sale of a 0.092 acre (3,990 square feet) easement area to the Pflugerville Community Development Corporation requested and needed for construction of a wastewater line to serve property adjacent to the County's Northeast Metropolitan Park. (Commissioner Eckhardt) (Action Item #12)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
 Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
 Greg Chico, Right-of-Way Manager, TNR
 Floyd Akers, Executive Director, Pflugerville Community Development Corporation

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

2. Receive public comments regarding the Program Year 2010 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:

Christy Moffett, Social Services Manager, Travis County Health and Human Services
(TCHHS)

Ronnie Gjemre, Travis County Resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:

Gus Peña, Travis County Resident

Christal Bustillos, Analyst, Human Resources Management Department (HRMD)

Dr. John K. Kim, Travis County Resident

Ronnie Gjemre, Travis County Resident

Mark Sawa, Travis County Sheriff's Office (TCSO)

Nailah Sankofa, Travis County Resident

Special Item

3. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:

Hershel Lee, Travis County Fire Marshal

Danny Hobby, County Executive, Emergency Services

RESULT: **DISCUSSED**

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

Administrative Operations Items

4. 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 \$1,045,944.29 for the period of November 18 to November 24, 2011.

RESULT: **ADDED TO CONSENT**

5. Consider and take appropriate action on the following items for Human Resources Management Department:
 - a. Proposed routine personnel amendments; and
 - b. Non-routine request from juvenile probation for a variance to Travis County Code § 10.03008, Promotion.

RESULT: **ADDED TO CONSENT**

Justice and Public Safety Items

6. Consider and take appropriate action on the approval of the Travis County Criminal Justice Community Plan due to the Capital Area Council of Governments (CAPCOG).

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Cynthia Finnegan, Senior Planner, Criminal Justice Planning (CJP)
Cathy McClaugherty, Senior Planner, CJP

MOTION: Approve the plan in Item 6 and submit it to CAPCOG.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

7. Consider and take appropriate action on request to appoint the Office of Emergency Management's Assistant Emergency Management Coordinator position to serve as the donation coordinator during times of disaster.

RESULT: **ADDED TO CONSENT**

Clerk's Note: The County Judge requested that the order accompanying this request be amended to say the agreement may be terminated by the Commissioners Court not either party.

Purchasing Office Items

8. a. Approve order exempting the purchase of building automation system from Computrols, Inc. from the competitive procurement process pursuant to Section 262.024 (a) (2) of the County Purchasing Act; and
b. Approve contract award for the purchase of a building automation system and maintenance services from Computrols, Inc and authorize County Purchasing Agent to sign.

Members of the Court heard from:

Bonnie Floyd, Assistant Purchasing Agent, Purchasing

MOTION: Approve items 8.a–b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Sarah Eckhardt

9. Approve contract award for guardrail and bridgerail installation, removal and replacement, IFB No. B120020LD, to the low bidder, H and H Fence.

RESULT: **ADDED TO CONSENT**

10. Approve Assignment of Contract No. 11C00180LD, police motorcycles, from Beaudry Motors to Big Sky BMW Kawasaki, Inc.

RESULT: **ADDED TO CONSENT**

Health and Human Services Dept. Items

17. Consider and take appropriate action on request to post notice of public hearing to receive comments regarding proposed amendments to Chapter 57 (Travis County Smoking Policy) of the Travis County Code.

Members of the Court heard from:

Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)

Mary Etta Gerhardt, Assistant County Attorney

MOTION: Set the Public Hearing for January 24, 2012, and authorize posting of the notice after Commissioners Court approval of an appropriate draft.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Planning and Budget Dept. Items

18. Consider and take appropriate action on budget amendments, transfers and discussion items.

MOTION: Approve Item 18.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

19. Review and approve the annual application to the Emergency Food and Shelter Board for Health and Human Services and Veterans Service to continue to provide emergency utility assistance to qualified Travis County residents under the Emergency Food and Shelter Program – Phase 30.

RESULT: **ADDED TO CONSENT**

20. Consider and take appropriate action on request to approve creation of a non-interest bearing account for the Travis County Treasurer's Office.

RESULT: **ADDED TO CONSENT**

Other Items

21. Consider and take appropriate action on receiving employee input regarding the proposed parking policy, including section on zoned parking.

Members of the Court heard from:

Daniel Bradford, Assistant County Attorney

MOTION: Set the employee public hearing for Tuesday, January 17, 2011, and distribute information regarding the hearing to County Employees as soon as possible.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis

Clerk's Note: The Court noted that County employees will be able to submit comments in writing if they are not able to attend the public hearing.

- 22. Receive revenue and expenditure reports for the month of October 2011.

RESULT: **ADDED TO CONSENT**

- 23. Consider and take appropriate action on Sheriff's Office request for additional employee training funds.

RESULT: **ADDED TO CONSENT**

Clerk's Note: The County Judge noted that the request was to cover State cuts. The \$70,000.00 would be from Allocated Reserve.

- 24. Consider and take appropriate action on Travis County appointments to the Central Texas Regional Mobility Authority Board of Directors, including;

- a. Reappointment of Charles Heimsath;

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

John Hille, Assistant County Attorney

Ronnie Gjemre, Travis County Resident

MOTION: Approve the reappointment of Charles Heimsath.

RESULT: **APPROVED [4 TO 1]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez

NAYS: Sarah Eckhardt

- b. Acknowledgement of Henry Gilmore's decision to step down and expression of appreciation for his service; and

MOTION: Approve Item 24.b.

RESULT: **APPROVED [4 TO 1]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez

NAYS: Karen L. Huber

- c. Issuance of call for applications to interested Travis County residents.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

John Hille, Assistant County Attorney

Justine Blackmore-Hlista, Capital Metro Representative on CAMPO

MOTION: Approve Item 24.c, including the draft packet.

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

FRIENDLY

AMENDMENT: Move forward with this process and, to the extent it is inconsistent with Commissioners Court polices, the Court will approve Tuesday, December 13, 2011, to modify it.

MOVER: Sarah Eckhardt, Commissioner

RESULT: **FRIENDLY AMENDMENT ACCEPTED**

Clerk's Note: A Vote on the Standing Motion was taken.

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

25. Consider and take appropriate action on the appointment of Adam King to fill the unexpired term of Shirene Garcia to the Sustainable Food Policy Board, effective immediately through February 28, 2013. (Judge Biscoe)

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

26. Receive briefing and take appropriate action in Regina Jackson and Rudolf Williamson, individually, and on behalf of the estate of Rachel Jackson, deceased v. John A. Ford, M.D., and Travis County, Texas; Action No. A-10-CA-522-SS.¹

Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:

John Hille, Assistant County Attorney

MOTION: Amend the previously approved Offer of Judgment to add an expiration date of December 13, 2011.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

27. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas legislature.¹

Members of the Court heard from:

John Hille, Assistant County Attorney

RESULT: NOT NEEDED

Consent Items

Members of the Court heard from:
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C4 and Agenda Items 4, 5.a–b, 7, 9, 10, 11, 13, 15, 19, 20, 22, 23, and 25.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve setting a public hearing on Tuesday, January 10, 2012 to receive comments regarding plat for recording: Raceway single family subdivision section two final plat (a small lot subdivision) (resubdivision of lots 16, 17, 24, and 25 Northridge Acres number two subdivision - 69 lots - Travesia Way - City of Austin ETJ) in Precinct Two.
- C4. Approve setting a public hearing on Tuesday, February 7, 2012 to receive comments regarding the adoption of proposed changes to the Travis County Code to update and strengthen water quality protection requirements, including the repeal of Chapter 108, the repeal of various provisions in Chapter 82, the revision of certain provisions in Chapters 82 and 64, the addition of new subchapters h through k to Chapter 82, and the addition of new Chapter 104.

Added Items

- A1. Consider and take appropriate action on redistricting plans for the following Travis County Precincts:
 - a. County Commissioners;
 - b. Justices of the Peace and Constables; and
 - c. Elections (voter tabulation districts).

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR

RESULT: **DISCUSSED** **Reset for: 12/13/2011**

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, December 13, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on December 13, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Citizens Communication

Members of the Court heard from:
Giovanni Mastromatteo, Travis County Retiree
Ronnie Gjemre, Travis County Resident
Dr. John K. Kim, Travis County Resident
Gus Peña, Travis County Resident

Clerk's Note: The County Judge noted that the deadline for contributions to the Travis County Combined Charities campaign has been extended until Friday, December 16, 2011.

Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

RESULT: DISCUSSED

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

2. Consider and take appropriate action on the regulation of fireworks in unincorporated Travis County.

Judge Biscoe announced that Item 2 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal
Jim Connolly, Assistant County Attorney

Ronnie Gjemre, Travis County Resident

RESULT: DISCUSSED

Purchasing Office Items

- 3. Receive briefing from Purchasing Agent on following:
 - a. Canadian public private partnership (P3) conference; and

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent
Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Ronnie Gjemre, Travis County Resident
John Hille, Assistant County Attorney
Susan Spataro, Travis County Auditor
James Collins, Senior Chief Deputy, County Attorney's Office
Belinda Powell, Capital Planning Coordinator, PBO

RESULT: DISCUSSED

- b. Contract negotiations for advisory team for feasibility analysis of a P3 for new Civil and Family Courthouse. (This item may be taken into Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

Judge Biscoe announced that Item 3 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED **Reset for: 12/20/2011**

- 4. Approve Modification No. 1 to Contract No. CM090255LC, SAP Public Sector, Inc., for BEFIT software and maintenance support.

RESULT: ADDED TO CONSENT

- 5. Approve Modification No. 3, an Assignment of Contract No. 09T00220NB, (OEM parts and labor [motorcycle machinery, etc.] for Travis County motorcycles) from Cowboy Honda of Kyle to Kent Powersports of Austin.

RESULT: ADDED TO CONSENT

- 6.
 - a. Approve twelve-month extension (Modification No. 3) to Contract No. 11T00034OJ, Key & Piskuran Insurance Agency, for property and boiler/machinery insurance; and
 - b. Reject terrorism coverage under the Terrorism Risk Insurance Act of 2002 (TRIA), and authorize the County Judge to sign the TRIA policy disclosure statement.

RESULT: ADDED TO CONSENT

- 7. Approve Interlocal Agreement No. IL120048DW, Austin Travis County Integral Care and the City of Austin, for inpatient treatment and post treatment services for mentally ill misdemeanor defendants in Travis County.

RESULT: ADDED TO CONSENT

8. Approve contract award for home rehabilitation, Plain View Estates Water Connections Project, IFB No. B110291-JW, to the low bidder, Keystone Construction, Inc.

Members of the Court heard from:

Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS)
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
Ronnie Gjemre, Travis County Resident

MOTION: Approve Item 8.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

9. Approve contract award for flat tire and tube repair and replacement services, IFB No. B120005-CW, to the low bidders:
 - a. Southern Tire Mart, primary contractor; and
 - b. GCR Tire Centers, secondary contractor.

RESULT: **ADDED TO CONSENT**

Transportation, Natural Resources and Facilities Dept. Items

10. Approve appropriate documents to complete the sale of a 0.092 acre (3,990 square feet) wastewater utility easement on land located within North East Metro Park to the Pflugerville Community Development Corporation (PCDC) for the construction of a wastewater line to serve PCDC's planned renewable energy park. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

11. Consider and take appropriate action regarding an agreement with the Downtown Austin Transportation Management Association to develop and implement new air quality improvement strategies in the downtown Austin area using funding from a local initiatives projects grant from Texas Commission on Environmental Quality.

Members of the Court heard from:

Adele Noel, Air Quality Project Manager, TNR
Glen Gadbois, Executive Director, Downtown Austin Transportation Management Association

MOTION: Approve Item 11.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

12. Consider and take appropriate action on request to approve funding for a full time equivalent (FTE) position in the amount of \$34,620 for the remainder of Fiscal Year 2012 for a slot/position to monitor non-potable water sales from the US 183 facility in Precinct Four. (Commissioner Gómez)

RESULT: **ADDED TO CONSENT**

13. Consider and take appropriate action on the following requests:

- a. Village at Northtown Revised Preliminary Plan (revised preliminary plan - 3 total lots (1 retail lot and 2 single-family attached lots) - 27.9 acres – Heatherwilde Boulevard);
- b. Village at Northtown Section Two Preliminary Plan (preliminary plan - 78 total lots (76 single-family attached lots and 2 condominium lots) - 18.75 acres – Harris Ridge Boulevard); and
- c. Village at Northtown Phasing Agreement between Travis County and Village at Northtown, Ltd. in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

14. Consider and take appropriate action on the Greyrock Ridge Preliminary Plan [preliminary plan - 393 total lots (386 single family lots, 6 open space/water quality pond lots, and 1 amenity lot) - 177.853 acres] State Highway 45 in Precinct Three. (Commissioner Huber)

Members of the Court heard from:

- Anna Bowlin, Engineering Services Director, TNR
- Steve Manilla, County Executive, TNR
- Blake McGee, Developer, Greyrock Ridge

MOTION: Approve Item 14.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

15. Consider and take appropriate action on request from Golden Gloves Tournament for waiver or discount of fees to use the Travis County Exposition Center Banquet Hall with benefits from the event going to Meals on Wheels and More of Austin/Travis County and the Travis County Sheriff Law Enforcement Association "Youth Scholarship Fund." (Commissioners Davis and Gómez)

RESULT: ADDED TO CONSENT

Clerk's Note: The Court encouraged County Staff and the sponsor of the event to meet with the Concessionaire to clarify details.

16. Consider and take appropriate action on the following requests from the Travis County Youth Show in Precinct One:

- a. Reduced rental fee to use the Travis County Exposition Center on January 12 through 15, 2012 and January 20 and 21, 2012; and
- b. Waiver of Section 14, Food and Beverage Catering. (Commissioner Davis)

RESULT: ADDED TO CONSENT

Clerk's Note: The Court encouraged County Staff and the sponsor of the event to meet with the concessionaire to clarify details.

Health and Human Services Dept. Items

17. Consider and take appropriate action on proposed amendments to Chapter 57 (Travis County Smoking Policy) of the Travis County Code. (This item may be taken into Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

Judge Biscoe announced that Item 17 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:

Dr Harinder Dhir, Medical Director, Wellness Clinic
Diane Blankenship; Director, Human Resources Management Department (HRMD)
Mary Etta Gerhardt, Assistant County Attorney
Lindsay Pollok, Planner, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
Josie Peña, Wellness Center
David Salazar, Executive Assistant, TCHHS&VS

RESULT: DISCUSSED

Reset for: 12/20/2011

Clerk's Note: The Court directed Staff to prepare a revised draft for review and approval Tuesday, December 20, 2011 for distribution to County employees before the public hearing on Tuesday, January 24, 2011.

Planning and Budget Dept. Items

18. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

19. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
 - a. New application to the Office of the Governor, Criminal Justice Division, for the Travis County Sheriff's Office to receive de-obligated American Recovery and Reinvestment Act resources for one-time purchases to support existing programs; and
 - b. New contract with the United States Department of Justice, Office of Justice Assistance, Bulletproof Vest Partnership Program to obtain safety vests for Constable, Precinct Four.

RESULT: ADDED TO CONSENT

Administrative Operations Items

20. 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 \$229,111.51 for the period of November 25 to December 1, 2011.

RESULT: ADDED TO CONSENT

21. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

22. Approve the use of County funds to reimburse travel costs for one finalist interviewing for the Planning & Budget Office County Executive position.

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge noted that by approving Item 22 the Court authorizes up to \$1,250.00 for travel expenses.

Other Items

23. Consider and take appropriate action on policy governing Court appointments and reappointments to various boards and committees.

Members of the Court heard from:

John Hille, Assistant County Attorney

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

MOTION: Adopt the process with the striking of the last part of Section 1.017(b)(1)(B)(i) starting with 'or in the case' and treat every appointment/reappointment the same.

RESULT: DEFEATED [2 TO 3]

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Karen L. Huber, Commissioner

AYES: Sarah Eckhardt, Karen L. Huber

NAYS: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez

MOTION: Approve the proposed policy but work on the language in Section (b)(1)(B)(i) after 'or in the case" and bring that back for approval on Tuesday, December 20, 2011.

RESULT: APPROVED [4 TO 1]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez

NAYS: Sarah Eckhardt

24. Consider and take appropriate action on reappointment of James Adkins to serve as a Precinct Two and Precinct Three appointee to the Travis Central Appraisal District Board of Directors. (Commissioners Eckhardt and Huber)

RESULT: ADDED TO CONSENT

25. Consider and take appropriate action on request for Travis County to notify the City of Austin that it has no objection to giving honorary recognition to Roy Q. Minton by designation of a single street sign with his name on Eleventh Street in honor of his long and storied career.

Members of the Court heard from:

Ken Oden, Attorney, Linebarger, Goggan Blair & Sampson, LLP

MOTION: Approve a Resolution informing the City of Austin that Travis County has no objection to this request.

RESULT: APPROVED [UNANIMOUS]

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

26. Consider and take appropriate action on redistricting plans for the following Travis County Precincts:

- a. County Commissioners;
- b. Justices of the Peace and Constables; and
- c. Elections (voter tabulation districts).

Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR
Kevin Morse, Assistant County Attorney

RESULT: DISCUSSED

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

27. Consider and take appropriate action on an offer to sell to the County approximately 3.16 acres of land near the intersection of Burleson Road and U.S. 183 South in Precinct Four, for inclusion in the Onion Creek Open Space Parkland - 2005 Bond Program. ²

Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Accept the offer of \$187,000.00.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

28. Receive legal briefing and take appropriate action to fill vacancy in the office of Travis County Tax Assessor collector on January 1, 2012. ¹

Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the County Judge to have an in-person meeting with the top managers in the Tax Assessor's Office, and ask the managers interested in this vacancy beginning January 1, 2012, to file an application with the Commissioners Court with an attached resume. Notify the interested parties of the Courts intention to interview them Tuesday, December 20, 2012, with Tuesday, December 27, 2012, as a back-up date.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The County Judge noted that he will also meet with Nelda Wells Spears, Tax Assessor Collector.

29. Receive briefing from County Attorney and take appropriate action regarding potential litigation with Mortgage Electronic Recording System (MERS Corp.).¹

Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED** **Reset for: 12/20/2011**

30. Receive legal briefing and take appropriate action regarding a proposal to purchase certain open space land near Gilleland Creek in Precinct One and discuss draft agreement with TXI. 1

Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:
Tom Nuckols, Assistant County Attorney

MOTION: Authorize Staff to:

- Communicate with the City of Austin the content of the draft document before us
- Invite the City of Austin to participate in the public hearing currently scheduled for Tuesday, January 24, 2012
- Follow-up on the comments that have been received from members of the public especially regarding application of the 1,000-ft. buffer in the impacted area, monitoring, and requests made by the City of Webberville

MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner

FRIENDLY

AMENDMENT: Set the public hearing for Tuesday, January 31, 2012.

MOVER: Samuel T. Biscoe, Judge

RESULT: **FRIENDLY AMENDMENT ACCEPTED**

Clerk's Note: A Vote on the Standing Motion was taken.

RESULT: **APPROVED [4 TO 0]**
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

31. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas legislature.¹

Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED**

Consent Items

Members of the Court heard from:
Cyd Grimes, Travis County Purchasing Agent
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C4 and Agenda Items 4, 5, 6.a–b, 7, 9.a–b, 10, 12, 13.a–c, 15, 16.a–b, 18, 19.a–b, 20, 21, 22, and 24.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve setting a public hearing on Tuesday, January 3, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate a .029 acre section of Lynnbrook Drive as dedicated by separate instrument recorded at Volume 3651, page 860 in Precinct Three. (Commissioner Huber)
- C4. Approve setting a public hearing on Tuesday, January 17, 2012 to receive comments regarding a request for a partial plat vacation of Lot 1 Carriage Crossing Section Two final plat (partial vacation of a final plat - 1 total lot 11.47 acres -River Hills Road) in Precinct Three. (Commissioner Huber)

Added Items

- A1. Receive briefing from County Attorney and take appropriate action in Nathan Green v. Jodie McGarity, (Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Settle this matter for \$23,500.00.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- A2. Receive briefing and take appropriate action in Regina Jackson and Rudolf Williamson, individually, and on behalf of the estate of Rachel Jackson, deceased v. John A. Ford, M.D., and Travis County, Texas; Action No. A-10-CA-522-SS. (Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

Judge Biscoe announced that Item A2 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED**

- A3. Consider and take appropriate action regarding proposal for downtown office building by D2000, a turn key development company. (Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property)

Judge Biscoe announced that Item A3 would be considered in Executive Session pursuant to

Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

RESULT: DISCUSSED

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge

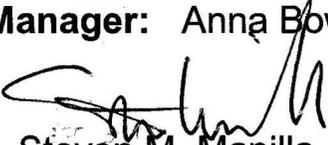


Travis County Commissioners Court Agenda Request

Meeting Date: December 27, 2011

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services

Department Head:  Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, January 17, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate a 0.658 acre drainage easement located over and across a portion of Lot 1, Block A of the Schmidt Addition subdivision – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate a 0.658 acre drainage easement located over and across a portion of Lot 1, Block A of the Schmidt Addition subdivision. The easement is dedicated per plat and is schematically shown on the face of the plat. The subject lot fronts on Capital of Texas Highway (Loop 360), which is maintained by The State of Texas.

Professional engineer Alex G. Clarke has stated that:

"The aforementioned drainage easement was designed for a specific site plan, Wendy's at 360 (Travis County Development Permit #04-1710; City of Austin Site Development Permit #SPC-03-0026C), which was never constructed. We are currently seeking a site development permit for Loop 360 Climatized Self Storage (Travis County Development Permit #11-1897; City of Austin Site Development Permit #SPC-2011-0190C). This site requires a differently shaped drainage easement of 1.003 acres, which we are offering for recordation in exchange for the release of the existing drainage easement. The vacating of this drainage easement and the proposed drainage easement that will replace it will not cause any adverse affects to any of the surrounding property."

After review of the submitted request and recommendation, Travis County engineer Don Grigsby has stated he has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

The original plan for this site was Wendy's at 360 (Permit #04-1710). The current 0.658 acre drainage easement was to service that particular plan. However, the Wendy's was never built. A new site plan (Permit #11-1897) has since been submitted. This new site plan, according to the request letter, requires a differently shaped drainage easement. Vacating the current drainage easement and re-dedicating it in a new configuration will allow the property owners to move forward with the permit process.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request/Engineer's Letter
- Easement Dedication and Survey
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561
Don Grigsby	Engineer	TNR	854-7560

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Schmidt Addition

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a 0.658 acre drainage easement located over and across a portion of Lot 1, Block A of the Schmidt Addition as recorded at Document #200400179 of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the subject easement;

WHEREAS, the property owner has agreed to re-dedicate a 1.003 acre replacement drainage easement to be simultaneously recorded with this Order;

WHEREAS, a Travis County Engineer has stated that there is no objection to the vacation of the drainage easement as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject drainage easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on January 17, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 0.658 acre drainage easement located over and across a portion of Lot 1, Block A of the Schmidt Addition, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2012.

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



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943
3500 McCall Lane
Austin, Texas 78744

EXHIBIT " _____ "

PORTION OF LOT 1, BLOCK A,
SCHMIDT ADDITION
(DRAINAGE EASEMENT RELEASE)

**0.658 ACRE DRAINAGE EASEMENT
ARNOLD COLBURD SURVEY 78, ABSTRACT 33
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS**

BEING ALL OF THE 0.658 ACRE DRAINAGE EASEMENT SHOWN OVER AND ACROSS A PORTION OF LOT 1, BLOCK A, SCHMIDT ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200400179 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO UPLIFTING PROPERTIES, LP BY SPECIAL WARRANTY DEED DATED JUNE 20, 2005 AND RECORDED IN DOCUMENT NO. 2005110669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

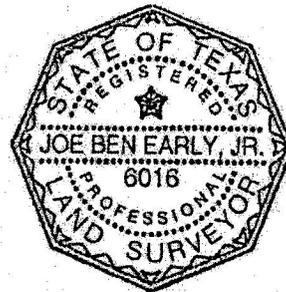
Attachments: Survey Drawing No. 229-005-PL1-REL-DE

A handwritten signature in black ink, appearing to read "JBE", written over a faint grid background.

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

9/28/11

Date

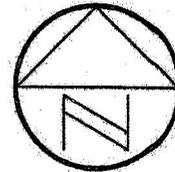


REFERENCES

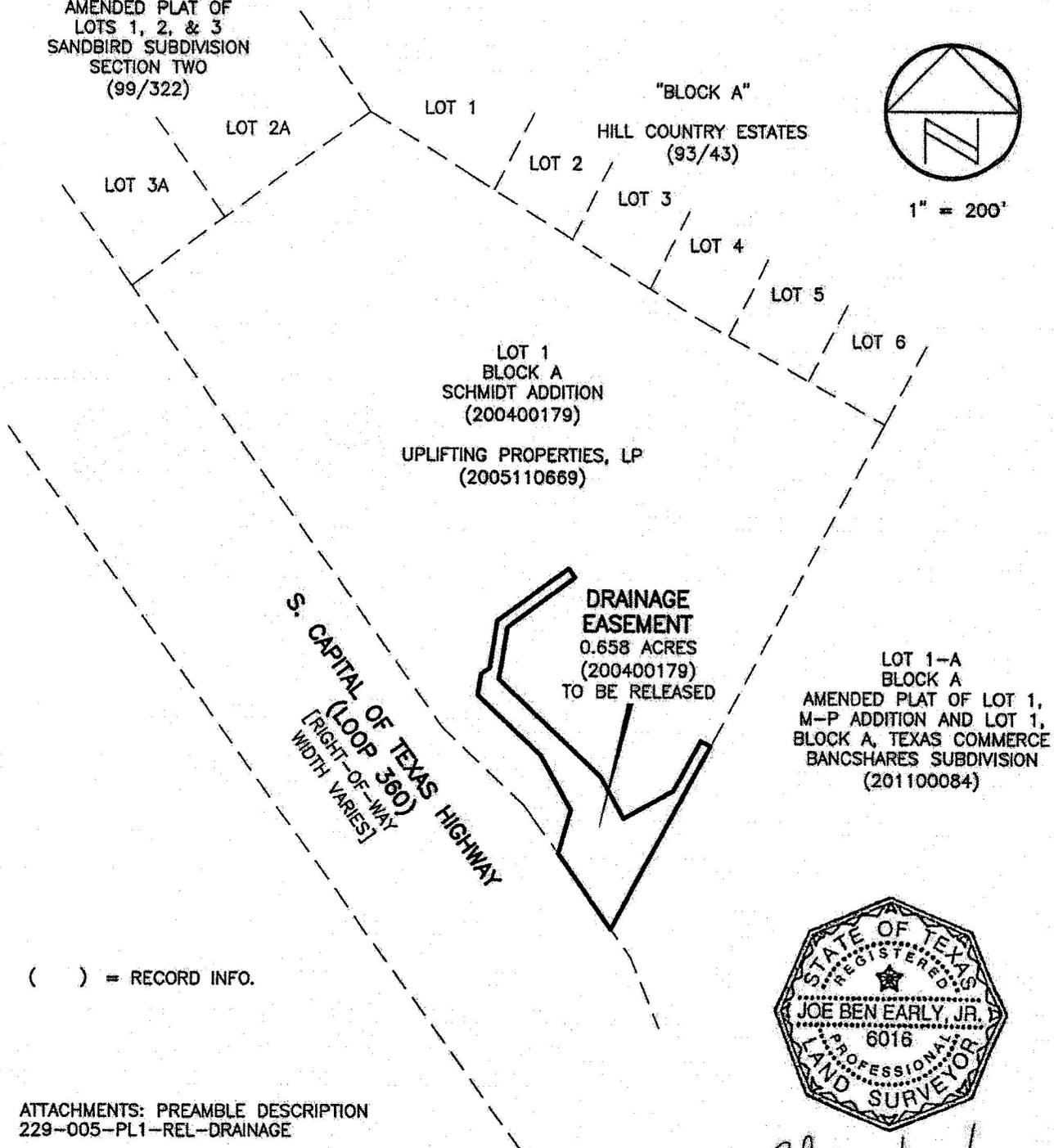
TCAD Property ID #: 0103190104
Austin Grid Map E21

AN EXHIBIT OF THE 0.658 ACRE DRAINAGE EASEMENT SHOWN OVER AND ACROSS A PORTION OF LOT 1, BLOCK A, SCHMIDT ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200400179 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO UPLIFTING PROPERTIES, LP BY SPECIAL WARRANTY DEED DATED JUNE 20, 2005 AND RECORDED IN DOCUMENT NO. 2005110669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

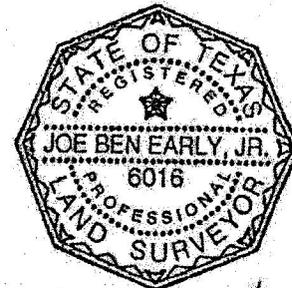
AMENDED PLAT OF
LOTS 1, 2, & 3
SANDBIRD SUBDIVISION
SECTION TWO
(99/322)



1" = 200'



() = RECORD INFO.



Handwritten signature and date: 9/28/11

ATTACHMENTS: PREAMBLE DESCRIPTION
229-005-PL1-REL-DRAINAGE

PLOT DATE: 09/28/11
DRAWING NO.: 229-005-PL1-REL-DE
PROJECT NO.: 229-005
DRAWN BY: CWW
SHEET 1 OF 1

Chaparral

November 14, 2011

Travis County Commissioners' Court
c/o Paul Scoggins
Travis County TNR
411 W. 13th Street
Austin, Texas 78701

RE: Vacation of Drainage Easement
Loop 360 Climatized Self-Storage (Travis County Development Permit #11-1897)
Longaro & Clarke, L.P. Project #352-01-83

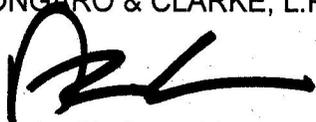
Dear Paul:

We respectfully request the vacation of a 0.658-acre drainage easement as shown on the Schmidt Addition, a final plat recorded in the Official Public Records of Travis County, Texas as Document No. 200400179.

The aforementioned drainage easement was designed for a specific site plan, Wendy's at 360 (Travis County Development Permit #04-1710; City of Austin Site Development Permit #SPC-03-0026C), which was never constructed. We are currently seeking a site development permit for Loop 360 Climatized Self Storage (Travis County Development Permit #11-1897; City of Austin Site Development Permit #SPC-2011-0190C). This site requires a differently shaped drainage easement of 1.003 acres, which we are offering for recordation in exchange for the release of the existing drainage easement. The vacating of this drainage easement and the proposed drainage easement that will replace it will not cause any adverse affects to any of the surrounding property.

Included with this letter are the survey documents for the release of the 0.658-acre drainage easement, a copy of the plat (Schmidt Addition) on which the easement was granted, and the survey documents for the new easement for your reference. Please let me know if you have any questions or require additional information.

Very Truly Yours,
LONGARO & CLARKE, L.P.



Alex G. Clarke, P.E.
Vice President

AGC/ew

cc: Randy Hughes, Legend Communities, Inc.
Brendan Callahan, Endeavor Real Estate Group

G:\352-01\DOCS\Drainage Easement Release Request-County.doc



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943
3500 McCall Lane
Austin, Texas 78744

EXHIBIT " _____ "

PORTION OF LOT 1, BLOCK A,
SCHMIDT ADDITION
(DRAINAGE EASEMENT)

1.003 ACRES
C. ARNOLD SURVEY NO. 78, ABS. NO. 33
CITY OF AUSTIN LIMITED PURPOSE
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 1.003 ACRES (APPROXIMATELY 43,689 SQ. FT.) IN THE C. ARNOLD SURVEY NO. 78, ABS. NO. 33, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, SCHMIDT ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT 200400179 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO UPLIFTING PROPERTIES, LP BY SPECIAL WARRANTY DEED DATED JUNE 20, 2005 AND RECORDED IN DOCUMENT 2005110669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.003 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set in the northeast right-of-way line of S. Capital of Texas Highway (Loop 360) (right-of-way width varies), being the southernmost corner of said Lot 1, being also the westernmost corner of Lot 1-A, Block A, Amended Plat of Lot 1, M-P Addition and Lot 1, Block A, Texas Commerce Bancshares Subdivision, a subdivision of record in Document 201100084 of the Official Public Records of Travis County, Texas, from which a concrete highway monument found at highway station 784+00, 150' left, in the northeast right-of-way line of S. Capital of Texas Highway (Loop 360), same being the southwest line of said Lot 1-A, bears South 35°39'55" East, a distance of 46.65 feet;

THENCE with the northeast right-of-way line of S. Capital of Texas Highway (Loop 360) and the southwest line of said Lot 1, the following two (2) courses and distances;

1. North 35°39'55" West, a distance of 203.05 feet to a concrete highway monument found at highway station 781+50, 150' left;
2. North 46°54'31" West, a distance of 13.30 feet to a calculated point, from which a concrete highway monument found at highway station 780+00, 120' left, in the northeast right-of-way line of S. Capital of Texas Highway (Loop 360), same being the southwest line of said Lot 1, bears North 46°54'31" West, a distance of

Page 2

139.75 feet;

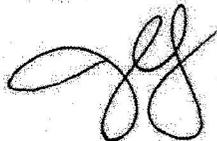
THENCE over and across said Lot 1, the following eight (8) courses and distances;

1. North 20°59'13" East, a distance of 94.68 feet, to a calculated point;
2. North 74°09'02" East, a distance of 36.11 feet, to a calculated point;
3. South 76°41'24" East, a distance of 26.50 feet, to a calculated point;
4. North 33°14'37" East, a distance of 53.91 feet, to a calculated point;
5. North 60°55'22" East, a distance of 46.72 feet, to a calculated point;
6. South 14°06'50" East, a distance of 27.67 feet, to a calculated point;
7. South 61°48'35" West, a distance of 22.28 feet, to a calculated point;
8. South 64°19'09" East, a distance of 122.68 feet to a calculated point in the southeast line of said Lot 1, being in the northwest line of said Lot 1-A, from which a 1/2" rebar found for the easternmost corner of said Lot 1, being in the northwest line of said Lot 1-A, being also the southernmost corner of Lot 6, Block A, Hill Country Estates, a subdivision of record in Volume 93, Page 43 of the Plat Records of Travis County, Texas, bears North 28°48'18" East, a distance of 493.73 feet;

THENCE with the southeast line of said Lot 1 and the northwest line of said Lot 1-A, the following two (2) courses and distances;

1. South 28°48'18" West, a distance of 127.24 feet, to a 1/2" rebar with "Chaparral" cap found;
2. South 28°58'18" West, a distance of 150.86 feet to the **POINT OF BEGINNING**, containing 1.003 acres of land, more or less.

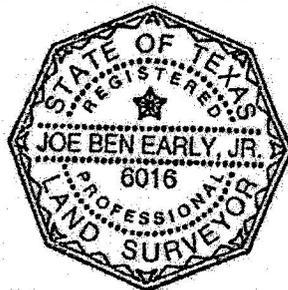
Surveyed on the ground on March 23, 2009. Bearing basis is Grid Azimuth for the Texas Central Zone, NAD 1983/93 HARN from the LCRA survey control network. Attachments: Survey Drawing No. 229-005-DE5



Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

9/27/11

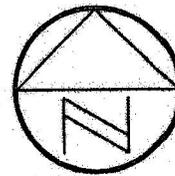
Date



REFERENCES

**TCAD Property ID #: 0103190104
Austin Grid Map E21**

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.003 ACRES (APPROXIMATELY 43,689 SQ. FT.) IN THE C. ARNOLD SURVEY NO. 78, ABS. NO. 33, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, SCHMIDT ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT 200400179 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO UPLIFTING PROPERTIES, LP BY SPECIAL WARRANTY DEED DATED JUNE 20, 2005 AND RECORDED IN DOCUMENT 2005110669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



1"=100'

LINE TABLE		
No.	BEARING	LENGTH
L1	S35°39'55"E	46.65'
L2	N46°54'31"W	13.30'
L3	N20°59'13"E	94.68'
L4	N74°09'02"E	36.11'
L5	S76°41'24"E	26.50'
L6	N33°14'37"E	53.91'
L7	N60°55'22"E	46.72'
L8	S14°06'50"E	27.67'
L9	S61°48'35"W	22.28'
L10	S64°19'09"E	122.68'
L11	S28°48'18"W	127.24'
L12	S28°58'18"W	150.86'

LOT 6
BLOCK A
HILL COUNTRY
ESTATES
(93/43)

LOT 1
BLOCK A
SCHMIDT ADDITION
(200400179)

UPLIFTING PROPERTIES, LP
(2005110669)

N28°48'18"E 493.73'
S28°48'18"W 620.97'

LOT 1-A
BLOCK A
AMENDED PLAT OF LOT 1,
M-P ADDITION AND LOT 1,
BLOCK A, TEXAS COMMERCE
BANCSHARES SUBDIVISION
(201100084)

HWY. STA.
780+00
120' LT.

N46°54'31"W 139.75'
[N45°18'W 152.97']
153.06'

HWY. STA.
781+50
150' LT.

N35°39'55"W 203.05'
[N34°00'W 250.00']
S. CAPITAL OF TEXAS HIGHWAY
(LOOP 360)
[RIGHT-OF-WAY
WIDTH VARIES]

DRAINAGE
EASEMENT
1.003 ACRES
APPROX. 43,689
SQ. FT.

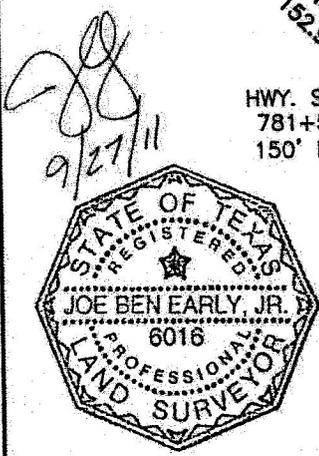
CH

P.O.B.

HWY. STA.
784+00
150' LT.

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- △ CALCULATED POINT
- CONC. HIGHWAY MON. FOUND

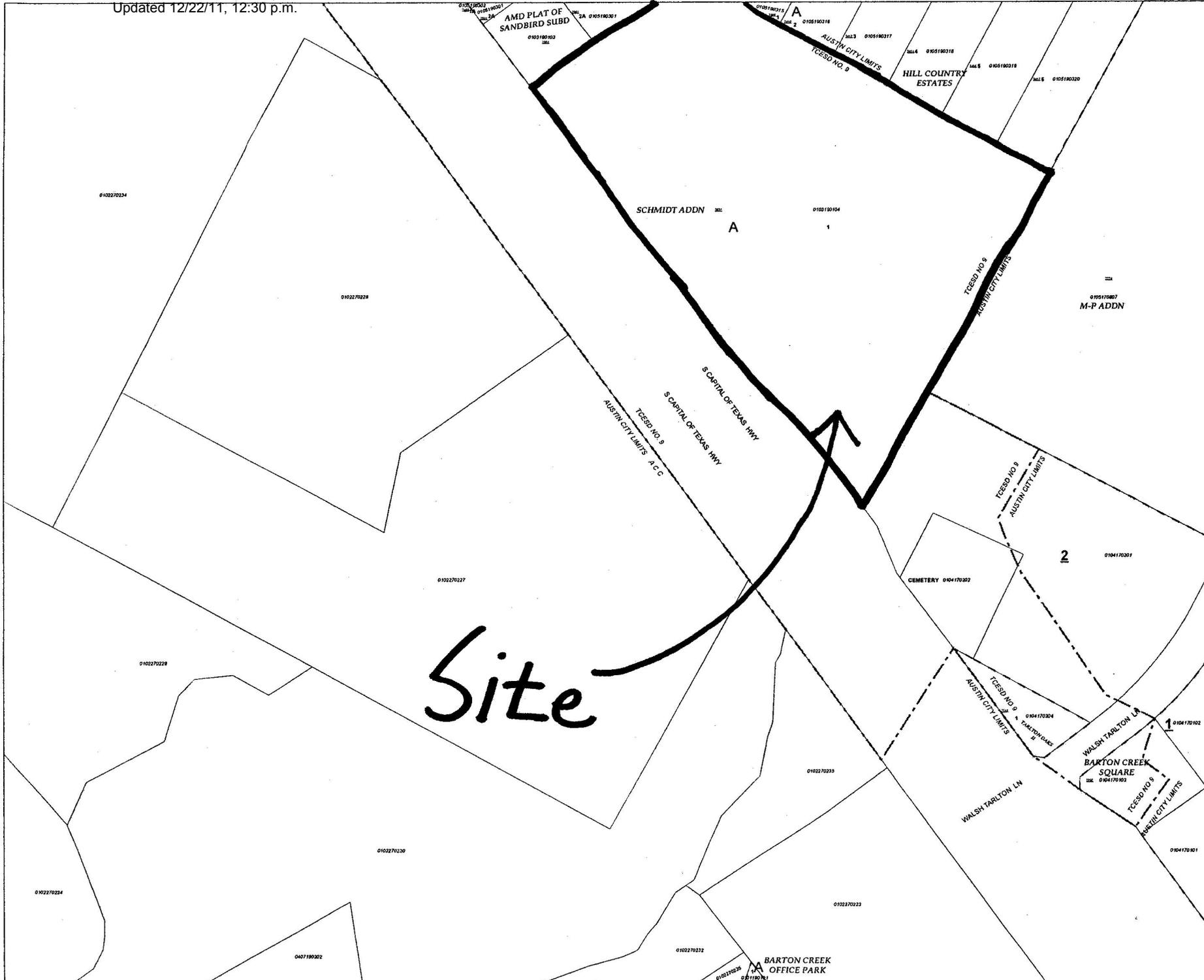


DATE OF SURVEY: 3/29/09
PLOT DATE: 09/27/11
DRAWING NO.: 229-005-DE5
PROJECT NO.: 229-005
DRAWN BY: CWW
SHEET 1 OF 1

BEARING BASIS: GRID AZIMUTH FOR TEXAS
CENTRAL ZONE, 1983/93 HARN VALUES FROM
LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 229-005-DE5





Travis Central Appraisal District
 8314 Cross Park Drive
 Austin, Texas 78714
 Internet Address: www.traviscad.org
 Main Telephone Number (512) 834-9317
 Appraisal Information (512) 834-8318
 TDD (512) 836-3328

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NAD_1983_StatePlane
 Texas_Central_FIPS_4203_Feet
 Projection: Lambert_Conformal_Conic

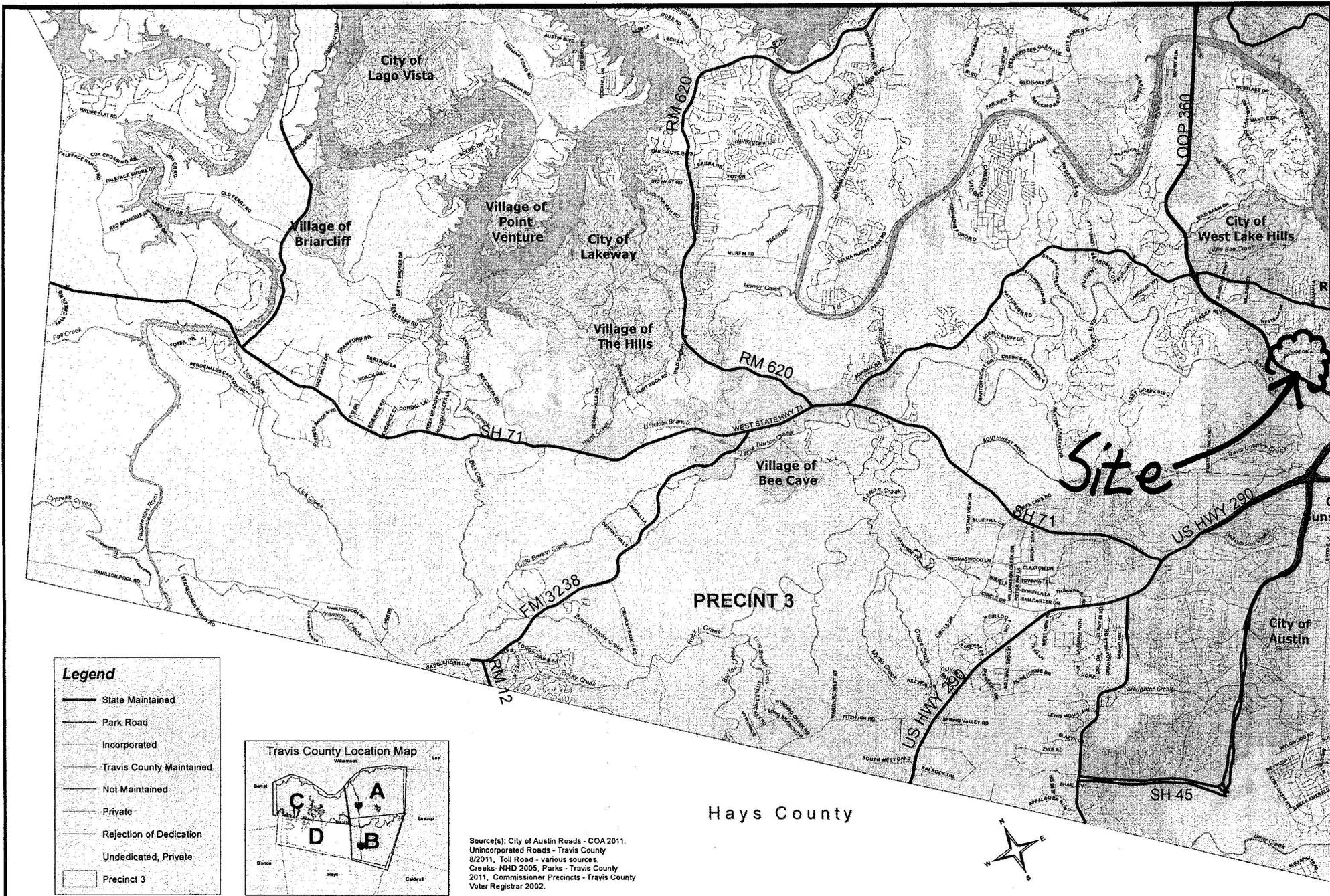
Scale:
 Thin = 100 scale map
 Bold = 400 scale map

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		10517
10227	10215	10218
		10216
10121	10110	10117
		10116

0 100 Feet

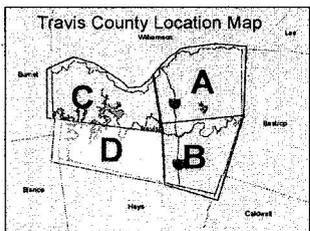
Revision Date
 07/29/2008

1 0319

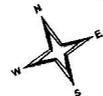


Legend

- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3

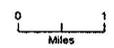


Source(s): City of Austin Roads - COA 2011,
 Unincorporated Roads - Travis County
 8/2011, Toll Road - various sources,
 Creeks- NHD 2005, Parks - Travis County
 2011, Commissioner Precincts - Travis County
 Voter Registrar 2002.



Map Disclaimer: The data is provided "as is" with no warranties of any kind.

Travis County Roadways, Map D



Map Prepared by: Travis County,
 Dept. of Transportation & Natural
 Resources. Date: 8/9/2011



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date:

Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of November 22 and December 6, 2011.

AGENDA LANGUAGE:

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, November 22, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on November 22, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

- Public hearing: receive comments regarding the Road District electing to levy an ad valorem tax on goods-in-transit and deny the exemption from this taxation on these goods-in-transit both as provided in Texas Tax Code, Section 11.253 effective for the Tax Year 2012 and all subsequent years.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
 Jessica Rio, Assistant Budget Manager, PBO

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- Consider and take appropriate action on an order electing to levy an ad valorem tax on goods-in-transit and denying an exemption from this taxation on these goods-in-transit both as provided in Texas Tax Code, Section 11.253, effective for the Tax Year 2012 and subsequent years.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of May 17, September 20, October 25, and November 1 and 8, 2011.

MOTION: Approve Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, December 6, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on December 6, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Make the investments in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date:

Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Session of November 22, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, November 22, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on November 22, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Public hearing: receive comments regarding the road district electing to levy an ad valorem tax on goods-in-transit and deny the exemption from this taxation on these goods-in-transit both as provided in Texas Tax Code, Section 11.253 effective for the Tax Year 2012 and all subsequent years.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
 Jessica Rio, Assistant Budget Manager, PBO

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

2. Consider and take appropriate action on an order electing to levy an ad valorem tax on goods-in-transit and denying an exemption from this taxation on these goods-in-transit both as provided in Texas Tax Code, Section 11.253, effective for the Tax Year 2012 and subsequent years.

MOTION: Approve Item 2.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

3. Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Sessions of May 17, September 20, and November 1 and 8, 2011.

MOTION: Approve Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner

SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge