



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 10, 2012

**Prepared By/Phone Number:** Garry Brown 854-9333

**Elected/Appointed Official/Dept. Head:** Commissioner Karen Huber

**Commissioners Court Sponsor:** Commissioner Karen Huber

**AGENDA LANGUAGE:** Consider and take appropriate action on a resolution in support of timely approval by the Texas Commission on Environmental Quality on the Lower Colorado River Authority's 2012 Water Management Plan.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

**RESOLUTION OF THE TRAVIS COUNTY COMMISSIONERS COURT IN SUPPORT OF TIMELY APPROVAL BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OF THE LOWER COLORADO RIVER AUTHORITY'S 2012 WATER MANAGEMENT PLAN**

WHEREAS, the Travis County Commissioners Court recognizes that maintaining Lakes Travis and Buchanan at optimal levels that reflect prudent decisions for a variety of stakeholders is critical in maintaining municipal water supplies as well as to the health, safety, economic, and recreational interests of the District's customers; and

WHEREAS, the Lower Colorado River Authority (LCRA) currently has an emergency order in effect to maintain minimal lake levels because of the continuing extreme drought conditions and the lowest annual inflows to the Highland Lakes in history; and

WHEREAS, weather patterns and future models indicate that conditions in Central Texas will continue to be hotter and drier than normal; and

WHEREAS, the population of Texas is expected to grow by more than 20 million in the next 50 years while at the same time, water consumption is projected to increase 22 percent; and

WHEREAS, the most recent State Water Plan remains unfunded, leaving the LCRA Water Management Plan (WMP) the only current, implementable, long-term option for water management; and

WHEREAS, the LCRA organized a diverse committee of stakeholders to formulate a new WMP to address extreme drought conditions and the committee worked diligently for 18 months to present a plan which addressed all of the stakeholder interests; and

WHEREAS, the Court recognizes and applauds the LCRA for approving the new 2012 WMP and submitting it to the Texas Commission on Environmental Quality (TCEQ); and

WHEREAS, Travis County and the Lake Travis Coalition sponsored the Lake Travis Economic Impact Report which showed more than \$8.4 billion in assessed lake area property values with hundreds of jobs and over \$200 million in annual tax revenue generated by the Lake Travis area alone, producing critical data supporting key components of the WMP; and

WHEREAS, it took seven years for the TCEQ to approve the last Water Management Plan; and

WHEREAS, the State Climatologist has predicted an increased chance of drought for the next decade; and

WHEREAS, the businesses and local governments, including Travis County, will see significant negative impact should the drought continue in the absence of an approved water plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE TRAVIS COUNTY COMMISSIONERS COURT, THAT THE EXECUTIVE DIRECTOR OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY APPROVE THE 2012 WATER MANAGEMENT PLAN AS SUBMITTED BY THE LOWER COLORADO RIVER AUTHORITY WITH AN URGENCY FITTING OUR DIRE CIRCUMSTANCES.**

SIGNED AND ENTERED THIS \_\_\_\_\_ DAY OF APRIL, 2012.

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

\_\_\_\_\_  
RON DAVIS  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
SARAH ECKHARDT  
COMMISSIONER, PRECINCT 2

\_\_\_\_\_  
KAREN L. HUBER  
COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
MARGARET J. GÓMEZ  
COMMISSIONER, PRECINCT 4



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** April 10, 2012

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

**Elected/Appointed Official/Dept. Head:** Leslie Browder, 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:**

**Leslie Browder – Planning and Budget Office, (512)854-9106**

**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](mailto: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

4/10/2012

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9891	Reserves	CAR Reserves		\$ 980	1
		001	2702	822	3001	JP Pct. 2	Office Equip,Furn,&Supp	\$ 980		
A2		501	1413	981	9892	Reserves	Fund 501 Allocated Resv.		\$ 100,000	4
		501	1413	635	8011	Facilities	Building Maint. Equip.	\$ 100,000		
A3		001	0900	519	0701	PBO	Reg.Sal-Permnt Empl		\$ 3,680	7
		001	1210	523	3001	ITS	Office Equip, Furn & Supp	\$ 1,701		
		001	1210	523	3002	ITS	Software	\$ 1,759		
		001	1230	523	3002	ITS	Software	\$ 220		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	0900	519	0701	PBO	Reg.Sal-Permnt Empl.		\$ 42,646	7
		001	0900	519	3002	PBO	Software	\$ 42,646		

OTHER

Compensation of a Special Project Temporary Employee (Dept. 08)

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**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Alan Miller, Planning and Budget Analyst

**DATE:** April 3, 2012

**RE:** Request to transfer funds from the CAR Reserve, to Justice of the Peace, Precinct #2 for a replacement safe.

Justice of the Peace, Precinct #2 is requesting approval to transfer \$980 from the CAR reserves to replace their safe, which has ceased to function properly.

This is a one-time expense to replace an item that ceased to function mid-year. PBO recommends the use of the CAR reserves as the expense would be such that JP #2 would be unable to easily absorb the costs internally.

PBO notes that the CAR Reserve currently has \$455,101 after considering other earmarks pending against the overall \$952,106 balance.

PBO recommends approval of this request.

cc: Leslie Browder, PBO  
Leroy Nellis, PBO  
Glenn Bass, Justice of the Peace Precinct 2  
Cindy Muller, Justice of the Peace Precinct 2's Office



**GLENN BASS**

Justice of the Peace

Travis County, Precinct Two  
10409 Burnet Road, Suite 180  
Austin, Texas 78758-4427  
(512) 854-4545

DATE: APRIL 2, 2012

TO: LEROY NELLIS, PBO MANAGER  
ALAN MILLER, PBO BUDGET ANALYST

FROM: JUDGE GLENN BASS, JUSTICE OF THE PEACE, PCT. 2  
CINDY MULLER, OFFICE MANAGER SR., PCT. 2

SUBJECT: REPLACEMENT OF SAFE

This memo is a follow up to our earlier conversation today regarding JP2's immediate need to replace our existing safe. Due to this unexpected expense, JP2 is requesting money from CAR funds to purchase this item. Budget Adjustment #31991 for \$980 has been completed at our level and awaits your approval.

If any questions, please don't hesitate to call. We appreciate your assistance in the matter.

Budget Adjustment: 31991

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

Author: 27 - MULLER, CINDY  
 Court Date: Tuesday, Apr 10 2012  
 To replace damaged safe

Created: 4/2/2012 4:55:50 PM  
 Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			980
				980
To Account		Project		Amount
001-2702-822-3001	OFFICE EQUIP,FURN, & SUPP			980
				980

Approvals	Dept	Approved By	Date Approved
Originator	27	CINDY MULLER	4/4/2012 9:22:34 AM
DepOffice	27	CINDY MULLER	4/4/2012 9:22:37 AM
DepOfficeTo	27	CINDY MULLER	4/4/2012 9:22:40 AM



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

**MEMORANDUM**

**TO:** Members of Commissioners Court *D. Ramirez*<sup>1</sup>  
**FROM:** Diana A. Ramirez, Sr. Budget Analyst  
**DATE:** March 12, 2012  
**RE:** Request by Facilities Management for Funding from the Expo Center Allocated Reserve

Facilities Management is requesting funding of \$100,000 from the Expo Center's (Fund 501) Allocated Reserve to replace the HVAC controls at the Expo Center Main Arena. The current system is failing, obsolete, and no longer supported by the manufacturer. It is important that the HVAC controls be replaced before the heat of summer begins.

A PBO review of this special fund's expenses through March 12, 2012, in conjunction with the Auditor's Office's review of current and expected revenues indicates that this fund will have sufficient fund balance to cover this additional \$100,000 in expense.

PBO recommends approval of this budget amendment.

cc: Leslie Browder, Leroy Nellis, Jessica Rio, PBO  
Roger El Khoury, John Carr, Amy Draper, FMD  
David Jungermann, Joanne Englund, Auditor's Office





## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**Project No:** EXPO-12-12F-1M

**File:** 102

**TO:** Leslie Browder, County Executive, PBO

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

A handwritten signature in blue ink, reading "Roger El Khoury".

**DATE:** March 28, 2012

**SUBJECT:** Exposition Center Arena – HVAC Controls  
Request for Reallocation of Funding

Facilities Management Department (FMD) requests your assistance in obtaining approval to use available resources in the Exposition Center Allocated Reserve to fund the replacement of the HVAC controls at the Exposition Center Main Arena. We anticipate the controls upgrade will require \$100,000. The current HVAC controls system is failing, obsolete and no longer supported by the manufacturer. As a result, the chillers, boilers and air handler units must be manually operated. Budget adjustment # 31925 has been loaded into the system to relocate this funding from 501-1413-981-9802 to 501-1413-635-8011.

FMD requests that PBO place this on the Commissioners Court agenda for approval at the next available opportunity. Please contact Lloyd at 44773 or Amy at 49040 if you have any questions. Your assistance is greatly appreciated.

### COPY TO:

John Carr, Administrative Director, FMD

Lloyd Evans, Maintenance Division Director, FMD

Amy Draper, CPA, Financial Manager, FMD

Diana Ramirez, Budget Analyst, PBO

### Budget Adjustment: 31925

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

Author: 14 - DRAPER, AMY  
Court Date: Tuesday, Apr 10 2012  
Transfer funds from Expo Allocated Reserves to cover HVAC Controls Upgrade

Created: 3/28/2012 8:49:49 AM  
Dept: FACILITIES MANAGEMENT

From Account	Acct Desc	Project	Proj Desc	Amount
501-1413-981-9892	ALLOCATED RESERVES			100,000
				100,000
To Account		Project		Amount
501-1413-635-8011	BUILDING MAINT EQUIPMENT			100,000
				100,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	3/29/2012 07:27:30 AM
DepOffice	14	AMY DRAPER	3/29/2012 07:27:31 AM

- *Draper* 4/2/12  
*Mary Heltz* 4/4/12



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Alan Miller, Planning and Budget Analyst *Am*

**DATE:** March 30, 2012

**RE:** Request to transfer one-time salary savings to fund start up equipment for PBO Senior Planner position.

The Planning and Budget Office is requesting approval to use one time salary savings to provide start up equipment for a Senior Planner position that was authorized in the FY 12 budget.

The authorization for the new position included funding only for the personnel costs of the new position, with no associated equipment, such as a computer. In order to provide the expected performance, this position requires additional operating funds to purchase: SAS visual data discovery and AutoCAD Revit Architecture software. Licenses for the specialized software are also being purchased for the Strategic Planning Manager as well as a CAD compatible computer. The total cost of the startup equipment and software is \$46,326

Due to one-time vacancies, PBO has generated sufficient temporary salary savings to fund the cost of this equipment as well as provide for the recently approved transition slot for the remainder of FY 12.

PBO recommends approval of this request.

cc: Leslie Browder, PBO  
Leroy Nellis, PBO  
Belinda Powell

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**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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700 Lavaca, suite 1560  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**April 3, 2012**

**TO:** Alan Miller, Sr. Budget Analyst  
**FROM:** Belinda Powell, Strategic Planning Manager  
**SUBJECT:** **Transfer of funds to purchase a computer and software for new Sr. Planner position and upgrade software on computer of Strategic Planning Manager**

A Sr. Planner position was authorized for PBO in the FY 2012 budget. After some delay related to discussion of the appropriate location of the strategic planning function for Travis County, Leroy Nellis, as Acting County Executive of PBO authorized the posting of the position in January 2012. The position has been successfully recruited and filled with a new employee to start on April 16, 2012. As is customary with new positions, this position will require the purchase of a new computer. In addition, to the standard software set up for the county, this position requires additional technical software that requires an upgrade computer as specified by ITS at a cost of \$3,680 for hardware and standard software plus a Viso PRO 2010 package for two computers.

The additional software components that carry extra costs for the Strategic Planning Manager and the Sr. Planner include AutoCAD Revit Architecture suite 2012, in order to read and manipulate drawing files; SAS ESRI bridge and SAS visual data discovery (SASVDD) at a one-time cost of \$42,646 for the software packages.

This software will allow the Planners in Planning & Budget Office to share files and information, in formats that can be manipulated for our specific use, with TNR's GIS unit and FMD, as well as other planning offices across the county.

The total amount requested to be transferred is \$46,326.

Regards,

A handwritten signature in blue ink that reads "Belinda Powell".

Belinda Powell  
Strategic Planning Manager  
Travis County Planning & Budget

cc:  
Leslie Browder, County Executive Planning & Budget  
Leroy Nellis, Budget Director  
Jeremy Broadhead, Business Analyst, Planning & Budget

Budget Adjustment: 31999

Fyr \_ Budget Type: 2012-Reg

Author: 9 - ALEMAN-REYES, YOLANDA

Created: 4/3/2012 1:43:53 PM

PBO Category: Amendment

Court Date: Tuesday, Apr 10 2012

Dept: PLANNING AND BUDGET

Just: InterDpXfr

Purchase computer and software for Planner position in PBO

From Account	Acct Desc	Project	Proj Desc	Amount
001-0900-519-0701	REG SALARIES-PERMNT EMPL			3,680
				3,680
To Account		Project		Amount
001-1210-523-3001	OFFICE EQUIP,FURN, & SUPP			1,701
001-1210-523-3002	SOFTWARE			1,759
001-1230-523-3002	SOFTWARE			220
				3,680

Approvals	Dept	Approved By	Date Approved
Originator	9	YOLANDA ALEMAN-REYES	4/3/2012 1:45:17 PM
DepOffice	9	JESSICA RIO	4/3/2012 3:28:04 PM
DepOfficeTo	12	RANDALL LOTT	4/3/2012 3:34:29 PM

*Rosmary Nellis 4/4/12*

Budget Adjustment: 32000

Fyr \_ Budget Type: 2012-Reg

Author: 9 - ALEMAN-REYES, YOLANDA

Created: 4/3/2012 1:44:45 PM

PBO Category: Transfer

Court Date: Tuesday, Apr 10 2012

Dept: PLANNING AND BUDGET

Just: CommCodeRq

Purchase software for Planner in PBO

From Account	Acct Desc	Project	Proj Desc	Amount
001-0900-519-0701	REG SALARIES-PERMNT EMPL			42,646
				42,646
To Account		Project		Amount
001-0900-519-3002	SOFTWARE			42,646
				42,646

Approvals	Dept	Approved By	Date Approved
Originator	9	YOLANDA ALEMAN-REYES	4/3/2012 1:45:12 PM
DepOffice	9	JESSICA RIO	4/3/2012 3:28:04 PM

*Randy Ellis 4/4/12*



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

700 Lavaca, Ste. 1560  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Members of Commissioners Court

**FROM:** Aerin-Renee Toussaint, Budget Analyst

**DATE:** April 10, 2012

**RE:** Tax Office Special Project Temporary Employee

A handwritten signature in blue ink, appearing to be "Aerin-Renee Toussaint", written over the "FROM:" line of the memorandum.

On December 27, 2011, the Commissioners Court appointed Tina Morton as the interim Tax Assessor-Collector until a new one is elected in November 2012 and takes office in January 2013. Vacancies created by her move and other retirements are being handled mainly by internal backfills and temporary employees; but vacancies still remain for the interim.

The Tax Office desires to offer a temporary position (with full benefits) to a former employee, to fill Slot #38, which is vacant due to retirement. Filling the vacant position with a Special Project Temporary employee would allow the Tax Office to provide its desired level of service until the transition to a newly elected Tax Assessor-Collector is complete, and allow the employee to receive full benefits.

This Special Project Temporary employee will be classified as a Tax Specialist I, and compensated at \$43,146 (including benefits) and will be internally funded from temporary salary savings. The position will be funded with \$28,764 in temporary salary savings from the FY 12 Budget, and \$14,382 from of projected temporary salary savings in the FY 13 Budget. With the approval of Commissioners Court, the position will have a start date of 4/11/2012, and an end date of 12/31/2012. The Tax Office has committed to keeping Slot #38 open, and retaining the rest of the associated salary for a future employee to be hired in 2013.

PBO supports this action because the individual is already familiar with the work and will be valuable to the Department during the rest of the calendar year. It is important that the Tax Office employs a trained employee during these transition months, and this individual's skills and experience seem to be the best fit for the Department's needs.

PBO recommends approval of this personnel action.

cc: Leslie Browder, Leroy Nellis, Jessica Rio, PBO  
Tina Morton, Acting Tax Assessor-Collector  
Renea Deckard, Patti Smith, Kitten Pfertner, Tax Office  
Todd Osburn, HRMD

**Tina Morton**  
ASSESSOR AND COLLECTOR  
OF TAXES



5501 Airport Blvd.  
AUSTIN, TX 78751  
(512) 854-9473

**Date: March 30, 2012**

**To: Aerin Toussaint, Planning & Budget Analyst**

**From: Patti Smith, Financial Manager**

**Subject: Temporary Special Project Slot**

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The Tax Office is requesting a Temporary Special Project Slot be established by Planning and Budget. This slot will be needed while Tina Morton serves as the interim Tax Assessor Collector.

This slot will be used to temporarily back-fill Slot #38 which is in Division 40. The slot should include benefits and should be funded at the entry-level pay grade of a Tax Specialist I. The Temporary Project Slot will also be in Division 40.

Our office has contacted a previous employee who is willing to accept the temporary employment, as long as benefits apply. She has agreed to start in this temporary position as of April 11, 2012.

Since a Tax Specialist I is a pay grade 13, effective April 1, 2012, the annual pay for this temporary slot will be \$30,238.83 or \$14.5379 per hour. The cost of funding this position will be handled internally through December 31, 2012, which is the requested end date for this temporary slot. During the duration of the Temporary Special Project Slot, Slot #38 will remain open.

Therefore, it is our request that Planning and Budget proceed by asking the Commissioner's Court to create this new temporary slot.

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$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
(\$25,000)	TNR	12/22/2011	Envision Central Texas
(\$30,000)	County Attorney	12/22/11	Redistricting Outside Counsel
(\$45,640)	Criminal Courts	12/27/2011	Continue Veterans Court Program
(\$10,000)	TNR	12/28/11	Clean Air Force
\$28,827	Auditor	1/13/12	Technical correction for Excess rollover amt.
(\$5,500)	Facilities	1/17/12	Palm Square Appraisal Fee
(\$3,089)	TNR	1/17/12	Lake Travis Economic Study
(\$5,177)	County Judge	1/24/12	ACC Internship Program
(\$5,177)	Records Mngt.	1/24/12	ACC Internship Program
(\$5,177)	JP Pct. 1	1/24/12	ACC Internship Program
(\$14,415)	Tax Office	1/24/12	Temp. Empl-extension for Redistricting
(\$15,000)	Facilities	1/24/12	Renovations to 1101 Nueces for PlanetSafe
\$26,321	Various	1/24/12	Cancelled Purchase Orders
\$6,985	Various	1/30/12	Cancelled Purchase Orders
\$16,150	Various	2/13/2012	Cancelled Purchase Orders
(\$45,000)	CES	2/14/12	SafePlace additional staff position
(\$31,643)	Sheriff's Office	2/14/12	Bailiff Position-390th Dist. Court
\$13,136	Various	2/15/2012	Cancelled Purchase Orders
(\$37,954)	District Attorney	2/28/12	Child Protection Contract
(\$10,500)	TNR	2/28/12	CAPCOG Ozone Monitoring
\$22,585	Various	3/12/12	Cancelled Purchase Orders
(\$2,600,000)	Facilities	3/20/12	Property Purchase from Housing Authority
(\$5,100)	Facilities	3/20/12	Property Purchase from Housing Authority
(\$7,500)	Historical Commission	3/27/12	National Park Service grant match
\$99,176	Various	3/23/12	Cancelled Purchase Orders
\$4,809	Various	3/30/12	Cancelled Purchase Orders
<b>\$10,456,503</b>	<b>Current Balance</b>		

**Allocated Reserve Status (001-9800-981-9892)****Possible Future Expenses Against Allocated Reserve Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
(\$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
(\$137,421)	TNR - Northeast Metro Park - Phase III
(\$294,139)	TCSO - 700 Lavaca Security
(\$5,941,788)	Compensation
<b>(\$8,889,639)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$1,566,864 Remaining Allocated Reserve Balance After Possible Future Expenditures**

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,433,446			Beginning Balance
(\$90,000)	TNR	12/13/11	Guardrail Improvements
(\$365,000)	TNR	2/21/12	International Cemetery
(\$5,628)	Comm. Pct. 1	2/28/12	Intel Reader, CCTV and Magnifier
(\$63,850)	ITS	3/20/12	IT Related Improvements at Granger Bldg.
\$43,138	TNR	3/23/12	Cancelled Purchase Order
(\$19,460)	ITS	4/3/12	Mental Health Public Defenders-Replacement Computers
<b>\$932,646 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Explanation</b>
(\$330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
(\$48,505)	TCSO - Security
(\$80,000)	RMCR - A/V Equipment for 700 Lavaca Street
(\$38,500)	TNR - Northeast Metro Park - Phase III
<b>(\$497,005) Total Possible Future Expenses (Earmarks)</b>	

**\$435,641 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
<b>\$330,703 Current Reserve Balance</b>			

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$4,000,000			Beginning Balance
(\$425,000)	CJP	12/27/11	Related to Civil Courthouse Contract
(\$65,000)	CJP	1/19/2012	Legal Services Contract
<b>\$3,510,000 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$596,369			Beginning Balance
<b>\$596,369 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$60,250			Beginning Balance
<b>\$60,250 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$4,700,000 (\$584,694)	ITS	3/7/12	Beginning Balance JP Case Management System
<b>\$4,115,306 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$750,000			Beginning Balance
<b>\$750,000 Current Reserve Balance</b>			

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

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

**\* Reserved for MHMR****Starflight Maintenance Reserve Status (001-9800-981-9843)**

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

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

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

17

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

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

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

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



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 10, 2012

**Prepared By/Phone Number:** Aerin Toussaint/(512) 854-1160

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget *LB*

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on request to accept a donation of \$1,000 from the Travis County Archaeological Society for the Travis County Historical Commission.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Please see attached.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

Please see attached.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Please see attached.

### **REQUIRED AUTHORIZATIONS:**

None.

**Leslie Browder, Planning and Budget Office (512) 854-9106**

**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](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.





**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

---

700 Lavaca, Ste. 1560  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Members of Commissioners Court  
**FROM:** Aerin-Renee Toussaint, Budget Analyst  
**DATE:** April 10, 2012  
**RE:** Travis County Historical Commission Donation Approval

Two handwritten signatures in blue ink are positioned to the right of the memorandum header. The first signature appears to be "Ar" and the second is "Aerin".

The Travis County Historical Commission requests Commissioners Court approval to accept a \$1,000 donation from the Travis County Archaeological Society. The Archaeological Society is presenting this donation to support the Historical Commission in their educational outreach project with the Ransom and Sarah Williams Homestead and Texas Beyond History Project of The University of Texas and Texas State University.

The funds will be deposited into the 001-1700-389.10-11 account line. These funds will be used in addition to grant funds that were approved by Commissioners Court on March 27, 2012.

PBO supports approval and receipt of this donation.

**cc:** Leslie Browder, Leroy Nellis, Jessica Rio, PBO  
Barry Hutcheson, Bob Ward, Travis County Historical Commission



## Travis County Historical Commission

March 14, 2012

Travis County Commissioners Court  
Judge Sam Biscoe

RE: Donation from the Travis County Archeological Society for the Ransom and Sarah Williams Farmstead project

The Travis County Historical Commission and its Certified Local Government Committee request the approval of Commissioners Court to accept a donation of \$1,000 from the Travis County Archaeological Society. These funds would be used to support the CLG grant project on the Ransom and Sarah Williams Farmstead.

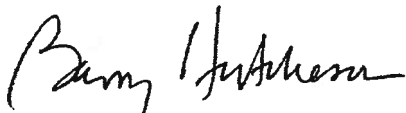
The Travis County Archeological Society (TCAS) was founded in 1959 to promote the scientific study of archeology and “to encourage the conservation, study, interpretation, and publication of evidences of prehistory and history, especially in Travis County and vicinity.” It is an organization of professional and amateur archeologists who are committed to understanding the Texas past through the study of material left by earlier peoples.

The TCAS has been aware of the research and archeology done at the Williams Farmstead site from the outset of the Texas Department of Transportation project there in 2007. They are interested in providing monetary support because the stated educational

proposals in the Ransom and Sarah Williams Farmstead project meet the goals of the TCAS.

The primary grant funds provided through the CLG program and the matching money from Travis County will be used to build on the site research and to develop educational materials for community and local school use. The additional funds offered by the TCAS would allow for expanded deliverables, in terms of enhanced graphics, increased number of publications, new web materials or other technology.

We appreciate the support of the Commissioners Court in historical preservation activities in Travis County.

A handwritten signature in cursive script, appearing to read "Barry Hutcheson".

Barry Hutcheson  
Chair, Travis County Historical Commission

CC: Bob Ward, Co-Chair, Travis County Historical Commission  
Bill Hamilton, Chair, CLG Committee



TRAVIS COUNTY ARCHEOLOGICAL SOCIETY

PO Box 9034  
Austin TX 78766-9034

RECEIVED

12 APR -2 AM 11:17

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

26 March 2012

Aerin Toussaint, Budget Analyst  
Travis County Planning and Budget Office  
700 Lavaca Street, Suite 1560  
Austin, TX 78701-3101

Dear Ms. Toussaint:

The Travis County Archeological Society voted at our monthly meeting on February 9 to donate \$1,000.00 toward the education component of the Sarah and Ransom Williams Farmstead project. This donation is to accompany a grant the Texas Historical Commission has awarded to the Travis County Certified Local Government Committee.

Please accept our check in this amount, written to the Travis County Historical Commission, Department 17, for the above cited project.

Sincerely,

Carolyn Spock  
President  
Travis County Archeological Society

Copies to:  
Barry Hutcheson  
May Schmidt  
Jonelle Miller-Chapman



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 10, 2012

**Prepared By/Phone Number:** John Carr, 854-4772

**Dept. Head:** Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

**County Executive:** Leslie Browder, PBO, 854-9106

**Sponsoring Court Members:** Commissioner Davis, Precinct One

Handwritten signature of Roger El Khoury in blue ink.

### AGENDA LANGUAGE:

Consider and take appropriate action on request from the Travis County Sheriff's Office and the Texas Police Athletic Federation for waiver of fees for use of Travis County Exposition Center Banquet Hall and grounds on June 21-22, 2012.

### BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) was contacted in February by the Sheriff's Office about obtaining approval from the Commissioners Court for waiver of fees to use the Exposition Center Banquet Hall and grounds to host the 2012 Texas Police Games, which will be held during June 20-24, 2012 in Travis County. The Sheriff's Office approached FMD regarding this request for waiver of fees prior to the Commissioners Court approval of the order amending Chapter 45 regarding discounts for use of certain Travis County Exposition Center facilities by public entities. Since this request was made prior to adoption of the new policy, FMD is bringing this grandfathered request to the Commissioners Court for consideration.

Per information provided in the request, the Travis County Sheriff's Office (TCSO) will be serving as the host for the 2012 Texas Police Games. These games are in their 35<sup>th</sup> year and were last hosted in Austin back in 2000. The games bring in approximately 3,000 competitors and their family members to compete in numerous athletic events to promote fitness and teamwork within the public safety community. TCSO, along with other local law enforcement agencies, is proud to serve as the host agency for this event. These events are designed to promote wellness amongst law enforcement and fire personnel, both current and retired, and also promote networking and relationship building between agencies through competition. Various Travis County response personnel have competed in these games for many years.

TCSO indicates that they will be using the Banquet Hall on Thursday, June 21<sup>st</sup> for the Police Games Banquet, so they will need access to the facility during the morning and then provide clean-up on Friday morning. TCSO also indicated that they would use the Exposition Center grounds on Thursday and Friday mornings for their running and Duathlon Events. TCSO and other agencies would staff each of these events and they state that they would return the Banquet Hall and Exposition Center grounds to a "better than we found it" condition.

TCSO is requesting waiver of facility rental and custodial cleaning fees. TCSO has agreed to pay \$100 to offset the cost of utilities for the Banquet Hall use.

**STAFF RECOMMENDATIONS:**

Facilities Management Department recommends approval of the waiver of all fees with the exception of \$100 for the cost of utilities for this time only.

**ISSUES AND OPPORTUNITIES:**

This request for waiver of fees would be the last request of this type that will be requested to be placed on the Commissioners Court agenda for consideration. This request appears to be appropriately considered by the Commissioners Court as a grandfathered item.

Approval of this request for waiver will result in a reduction \$2,120 in fees that would have been required under the provisions of the revised Chapter 45 policy.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Loss of \$2,120 in revenue for the Exposition Center.

**ATTACHMENTS/EXHIBITS:**

1. Exhibit A from Exposition Center License Agreement as proposed
2. Sheriff Hamilton letter, March 19, 2012 with attached flyer

**REQUIRED AUTHORIZATIONS:**

N/A



## EXHIBIT A

Travis County Exposition Center - Event Costing Schedule					
<b>Customer:</b>	Sheriff Greg Hamilton				<b>Date of Event:</b>
<b>Event:</b>	Texas Police Games				June 21-22, 2012
Item	Details	Unit	Qty	Rate	Amount
<b>Facility Rental Fees</b>	Luedecke Arena - Rental Period is 16 Hours	Day		\$ 3,000.00	\$ -
	Luedecke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -
	Luedecke Arena Dressing Room	Day		\$ 100.00	\$ -
	Skyline Club - Rental Period is 8 Hours	Day		\$ 1,200.00	\$ -
	Skyline Club for Each Additional Hour	Hour		\$ 100.00	\$ -
	Banquet Hall - Rental Period is 8 Hours	Day		\$ 1,800.00	\$ -
	Banquet Hall for Each Additional Hour	Hour		\$ 100.00	\$ -
	Show Barn - Rental Period is 12 Hours	Day		\$ 900.00	\$ -
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -
	Outside Show Barn Equestrian horse Arena	Day		\$ 200.00	\$ -
	All Grounds - Non-Concert Event	Day		\$ 1,000.00	\$ -
	Portion of the Grounds - Non-Concert Event	Day		\$ 500.00	\$ -
	All or Portion of the Grounds - Concert Event	Day		\$ 2,000.00	\$ -
	Other	Each		\$ 3,000.00	\$ -
	<b>Total Facility Rental Fees</b>				<b>\$ -</b>
<b>Equipment Rental Fees</b>	Tables	Each/Event		\$ 6.00	\$ -
	Chairs	Each/Event		\$ 1.50	\$ -
	Picnic Tables	Each/Event		\$ 10.00	\$ -
	Portable Bleachers	Each		\$ 20.00	\$ -
	Stalls	Each		\$ 15.00	\$ -
	Pens	Each		\$ 2.00	\$ -
	Cattle Ties	Each		\$ 2.00	\$ -
	50 stalls free if total stalls >100	Each		\$ 15.00	\$ -
	Other	Each		\$ 450.00	\$ -
	<b>Total Equipment Rental Fees</b>				<b>\$ -</b>
<b>Custodial Fees</b>	Luedecke Arena	Day		\$ 600.00	\$ -
	Skyline Club	Day		\$ 200.00	\$ -
	Luedecke Arena Including Skyline	Day		\$ 775.00	\$ -
	Luedecke Arena Dressing Rooms	Day		\$ 75.00	\$ -
	Banquet Hall	Day		\$ 200.00	\$ -
	Grounds	Day		\$ 260.00	\$ -
	Show Barn - One day horse show event	Day		\$ 200.00	\$ -
	Show Barn - Two days horse show event	2-Day		\$ 250.00	\$ -
	Show Barn - Three days horse show event	3-Day		\$ 300.00	\$ -
	Show Barn - All Events Except Horse Show	Day		\$ 200.00	\$ -
	Custodial Services During Event per Custodian	Hour		\$ 25.00	\$ -
	Stall Cleaning	Each		\$ 5.00	\$ -
	<b>Total Custodial Fees</b>				<b>\$ -</b>
<b>Other Fees</b>	HVAC - Luedecke Arena	Hour		\$ 125.00	\$ -
	Forklift - with Driver	Hour		\$ 35.00	\$ -
	Moving and Placing Dirt	Hour		\$ 200.00	\$ -
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -
	Water Connection	Each		\$ 30.00	\$ -
	Other - \$100 Utility Cost for Banquet Hall	Each	1	\$ 100.00	\$ 100.00
	<b>Total Other Fees</b>				<b>\$ 100.00</b>
<b>ORIGINAL CONTRACT SUM</b>					<b>\$ 100.00</b>
<b>DEPOSIT</b>	Non-Refundable = Percent of Original Contract Sum	1		20%	\$ 20.00
<b>BALANCE</b>	To Be Adjusted for Additional Services, If Applicable	2		80%	\$ 80.00
<b>DAMAGES DEPOSIT</b>	Refundable = Percent of Facilities Rental	3		20%	\$ -
<b>PARKING SURCHARGE</b>	One-Third of Parking Fees Collected by Licensee	4			
1. Due at the Time the License Agreement is Signed by the Licensee					
2. Due 30 Days Prior to Commencement of the Event					
3. Due One Day Prior to Commencement of the Event					
4. Due upon Event Conclusion					



JAMES SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MAKR SAWA  
Major - Administration & Support

**Date:** March 19, 2012

**To:** Roger El Khoury, Director of Facilities Management

**From:** Sheriff Greg Hamilton, Travis County Sheriff *GH*

**Subject:** Texas Police Games – Use of County Facilities and the Waiver of Fee's.

**Proposed Motion:**

Consider and take appropriate action on a request from the Travis County Sheriff's Office and the Texas Police Athletic Federation for a rental fee waiver for the use of the Banquet Hall at the Travis County Expo Center and the use of a portion of the Exposition Center grounds for Thursday June 21, 2012 and the morning of Friday June 22, 2012. Please also consider and take appropriate action on a request for a reduction in the cost of utilities for the use of the Banquet Hall.

**Summary & Recommendation:**

This year the Travis County Sheriff's Office is serving as the host for the 2012 Texas Police Games to be held June 20-24, 2012 in Travis County. These games are in their 35th year and were last hosted by Austin in 2000. The games bring in approximately three thousand competitors and their family members to compete in numerous athletic events to promote fitness and teamwork within the public safety community. TCSO, along with other local law enforcement agencies, is proud to serve as the host agency for this event. These events are designed to promote wellness amongst law enforcement and Fire personnel, both current and retired, and also promote networking and relationship building between agencies through competition. Various Travis County response personnel have competed in these games for many years.

As you know, TCSO has already been in contact with Facilities Management and discussed the proposed utilization plan for the Banquet Hall and the Expo Center grounds. We will be using the Banquet Hall only on Thursday for the Police Games Banquet; which includes set –up on Thursday morning and clean-up on Friday morning. We will be using the Expo Center grounds only on Thursday and Friday mornings in order to run the 5K, 10K and Duathlon Events.



TCSO and other agencies will staff each of these events and ensure that we returned the Banquet Hall and the Expo Center grounds to a, "better then we found it," condition. The Sheriffs Office has consistently demonstrated that we return all facilities that we use to a condition that is better than the condition that we found it, and we will continue to maintain this high standard operation.

We are also asking for a waiver of rental fee's and reduction in the cost of utilities. The waiver of the rental fee is an integral part of our ability to conduct the Police Games in a cost effective manner. Based upon our earlier discussions, it is our understanding that there is a 200.00 utility fee. We are asking for a 100.00 reduction to that fee; bringing our cost for utilities at 100.00.

The wavier of fee's and / or an elimination of cost for facilities is the same request that we have asked, and been granted, from other facilities such as, the ALERRT Center in Hays County, the University of Texas and others.

Please consider our request and if you have any questions please contact my office.

**Attachment:**

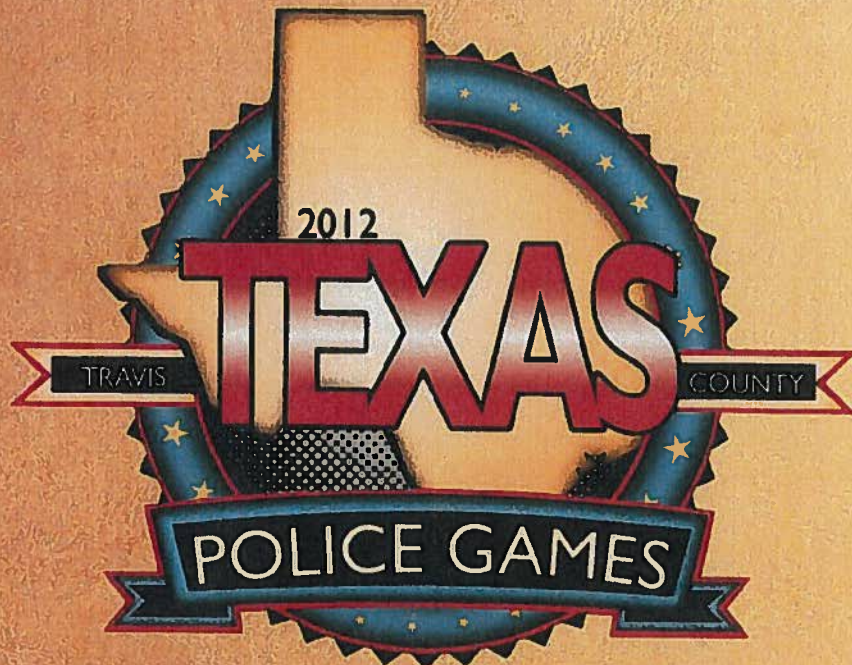
**2012 Police Games Flyer**

**Cc:**

**TNR – Steve Manilla**



*Safety, Integrity, Tradition of Service*



**2012**  
**TEXAS POLICE GAMES**  
**WEDNESDAY, JUNE 20 to**  
**SUNDAY, JUNE 24**  
**TRAVIS COUNTY, TX**



**HOSTED BY THE**  
**TRAVIS COUNTY SHERIFF'S OFFICE**

FULL-TIME LAW ENFORCEMENT AND FIRE FIGHTERS  
 1 YEAR MINIMUM ON LAW ENFORCEMENT RESERVES

**ONLINE REGISTRATION MANDATORY**  
**[WWW.TEXASPOLICEGAMES.ORG](http://WWW.TEXASPOLICEGAMES.ORG)**

QUESTIONS?  
 CONTACT LUBBOCK OFFICE @ 800.624.9752



- ★ ARCHERY
- ★ BASKETBALL
- ★ BASKETBALL 3-POINT CONTEST
- ★ BASS TOURNAMENT
- ★ BIATHLON
- ★ BILLIARDS
- ★ BOWLING
- ★ CYCLING
- ★ DOMINOES
- ★ DRAGON BOAT EXHIBITION
- ★ FLAG FOOTBALL
- ★ GOLF
- ★ KARATE
- ★ K-9 NARCOTICS/PATROL
- ★ MOUNTAIN BIKE
- ★ PAINTBALL
- ★ PISTOLS
- ★ PISTOLS - TACTICAL
- ★ POLICE BIKE
- ★ POWER LIFTING
- ★ POWER LIFTING LIFT OFF
- ★ RACQUETBALL
- ★ RIFLE
- ★ ROAD RACES - 5K & 10K
- ★ TRAP-SKEET & 5-STAND
- ★ SALT WATER FISHING
- ★ SOCCER
- ★ SOFTBALL
- ★ SUBMISSION WRESTLING
- ★ SWAT CHALLENGE
- ★ TENNIS
- ★ TEXAS PENTATHLON
- ★ TRACK & FIELD
- ★ VOLLEYBALL





## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 10, 2012

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

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning & Budget *JB*

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### 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 \$1,049,553.56, for the period of March 23 to March 29, 2012.

### 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 \$1,049,553.56.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$1,049,553.56

### 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](mailto: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:** April 10, 2012

**TO:** Members of the Travis County Commissioners Court

**FROM:** Dan Mansour, Risk Manager

**COUNTY DEPT.** Human Resources Management Department (HRMD)

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

**PERIOD OF PAYMENTS MADE:** March 23, 2012 to March 29, 2012

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,049,553.56

**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 \$1,049,553.56.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
MARCH 23, 2012 TO MARCH 29, 2012**

-

- 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: April 10, 2012  
 TO: Susan Spataro, County Auditor  
 FROM: Dan Mansour, Risk Manager  
 COUNTY DEPT.: Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:  
 FROM: March 23, 2012  
 TO: March 29, 2012

**REIMBURSEMENT REQUESTED: \$ 1,049,553.56**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,770,338.92
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: April 3, 2012	\$ (718,070.63)
	\$ -
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 1,049,553.56</b>
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 1,049,553.56</b>

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


All claims over \$25,000 (2 this week totaling \$65,033.32) 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.

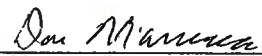
Fifteen percent (15%) of all claims under \$25,000 (\$147,907.82) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$225,000 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 (\$28,357.99).


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.

 4/2/12  
 Diane Blankenship, Director, HRMD Date

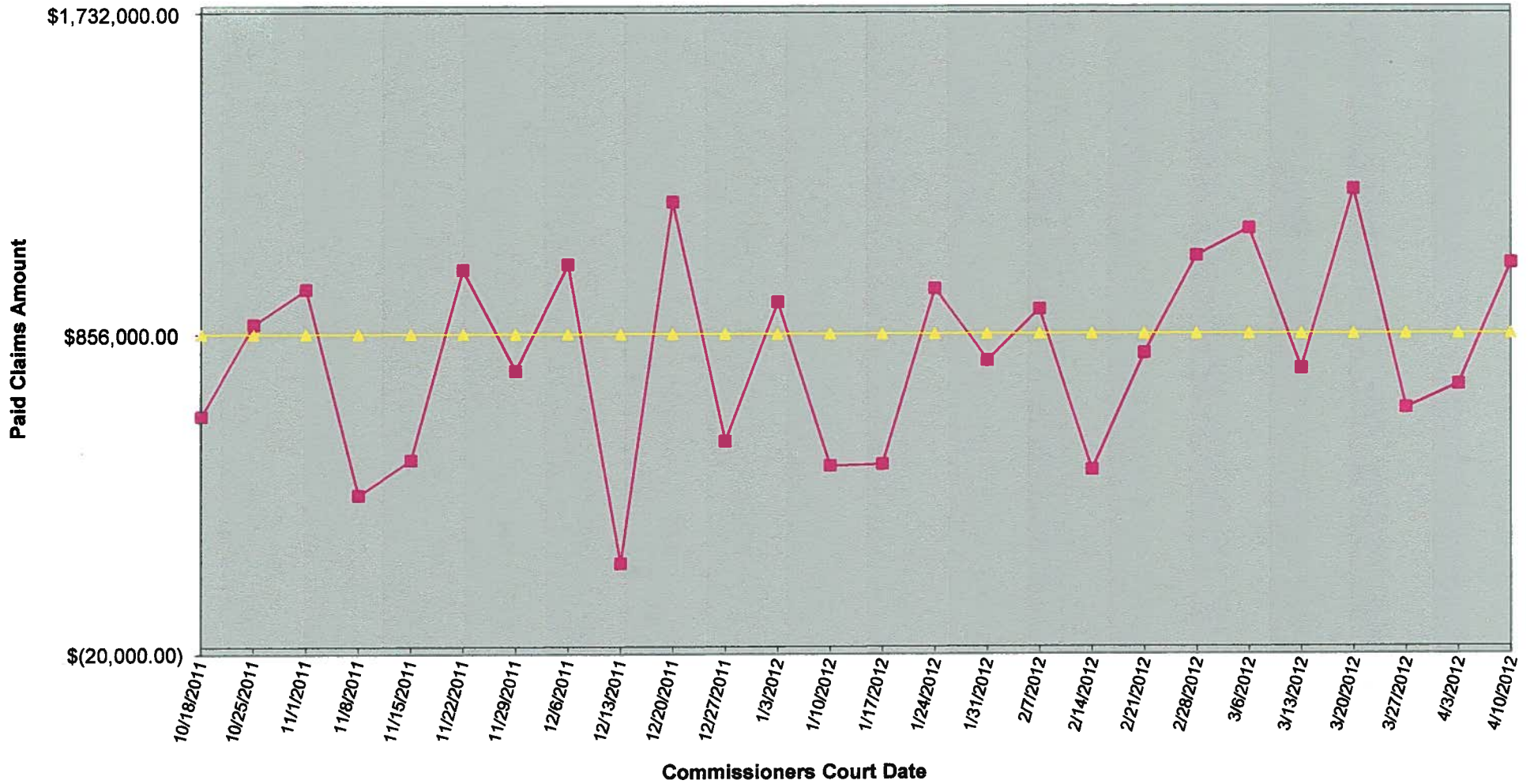
 4-2-2012  
 Dan Mansour, Risk Manager Date

not available  
 Cindy Purinton, Benefit Contract Administrator Date

 4/2/12  
 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

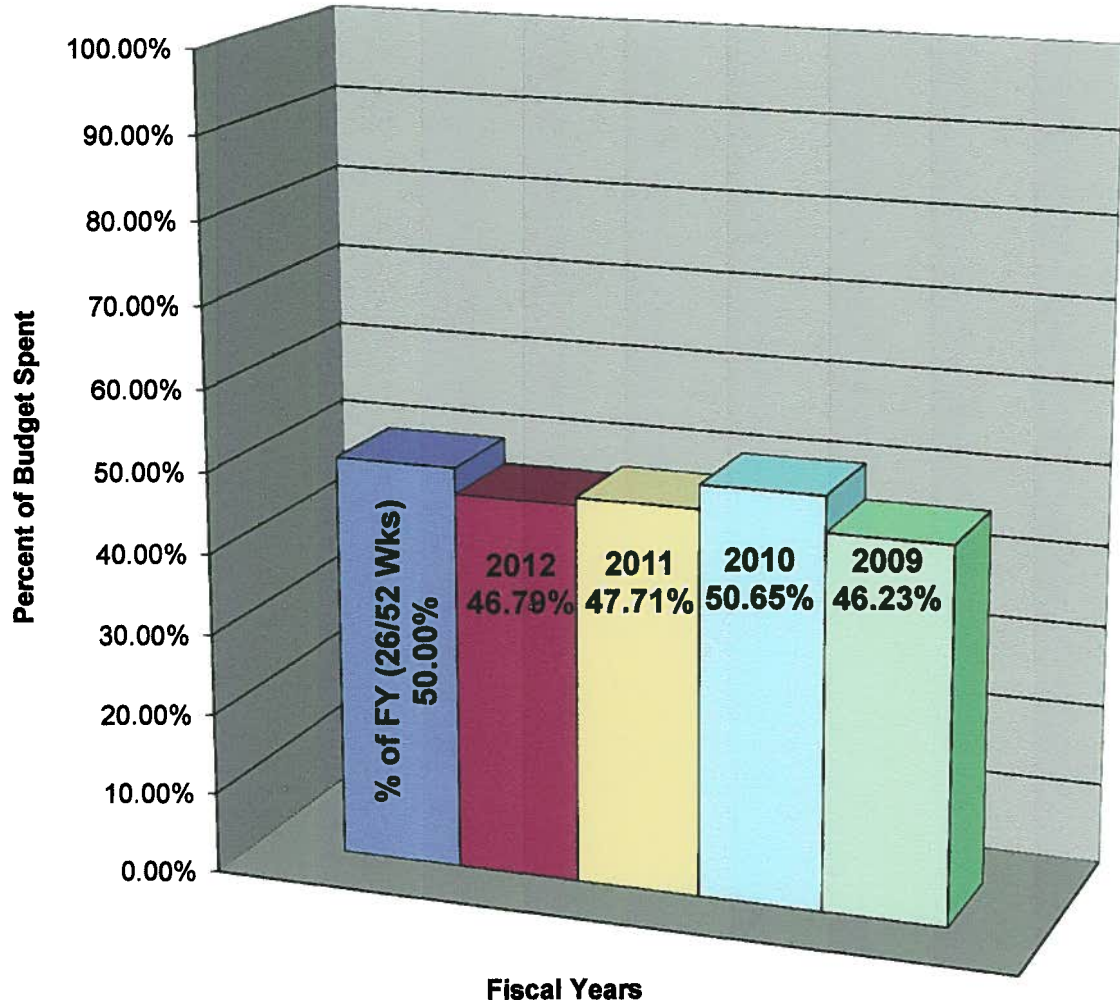


2





### Comparison of Claims to FY Budgets Week 26



**Norman McRee**

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**From:** SIFS FAX@UHC.COM  
**Sent:** Friday, March 30, 2012 12:44 AM  
**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:** 2012-03-30                      **REQUEST AMOUNT:** \$1,770,338.92

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

**CALCULATION OF REQUEST AMOUNT**

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-03-29	\$967,639.32
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$1,700,401.68</b>
+ CURRENT DAY NET CHARGE:	\$69,937.24
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<b>\$1,770,338.92</b>

**ACTIVITY FOR WORK DAY: 2012-03-23**

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$492,042.37	\$00.00	\$492,042.37
<b>TOTAL:</b>	<b>\$492,042.37</b>	<b>\$00.00</b>	<b>\$492,042.37</b>

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012\_03\_29

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	\$ (295.94)	A1	64124	AH		7 WILLIAM	3/21/2012	200	3/29/2012
701254	632	\$ (308.37)	A1	89901	AH		5 KIRK	3/21/2012	200	3/29/2012
701254	632	\$ (336.13)	A1	60104	AE		16 KELLY	3/21/2012	200	3/29/2012
701254	632	\$ (339.00)	A1	35110	AH		5 ELIZABETH	3/21/2012	200	3/29/2012
701254	632	\$ (344.56)	A1	4640	AH		6 CAROLINE	3/21/2012	200	3/29/2012
701254	632	\$ (357.52)	A1	83467	AH		8 BARBIELYN	3/21/2012	200	3/29/2012
701254	632	\$ (459.27)	A1	36222	AE		19 CHARLES	3/21/2012	200	3/29/2012
701254	632	\$ (474.45)	QG	1305893	AH		5 BRADY	3/22/2012	50	3/29/2012
701254	632	\$ (488.90)	A1	44772	AH		8 KEVIN	3/21/2012	200	3/29/2012
701254	632	\$ (539.13)	A1	51767	AH		17 EARL	3/21/2012	200	3/29/2012
701254	632	\$ (633.29)	A1	37847	AH		1 KATHERINE	3/21/2012	200	3/29/2012
701254	632	\$ (650.00)		26 279600	AE		8 FELICIA	3/21/2012	50	3/29/2012
701254	632	\$ (937.39)	A1	60129	AA		1 BRISCO	3/21/2012	200	3/29/2012
701254	632	\$ (999.86)		26 280366	AH		6 JOSHUA	3/21/2012	50	3/29/2012
701254	632	\$ (1,123.42)	A1	43833	AE		5 MARK	3/21/2012	200	3/29/2012
701254	632	\$ (1,553.40)	A1	47063	AA		7 MICHAEL	3/21/2012	200	3/29/2012
701254	632	\$ (1,846.57)		26 279598	AE		6 TRINA	3/21/2012	50	3/29/2012
701254	632	\$ (1,906.09)		26 279597	AE		6 TRINA	3/21/2012	50	3/29/2012
701254	632	\$ (1,922.32)	A1	41593	AH		5 VANESSA	3/21/2012	200	3/29/2012

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1,049,553.56

# ***Travis County Hospital and Insurance Fund - County Employees***

## ***UHC Payments Deemed Not Reimbursable***

For the payment week ending: 03/29/2012

<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

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

 For the payment week ending: 3/29/2012
 

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<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b><i>CEPO</i></b>		
	EE	
	<b>526-1145-522.45-28</b>	<b>144,201.41</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>12,258.90</b>
Total CEPO		\$156,460.31
<b><i>EPO</i></b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>222,849.83</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>47,309.57</b>
Total EPO		\$270,159.39
<b><i>PPO</i></b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>526,288.47</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>96,645.39</b>
Total PPO		\$622,933.86
Grand Total		\$1,049,553.56



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 4/10/2012

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

**Elected/Appointed Official/Dept. Head:** Leslie Browder, 854-9106

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

A handwritten signature in blue ink, appearing to be "JB".

### **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 – 4.

If you have any questions or comments, please contact Diane Poirot 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 Poirot, Human Resources Management Department, 854-9170

Leslie Browder, 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](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# Human Resources Management Department

700 Lavaca Street, 4<sup>th</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

## April 10, 2012

**ITEM # :**

**DATE:** March 30, 2012

**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:** Leslie Browder, County Executive, Planning and Budget *JB*

**FROM:** Diane Poirot, Director, HRMD *DP*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 3.**  
**FY 12 Temporary Slot Extension – Page 4.**  
Approval requested to **extend** temporary slot end dates - temporary employees "02" (less than 6 months) effective April 1, 2012. HRMD has reviewed appropriate documentation; PBO has confirmed FY 12 funding.

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

LB/DP/TLO

**Attachments**

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



<b>WEEKLY PERSONNEL AMENDMENTS --- ROUTINE</b>
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<b>NEW HIRES</b>				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
JP Pct 2	60002	Accounting Clerk	11 / Minimum / \$26,417.46	11 / Minimum / \$26,417.46
TNR	211	Accountant	16 / Level 3 / \$40,352.00	16 / Level 3 / \$40,352.00
TNR	277	Equipment Operator	10 / \$34,394.88	10 / \$34,394.88
* Temporary to Regular			** Actual vs Authorized	

<b>TEMPORARY APPOINTMENTS</b>					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20285	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20297	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20330	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20424	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20601	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23037	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23185	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23201	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23242	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	50059	Office Asst	8 / \$10.71	8 / \$10.71	05
HHS	50021	Interpreter Sign Language III	21 / \$29.00	21 / \$29.00	05
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					



<b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Salary</b>	<b>Comments</b>
<b>County Clerk</b>	Slot 20427 / Elec Clk Operations Clk II / Grd 10 / \$12.00	<b>County Clerk</b>	Slot 23196 / Elec Clk Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Criminal Courts</b>	Slot 27 / Court Svcs Program Mgr / Grd 24 / \$78,189.83	<b>Criminal Courts</b>	Slot 27 / Court Svcs Program Mgr / Grd 24 / \$80,926.47	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Criminal Courts</b>	Slot 157 / Court Svcs Mgmt Admin Coord / Grd 18 / \$55,304.08	<b>Criminal Courts</b>	Slot 157 / Court Svcs Mgmt Admin Coord / Grd 18 / \$57,239.72	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>ITS</b>	Slot 55 / Financial Mgr / Grd 24 / \$78,878.84	<b>ITS</b>	Slot 55 / Financial Mgr / Grd 24 / \$80,850.81	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>ITS</b>	Slot 119 / Financial Analyst / Grd 17 / \$49,760.21	<b>ITS</b>	Slot 119 / Financial Analyst / Grd 17 / \$51,004.21	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Pretrial Services</b>	Slot 95 / Office Spec Sr* / Grd 12 / \$30,804.80	<b>Pretrial Services</b>	Slot 95 / Substance Abuse Monitor / Grd 9 / \$30,804.80	Classification change approved by CC on 3/20/12. Retains current pay.
<b>Sheriff</b>	Slot 268 / Corrections Ofcr Sr* / Grd 83 / \$43,159.58	<b>Sheriff</b>	Slot 566 / Corrections Ofcr Sr* / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 566 / Certf Peace Ofcr Sr / Grd 84 / \$53,187.26	<b>Sheriff</b>	Slot 268 / Certf Peace Ofcr Sr / Grd 84 / \$53,187.26	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>TCCES</b>	Slot 7 / Office Asst / Grd 8 / \$29,070.66	<b>JP Pct 4</b>	Slot 13 / Court Clerk I / Grd 13 / \$32,052.80	Promotion. Pay is between min and midpoint of pay grade.
<b>TNR</b>	Slot 92 / Equipment Operator / Grd 10 / \$32,104.94	<b>TNR</b>	Slot 164 / Equipment Operator Sr / Grd 11 / \$36,521.47	Promotion. Pay is between midpoint and max of pay grade.
<b>* Actual vs Authorized</b>				

**FY 12 TEMPORARY SLOT EXTENSIONS – TEMPORARY EMPLOYEES “02” STATUS**

<b>Department</b>	<b>Slot</b>	<b>Actual Position Title</b>
<b>HRMD</b>	<b>20041</b>	<b>Benefits Asst I</b>

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

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Sarah Eckhardt, Commissioner, Pct. 2**

\_\_\_\_\_  
**Karen L. Huber, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 4/10/12

**Prepared By/Phone Number:** Darla Vasterling Phone #: 854-7564

**Division Director/Manager:** Donald W. Ward, P.E., Division Director, Road Maintenance and Fleet Services

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

**Sponsoring Court Member:** Commissioner Eckhardt, Precinct Two

**AGENDA LANGUAGE:** Consider and take appropriate action on the following two items for River Dance Subdivision Phase 6B, in Precinct Two:

A: Acceptance of dedication of street and drainage facilities for the subdivision;

B: A Third Amendment to a license agreement for River Dance Phase 3.

### **BACKGROUND/SUMMARY OF REQUEST:**

River Dance Phase 6B was recorded in the Official Public Records on document number 200700233 on July 24, 2007. The subdivision has been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for this section will be approved under Chapter 251 of the Texas Transportation Code.

A Registered Accessibility Specialist found three locations where the cross slope of the sidewalk was minimally out of compliance and poses a very small likelihood of becoming an issue in the future. TNR has observed that fully compliant sidewalks occasionally shift and can become marginally non-compliant over time.

### **STAFF RECOMMENDATIONS:**

A. This section is accessed from River Dance Phase 6A, accepted for maintenance by Travis County. This action will add 0.40 miles to the county road system. TNR staff recommends approval of the proposed motion.

B. Summary and Staff Recommendation: Second Amendment to the license agreement with the Steiner Ranch Master Association, Inc.

The applicant requests to enter into a Third Amendment to the license agreement that was approved for the River Dance Phase Three subdivision.

The amendment to the license agreement is with the Steiner Ranch Master Association, Inc. for private improvements (custom street signs and tree wells, if needed) in the public right-of-ways of River Dance Phase 6B. The covered improvements do not reduce sight distance or place unacceptable hazards in the clear recovery zone.

**ISSUES AND OPPORTUNITIES:**

It is important to have the streets accepted for maintenance so that the Sheriff's Department as well as pavement management can monitor the area.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

Approval of Construction  
List of streets  
Requirements  
Registered Accessibility letter  
Third Amendment to License Agreement  
Attached maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Donald W. Ward	Director, Road & Bridge	TNR	854-9317

**CC:**

Anna Bowin		TNR	854-7561
David Greear		TNR	854-7650
Scott Lambert		TNR	854-7651
Roy Wright		TNR	854-7757

DV:DW:dv

0101 - Administrative - 1105



**TRANSPORTATION AND NATURAL RESOURCES**

**STEVE M MANILLA, P.E., EXECUTIVE MANAGER**

---

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

**APPROVAL OF CONSTRUCTION**

**DATE:** July 8, 2011

<b>TO:</b>	<b>Developer</b>	<b>Engineer</b>
	Taylor Morrison Homes	Loomis Austin
	Taylor Woodrow Communities	Andy Hollon, P.E.
	3405 Grimes Ranch Rd.	3103 Bee Caves Road, Ste. 225
	Austin, TX 78732	Austin, TX 78746
	Fax: (512) 579-2234	Fax: (512) 327-4062

**SUBJECT: Riverdance 6B**

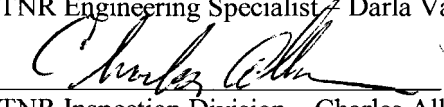
Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

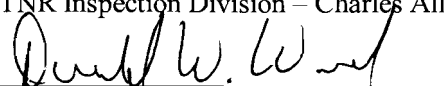
**OTHER REMARKS:**

None

BY:

  
TNR Engineering Specialist / Darla Vasterling

  
TNR Inspection Division – Charles Allen

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





## TRANSPORTATION & NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

---

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

### *“RIVER DANCE Phase 6B”*

#### REQUIREMENTS FOR APPROVAL OF CONSTRUCTION

PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 1/07/10 1. Professional Engineer’s certification of quantities of work completed (**Engineer’s Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 3/22/10 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 1/07/10 3. Contractor’s (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 1/07/10 4. Reproducible Plans, certified as **“Record Drawings”** or **“As Built”**, by the Owner’s Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 9/29/11 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202, 203, 204
- 3/29/10 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**  
Condt.
- 3/22/10 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- AmendRD3 10. License Agreement (**If there are private improvements in Public ROW.**)





**Able2Access, Inc.**

---

11010 Prairie Dove Circle  
Austin, Texas 78758  
PH: (512) 762-6349  
FX: (512) 692-2574

September 29, 2011

Polly Hagerty  
Taylor Morrison of Texas Inc  
805 Las Cimas Parkway, Suite 350  
Austin, Texas 78746

Re: River Dance - Phase 6B - sidewalks, cross walks and curb ramps.  
Steiner Ranch

12001 Palisades Parkway
12009 Palisades Parkway
104 Palisades Cove

Austin, TX 78732

Inspection performed September 27, 2011

**INSPECTION COMPLETED - VIOLATIONS PENDING**

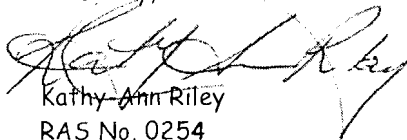
Dear Ms. Hagerty:

The referenced facility has been inspected and found not to be in compliance with some of the provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

The non-complying items noted on the enclosed inspection report must be corrected if you wish to have your fiscal returned to you by Travis County.

If you have any questions concerning the results of the inspection or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, please contact Kathy-Ann Riley at (512) 762-6349.

Sincerely,

  
Kathy-Ann Riley  
RAS No. 0254

where everyone goes for accessibility solutions...



### THIRD AMENDMENT TO LICENSE AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Third Amendment to License Agreement (the “Third Amendment”) is entered into effective as of the 10<sup>th</sup> day of April, 2012, (the “Effective Date”) by and between Travis County, Texas, a duly organized county and political subdivision of the State of Texas, (the “COUNTY”) and the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, (the “ASSOCIATION”), hereinafter collectively referred to as the “Parties”.

#### RECITALS

WHEREAS, the Parties entered into that certain License Agreement dated as of January 27, 2009 and recorded February 19, 2009 as Document No. 2009024711 in the Official Public Records of Travis County, Texas, (the “License Agreement”) whereby the COUNTY granted the ASSOCIATION a license to use those portions of the rights of way of roads dedicated to the Public and located in River Dance Phase 3, a subdivision located in Travis County, being more particularly described at Document # 200600133 in the Official Public Records of Travis County as defined in the License Agreement as the “Licensed Property”; and

WHEREAS, pursuant to the License Agreement, the COUNTY granted the ASSOCIATION permission to install, maintain and repair certain landscaping and improvements, including custom street signs and retaining walls or tree wells (defined in the License Agreement as the “Improvements”) in the Licensed Property upon the terms and conditions set forth in the License Agreement; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to expand the Licensed Property to include portions of the rights of way of roads dedicated to the Public and located in River Dance Phase Six-B, a subdivision located in Travis County, being more particularly described in that certain plat as recorded at Document # 200700233; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to grant the ASSOCIATION a license to construct, install and maintain such custom street signs and tree wells as the Association deems advisable in the “Non-Vehicular Portions” (as defined below) of the right of way (the “Right of Way”) of any road dedicated to the Public (each such road shall be defined herein as a “Dedicated Road” and all such roads shall be referred to herein collectively as the “Dedicated Roads”) on the River Dance Phase Six-B plat; and

WHEREAS, the Parties desire to amend the License Agreement to (i) modify the definition of Subdivision to include the River Dance Phase Six-B plat; (ii) expand the definition of “Licensed Property” as set forth below; and (iii) modify the definition of “Improvements” to include the “Additional Improvements” (as defined below), all as set forth below.

NOW, THEREFORE, for no additional Security Deposit, the Parties agree that the License Agreement is amended as follows:

1. The definition of "Subdivision" is hereby amended to include River Dance Phase Six-B plat, the location and configuration of which are shown on Exhibit "A" attached hereto and made a part hereof for all purposes. From and after the Effective Date, the License Agreement shall be deemed to include Exhibit "A" attached to this Third Amendment.

2. The definition of "Improvements" is hereby modified to include such custom street signs and/or tree wells as the ASSOCIATION deems to be appropriate for the development of the Subdivision (the "Additional Improvements") as well as the existing improvements installed by the ASSOCIATION in the Licensed Property pursuant to the terms and conditions of the License Agreement prior to the Effective Date.

3. The Licensed Property is hereby amended to include the property shown on Exhibit "A" attached to the License Agreement as well as the Non-Vehicular Portions of the Right of Way of all Dedicated Roads in the Subdivisions. As used herein, the term "Non-Vehicular Portions" shall mean the unpaved portion of the Right of Way for each Dedicated Road.

4. Paragraph 1 of the License Agreement is hereby modified to read as follows:

"Subject to the conditions in this Agreement and to the extent of the right, title, and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements in the Licensed Property; provided, however, that any custom street signs and/or tree wells installed by the ASSOCIATION in the Licensed Property as the ASSOCIATION deems advisable in the "Non-Vehicular Portions" (as defined below) of the right of way (the "Right of Way") of any road dedicated to the Public."


5. Words and phrases having defined meanings in the License Agreement shall have the same meaning in this Third Amendment unless expressly modified in this Third Amendment. All references to the License Agreement from and after the Effective Date shall be to the License Agreement as modified by this Third Amendment.

6. This Third Amendment may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts together shall constitute but one agreement.

7. The Parties ratify and affirm the License Agreement in all respects as amended by this Third Amendment.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment on the dates of the acknowledgments set forth below to be effective as of the Effective Date.

STEINER RANCH MASTER ASSOCIATION,  
INC., a Texas non-profit corporation

By:   
Name: Adib R. Khoury  
Title: President  
Authorized Representative

TRAVIS COUNTY, TEXAS

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

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized county and political subdivision of the State of Texas, on behalf of said County.

(Seal)

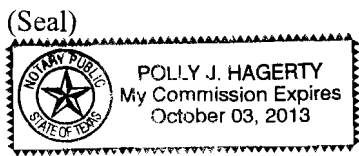
\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on this the 9<sup>th</sup> day of March, 2012, by Adib R. Khoury, President of the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Polly J. Hagerty  
Notary Public in and for the State of Texas

Polly J. Hagerty  
Printed/Typed Name

My commission expires: 10-3-13

ADDRESS OF ASSOCIATION:

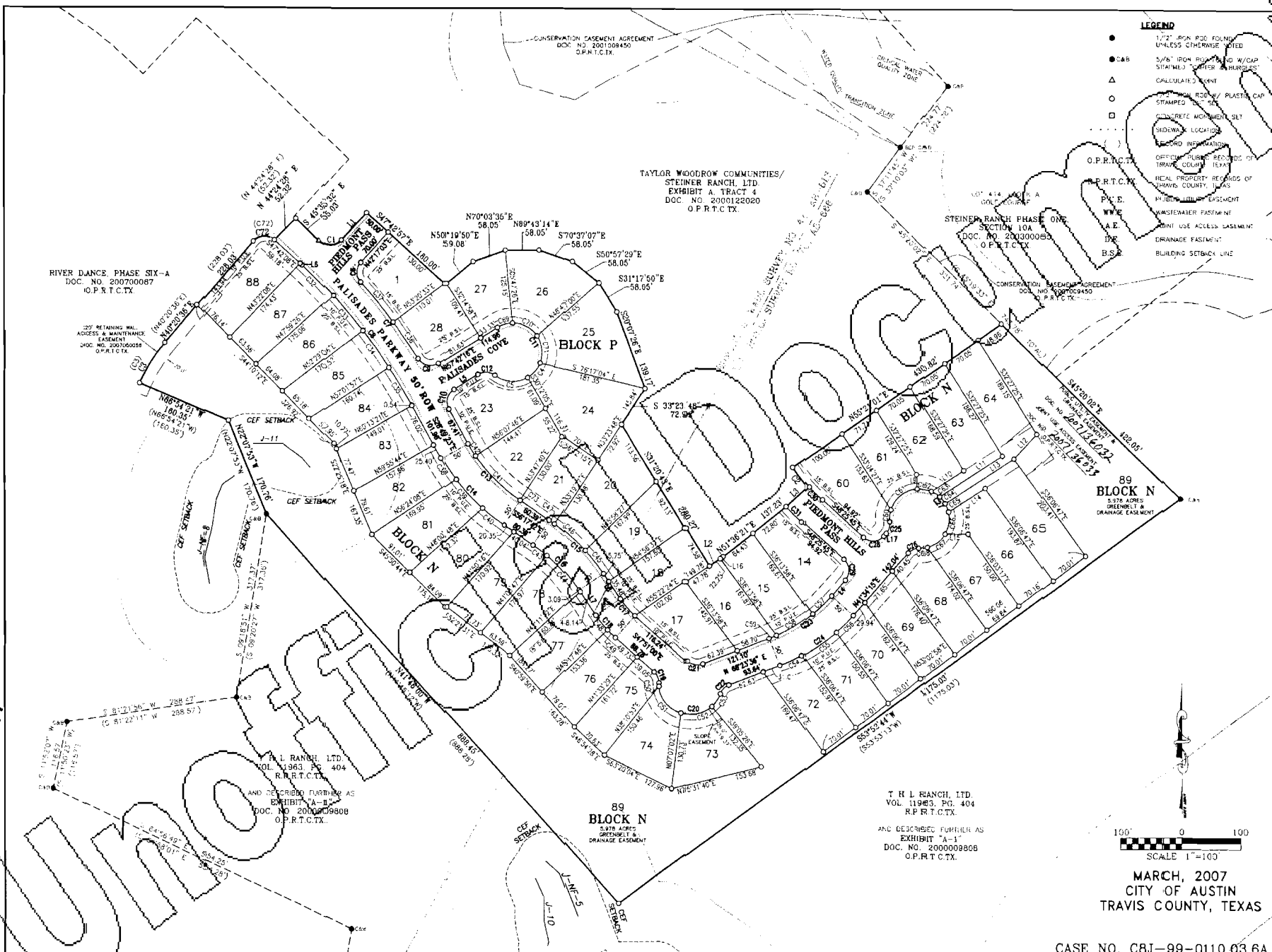
Steiner Ranch Master Association, Inc.  
Attn: Mr. Scott Selman  
12550 Country Trails Lane  
Austin, Texas 78732  
Phone: 266-7553

200 200 233

2014/2/11

0085

PHOTOGRAPHIC MYLAR



LEGEND

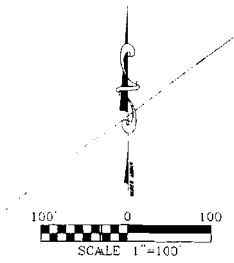
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- CAB 3/8" IRON ROD FOUND W/CAP STAMPED "OFFER & HURDIS"
- △ CALCULATED POINT
- STAMPED IRON ROD OR PLASTIC CAP STAMPED "OFFER"
- D CONCRETE MONUMENT SET
- SEWERAGE LOCATION
- RECORD INFORMATION
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORD OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. OFFICIAL PROPERTY RECORD OF TRAVIS COUNTY, TEXAS
- P.V.E. PUBLIC UTILITY EASEMENT
- W.W.E. WASTEWATER EASEMENT
- A.E. JOINT USE ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE

RIVER DANCE PHASE SIX - B

ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING

LOOMIS AUSTIN

FILE # 133001318	DATE 03-22-07	DRAWN BY K. SCHNEIDER	BY DATE
DATE 03-22-07	CHECKED BY J. SCHNEIDER	DATE 03-22-07	BY DATE
DATE 03-22-07	DATE 03-22-07	DATE 03-22-07	DATE 03-22-07



MARCH, 2007 CITY OF AUSTIN TRAVIS COUNTY, TEXAS

CASE NO. C8J-99-0110.03.6A

PLAN # 2060

SHEET 1 OF 3

LOOMIS AUSTIN ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING

PHOTOGRAPHIC MYLAR

T. H. L. RANCH, LTD.  
VOL. 11963, PG. 404  
R.P.R.T.C.T.X.  
AND DESCRIBED FURTHER AS  
EXHIBIT "A-1"  
DOC. NO. 2000009808  
O.P.R.T.C.T.X.

89  
BLOCK N  
0.976 ACRES  
GREENBELT &  
DRAINAGE EASEMENT

RIVER DANCE PHASE SIX - A  
DOC. NO. 200700087  
O.P.R.T.C.T.X.

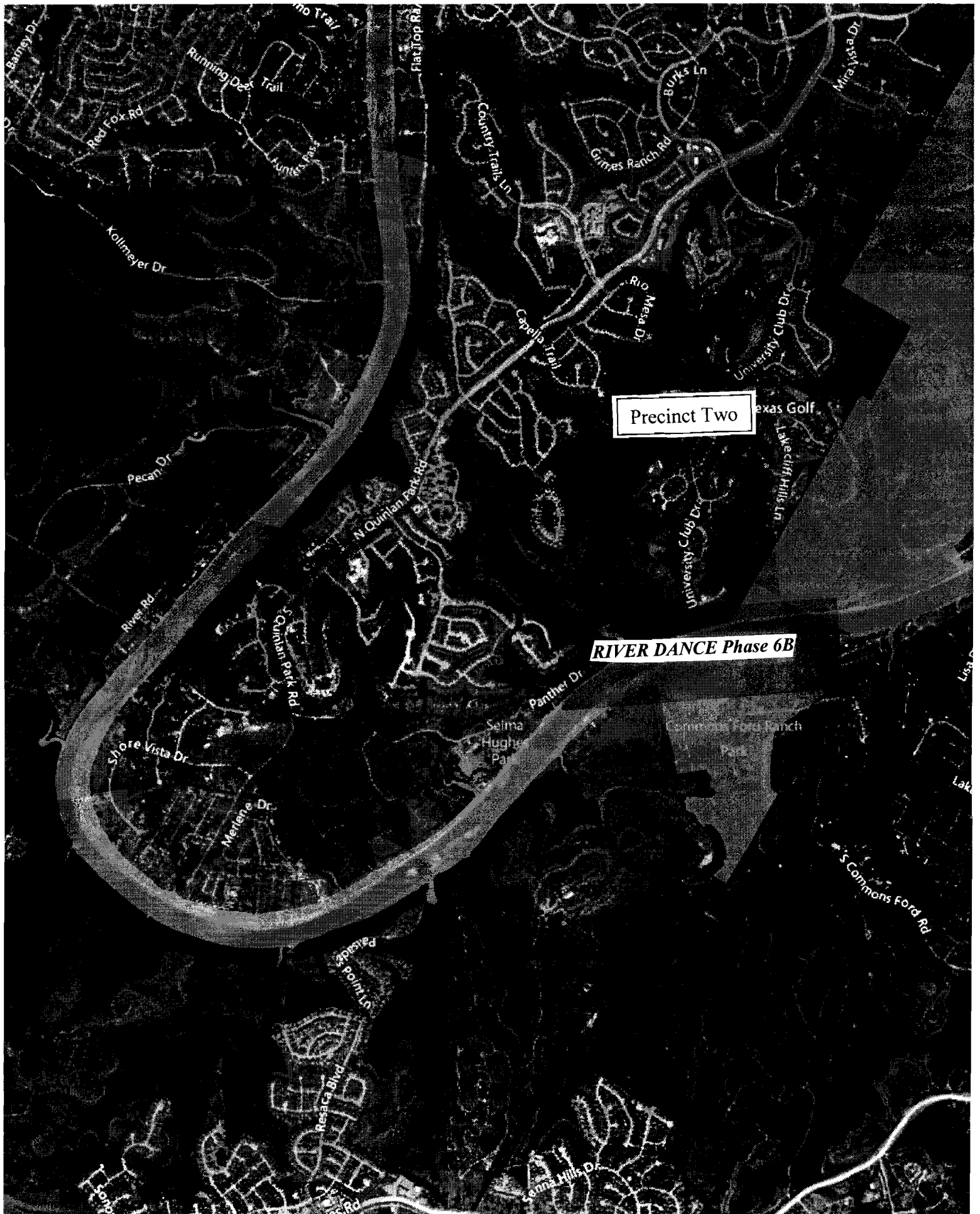
TAYLOR WOODROW COMMUNITIES/  
STEINER RANCH, LTD.  
EXHIBIT A TRACT 4  
DOC. NO. 2000122020  
O.P.R.T.C.T.X.

STEINER RANCH PHASE ONE  
SECTION 10A  
DOC. NO. 200300093  
O.P.R.T.C.T.X.

CONSERVATION EASEMENT AGREEMENT  
DOC. NO. 200100450  
O.P.R.T.C.T.X.

22' RETAINING WALL  
ACCESS & MAINTENANCE  
EASEMENT  
JHC. NO. 200700088  
O.P.R.T.C.T.X.

T. H. L. RANCH, LTD.  
VOL. 11963, PG. 404  
R.P.R.T.C.T.X.  
AND DESCRIBED FURTHER AS  
EXHIBIT "A-B"  
DOC. NO. 2000009808  
O.P.R.T.C.T.X.



Precinct Two

**RIVER DANCE Phase 6B**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 10, 2012

**Prepared By: Wendy Scaperotta Phone #:** 854-7655

**Division Director/Manager:** Randy Nicholson, Comprehensive Planning Manager

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

**Sponsoring Court Member:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) Discuss the Land Conservation Program Guidelines and Conservation Easement Program Application;
- B) Discuss the resolution to conserve natural and cultural resources in Travis County; and
- C) Approve the setting of a public hearing on Tuesday, April 24, 2012 to receive comments regarding the proposed Land Conservation Program Guidelines, Conservation Easement Program Application, and Resolution to Conserve Natural and Cultural Resources in Travis County.

### **BACKGROUND/SUMMARY OF REQUEST:**

A) Travis County has initiated a program to conserve land through conservation easement agreements with willing land owners. The first phase of the program will be implemented with \$8.3 million of bond funds voters approved for this purpose in 2011. After reviewing project evaluation guidelines used by the public sector throughout the country and close to home (see Exhibit D: Hays County Guidelines for Project Evaluation), staff prepared Land Conservation Program Guidelines for implementing the program fairly and cost effectively. A first draft of these guidelines was presented to the court on November 29, 2011. At that session, court directed staff to A) Assign points to the project selection criteria, B) Define better the type of limited access the county values, and C) Prepare an application form. Staff has completed this work and is presenting it to the court for discussion.

B) The Resolution to Conserve Natural and Cultural Resources in Travis County delineates the county's commitment to promoting the conservation of natural and cultural resources in Travis County. By adopting such a resolution, the county helps landowners qualify their conservation easement contribution as a tax deductible charitable contribution according to the Federal Tax Code which requires that the gift serve a conservation purpose pursuant to a clearly delineated federal, state or local government conservation policy.

C) Staff requests holding a hearing on the Land Conservation Program Guidelines, Conservation Easement Program Application, and Resolution to Conserve Natural

and Cultural Resources in Travis County to receive comments on the respective documents prior to asking the court to adopt. Copies of these documents will be emailed to individuals who have specifically expressed interest in the conservation easement program and/or who have attended public meetings held for the 2011 bond program and posted on TNR's home page at <http://www.traviscountytexas.gov/tnr/default.asp>. In addition to speaking at the public hearing, people may email comments to [conservationeasement@co.travis.tx.us](mailto:conservationeasement@co.travis.tx.us) or mail comments to Conservation Easements, Travis County TNR, Wendy Scaperotta, P.O. Box 1748, Austin, TX, 78767. Emailed and mailed comments must be submitted to the county by April 24, 2012, the day of the Public Hearing.

### **STAFF RECOMMENDATIONS:**

Staff recommends setting a public hearing for April 24, 2012 to receive comments on the Land Conservation Program Guidelines, Conservation Easement Program Application, and Resolution to Conserve Natural and Cultural Resources in Travis County.

### **ISSUES AND OPPORTUNITIES:**

None

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None

### **EXHIBITS/ATTACHMENTS:**

Exhibit A: Land Conservation Program Guidelines

Exhibit B: Conservation Easement Program Application

Exhibit C: Resolution to Conserve Natural and Cultural Resources in Travis County

Exhibit D: Hays County Guidelines for Project Evaluation

### **REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

### **CC:**

Jon White	NREQ Division Mgr	TNR	854-7212
Charles Bergh	Parks Division Mgr	TNR	854-4603
Rose Farmer	NREQ Program Mgr	TNR	854-7214
Tom Nuckols	County Attorney	TNR	854-9415

: :



# Exhibit A: Land Conservation Program Guidelines

## Travis County Land Conservation Program Guidelines (Draft 3-23-12)

### Public Benefits of Conservation Easements

Travis County initiated its Land Conservation Program (conservation program) because of the public benefits derived from acquiring development rights from willing land owners through gifts or purchase of conservation easements. As stated in the order calling for 2011 bond election, BOND PROPOSITION 2, conservation easements “...retain or protect natural, scenic, or open-space values of real property...or assure its availability for agricultural, recreational, or open-space use, protect natural resources, maintain or enhance air or water quality, or conserve water quantity or quality”. More specifically, conservation easements can provide the following public benefits:

- Protect our water resources and drinking water supply;
- Mitigate storm water damage by reducing the intensity of runoff entering waterways;
- Preserve working farms and ranches, particularly prime agricultural lands;
- Protect natural areas and wildlife habitat;
- Preserve rural character, cultural resources, and scenic views;
- Protect critical environmental features such as bluffs, canyon rim rock, sinkholes, and springs;
- Protect woodlands, native prairies, grasslands, and riparian areas;
- Buffer different land uses;
- Promote more efficient use of infrastructure dollars;
- Protect land more cost effectively than fee simple acquisition of properties;
- Keep property on the tax rolls (County-owned properties are not taxed);
- Enhance desirability of properties adjacent to conserved land; and
- Leverage Travis County’s investments in the transactions through matching contributions from other public and private entities.

The County will work to secure these benefits for the citizens of Travis County by encouraging landowners to donate or sell conservation easements that provide these benefits to Travis County or to qualified non-profit land conservation organizations working in Travis County.

### Purpose

The purpose of these guidelines is to set the parameters of the land conservation program, to define the respective roles of Travis County and partnering entities, and to identify criteria for selecting projects for county funding. These guidelines are also intended to encourage and facilitate the donation of easements that provide the public benefits identified in these guidelines.

## **Program Administration**

The conservation program is administered by Travis County Natural Resources and Environmental Quality (NREQ). Applications will be reviewed and ranked by a panel of NREQ, Development Services, Parks, and Planning staff for recommendation to the Travis County Commissioners Court for receipt of county contributions. Projects must score a minimum of 70 points out of possible 100 to be considered for county participation. Calls for applications will be made quarterly.

## **Protection of Travis County Investments**

Conservation easements shall protect the County's interest in real estate and soundness of the public's investment.

Conservation easements shall define conservation values to be protected and shall state clearly how the terms of the easements will be administered and enforced.

## **Project Threshold Criteria**

The following threshold criteria will be used to determine whether an application meets the minimum requirements of the conservation program:

**Criteria 1: Does the candidate project have an identifiable benefit for Travis County?**

**Criteria 2: Is the conservation easement perpetual?**

**Criteria 3: Will Travis County hold, co-hold, or hold the contingent rights<sup>1</sup> of the conservation easement? If the County does not hold the easement, is the holder or co-holder a qualified organization?**

The criteria for determining whether an organization meets Travis County's "qualified organization" standards can include but are not limited to the following:

- Is it a 501(c)(3) land trust? Is some, or part, of its mission to protect the conservation values of land in perpetuity?
- If the organization is not a 501 (c)(3) land trust, is it a governmental agency?
- Does it hold any conservation easements in Texas? If not, does the organization own land that is managed for conservation purposes to protect its natural, recreational, scenic, historic, or agricultural value?

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<sup>1</sup>A "holder" is the person or entity primarily responsible for overseeing the landowner's compliance with the terms of the conservation easement and enforcing those terms if necessary. A "contingent rights holder" is a person or entity that steps in to oversee or enforce compliance with the terms of the conservation easement only when the holder is either unable or unwilling to do so. The County prefers to be a "contingent rights holder" but will consider holding or co-holding a conservation easement on a case-by-case basis, for example, in the case where the proposed conservation project is adjacent to a Travis County park or BCP property.

- Is it accredited, or is it planning to apply for accreditation? If not, has it adopted the Land Trust Alliance's Standards and Practices?
- Does it demonstrate the capability for easement monitoring and stewardship with good policies and procedures and/or dedicated staff?

**Criteria 4: Is the land owner or partnering entity willing to pay the cost of the appraisal and other transaction costs?** (Prior to closing, Travis County may require an appraisal. This appraisal will be done by an appraiser accepted by Travis County using accepted appraisal standards to determine the value of the conservation easement).

## **Project Selection Criteria**

### **1: Purpose (0-10 points)**

Projects that serve multiple conservation purposes are prioritized over land that does not. Valued purposes include but are not limited to the following:

- Protects water resources
- Protects working farms and ranches
- Protects prime agricultural lands
- Protects natural areas and wildlife habitat
- Protects cultural resources
- Protects rural character and scenic landscapes (as viewed from public places)
- Protects critical environmental features such as bluffs, canyon rim rock, sinkholes, and springs
- Protects woodlands, native prairies, grasslands, wetlands, and riparian areas

### **2: Consistency with Planning Priorities (0-15 points)**

Projects that fulfill priorities set in Travis County plans and policies or plans and policies by other entities are prioritized over projects that do not. Such plans are as follows:

- *Travis County Parks and Natural Areas Master Plan*
- *Travis County Conservation Development Ordinance*
- *Colorado River Corridor Plan* (to be completed)
- *Travis County Comprehensive Plan 2035* (to be completed)
- *SOUTHWEST TRAVIS COUNTY GROWTH DIALOG, Advisory Panel Final Report*
- Other Travis County adopted plans and policies (to be specified as developed)
- The Trust for Public Land's *The Travis County Greenprint for Growth*
- City of Austin's *Imagine Austin Preferred Growth Scenario*
- *CAMPO 2035 Regional Transportation Plan* (e.g., Environmental Justice Area)
- Other non-Travis County plans and policies (to be specified as developed)

### **3: Limited Access (0-15 points)**

Projects that provide greater access for educational, scientific, and education of the general populace purposes and are perpetual are prioritized over projects that provide less access and/or are not perpetual. The target audience, frequency of scheduled events, number of people to be accommodated, and consistency with county investment will be considered. The

County particularly values projects that provide access to the general population, youth, at-risk youth, and other populations that have limited opportunities to visit farms, ranches, and natural areas.

**4: Cost Effectiveness (0-20 points)**

Projects that are a more cost effective use of County dollars are prioritized over projects that are less so. Cost effective strategies include but are not limited to the following:

- Bargain sales
- Donations
- Financial participation by others

**5: Site Characteristics (0-20 points)**

Projects that have the following site characteristics are prioritized over projects that do not:

- Meets the minimum size requirement of partnering land trust or governmental agency
- Buffers park land
- Buffers endangered species habitat
- Extends boundary of conserved areas and/or connects to other conserved areas
- Beneficially buffers different land uses
- Is part of a clearly-defined, larger conservation project

**6: Uniqueness (0-10 points)**

Projects that have unique natural or cultural value are prioritized over those that do not.

**7: Development Threat (0-10 points)**

Projects that are more threatened by development if not conserved are prioritized over projects that are less threatened by development.

**SUMMARY OF PROJECT SELECTION CRITERIA SCORES**

Criteria 1: Purpose	0 – 10 points
Criteria 2: Consistency with Planning Priorities	0 – 15 points
Criteria 3: Controlled Public Access	0 – 15 points
Criteria 4: Cost Effectiveness	0 – 20 points
Criteria 5: Site Characteristics	0 – 20 points
Criteria 6: Uniqueness	0 – 10 points
Criteria 7: Development Threat	<u>0 – 10 points</u>
	0 – 100 points

At its discretion, the review panel may award a maximum of 5 bonus points to projects that provide benefits – such as ecological restoration work – that are not addressed in the above scoring criteria

# Exhibit B: Conservation Easement Program Application



## Step 1 - Conservation Easement Program Application

Application No. \_\_\_\_\_

**Procedural Note:**

The County will send you written confirmation of its receipt of your application within one week after the conservation easement applications are due. County staff will then review your application to determine whether it meets all of the Conservation Easement Threshold Criteria in the *Travis County Land Conservation Program Guidelines*. If staff determines that your application meets all of the Conservation Easement Threshold Criteria, you will be asked to submit a Step 2 Application for further staff review. After staff members complete the review of all Step 2 Applications, staff will make a recommendation to the Travis County Commissioners Court as to whether to begin negotiations on any of the proposals. Whether chosen or not, you will be notified of the status of your application as soon as that decision has been made. Notwithstanding any provision to the contrary, the Travis County Commissioners Court has complete discretion as to whether to approve a conservation easement project on behalf of the County. (Please note that all information you submit is subject to the Public Information Act).

### I. APPLICANT/PROJECT INFORMATION

**Applicant Name:** \_\_\_\_\_

Individual or Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Title:** \_\_\_\_\_

Daytime Phone # (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Email: \_\_\_\_\_

**Property Owner(s):** \_\_\_\_\_

(As listed on deed - If multiple owners, attach a sheet listing the name, mailing address, and percent ownership interest of each owner.)

**Contact Name:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone # (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Email: \_\_\_\_\_

**Property Name:** \_\_\_\_\_

**Street Address or Location:** \_\_\_\_\_

**Legal Description:**

Subdivision \_\_\_\_\_ Lot(s) \_\_\_\_\_

Block \_\_\_\_\_ Phase \_\_\_\_\_ Section \_\_\_\_\_

Acres \_\_\_\_\_ Out of \_\_\_\_\_ Survey # \_\_\_\_\_

**Tax Parcel ID #(s)** \_\_\_\_\_

**Acquisition Costs:**

What is the approximate value of the proposed conservation easement? \$ \_\_\_\_\_

How much is Travis County being requested to contribute? \$ \_\_\_\_\_

How much are other partners contributing?

Name/Contribution of Partner 1: \_\_\_\_\_ \$ \_\_\_\_\_

Name/Contribution of Partner 2: \_\_\_\_\_ \$ \_\_\_\_\_

Name/Contribution of Partner 3: \_\_\_\_\_ \$ \_\_\_\_\_

Name/Contribution of Partner 4: \_\_\_\_\_ \$ \_\_\_\_\_

If your proposal includes other contributions as part of this project, describe the source and amount of those contributions:

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

**Describe any mortgages or liens on the property.** (Lenders will need to subordinate the mortgage, making it subject to the conservation easement prior to closing).

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

**II. THRESHOLD CRITERIA INFORMATION**

**1. Briefly describe site characteristics and how the conservation easement benefits Travis**

**County:** (attach additional pages if needed)

a) Site characteristics (including existing land use and ecological and cultural features): \_\_\_\_\_

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

b) Benefits to Travis County: \_\_\_\_\_

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

**2. Will the proposed conservation easement be perpetual?** (Proposals will not be considered if they do not provide for perpetual conservation) **Yes No**

**3. Who will hold the conservation easement and what are the qualifications of the holder ?**

**Describe the capabilities of each holder to hold, manage, and enforce conservation easements.** \_\_\_\_

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**4. If Travis County agrees to participate in this conservation easement project, is the property owner or partnering entity willing to pay transactional costs for:**

a) Appraisal? Yes No

(Prior to closing, an appraisal will be done by an appraiser acceptable to Travis County using accepted appraisal standards to determine the value of the conservation easement).

b) Baseline Document Report? Yes No

c) Other transaction costs such as Phase One Environmental Site Assessment, Survey, etc.

Yes No

d) If you answered "No" to any of the items listed above, describe other contributions you are willing to make to offset the cost to the county for this project: \_\_\_\_\_

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**III. ADDITIONAL INFORMATION**

**Attach to this application:**

- A recent Travis Central Appraisal District Map with the subject parcels highlighted
- Any aerial map showing location, boundaries, land uses, structures and adjacent properties.
- Any diagram showing features of the property such as buildings, agricultural areas, creeks or rivers, springs, cultural sites, etc.
- Any photographs of unique natural, agricultural or cultural features of the property.

**Additional comments:**

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I certify that all statements on this application and all information attached to it are true and correct to the best of my knowledge.

\_\_\_\_\_  
**SIGNATURE (Person Responsible for Submitting Application)**

\_\_\_\_\_  
**DATE Signed**

\_\_\_\_\_  
**PRINTED NAME of Person Signing**

\_\_\_\_\_  
**Owner or Organization**

**Submit application to:**

**Rose Farmer  
Travis County Conservation Easement Program  
Travis County –TNR  
PO Box 1748  
Austin, Texas 78767**

**Office: (512) 854-7214**

**Fax: (512) 854-6474**

**Email: [rose.farmer@co.travis.tx.us](mailto:rose.farmer@co.travis.tx.us)**

FOR OFFICE USE	
Date Received: _____	Staff initials: _____ Application complete? _____
Additional information needed: _____ _____	
Comments: _____ _____ _____ _____	



## ***Step 2 - Conservation Easement Application***

**Procedural Note:** If County staff has determined that the project proposed in your Step 1 Conservation Easement Application meets all of the Conservation Easement Threshold Criteria set forth in in the *Travis County Land Conservation Program Guidelines*, you will be asked to complete this Step 2 Application so that County staff can further evaluate your proposal. In addition to the information specifically requested in the Step 2 Application, you may submit any additional information that you think would be relevant to County staff's evaluation of your proposal. After staff members complete the review of all Step 2 Applications, staff will make a recommendation to the Travis County Commissioners Court as to whether to begin negotiations on any of the proposed projects. Scoring point information is provided here for information purposes only. Scoring will be completed by staff according to the criteria points listed here. Whether chosen or not, you will be notified of the status of your application as soon as that decision has been made. Notwithstanding any provision to the contrary, the Travis County Commissioners Court has complete discretion as to whether to approve a conservation easement project on behalf of the County. (Please note that all information you provide is subject to the Public Information Act).

### **A. Partnerships**

**Describe any proposed or anticipated easement partnerships for cost sharing and/or land management. Describe the capabilities of each partner to hold, manage, and enforce conservation easements. Describe any existing conservation easements with which each partner is involved. Discuss the general terms of any existing or proposed conservation easement documents.**

### **B. The Seven Evaluation Criteria**

#### **1: Describe the conservation purposes that the conservation easement will serve:**

(0-10 points)

Projects that serve multiple conservation purposes will be prioritized over projects that do not. Conservation purposes include but are not limited to the following:

- Protects water resources
- Protects working farms and ranches
- Protects prime agricultural lands
- Protects natural areas and wildlife habitat
- Protects cultural resources
- Protects rural character and scenic landscapes (as viewed from public places)
- Protects critical environmental features such as bluffs, canyon rim rock, sinkholes, and springs
- Protects woodlands, native prairies, grasslands, wetlands, and riparian areas

#### **2: Describe how the proposal is consistent with the County's planning priorities:**

(0-15 points)

Projects that fulfill priorities set forth the plans and policies listed below will be prioritized over projects that do not.

Such plans are as follows:

- *Travis County Parks and Natural Areas Master Plan*
- *Travis County Conservation Development Ordinance*
- *Colorado River Corridor Plan* (to be completed)
- *Travis County Comprehensive Plan 2035* (to be completed)

- *SOUTHWEST TRAVIS COUNTY GROWTH DIALOG, Advisory Panel Final Report*
- Other Travis County adopted plans and policies (to be specified as developed)
- Other non-Travis County plans and policies (to be specified as developed)
- The Trust for Public Land's *The Travis County Greenprint for Growth*
- City of Austin's *Imagine Austin Preferred Growth Scenario*
- *CAMPO 2035 Regional Transportation Plan* (e.g., Environmental Justice Area)

**3: Describe how the proposal allows for controlled public access where compatible: (0-15 points)**

Projects that provide greater public access for educational and recreational purposes will be prioritized over projects that provide less. The target audience, frequency of scheduled events, and number of people to be accommodated will be considered. The County particularly values projects that provide access to the general population as well as youth, including at-risk youth, and other populations that have limited opportunities to visit farms, ranches, and natural areas.

**4: Describe how the proposal is cost effective for the County: (0-20 points)**

Projects that are a more cost effective use of County dollars will be prioritized over projects that are less so. Cost effective strategies include but are not limited to the following:

- Bargain sales
- Donations
- Financial participation by others

**5: Describe the desirable site characteristics of the property: (0-20 points)**

Projects that have the following desirable site characteristics will be prioritized over projects that do not:

- Meets the minimum size requirement of partnering land trust or governmental agency
- Buffers park land
- Buffers endangered species habitat
- Extends boundary of conserved areas
- Buffers different land uses
- Is part of a clearly-defined, larger conservation project

**6: Describe the unique natural or cultural values of the property: (0-10 points)**

Projects that have unique natural or cultural value will be prioritized over those that do not.

**7: Describe how the property is threatened by development: (0-10 points)**

Projects that are more threatened by development if not conserved will be prioritized over projects that are less threatened by development.

**Bonus Points may be added for a pledge of future habitat enhancement projects:**

(0-5 points)

Describe any planned restoration projects such as planting/management of native tall grass prairie, vegetation restoration project along a creek, erosion restoration projects, etc.

## **Exhibit C: Resolution to Conserve Natural Resources**

### **RESOLUTION SUPPORTING CONSERVATION OF NATURAL AND CULTURAL RESOURCES IN TRAVIS COUNTY**

WHEREAS, Travis County has a wealth of natural and cultural resources including its lakes, rivers, creeks, springs, and seeps; working farms and ranches; historic places and structures; rural landscapes and scenic views; canyons, bluffs, and rolling hills; woodlands, prairies, grasslands, wetlands, and riparian areas; and wildlife habitat; and

WHEREAS, the quality of the water and the lands in Travis County is an integral part of the quality of life enjoyed by Travis County residents and enhances the attractiveness of the County for business investments; and

WHEREAS, the population of Travis County is forecasted to increase by 51% to approximately 1.5 million people by 2035; and

BE IT SO ORDERED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Ron Davis, Commissioner  
Precinct One

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

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

\_\_\_\_\_  
Margaret Gómez, Commissioner  
Precinct Four

## Exhibit D: Hays County Guidelines for Project Evaluation

### Hays County Parks and Recreation Criteria Guidelines for Project Evaluation

1. Recipient will provide matching funds for the project:
  - (a). Matching funds equal to or greater than 3 to 1 ratio: \_\_\_\_\_ (5 pts.)
  - (b). Matching funds equal to or greater than 2 to 1 ratio: \_\_\_\_\_ (4 pts.)
  - (c). Matching funds equal to or greater than 1.5 to 1 ratio: \_\_\_\_\_ (3 pts.)
  - (d). Matching funds equal to or greater than 1:1 ratio: \_\_\_\_\_ (2 pts.)
  - (e). Matching funds equal to or greater than 0.5:1 ratio: \_\_\_\_\_ (1 pt.)
  
2. Project is a priority in an approved Parks and Open Space Master Plan:
  - (a). Project includes High Priority facilities listed in the current Hays County Parks and Open Space Master Plan; \_\_\_\_\_ (10 pts.)
  - (b). Project includes Moderate Priority facilities listed in the current Hays County Parks and Open Space Master Plan; \_\_\_\_\_ (5 pts.)
  - (c). Project includes Low Priority facilities listed in the current Hays County Parks and Open Space Master Plan; \_\_\_\_\_ (2 pts.)
  - (d). or Project includes High Priority facilities or projects from a locally adopted Parks and Open Space Master Plan, if within that jurisdiction. \_\_\_\_\_ (5 pts.)
  
3. Recipient can demonstrate the ability to complete the proposed land acquisition and improvements within three years or sooner: \_\_\_\_\_ (up to 7 pts.)
  
4. Recipient can demonstrate the ability for the continued operation and maintenance of the property and/or improvements: \_\_\_\_\_ (up to 10 pts.)
  
5. Site will be open for general public use during normal hours of operation. \_\_\_\_\_ (up to 10 pts.)
  
6. Recipient can demonstrate that a variety of users will be accommodated by the project facilities, for example:
  - (a). Accommodates various age groups;
  - (b). Provides for culturally diverse users;
  - (c). Opportunities for low income citizens.\_\_\_\_\_ (up to 10 pts.)
  
7. Project will provide for environmentally responsible development, for example:
  - (a). Use of native plants
  - (b). Limits impervious cover
  - (c). Incorporates current landscape
  - (d). Controls invasive non-native plants
  - (e). Employs water conservation methods\_\_\_\_\_ (up to 10 pts.)

8. Project provides for the re-use or renovation of existing facilities.  
\_\_\_\_\_ (up to 10 pts.)
9. Project creates new recreational opportunities in the jurisdiction or intended service area or meets a demonstrated need for additional services.  
\_\_\_\_\_ (up to 15 pts.)
10. Project provides accommodation to those with mobility or other impairments.  
\_\_\_\_\_ (up to 5 pts.)
11. Project does not create need for additional off-site infrastructure, such as roadway enhancements or lengthy utility extensions, to adequately service the needs of the facility.  
\_\_\_\_\_ (up to 5 pts.)



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 10, 2012

**Prepared By:** Daniel Perry **Phone #:** 263-9114

**Division Director/Manager:** Charles Bergh

**Department Head:** *Carol B. Josephson*  
Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Judge Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action regarding a request from the Austin Ridge Riders Mountain Bike Club for a License Agreement to host a mountain bike race at Pace Bend Park in Precinct Three.

### **BACKGROUND/SUMMARY OF REQUEST:**

The Austin Ridge Riders Mountain Bike Club is requesting the use of Pace Bend Park on Saturday, April 14 and Sunday, April 15, 2012, to host a bike race (Pace Bend Race). The Austin Ridge Riders are not requesting exclusive use of the park, therefore, no special use fees will be charged. All event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The licensee will establish a fixed staging and finish area and will be responsible for set-up and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Pace Bend Park and associated right-of-way. The races are to be confined to the existing mountain biking trails within the park interior and a section of Grisham Trail between Levi Cove and Mudd Cove. The section of Grisham Trail between Levi Cove and Mudd Cove will be closed from 6:30AM to 5:00 PM on Sunday, April 15, 2012 as this section of roadway will be used for the staging, start and finish lines for the events. Traffic will be re-directed past this section of closed road on a parallel roadway. The trails do not conflict with the established roadways.

The Texas Mountain Bike Racing Association (TMBRA) has sanctioned the race. The licensee has added Travis County as an additional Insured for this race. The licensee will employ off-duty Park Rangers and emergency medical staff to provide security responds to emergency medical calls and to resolve any conflicts with regular park users.

This will be the third year the Pace Bend Race will be held at Pace Bend Park. This event was originally held at Travis County's Milton Reimers Ranch Park in 2008 and 2009 (formerly known as the Single Track Stampede) with great success. The race organizers estimate that over the event weekend approximately 450-500 participants will take part in this year's event, with a similar number of spectators.

The participants will compete in races held on the mountain bike trails in the parks interior. Parking areas have been designated by park staff to accommodate the expected increase in vehicles that will be in the park for this event.

Since the Pace Bend Race was held at Pace Bend Park last two years, there has been increasing demand for large mountain bike events. The Pace Bend Race is one of the Texas Mountain Bike Racing Association's officially sanctioned races in this year's Texas Cross Country State Mountain Bike Series. The Pace Bend Race will attract participants from across the state to the park.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of this licensing agreement.

**ISSUES AND OPPORTUNITIES:**

The non-competitive bike races are scheduled for April 14, 2012, from 7:00 AM – 7:00 PM. The competitive races are scheduled for April 15, 2012, to start at 6:30 AM and conclude no later than 5:00 PM. These races will not significantly impact regular daily park visitation or visitor activities with the exception of the mountain bike trails being closed to the public on Sunday, April 15, 2012 for the competitive races and the detour around the event staging area.

The mountain bike trails will be open to the public on Saturday, April 14th as the races on Saturday will be informal and the trails will be used to by all participants to get familiarized with the race course.

The organizers have scheduled volunteers to be stationed at roadway intersections in order to safely control vehicular traffic on the roadways during the event.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

**ATTACHMENTS/EXHIBITS:**

- Licence Agreement
- Special Event Checklist
- Park Map
- Copy of Insurance



**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Division Director	Parks	854-9408
Judy Ronkartz	Past President	Austin Ridge Riders	415-8146
Cynthia Weisinger	Race Director	Austin Ridge riders	914-0069

**CC:**

Daniel Chapman	Chief Park Ranger	Parks	263-9114
Daniel Perry	District Park Manager	Parks	263-9114
Keith Rawlings	Park Supervisor	Parks	264-3951

: :  
**0101 - Administrative -**

**LICENSE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

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 Austin Ridge Riders Mountain Bike Club ("Licensee"), a Texas non-profit organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's "Pace Bend Race" mountain bike championship series race (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas (the "Licensed Areas") include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The Grisham Trail mountain bike trail between Levi Cove and Mudd Cove will be closed to the public on Sunday, April 15, 2012 only, between 6:30 a.m. and 5:00 p.m.; all other mountain bike trails, and the remaining areas within the County Park, will remain open to the public. The License includes the following rights and privileges: (a) the right to camp overnight, in accordance with existing County Park policy and rules; (b) the right (granted to Licensee and to third-party vendors, including Event sponsors and concessionaires) to display and sell products, merchandise and novelties, including food and non-alcoholic beverage

items; and (c) at the sole discretion with Travis County Parks representatives, the right to utilize ATVs for the purpose of assisting with transportation of personnel and equipment.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. In addition, Licensee shall do the following in connection with the Event, all of which shall be coordinated and pre-approved by representatives of Travis County Parks:

- (a) arrange for temporary placement of trail marker signs along race course using County-approved materials and devices, and ensure removal of all such signage;
- (b) arrange for all preparatory trail maintenance;
- (c) ensure reasonably smooth traffic flow (vehicular, pedestrian and bicycle) into and out of the County Park;
- (d) arrange for pre-Event setup and staging activities;
- (e) arrange for placement of a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators;
- (f) draft and implement a trail mitigation plan in the event of wet trails; arrange for pre-Event drainage improvements, as needed;
- (g) repair, at its sole expense, within two months following conclusion of the Event, any trail damage caused by or in connection with the Event.
- (h) deliver public notice signage to the County Park at least one week prior to Event commencement;
- (i) remove all trash, course markings, and equipment from the County Park following Event conclusion and prior to Licensee's departure from the County Park.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing

the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by Travis County Parks, a department within the Transportation and Natural Resources Department ("Travis County Parks") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Travis County Parks staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

## II. TERM OF LICENSE

2.1 The License is granted for the following days and hours (collectively, the "License Term"): (a) Friday, April 13, 2012 (purpose: setup and staging activities); (b) Saturday, April 14, 2012, beginning at approximately 7:00 a.m. (purpose: registration and payment of entry fees; traffic direction; parking and camping control; starting and finish line setup; course review; non-competition activities); and (c) Sunday, April 15, 2012, beginning at approximately 6:30 a.m. and terminating at approximately 5:00 p.m. (purpose: registration fee collection; Course Marshall dispatch posting; race and associated raceday activities). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

## III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park, as well as all traffic control devices determined to be necessary by Travis County Parks to aid in directing traffic and parking vehicles. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public. Travis County Parks staff will maintain a tally of those persons entering the County Park

on behalf of Licensee (including Licensee's officials, employees, independent contractors and volunteers) by accepting Licensee-issued vehicle vouchers (one voucher per vehicle), which shall be presented to Parks staff prior to County Park entry; upon conclusion of the Event, County will present an invoice to Licensee, which Licensee shall pay immediately.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel, and associated medical equipment, through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by Travis County Parks staff) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

#### IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

#### V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of Travis County Parks and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Dan Perry, District Manager, Travis County Parks, or other authorized Travis County Parks representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated.

Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of Travis County Parks, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

#### VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

#### VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

#### VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

#### IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

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

If to Licensee: Judi Ronkartz  
Past President  
Austin Ridge Riders Mountain Bike Club  
P.O. Box 300014  
Austin, Texas 78703-0014  
[www.austinridgeriders.com](http://www.austinridgeriders.com)

If to County: Honorable Samuel T. Biscoe (or successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

And: Steven Manilla, P.E.  
Executive Manager  
Travis County Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 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 someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge  
Date: \_\_\_\_\_



LICENSEE:

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

Judi Ronkartz  
Past President, Austin Ridge Riders Mountain Bike Club

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

**EXHIBIT A**

**Licensed Areas in Pace Bend Park**

**EXHIBIT B**  
**INSURANCE CERTIFICATE OF LICENSEE**  
**(to be attached)**

1. Organizer's name and contact information. Include the name of the group.
  - The organizer of the Pace Bend Race is the Austin Ridge Riders Mountain Bike Club. We are a 501(c) (3) non-profit organization. [www.austinridgeriders.com](http://www.austinridgeriders.com)
  - Contact :
    - Judi Ronkartz, President – 512 415-8146 [jrgump@austin.rr.com](mailto:jrgump@austin.rr.com)
    - Cynthia Weisinger, Race Director – 512 914-0669 [spinnincin@sbcglobal.net](mailto:spinnincin@sbcglobal.net)
2. Date, time, and location of the event.
  - The event will be at Pace Bend Park.
  - April 14, 2012 7am –7pm and
  - April 15, 2012 6:30 am – 5pm
  - Special access and privileges as currently identified:
    - Trail work days for pre-race trail maintenance and preparation to be performed by Ridge Rider Volunteers. Dates are being scheduled in coordination with Pace Bend Park staff.
3. Brief description of the event and its purpose.
  - The Pace Bend Race is a Cross-Country Texas Mountain Bike Championship Series Race. There are 13 competitive classes and categories of racers ranging from Beginner to Elite ranging from ages under 10 to 60+. There are also two non-competitive events;” Kids Kup” and the “First Time Racers Clinic” which feature bike safety, handling skills and applicable racing fundamentals. The race is a fund raising event for Austin Ridge Rider programs. In 2008 and 2009, the event was held at Reimers Ranch Park. In 2010 and 2012 the event was held at Pace Bend Park.
4. Organizations that will be sanctioning the event?
  - This event is sanctioned by TMBRA –Texas Mountain Bike Racing Association, [www.TMBRA.org](http://www.TMBRA.org)
  - The race will be officially permitted through USA Cycling, Inc
    - <http://www.usacycling.org/mtb/>
5. Insurance coverage
  - The Austin Ridge Riders will have liability insurance for the event through USA Cycling.
  - USA Cycling, Inc. has general liability and rider accident insurance that covers association events for which a permit has been issued. Liability coverage for race participants is a requirement for an event permit and will be collected as a surcharge in race registration fees. Additional general liability coverage through USA Cycling has also been submitted with our race permit application. <http://www.usacycling.org/forms/EventInsurance.pdf>
  - Each race participant will sign a USA Cycling Release form <http://tmbra.org/promoters/MTBEventRelease2008.pdf>
6. Number of participants, volunteers, vendors, and other people affiliated with the event.
  - The expected number of racers will be 450-500.
  - An estimated 350 –400 vehicles will be in the park at any one time.
  - Throughout the two-day event approximately 600-800 vehicles in total will enter the park.
  - The total number of persons associated with the event is approximately 1000-1200.
7. When will organizers and volunteers arrive to prepare for the event? What activities will occur during the preparation?
  - Some volunteers will be preparing for the event at various times January- April, performing trail maintenance and installing temporary trail signs. Course marking will be complete by March 20, 2012.
  - Some volunteers will arrive on Friday, April 13, 2012. Activities will include putting up directional signs, cones, and caution tape in the parking area, expo area and start line/transition areas. Setting up pop-up tents, marking exhibitor spaces, and directing placement of portable toilets.
  - The majority of volunteers, race officials and teams will arrive on Saturday April 14, 2012 beginning at 9 am. Activities will include, but are not limited to, directing traffic in the parking and

expo areas, setting up team spaces, registration, setting up start and finish line, assisting with the first time racer clinic and the Kids Kup and other festival events and final course review.

- Race day volunteers will arrive on Sunday April 15, 2012 at 6:30 to direct traffic, collect onsite registration fees, dispatch to Course Marshall posts, assist with registration, start line, scoring, award presentation, and clean-up.
8. Camping:
- The Ridge Riders have reserved the improved camping area that will serve as the race headquarters and expo. Event sponsors, teams, racers and volunteers will be camping in this area.
  - Primitive camping throughout the park will be utilized by event participants on a space available basis.
9. Park rules:
- Travis County Park Camping rules will be included in information posted on the event websites prior to the event. Rules will also be printed and made available to participants during the event.
10. Restroom facilities:
- The Ridge Riders will order 10 portable toilets including one handicapped accessible. These will be placed in a flat grassy area near the edge of the improved camping area.
11. Event parking:
- Event parking for day use only visitors will be on the peninsula adjacent to Mudd Cove. Event participants who are camping will park near their campsite. Volunteers and event sponsors will park along the road near the improved camping area. The section of road will be closed to through traffic from 7:00am until 4:00pm Sunday. A barricade at each end of the closed section will direct traffic to the Mudd Cove and Levi Cove camping areas. A contracted park ranger will be posted at each barricade to direct traffic. Volunteers, sponsors, and individuals who are camped in the improved camping area will be allowed to pass the barricade. Individuals with a handicapped parking pass will also be allowed to park in this area.
12. Park Fees
- All vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public.
  - Parks Division staff will maintain a tally of those persons entering the County Park on behalf of Licensee (including Licensee's officials, employees, independent contractors and volunteers) by accepting Licensee-issued vehicle vouchers (one voucher per vehicle), which shall be presented to Parks staff prior to County Park entry; upon conclusion of the Event, County will present an invoice to Licensee, which Licensee shall pay immediately.
13. Bike Trail Closure:
- The interior section of the park within the area bounded by FM2322 and Grisham Trail Road will be closed to the general public on April 15, 2012 from 6:30 am until 5pm. This area includes the entire trail system, trail heads and parking areas.
14. Trail mitigation plan:
- In the event of wet trails, the Austin Ridge Riders will have a "rain plan" that will shorten the course to omit areas more sensitive to damage.
  - The Austin Ridge Riders will repair any damage to the trail system resulting from the race. Repairs will be completed within 30 days following the race.
16. Trail markings:
- The Austin Ridge Riders will use a combination of biodegradable chalk, signs, cones and caution tape to direct vehicular, pedestrian and bicycle traffic.
  - Travis County Parks prohibit any use of spray paint, or any other method that cannot be

completely removed immediately after the event.

- All event markings, signage, flagging, litter, etc..., will be removed by volunteers before dark on April 17, 2012.

17. Public notice:

- The Austin Ridge Riders will prepare signs to alert park users of the event and related road and trail closures. These signs will be posted at the park entry and trailhead parking lots on or before April 1, 2012.

18. All terrain response vehicles:

- The Austin Ridge Riders will be permitted, at park staff discretion, to utilize ATVs to help with various tasks during the race weekend, such as transporting volunteer Course Marshals to stations, EMT personnel onto course, signs and materials to course locations, tables to EXPO, trash pick-up, etc.

19. Traffic control devices:

- The Austin Ridge Riders will be responsible for installing and removing all traffic cones, traffic signs, or other traffic control devices to aid in directing traffic and parking vehicles.

20. Emergency medical coverage:

- The Austin Ridge Riders are contracting with Southwest Emergency Action Team (S.W.E.A.T.) for 2 Level 2 certified EMTs to be on site during the race. S.W.E.A.T. was referred by Austin-Travis County EMS (Warren Hassinger) .
- Contact: Tannifer Ayres 512 457-8888 or [tannifer@sweatinc.com](mailto:tannifer@sweatinc.com)
- The Austin Ridge Riders Mountain Bike Patrol team, who are certified in CPR and First Aid, will be on site during the event and also coordinating with S.W.E.A.T. prior to the race to develop an Emergency Transport Site Plan including Star Flight landing locations.
- All Course Marshals will have two-way radios and a protocol for use throughout the event.

21. Vendors:

- All vendors will be direct sponsors of the event.
- All vendors will be located in the Expo area (improved camping area).
- A vendor list will be provided to the county prior to the event .
- EXPO area will be a mix of racing teams (non-vendor), event sponsors and commercial exhibitors using pop-up canopies (25-30)

23. Litter Control:

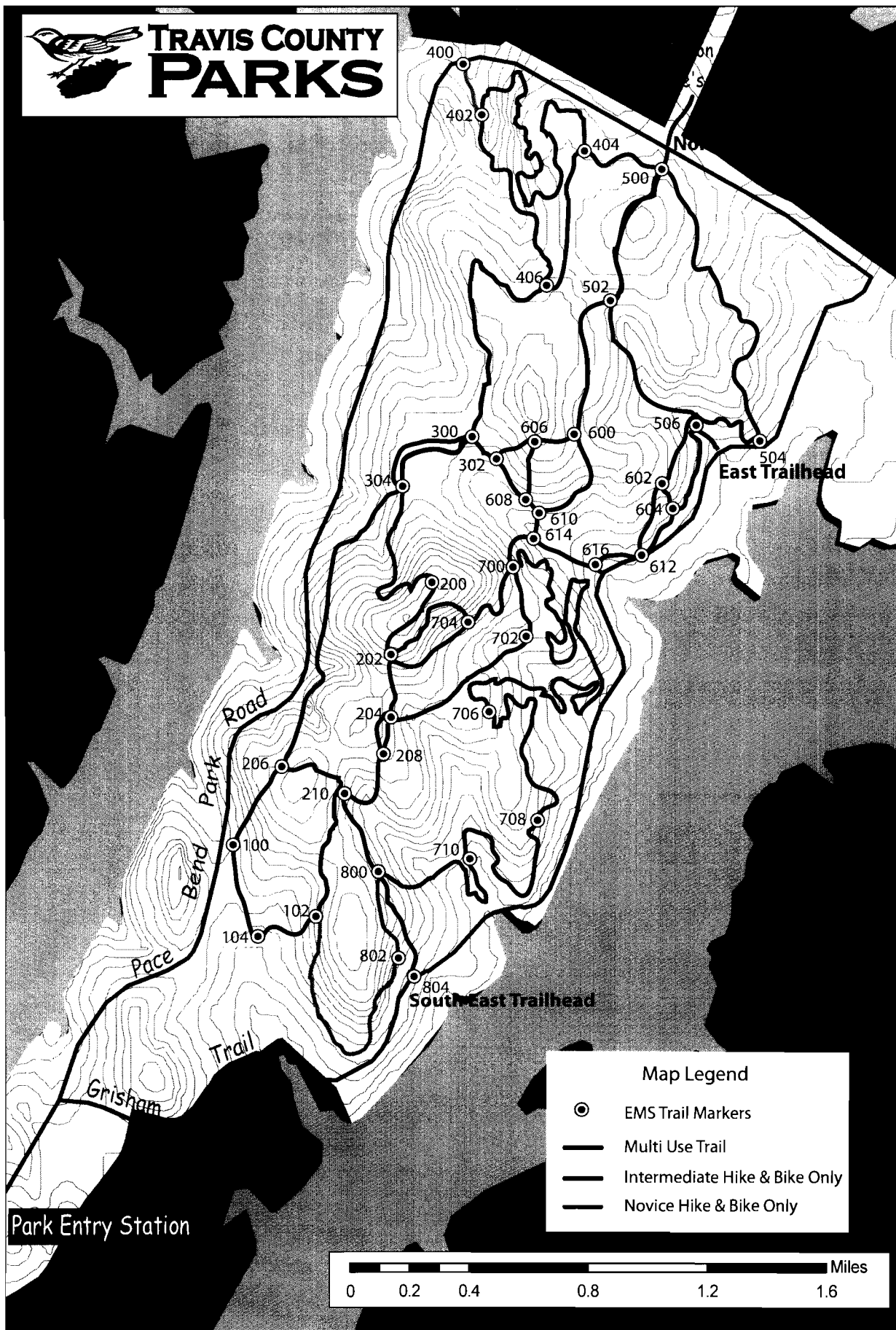
- The Austin Ridge Riders will utilize the park dumpsters and will supply disposal trash boxes in the expo area.
- Volunteers will collect trash bags from the expo area and deposit in dumpsters.
- The Austin Ridge Riders will ensure that the race course and expo areas are cleared of litter before dark on April 15, 2012.

24. Race Course:

- The Ridge Riders will provide a map of the race course to Travis County.

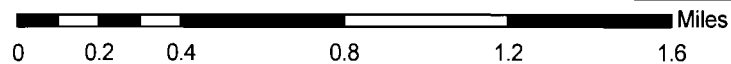


# TRAVIS COUNTY PARKS



### Map Legend

- ⊙ EMS Trail Markers
- Multi Use Trail
- Intermediate Hike & Bike Only
- Novice Hike & Bike Only



# Pace Bend Park Trail Map

## Travis County Texas



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/29/2012

Page 1 of 2

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>  Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): <b>877-945-7378</b>	FAX (A/C, NO): <b>888-467-2378</b>	
	E-MAIL ADDRESS: <b>certificates@willis.com</b>		
<b>INSURED</b>  USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: <b>Federal Insurance Company</b>		20281-001
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**                      **CERTIFICATE NUMBER: 17472369**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>Y</b>		<b>79960314</b>	<b>12/31/2011</b>	<b>12/31/2012</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

**Endorsement 80-02-2306: Additional Insured : As required by written contract, certificate holders are named as additional insured for USA Cycling sanctioned/permitted events.**

**Endorsement 80-02-2403: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.**

**CERTIFICATE HOLDER**

**CANCELLATION**

Austin Ridge Riders Board of Directors P.O. Box 300014 Austin, TX 78703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---



AGENCY CUSTOMER ID: HRH18003

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY <b>Willis of Texas, Inc.</b>		NAMED INSURED <b>USA Cycling, Inc.</b> 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER <b>79960314</b>		EFFECTIVE DATE: <b>12/31/2011</b>	
CARRIER <b>Federal Insurance Company</b>	NAIC CODE <b>20281-001</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Event #2012-824  
 Event Name: Bicycle Sport Shop Pace Bend Race  
 Event Location: Spicewood, TX  
 Event Dates: 04/15/2012

Certificate Holder is an Additional Insured with respects to Event #2012-824, Bicycle Sport Shop Pace Bend Race, in Spicewood, TX on 04/15/2012, but only with respect to the liability arising out of the Named Insured's Operations.



# CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE (MM/DD/YYYY)  
02/29/2012

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<b>PRODUCER</b>  Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, NO, EXT): <b>877-945-7378</b> FAX (A/C, NO): <b>888-467-2378</b> E-MAIL ADDRESS: <b>certificates@willis.com</b> INSURER(S) AFFORDING COVERAGE: _____      NAIC #: _____ INSURER A: <b>Federal Insurance Company</b> 20281-001 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
<b>INSURED</b>  USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	

**COVERAGES      CERTIFICATE NUMBER: 17472370      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		79960314	12/31/2011	12/31/2012	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)**  
 Endorsement 80-02-2306: Additional Insured : As required by written contract, certificate holders are named as additional insured for USA Cycling sanctioned/permited events.  
  
 Endorsement 80-02-2403: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.

<b>CERTIFICATE HOLDER</b>  Bicycle Sport Shop 517 South Lamar Austin, TX 78704	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	--

AGENCY CUSTOMER ID: HRH18003

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314		EFFECTIVE DATE: 12/31/2011	
CARRIER Federal Insurance Company	NAIC CODE 20281-001		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Event #2012-824  
 Event Name: Bicycle Sport Shop Pace Bend Race  
 Event Location: Spicewood, TX  
 Event Dates: 04/15/2012

Certificate Holder is an Additional Insured with respects to Event #2012-824, Bicycle Sport Shop Pace Bend Race, in Spicewood, TX on 04/15/2012, but only with respect to the liability arising out of the Named Insured's Operations.



AGENCY CUSTOMER ID: HRH18003

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314		EFFECTIVE DATE: 12/31/2011	
CARRIER Federal Insurance Company	NAIC CODE 20281-001		

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AGENCY CUSTOMER ID: HRH18003

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY <b>Willis of Texas, Inc.</b>		NAMED INSURED <b>USA Cycling, Inc.</b> 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER <b>79960314</b>		EFFECTIVE DATE: <b>12/31/2011</b>	
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AGENCY CUSTOMER ID: HRH18003

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY <b>Willis of Texas, Inc.</b>		NAMED INSURED <b>USA Cycling, Inc.</b> 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER <b>79960314</b>		EFFECTIVE DATE: <b>12/31/2011</b>	
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 FORM NUMBER: **25**      FORM TITLE: **CERTIFICATE OF LIABILITY INSURANCE**

RE: Event #2012-824  
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# CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE (MM/DD/YYYY)  
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<b>PRODUCER</b>  Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT</b> NAME: PHONE (A/C, NO, EXT): <b>877-945-7378</b> FAX (A/C, NO): <b>888-467-2378</b> E-MAIL ADDRESS: <b>certificates@willis.com</b>  INSURER(S) AFFORDING COVERAGE INSURER A: <b>Federal Insurance Company</b> NAIC# <b>20281-001</b>  INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**COVERAGES      CERTIFICATE NUMBER: 17472372      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		79960314	12/31/2011	12/31/2012	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)  
**Endorsement 80-02-2306: Additional Insured : As required by written contract, certificate holders are named as additional insured for USA Cycling sanctioned/permited events.**  
  
**Endorsement 80-02-2403: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.**

<b>CERTIFICATE HOLDER</b>  Travis County P.O. Box 1748 Austin, TX 78767	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	--

AGENCY CUSTOMER ID: HRH18003

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY <b>Willis of Texas, Inc.</b>		NAMED INSURED <b>USA Cycling, Inc.</b> 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER <b>79960314</b>		EFFECTIVE DATE: <b>12/31/2011</b>	
CARRIER <b>Federal Insurance Company</b>	NAIC CODE <b>20281-001</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: **25**      FORM TITLE: **CERTIFICATE OF LIABILITY INSURANCE**

RE: Event #2012-824  
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## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 10, 2012

**Prepared By/Phone Number:** Michael Winn 854-4728

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Agenda Request for approval of the order designating the main Early Voting location, all temporary Early Voting locations, and mobile Early Voting polling places for the May 29, 2012 Joint Primary Election and approval of additional costs associated with Early Voting for this election.

The Travis County Clerk is sending you a list of the Early Voting permanent and mobile polling locations to be certified by the Commissioners Court. The certification will be valid for the May 29, 2012 Joint Primary Election.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

County Clerk letter to Commissioners Court regarding Primary 2012 Early Voting locations.

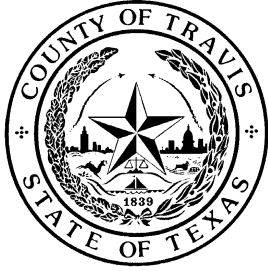
### **STAFF RECOMMENDATIONS:**

### **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](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



**Dana DeBeauvoir**  
Travis County Clerk

PO Box 149325, Austin TX 78714-9325  
Phone: (512) 854-9188 Fax: (512) 854-3942  
<http://www.co.travis.tx.us>

**Recording, Elections, Computer Resources,  
Accounting, and Administration Divisions**  
5501 Airport Boulevard, Austin, Texas 78751-1410

**Misdemeanor Records, Civil/Probate,  
and Records Management Divisions**  
1000 Guadalupe, Austin, Texas 78701-2328

April 3, 2012

TO: Travis County Commissioners Court

FROM: Dana DeBeauvoir

RE: Request for approval of the order designating the main Early Voting location, all temporary Early Voting locations, and mobile Early Voting polling places for the May 29, 2012 Joint Primary Election and approval of additional costs associated with Early Voting for this election

We are submitting to the Commissioners Court proposed temporary branch and mobile early voting locations for the May 29, 2012 Joint Primary Election. Due to special circumstances, the number of temporary locations has increased to eighteen. This number represents six locations more than the number of locations submitted for the FY2012 budget. The original twelve Primary locations were proposed at the time to help meet a 5% reduction in the overall Elections budget. Because of the unusual events created by redistricting issues, the changes in Primary dates, and extremely close proximity of the Primary and the City of Austin elections, the County Clerk has reconsidered her original intentions of running only twelve temporary branch early voting locations.

The City of Austin recently chose to operate eighteen temporary branch early voting locations for their May 12, 2012 election. Because the Primary early voting period begins only six days after the close of the City of Austin's early voting, the County Clerk feels it is necessary to mirror the City's plan as closely as possible to avoid voter confusion. This increase of locations represents an increase of approximately \$48,000.

Additionally, the parties have chosen to hold their precinct conventions prior to the Primary elections, creating yet another unusual series of events that affect staffing at the polling place. On Friday, March 30, 2012, the Secretary of State issued an advisory for tracking voters' precinct convention participation as they check in at Primary voting locations. This is to prevent voters attending a party's precinct convention (occurring prior to the election) from crossing over and voting in another party's Primary. The procedure of adding this check point to each early voting polling location creates an additional poll worker position for a cost of \$27,000. We are not proposing the need to add additional personnel on election day because the lists for each precinct should be more manageable and could be handled by existing staff.

If the Court chooses to approve the additional six locations for a total of eighteen temporary branch early voting sites, it is the County Clerk's intention to run all polling locations as efficiently as possible and refund any savings back to the County.

Because of the 45-day deadline related to sending out ballots to overseas and military voters, it is important that a final decision be reached on Tuesday, April 10, 2012. Therefore, if you have any questions or concerns, please contact me as soon as possible. Thank you.



**Travis County Early Voting Sites**  
**May 29, 2012 Joint Primary Elections**  
**Early Voting Period: Monday, May 14 – Friday, May 25, 2012**



**Sitios para Votación Adelantada del Condado de Travis**

*Elecciones Primarias Conjuntas, 29 de mayo, 2012*

*Período de la Votación Adelantada: lunes, 14 de mayo – viernes, 25 de mayo, 2012*

**CENTRAL / CENTRAL**

**Travis County Airport Blvd Offices**

5501 Airport Blvd  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
 \*\*May 24<sup>th</sup> and May 25<sup>th</sup> 7 am – 7 pm  
*Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm*  
 \*\*24 de mayo y 25 de mayo 7 am – 7 pm

**Howson Branch Public Library**

2500 Exposition Boulevard  
 Mon – Wed 10 am–6 pm, Thur Closed,  
 Fri 10 am – 6 pm, Sat 10 am – 5 pm, Sun Closed  
*Lunes – Miércoles 10 am – 6 pm, Jueves Cerrado,*  
*Viernes 10 am – 6 pm, Sab 10 am – 5 pm, Dom Cerrado*

**Fiesta Mart Central**

3909 North IH-35 @ Delwood Shopping Center  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**NORTH / NORTE**

**Ben Hur Shriners Hall**

7811 Rockwood Lane  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**NORTHEAST / NORESTE**

**County Tax Office, Plugerville (Community Room)**

15822 Foothill Farms Loop  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**Goodwill Industries**

1015 Norwood Park Boulevard  
 Mon – Fri 8 am – 6 pm,  
 Sat 9 am – 6 pm, Sun Noon – 6 pm,  
*Lunes – Viernes 8 am – 6 pm,*  
*Sab 9 am – 6 pm, Dom Mediodía – 6 pm*

**NORTHWEST / NOROESTE**

**Randalls Research and Braker**

10900-D Research Boulevard @ Braker Lane  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**(NEW) Randalls Quinlan Crossing**

5145 RM620 North @ Steiner Ranch  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**SOUTH / SUR**

**HEB South Congress**

2400 South Congress (temp building in parking lot)  
*(edificio provisional en el estacionamiento)*  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**Randalls Ben White and Manchaca**

2025 West Ben White Boulevard @ Manchaca Road  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**SOUTHEAST / SURESTE**

**Dan Ruiz Public Library**

1600 Grove Blvd  
 Mon – Thur 10 am – 7 pm, Fri Closed,  
 Sat 10 am – 5 pm, Sun Closed  
*Lunes – Jueves 10 am – 7 pm, Viernes cerrado,*  
*Sab 10 am – 5 pm, Dom cerrado*

**Fiesta Mart Stassney**

5510 S. IH-35 @ Stassney  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**SOUTHWEST / SUROESTE**

**Randalls South Mopac and William Cannon**

6600 South Mopac @ William Cannon  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**Randalls Brodie and Slaughter**

9911 Brodie Lane @ Slaughter Lane  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**EAST / ESTE**

**Parque Zaragoza Recreation Center**

2608 Gonzales Street @ East 7th  
 Mon – Fri 10 am – 6 pm, Sat 10 am – 5 pm, Sun Closed  
*Lunes – Viernes 10 am – 6 pm, Sab 10 am – 5 pm,*  
*Dom cerrado*

**Carver Complex**

1165 Angelina Street  
 Mon – Thu 10 am – 6 pm, Fri 10 am – 5 pm,  
 Sat 10 am – 4 pm, Sun Closed  
*Lunes – Jueves 10 am – 6 pm, Viernes 10 am – 5 pm,*  
*Sab 10 am – 4 pm, Dom cerrado*

**WEST / OESTE**

**Flagship Randalls at Westlake Hills**

3300 Bee Caves Road  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes – Sab 8 am – 6 pm, Dom Mediodía – 6 pm*

**Randalls Lakeway**

2301 RR 620 South  
 Mon – Sat 8 am – 6 pm, Sun Noon – 6 pm  
*Lunes–Sab 8 am – 6 pm, Dom Mediodía – 6 pm*



# Travis County Elections Mobile Early Voting Guide

## May 29, 2012 Joint Primary Elections

### Early Voting Period: Monday, May 14 – Friday, May 25



*Guía de los Sitios Móviles para Votación Adelantada*  
*Elecciones Primarias Conjuntas, 29 de mayo, 2012*  
*Período de la Votación Adelantada: lunes, 14 de mayo – viernes, 25 de mayo, 2012*

**Monday, May 14****Lunes, 14 de mayo**

University of Texas  
 Flawn Academic Center (Lobby)  
 2400 Inner Campus Drive  
 8 am – 6 pm

Manor ISD Administration  
 10335 Hwy 290 East (Manor)  
 8 am – 6 pm

St. Edwards University  
 Ragsdale Center  
 3001 South Congress Avenue  
 8 am – 6 pm

**Tuesday, May 15****Martes, 15 de mayo**

University of Texas  
 Flawn Academic Center (Lobby)  
 2400 Inner Campus Drive  
 8 am – 6 pm

Del Valle ISD Administration  
 5301 Ross Road  
 8 am – 6 pm

Parsons House  
 1130 Camino La Costa  
 8 am – 10 am

Heritage Park Center  
 2806 Real Street  
 Noon – 2 pm

Heritage Pointe  
 1950 Webberville Road  
 4 pm – 6 pm

**Wednesday, May 16****Miércoles, 16 de mayo**

Stephen F. Austin Building  
 1700 North Congress Avenue  
 8 am – 5 pm

Huston-Tillotson University  
 Davage-Durden Student Union  
 900 Chicon Street  
 8 am – 6 pm

Emeritus at Beckett Meadows  
 7709 Beckett Road  
 8 am – 10 am

Southwest Key Program  
 6002 Jain Lane  
 Noon – 5 pm

**Thursday, May 17****Jueves, 17 de mayo**

Travis Building  
 1701 North Congress Avenue  
 8 am – 5 pm

Lago Vista City Hall  
 5803 Thunderbird  
 8 am – 5 pm

Austin Resource Center for the Homeless (ARCH)  
 500 East 7<sup>th</sup> Street  
 8 am – 10 am

Lakeside Senior Center  
 85 Trinity  
 Noon – 2 pm

RBJ Residential Tower  
 21 Waller Street  
 4 pm – 6 pm

**Friday, May 18****Viernes, 18 de mayo**

LBJ Building  
 111 East 17<sup>th</sup> Street  
 8 am – 5 pm

Lago Vista City Hall  
 5803 Thunderbird  
 8 am – 5 pm

Summit at Lakeway  
 1917 Lohmans Crossing Road (Lakeway)  
 8 am – 10 am

Ce-Bar Fire Department  
 353 South Commons Ford  
 Noon – 6 pm

**Saturday, May 19****Sábado, 19 de mayo**

Lago Vista City Hall  
 5803 Thunderbird  
 8 am – 5 pm

Bee Cave City Hall  
 4000 Galleria Parkway  
 8 am – 6 pm

Volente Fire Department  
 15406 FM 2769 (Volente)  
 8 am – 10 am

Briarcliff POA Community Center  
 22801 Briarcliff Drive (Briarcliff)  
 1 pm – 6 pm

**Sunday, May 20****Domingo, 20 de mayo**

Northwest Rural Community Center  
 18649 FM 1431, Suite 6a (Jonestown)  
 Noon – 6 pm

Bee Cave City Hall  
 4000 Galleria Parkway  
 Noon – 6 pm

Mitchies  
 7801 North Lamar Boulevard  
 Building B, Suite 148  
 Noon – 6pm

**Monday, May 21****Lunes, 21 de mayo**

Travis County Courthouse  
 1000 Guadalupe St  
 8 am – 5 pm

Heatherwilde Assisted Living  
 401 South Heatherwilde (Pflugerville)  
 8 am – 10 am

Continental Assisted Living  
 4604 South Lamar Boulevard  
 8 am – 10 am

Cambridge Villas Senior Apartments  
 15711 Dessau Road (Pflugerville)  
 Noon – 2 pm

Services for the Deaf and Hard of Hearing  
 2201 Post Road, Ste 100  
 Noon – 2 pm

Westminster Manor  
 4100 Jackson Avenue  
 4 pm – 6 pm

Englewood Estates  
 2603 Jones Road  
 4 pm – 6 pm

**Tuesday, May 22****Martes, 22 de mayo**

Austin City Hall  
 301 West 2nd Street  
 8 am – 5 pm  
 Travis County Courthouse  
 1000 Guadalupe Street  
 8 am – 5 pm

Heartland Health Care Center  
 11406 Rustic Rock Drive  
 8 am – 10 am

Deer Creek Elementary School  
 2420 Zepplin Drive  
 Noon – 6 pm

**Wednesday, May 23****Miércoles, 23 de mayo**

Austin City Hall  
 301 West 2nd Street  
 8 am – 5 pm

Travis County Courthouse  
 1000 Guadalupe Street  
 8 am – 5 pm

Town Lake Center  
 721 Barton Springs Road  
 8 am – 2 pm

Summit at West Lake Hills  
 1034 Liberty Park Drive  
 4 pm – 6 pm

**Thursday, May 24****Jueves, 24 de mayo**

Sam Houston Building  
 201 East 14<sup>th</sup> Street  
 8 am – 5 pm

Travis County Courthouse  
 1000 Guadalupe Street  
 8 am – 5 pm

Austin City Hall  
 301 West 2nd Street  
 8 am – 5 pm

**Friday, May 25****Viernes, 25 de mayo**

Central Services Building  
 1711 San Jacinto Boulevard  
 8 am – 5 pm

Travis County Courthouse  
 1000 Guadalupe Street  
 8 am – 5 pm

Winters Building  
 701 West 51<sup>st</sup> Street  
 8 am – 5 pm

**Order Designating Main Early Voting Polling Place, Temporary Branch Early Voting Polling Place, and Hours for Early Voting on Weekdays for the May 29, 2012 Joint Primary Election**

Texas Election Code section 85.002(b) permits the Travis County Commissioners Court to designate the main early voting polling place for county-wide elections. And Texas Election Code section 85.062(a)(1) permits the court to designate temporary branch early voting polling places for an election in which the county clerk is the early voting clerk.

The election code further establishes, under sections 85.005(a) and (c), that early voting will be conducted at the main early voting polling place for at least twelve hours on each weekday of the last week of the early voting period, and for other weekdays during the early voting period, the days and hours the county clerk's office is regularly open for business. And under section 85.064(b) , early voting by personal appearance at each temporary branch early voting polling place established under Section 85.062(d) will be conducted on the days that early voting is required to be conducted at the main early voting polling place. The authority establishing those temporary branch early voting polling places will determine the hours during which voting is to be conducted on those days. But under section 85.064(c), early voting by personal appearance at temporary branch early voting polling places, other than those polling places designated under section 85.062(d), may be conducted on any one or more days and during any hours of the period for early voting by personal appearance.

The temporary branch early voting polling places designated by this order are located as prescribed by Texas Election Code section 85.062 (b)–(f).

Accordingly, under Texas Election Code section 85.001(a) and (c) and the above-referenced legal authorities, the Travis County Commissioners Court hereby designates for the May 29, 2012 Joint Primary Election the main early voting polling place, the temporary branch early voting polling places, and the temporary branch early voting polling places designated for the mobile early voting program, as set forth in Exhibit A, which is attached and incorporated into this order.

For the May 29, 2012 Joint Primary Elections, the main early voting polling place will be open for early voting by personal appearance on weekdays from 7:00 a.m. to 7:00 p.m., beginning on Monday, May 14, 2012 through Friday, May 25, 2012, except that the temporary branch early voting polling places specified in Exhibit A will be open for early voting by personal appearance during those days and hours specified in Exhibit A.

BE IT SO ORDERED on this, the \_\_\_\_\_ day of April, 2012.

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Honorable Samuel T. Biscoe  
Travis County Judge



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Honorable Ron Davis  
Commissioner, Precinct One

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Honorable Sarah Eckhardt  
Commissioner, Precinct Two

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Honorable Karen Huber  
Commissioner, Precinct Three

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Honorable Margaret Gómez  
Commissioner, Precinct Four

# **EXHIBIT A**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 10, 2012

**Prepared By/Phone Number:** Michael Winn 854-4728

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Agenda Request to Consider and take appropriate action regarding an order to designate Election Day polling places for the May 29, 2012 Joint Primary Election.

The Travis County Clerk is sending the Election Day polling places to be certified by the Commissioners Court. The certification will be valid for the May 29, 2012 Joint Primary Election.

### **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](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



## Tuesday, May 29, 2012 - Joint Primary Elections - Election Day Polling Places

Martes, 29 de mayo, 2012 - Elecciones Primarias Conjuntas - Casillas Electorales para el Día de Elección

### Travis County Clerk Dana DeBeauvoir Elections Division

Secretaria del Condado de Travis Dana DeBeauvoir - División de Elecciones



101 Dailey Middle School 14000 Westall St.	124 Carver Complex 1161 Angelina St.	150 Brookhollow Elementary School 1200 North Railroad Ave.	215 Wells Branch Community Library 15001 Wells Port Dr.	239 Gullett Elementary School 6310 Treadwell Blvd.	267 Combined @ 254 Emeritus at North Austin 5310 Duval Rd.
102 Copperfield Elementary School 12135 Thompkins Dr.	125 Combined @ 154 Bluebonnet Tr. Elem. 11316 Farmhaven Rd.	151 Combined @ 130 Pearce Middle School 6401 North Hampton Dr.	216 Northwest Elementary School 14014 Thermal Dr.	240 Highland Park Elementary School 4900 Fairview Dr.	268 Grant AME Worship Center 1701 Kramer Ln.
103 Graham Elementary School 11211 Tom Adams Dr.	126 David Chapel Portable 2211 East MLK Jr. Blvd.	152 Maplewood Elementary School 3808 Maplewood Ave.	217 Lanier High School 1201 Payton Gin Rd.	241 Brentwood Elementary School 6700 Arroyo Seco	273 Trinity Lutheran Church 1207 West 45th St.
104 Cedar View Rehabilitation 11020 Dessau Rd.	127 Combined @ 154 Bluebonnet Tr. Elem. 11316 Farmhaven Rd.	153 Pioneer Crossing Elementary 11300 Samsung Blvd.	218 ACC Northridge Campus 11928 Stonehollow Dr.	242 Northwest Baptist Church 6301 Woodrow Ave.	274 First English Lutheran Church 3001 Whitis Ave.
105 Manor ISD Admin. Building 10335 US Highway 290E	128 Combined @ 121 LBJ High School 7309 Lazy Creek Dr.	154 Bluebonnet Tr. Elementary School 11316 Farmhaven Rd.	219 Caldwell Elementary School 1718 Picadilly Dr.	243 Ben Hur Shriners Hall 7811 Rockwood Ln.	275 Baker Center 3908 Ave. B (enter off 39th St.)
106 Neidig Elementary School (NEW) 13700 County Line Rd.	129 Sims Elementary School 1203 Springdale Rd.	156 Virginia Brown Recreation Center 7500 Blessing Ave.	220 Combined @ 231 Cat Mountain H.O.A. 6007 Mount Bonnell Rd.	244 Randalls Quinlan Crossing (NEW) 5145 RM 620 North	277 University Co-op 2246 Guadalupe St.
107 New Sweden Lutheran Church 12809 New Sweden Church Rd.	130 Pearce Middle School 6401 North Hampton Dr.	160 Spring Hill Elementary School 600 South Heatherwilde Blvd.	221 Bridge Point Elementary School 6401 Cedar St.	245 Grandview Hills Elementary School 12024 Vista Parke Dr.	301 Sunset Valley City Hall 3205 Jones Rd.
108 Combined @ 103 Graham Elementary 11211 Tom Adams Dr.	131 Combined @ 121 LBJ High School 7309 Lazy Creek Dr.	161 Combined @ 110 Park Crest Middle 1500 North Railroad Ave.	222 Cook Elementary School 1511 Cripple Creek Rd.	246 Hill Elementary School 8601 Tallwood Dr.	302 Bailey Middle School 4020 Lost Oasis Hollow
109 Parmer Lane Elementary School 1806 Parmer Ln.	132 Pecan Springs Elementary School 3100 Rogge Ln.	163 Combined @ 137 Rowe Lane Elem. 3112 Speidel Dr.	223 Combined @ 217 Lanier High School 1201 Payton Gin Rd.	247 Doss Elementary School 7005 Northledge Dr.	303 Oak Hill Primitive Baptist Church 11408 FM 1826
110 Park Crest Middle School (NEW) 1500 North Railroad Ave.	133 Blanton Elementary School 5408 Westminster Dr.	164 Barrington Elementary School 400 Cooper Dr.	224 Combined @ 217 Lanier High School 1201 Payton Gin Rd.	248 Burnet Middle School 8401 Hathaway Dr.	304 Kiker Elementary School 5913 LaCrosse Ave.
111 Westview Middle School 1805 Scofield Ln.	134 Combined @ 121 LBJ High School 7309 Lazy Creek Dr.	200 Winters Building 701 West 51st St.	225 Wells Branch MUD Recreation Center 3000 Shoreline Dr.	249 St. Matthew's Episcopal Church 8134 Mesa Dr.	305 Combined @ 323 Great Hills Baptist Ch. 10500 Jollyville Rd.
112 Dessau Elementary School 1501 Dessau Ridge Ln.	135 Our Lady's Maronite Catholic Church 1320 East 51st St.	202 Ridgetop Elementary School 5005 Caswell Ave.	226 Combined @ 227 Villas of Bristol Heights 12041 Dessau Rd.	250 Mathews Elementary School 906 West Lynn St.	306 Combined @ 319 Lakeway Activity Center 105 Cross Creek Dr.
113 Wieland Elementary School 900 Tudor House Rd.	136 Pfluger Hall 203B East Pecan St.	203 Boulder Ridge Community Room 3300 Killingsworth Ln.	227 Villas of Bristol Heights Apartments (NEW) 12041 Dessau Rd.	251 Combined @ 210 O. Henry Middle School 2610 West 10th St.	307 Rollingwood Municipal Building 403 Nixon Dr.
114 Combined @ 101 Dailey Middle School 14000 Westall St.	137 Rowe Lane Elementary School 3112 Speidel Dr.	205 Camden Huntingdon Apartments 12349 Metric Blvd.	228 Combined @ 254 Emeritus at North Austin 5310 Duval Rd.	252 North Village Library 2505 Steck Ave.	308 Briarcliff P.O.A. Community Center 22801 Briarcliff Dr.
115 Combined @ 101 Dailey Middle School 14000 Westall St.	138 Combined @ 114 Webberville Park Office 2305 Park Ln.	206 Lee Elementary School 3308 Hampton Rd.	229 Wells Branch Community Center 2106 Klattenhoff Dr.	253 First Presbyterian Church 8001 Mesa Dr.	309 Southwest Christian Church (NEW) 2116 Lynnbrook Dr.
116 Combined @ 101 Dailey Middle School 14000 Westall St.	139 Gus Garcia Rec Center 1201 East Rundberg Ln.	207 YMCA Northwest Branch 5807 McNeil Rd.	231 Cat Mountain H.O.A. Office 6007 Mount Bonnell Rd.	254 Emeritus at North Austin 5310 Duval Rd.	310 Manchaca United Methodist Church 1011 FM 1626 (Manchaca)
117 Overton Elementary School (NEW) 7201 Colony Loop Dr.	140 Dobie Middle School 1200 East Rundberg Ln.	208 UT Flawn Academic Center (Lobby) 2400 Inner Campus Dr. (West Mall)	232 Canyon Ridge Middle School 12601 County Trails Ln.	256 Howson Library 2500 Exposition Blvd.	311 Combined @ 313 Senior Activity Center 2874 Shoal Crest Ave.
118 Combined @ 130 Pearce Middle School 6401 North Hampton Dr.	141 Combined @ 139 Gus Garcia Rec Center 1201 East Rundberg Ln.	209 Combined @ 222 Cook Elementary 1511 Cripple Creek Rd.	233 Shepherd of the Hills Christian Church 6909 West Courtyrad Dr.	258 McBee Elementary School 1001 West Braker Ln.	312 Travis County Sheriff's Office 3800 Hudson Bend Rd.
119 Combined @ 101 Dailey Middle School 14000 Westall St.	142 Travis County Airport Blvd. Office 5501 Airport Blvd.	210 O. Henry Middle School 2610 West 10th St.	234 River Place Elementary School 6500 Sitio Del Rio	259 Summitt Elementary School 12207 Brigadoodon Ln.	313 Senior Activity Center 2874 Shoal Crest Ave.
120 Combined @ 117 Overton Elementary 7201 Colony Loop Dr.	145 Windermere Elementary School 1100 Picadilly Dr.	211 Walnut Creek Elementary School 401 West Braker Ln.	235 McCallum High School 5600 Sunshine Dr.	260 Austin Brethren Church 1800 Payton Gin Rd.	314 Oak Hill Fire Dept. Barton Creek Station 4111 Barton Creek Blvd.
121 LBJ High School 7309 Lazy Creek Dr.	146 Pflugerville ISD Administration Building 1401 West Pecan St.	212 Combined @ 221 Bridge Point Elementary 6401 Cedar St.	236 Rosedale Elementary School 2117 West 49th St.	262 Combined @ 249 St. Matthew's Church 8134 Mesa Dr.	315 Villages Amenities Center 12006 Gatling Gun Ln.
122 Combined @ 132 Pecan Springs Elem. 3100 Rogge Ln.	148 County Tax Office (Community Room) 15822 Foothill Farms Loop	213 Combined @ 231 Cat Mountain H.O.A. 6007 Mount Bonnell Rd.	237 Highland Park Baptist Church 5206 Balcones Dr.	263 United Christian Church 3500 West Parmer Lane	316 Travis County Parks Office 14624 Hamilton Pool Rd.
123 Murchison Elementary School 2215 Kelly Ln.	149 Reilly Elementary School 405 Denson Dr.	214 Bryker Woods Elementary School 3309 Kerbey Ln.	238 Murchison Middle School 3700 North Hills Dr.	266 Combined @ 256 Howson Library 2500 Exposition Blvd.	317 Eanes ISD Administration Bldg. 601 Camp Craft Rd.



## Tuesday, May 29, 2012 - Joint Primary Elections - Election Day Polling Places

Martes, 29 de mayo, 2012 - Elecciones Primarias Conjuntas - Casillas Electorales para el Día de Elección

### Travis County Clerk Dana DeBeauvoir Elections Division

Secretaria del Condado de Travis Dana DeBeauvoir - División de Elecciones



318 Austin Ridge Bible Church (NEW) 9300 Bee Cave Rd.	342 Barton Hills Elementary School 2108 Barton Hills Dr.	369 Christ Episcopal Church (NEW) 3600 West Whitestone Blvd.	417 Combined @ 406 St. Alban's Episcopal 11819 IH-35 South	440 CityView at the Park Senior Apartments 2000 Woodward St.
319 Lakeway Activity Center 105 Cross Creek Dr.	343 Concordia University 11400 Concordia University Dr.	370 Round Mountain Community Center 14340 Round Mountain Rd. (Leander)	418 Combined @ 448 Langford Elementary 2206 Blue Meadow Dr.	441 St. John's Lutheran Church 409 West Ben White Blvd.
320 Combined @ 319 Lakeway Activity Center 105 Cross Creek Dr.	344 Cunningham Elementary School 2200 Berkeley Ave.	371 Lago Vista High School 8039 Bar-K Ranch Rd.	419 Combined @ 447 Odom Elementary 1010 Turtle Creek Blvd.	442 Combined @ 433 Travis High School 1211 East Oltorf St.
321 Triumphant Love Lutheran Church 9508 Great Hills Tr.	345 Combined @ 323 Great Hills Baptist Ch. 10500 Jollyville Rd.	372 T.C. Community Center at Jonestown 18649 FM 1431, Suite 6A	420 Parker Lane Methodist Church 2105 Parker Ln.	443 Mendez Middle School 5106 Village Square Dr.
323 Great Hills Baptist Church 10500 Jollyville Rd.	346 Serene Hills Elementary School 3301 Serene Hills Dr. (Lakeway)	373 Rolling Hills Community Church 6201 Lohman Ford Rd.	421 Congress Avenue Baptist Church 1511 South Congress Ave.	444 Combined @ 426 Govalle Elementary 3601 Govalle Ave.
324 Bee Cave City Hall 4000 Galleria Pkwy.	347 Hill Country Middle School 1300 Walsh Tarlton Ln.	374 Deer Creek Elementary School 2420 Zeppelin Dr.	422 Fulmore Middle School 201 East Mary St.	446 St. Elmo Elementary School 600 West St. Elmo Rd.
325 Combined @ 329 Austin City Hall 301 West 2nd St., 1st Floor	349 ACC Pinnacle Campus 7748 Highway 290 West	375 Volente Fire Department 15406 FM 2769	423 Montopolis Recreation Center 1200 Montopolis Dr.	447 Odom Elementary School 1010 Turtle Creek Blvd.
326 Laurel Mountain Elementary School 10111 DK Ranch Rd.	350 Cowan Elementary School 2817 Kentish Dr.	401 Del Valle ISD Administration Building 5301 Ross Rd.	424 South Austin Recreation Center 1100 Cumberland Rd.	448 Langford Elementary School 2206 Blue Meadow Dr.
327 Fire Station # 33 9409 Bluegrass Dr.	351 Small Middle School 4801 Monterey Oaks Blvd.	402 Elroy Community Library 13512 FM 812	425 Combined @ 446 St. Elmo Elementary 600 West St. Elmo Rd.	450 Dove Springs Recreation Center 5801 Ainez Dr.
328 Renaissance Retirement Center 11279 Taylor Draper Ln.	352 Combined @ 358 Covington Middle School 3700 Convict Hill Rd.	403 Creedmoor Elementary School 5604 FM 1327	426 Govalle Elementary School 3601 Govalle Ave.	451 Bedichek Middle School 6800 Bill Hughes Rd.
329 Austin City Hall 301 West 2nd St., 1st Floor	354 Travis Country H.O.A. Office 4504 Travis Country Circle	404 Blazier Elementary School 8601 Vertex Blvd.	427 Allan Elementary School 4900 Gonzales St.	452 Houston Elementary School 5409 Ponciana Dr.
330 Laura's Library (NEW) 9411 Bee Cave Rd.	356 Combined @ 307 Rollingwood Municipal 403 Nixon Dr.	405 Ojeda Middle School 4900 McKinney Falls Pkwy.	428 Mexican American Cultural Center (NEW) 600 River St.	454 Randalls Ben White and Manchaca 2025 West Ben White Blvd.
331 Kathy Caraway Elementary School 11104 Oak View Dr. (Enter off Carlwood)	358 Covington Middle School 3700 Convict Hill Rd.	406 St. Alban's Episcopal Church 11819 IH-35 South	429 Dan Ruiz Branch Public Library 1600 Grove Blvd.	458 Mockingbird Post Office 7310 Manchaca Rd.
332 Zilker Elementary School 1900 Bluebonnet Ln.	359 LTISD Educational Development Center 607 RR 620 North	407 South Rural Community Center 3518 South FM 973	430 Combined @ 461 Ann Richards School 2206 Prather Ln. (Portable A)	460 ACC South Austin Campus 1820 West Stassney Ln.
333 Canyon Creek Elementary School 10210 Ember Glen Dr.	360 Bowie High School 4103 West Slaughter Ln.	408 Combined @ 435 Southwest Church 8900 Manchaca Rd.	431 Baty Elementary School 2101 Faro Dr.	461 Ann Richards School 2206 Prather Ln. (Portable A)
334 Spicewood Elementary School 11601 Olson Dr.	361 Oak Hill Fire Dept. Station #301 9211 Circle Dr.	409 Galindo Elementary School 3800 South 2nd St.	432 Combined @ 438 Sanchez Elementary 73 San Marcos St.	463 Williams Elementary School 500 Mairo St.
335 Canyon Vista Middle School 8455 Spicewood Springs Rd.	362 Will Hampton Branch Public Library 5125 Convict Hill Rd.	410 Science & Health Resource Center 305 North Bluff Dr. (Formerly Pleasant Hill Elem.)	433 Travis High School 1211 East Oltorf St.	
336 Hallmark Baptist Church 9023 Old Lampasas Tr.	363 Shepherd of the Hills Presbyterian Church 5226 West William Cannon Dr.	411 Combined @ 416 Akins High School 10701 South 1st St.	434 Combined @ 438 Sanchez Elementary 73 San Marcos St.	
337 Lakewood Homeowner's Association 7317 Lakewood Dr.	364 Randalls in West Lake Hills 3300 Bee Caves Rd.	412 Combined @ 454 Randalls Ben White 2025 West Ben White Blvd.	435 Southwest Church of Christ 8900 Manchaca Rd.	
338 Travis County WCID #18 1502 San Juan Dr.	365 West Rural Community Center 8656 Highway 71 West	413 Combined @ 448 Langford Elementary 2206 Blue Meadow Dr.	436 Combined @ 427 Allan Elementary School 4900 Gonzales St.	
339 Western Hills Church of Christ 6211 Parkwood Dr.	366 Mills Elementary School 6201 Davis Ln.	414 Texas Oaks Baptist Church 9910 Bilbrook Place	437 Twin Oaks Branch Library 1800 South 5th St.	
340 Combined @ 332 Zilker Elementary 1900 Bluebonnet Ln.	367 Clayton Elementary School 7525 LaCrosse Ave.	415 Casey Elementary School 9400 Texas Oaks Dr.	438 Sanchez Elementary School 73 San Marcos St.	
341 Combined @ 332 Zilker Elementary 1900 Bluebonnet Ln.	368 Combined @ 324 Bee Cave City Hall 4000 Galleria Pkwy.	416 Akins High School 10701 South 1st St.	439 Cantu/Pan Am Recreation Center 2100 East 3rd St.	

Yellow Highlight = Pending Confirmation

## **Order Designating Election-Day Polling Places for the May 29, 2012 Joint Primary Election**

The Travis County Commissioners Court passed and approved a joint resolution authorizing a joint primary election, a joint primary runoff, if necessary, and a joint election services contract with the Travis County Democratic Party, the Travis County Republican Party, and the Travis County Clerk so that the clerk may supervise and conduct the Travis County Joint Primary Election on May 29, 2012.

Under Texas Election Code section 172.126(b), the Travis County Clerk shall determine whether to consolidate election precincts under Texas Election Code section 42.009 and shall designate the location of the polling place in a consolidated precinct.

As such, the Travis County Commissioners Court orders that the polling places listed in Exhibit A, which is attached and incorporated into this order, shall serve as the election-day polling places for the Travis County Joint Primary Election on May 29, 2012.

BE IT SO ORDERED ON THIS, the \_\_\_\_ day of April, 2012.

By: \_\_\_\_\_  
Honorable Samuel T. Biscoe  
Travis County Judge

\_\_\_\_\_  
Honorable Ron Davis  
Commissioner, Precinct One

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

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

\_\_\_\_\_  
Honorable Margaret Gómez  
Commissioner, Precinct Four

# **EXHIBIT A**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 10, 2012

**Prepared By/Phone Number:** Gail Fisher 854-9193

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action regarding the Memoranda of Understanding, the Primary Elections Services Contracts, and the Joint Resolution with the Democratic and Republican Parties for the May 29, 2012, Joint Primary Election and the July 31, 2012, Joint Primary Runoff Election.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Contracts signed by both parties will be delivered prior to the court date.

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

### **REQUIRED AUTHORIZATIONS:**

County Attorney: Daniel Bradford, 854-3718

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



## MEMORANDUM OF UNDERSTANDING

TO: Executive Committee of the Travis County Democratic Party, and the Executive Committee of the Travis County Republican Party

FROM: Travis County Commissioners Court

DATE: April , 2012

This Memorandum of Understanding covers the conduct of the May 29, 2012 Joint Primary Election for the Travis County Democratic Party and the Travis County Republican Party (individually, the “Party,” and together, the “Parties”). The Travis County Democratic Party and the Travis County Republican Party hereby expressly acknowledge and understand that the conduct of the Joint Primary Election is subject to the terms, conditions, and provisions set forth in their respective 2012 Primary Election Services Contract with the Travis County Elections Officer (the “Contract”), which are attached here as Exhibit A and incorporated by reference for all purposes, as well as the terms, conditions, and provisions of this Memorandum of Understanding, Texas Election Code Chapter 173 and section 172.126, all other applicable provisions of the Texas Election Code, and all applicable rules promulgated by the Texas Secretary of State’s Office regarding the conduct of the May 29, 2012 Joint Primary Election, and the July 31, 2012 Joint Primary Runoff Election, if held.

A. Applicable Law.

The Contract and this Memorandum of Understanding will be governed and interpreted under Texas law and the laws of the United States of America including, but not limited to, the provisions of the Texas Election Code.

B. Duties, Responsibilities, and Functions of County Clerk on the Specified Election Dates.

In addition to the duties, responsibilities, and functions specified in Texas Election Code Section 172.126, the Travis County Clerk, the Honorable Dana DeBeauvoir, will perform the following duties, responsibilities, and functions:

1. The County Clerk will distribute all necessary election supplies, including:
  - i. Election kits;
  - ii. Election materials and precinct boxes; and
  - iii. Voting booths.
2. The County Clerk will assemble election kits for the election judges, will transport such kits to the election supply pick-up site, and will coordinate election supply pick-up.

3. The County Clerk will be responsible for preparation, transportation, and delivery of voting booths to the polling place locations.
4. The County Clerk will be responsible for training election judges and clerks in the conduct of the Joint Primary Election. The County Clerk and the Parties will work together to arrange dates and locations of election school classes. The County Clerk will notify election judges and clerks of the dates, times, and locations of the election school classes and will arrange for a facility at which to hold such classes.
5. The County Clerk will set up polling place locations and will provide necessary telephones and computers for such locations.
6. The County Clerk will conduct election day close-out, pick-up, and records management. The County Clerk will also pick up and store all election supplies, including election materials and other election-related supplies.
7. The County Clerk will locate suitable receiving substations and will organize and manage the operation of these receiving substations. The County Clerk will recruit and train necessary personnel for such receiving substations, subject to applicable rules promulgated by the Texas Secretary of State's Office.
8. The County Clerk will locate a suitable central counting station and will manage the operation of the central counting station. In connection with the operation of the central counting station, the County Clerk will:
  - i. Train central counting station personnel;
  - ii. Arrange for site support personnel and tabulating equipment needed at the central counting station;
  - iii. Assist in the preparation of programs and test materials for the tabulation of results;
  - iv. Arrange for transportation and security of mobile ballot boxes (Pcmcia cards) to the central counting station and conduct orientation meetings for transportation and security personnel; and
  - v. Determine the physical layout of the central counting station.
9. The County Clerk will provide unofficial election returns and will prepare the final election returns prior to official canvass. Each Party will be responsible for the official canvass of its primary election.
10. On Election Day and election night, the County Clerk will operate a telephone program to answer questions from election officials and from members of the public relevant to the conduct of the Joint Primary Election.

11. On Election Day and election night, the County Clerk will operate a system of runners to deliver materials and supplies to polling place locations, receiving substations, and the central counting station.
12. The County Clerk will make preparations and arrangements at the supply operation center, 5501 Airport Boulevard, Austin, Texas 78751 for document storage. Such election records will be held by the County Clerk as the custodian of election records for the Joint Primary Election.
13. The County Clerk, as the general custodian of the election records, will be responsible for the manual count of three (3) precincts, as ordered by the Secretary of State, under Texas Election Code section 127.201. The Parties will pay for the temporary personnel needed for the manual count.
14. The County Clerk will be responsible for the inspection and testing of all electronic election equipment in accordance with applicable provisions of the Texas Election Code. The Travis County Clerk will publish legal notice of the date, time, and place of the test of the electronic tabulating equipment and will conduct such tests.
15. The County Clerk will organize and manage all early voting ballot board activities; provided, however, the presiding judge and other members of the board will be appointed under Texas Election Code Section 172.126 (c) and rules promulgated by the Texas Secretary of State regarding such appointments.
16. The Parties are responsible for all legal notices required for the Joint Primary Election, except as otherwise specifically provided in Paragraph 14 of Section B.
17. The County Clerk will be responsible for handling the payroll for both Parties, and the Parties will reimburse the County Clerk for said payroll expenses.

C. Duties, Responsibilities, and Functions of each Political Party for the Specified Election Dates.

The Travis County Democratic Party and the Travis County Republican Party, respectively, will perform the following duties, responsibilities, and functions:

1. Each Party will be responsible for the official canvass of its primary election.
2. Each Party will prepare for its run-off primary election, if such election is held, to enable or to assist the County Clerk in the conduct of her duties, responsibilities, and functions as set forth in this Memorandum of Understanding, Texas Election Code Chapter 173 and section 172.126, all other applicable provisions in the Election Code, and all applicable rules promulgated by the Texas Secretary of State's Office regarding the conduct of the May 29, 2012 Joint Primary Election and/or the conduct of the July 31, 2012 Joint Primary Runoff Election, if held.

3. Each Party will be responsible for the payment of all election costs and expenses for the conduct of the May 29, 2012 Joint Primary Election and will reimburse the County Clerk for such expenses; provided, however, the Parties will not be responsible for expenses incurred in connection with the conduct of early voting in the Joint Primary Election other than expenses relating to the printing of early voting ballots and the costs of the early voting ballot board as authorized by Texas Election Code section 173.003 Texas Administrative Code Title 1, section 81.132. Costs incurred by each Party for the conduct of the May 29, 2012 Joint Primary Election include the costs of early voting ballots, the costs of the early voting ballot board payable from each Party's primary fund, and each Party's share of the costs of conducting the May 29, 2012 Joint Primary Election on election day, election night and after the election. The Parties will share such costs on a 50/50 basis. However, the Parties will not be responsible for the costs of training election workers, or of providing materials published by the Texas Secretary of State's Office. The regular salaries of personnel regularly employed by the County may not be paid from or reimbursed to the County from the primary fund. However, such personnel will be paid from the primary fund for contractual duties performed outside normal business hours. Salaries paid to temporary election workers will be paid from the primary fund. The County Clerk may not be compensated for the performance of duties or services that she is required by statute to perform.
4. Each Party will handle all aspects of its precinct convention process and will cover all costs incurred in connection with its precinct convention.
5. Each Party will be responsible for performing the duties, responsibilities, and functions as specified in Texas Election Code chapter 173 and section 172.126, all other applicable provisions of the Texas Election Code, and all applicable rules promulgated by the Texas Secretary of State's Office regarding the conduct of the May 29, 2012 Joint Primary Election and the July 31, 2012 Joint Primary Runoff Election, if held.

D. Payment of Election Expenses.

1. The Parties will pay the County Clerk for actual expenses and charges incurred in the conduct of the May 29, 2012 Joint Primary Election as set forth in the itemized bill, which will be submitted to the Parties by the Travis County Clerk.
2. The County Clerk will provide the Parties documentation of the actual expenses and charges incurred in the conduct of the May 29, 2012 Joint Primary Election.
3. Each Party will pay the County Clerk its share of the actual expenses and charges incurred in the conduct of the July 31, 2012 Joint Primary Runoff Election, if held for that Party, as set forth in the itemized bill submitted by the County Clerk for the conduct of such election. If a Party does not hold a primary runoff election, that Party will not be expected to pay expenses incurred in the conduct of a primary runoff election. The County Clerk will provide the Parties documentation of the

actual expenses and charges incurred in the conduct of the Joint Primary Runoff Election.

4. Within thirty (30) days after receipt of the bill submitted by the County Clerk for the conduct of the May 29, 2012 Joint Primary Runoff Election, each Party will pay the County Clerk in one lump sum the total amount the Party owes the County Clerk, as specified in the bill submitted by the County Clerk, for the conduct of the Joint Primary Runoff Election; provided, however, a Party is not expected to pay for the conduct of a Joint Primary Runoff Election if such election does not involve that Party.
5. The Joint Primary Election and any Joint Primary Runoff Election will be subject to the financing provisions of Texas Election Code Chapter 173 and section 31.100 to the extent such provisions are not in conflict with the election code's Chapter 173 or applicable rules promulgated by the Texas Secretary of State's Office regarding the financing and payment for Joint Primary Elections.
6. If either Party fails to pay its share of the actual expenses and charges incurred in the conduct of the May 29, 2012 Joint Primary Election or for the July 31, 2012 Joint Primary Runoff Election, if held, as set forth in the bill(s) submitted by the County Clerk for the Joint Primary Election, or for the Joint Primary Runoff Election, if held, such failure will constitute a breach of this Agreement; and, in the event of such breach, the County and/or the County Clerk will be entitled to pursue any and all rights and remedies allowed under federal or Texas law (statutory law, case law, rules, or regulations).
7. The County Clerk is hereby authorized on behalf of both Parties to contract with third persons to obtain election services and supplies needed for the County Clerk to perform her duties, responsibilities, and functions in a Joint Primary Election and in a Joint Primary Runoff Election, if held. The County Clerk is the agent of both Parties only for purposes of contracting with third persons for election services and supplies and the resulting expenses incurred in connection therewith, such as third party claims, where such election services and supplies are needed for the County Clerk to perform her duties, responsibilities, and functions in the conduct of the Joint Primary Election and the Joint Primary Runoff Election, if held. Each Party will be responsible for paying that Party's share of all third party claims for election services and supplies obtained for the conduct of the Joint Primary Election and the Joint Primary Runoff Election, if held, regardless of whether the election services and supplies in question are obtained directly from a third person by the County Clerk or directly from a third person by a representative of the Party. Because the Parties are responsible for paying all such third party claims, Travis County and the Travis County Clerk will not be responsible for the payment of such claims and will not be liable for the payment of such claims.
8. Once the Election Officer submits to each Party Chair the Report of Estimated Expenses, which accompanies the attached Contract, each Party will be responsible

for submitting to the Texas Secretary of State all expense reports required by the Secretary of State, in accordance with applicable statutory law and rules promulgated by the Secretary of State's Office.

9. The Parties will be responsible for filing with the Texas Secretary of State's Office all of their statements, forms, and documents necessary to obtain reimbursement from the Secretary of State's Office for the Joint Primary Election and the Joint Primary Runoff Election, if held.
10. Payment to the County Clerk for conduct of the Joint Primary Election, and for conduct of the Joint Primary Runoff Election, if held, will be made by certified check to the County Clerk at the following address: The Honorable Dana DeBeauvoir, Travis County Clerk, Travis County Clerk's Office, 5501 Airport Boulevard, Austin, Texas 78751. Payment may be hand-delivered or sent by registered or certified mail in accordance with the notice provisions of this Agreement.

E. Non-Liability.

1. The performance by the County of any duties, responsibilities, functions, or obligations undertaken by the County, by and through any County officers, (elected or appointed), including but not limited to the County Clerk, or any County departments, agents, employees, invitees, or licensees in the conduct of the May 29, 2012 Joint Primary Election or in the conduct of the July 31, 2012 Joint Primary Runoff Election, if held, is expressly conditioned upon the performance by the Parties and their respective officers, agents, employees, invitees, or licensees of the duties, responsibilities, functions, and obligations undertaken by the Parties under the attached Election Services Contract, this Memorandum of Understanding, Texas Election Code chapter 173 and section 172.126, any other applicable provisions of the Election Code, or any applicable rules promulgated by the Texas Secretary of State's Office.
2. The County, its officers (elected or appointed), including but not limited to the County Clerk, its departments, agents, employees, invitees, and licensees will not be liable for failure to perform any duty, responsibility, function, or obligation undertaken by the County pursuant to the attached Election Services Contracts, this Memorandum of Understanding, Texas Election Code chapter 173 or sections 172.126 and 31.100, any other applicable provisions of the Election Code, or under any applicable rules promulgated by the Texas Secretary of State's Office, where such failure arises directly or indirectly from either Party's failure to perform the Party's duties, responsibilities, functions, or obligations pursuant to the attached Election Services Contract, this Memorandum of Understanding, Texas Election Code Chapter 173 or sections 172.126 and 31.100, any other applicable provisions in the Texas Election Code, or any applicable rules promulgated by the Texas Secretary of State's Office.

F. General Provisions.

1. Effective Date. This Memorandum of Understanding will commence on the date it is approved by the Travis County Commissioners Court. This Memorandum of Understanding will continue in full force and effect until the election expenses and charges set forth in the bill(s) submitted by the County Clerk to the Parties for the conduct of the Joint Primary Election are paid in full by the Parties and until all other payment obligations set forth in this Memorandum of Understanding have been met. Each Party's obligations under this Memorandum of Understanding will not end until that Party's share of said expenses and charges is paid in accordance with the terms, conditions, and provisions of this Memorandum of Understanding, and until all other payment obligations set forth in this Memorandum of Understanding are fully met. For purposes of this paragraph, this Memorandum of Understanding hereby incorporates by reference all the terms, conditions, and provisions set forth in Texas Election Code Chapter 173 and sections 172.126 and 31.100, all other applicable provisions of the Election Code, and all applicable rules promulgated by the Texas Secretary of State's Office regarding the conduct of the Joint Primary Election. As used in this Memorandum of Understanding, the term "Joint Primary Election" refers to both the May 29, 2012 Joint Primary Election and the July 31, 2012 Joint Primary Runoff Election, if held.
2. Amendment/Modification. The Parties to this Memorandum of Understanding may amend or modify this Memorandum of Understanding by executing a supplemental written agreement setting forth the amendment or modification. The amendment or modification will not be effective unless such amendment or modification is in writing, signed by the Parties and the County, and dated subsequent to the date of this Memorandum of Understanding.
3. Notice.
  - i. All notices sent pursuant to this Agreement will be in writing and may be hand-delivered or sent by registered or certified mail, postage pre-paid, return receipt required and delivered or mailed to the proper address as set forth below.
  - ii. Notices to the County will be given to:

Honorable Dana DeBeauvoir  
Travis County Clerk  
Travis County Clerk's Office  
5501 Airport Boulevard  
Austin, Texas 78751.

with a copy to:

Honorable David Escamilla  
Travis County Attorney  
314 West 11th Street, Suite 300

Austin, Texas 78701  
Attention: Elections - File No. 64.595

Notice to the Travis County Republican Party will be sent to:

Dr. Rosemary Edwards, County Chair or  
Ms. Michele Samuelson, Executive Director  
7901 Cameron Rd., Suite 3-202  
Austin, Texas 78754  
Phone No. (512) 617-4168

Notice to the Travis County Democratic Party will be sent to:

Mr. Andy Brown, County Chair or  
Ms. Laura Hernandez, Executive Director  
P. O. Box 684263  
Austin, Texas 78768  
Phone No. (512) 477-7500

- iii. Written notice hand-delivered will be deemed effective immediately, provided such notice is given as prescribed in this paragraph iii. Written notice sent by registered or certified mail will be deemed effective three (3) days after deposit in a U.S. Mail Box or at a U.S. Post Office, provided such notice is given as prescribed in this paragraph iii.
- iv. The parties to this Memorandum of Understanding may change their respective addresses for giving notice, by giving notice as prescribed herein.

4. Venue.

All obligations and undertakings pursuant to this Memorandum of Understanding, including the Election Services Contracts are fully performable in Travis County, Texas. Venue for any dispute between the County, including any of its officers (elected or appointed), including but not limited to the County Clerk, and the Parties regarding any matter relating to the conduct of the May 29, 2012 Joint Primary Election, or the conduct of the July 31, 2012 Joint Primary Runoff Election, if held, will lie in the appropriate courts of Travis County, Texas.

5. Entire Agreement.

- 5.1 The Agreement between the County, the County Clerk, the Travis County Republican Party, and the Travis County Democratic Party regarding the conduct of the May 29, 2012 Joint Primary Election and the conduct of the July 31, 2012 Joint Primary Runoff Election, if held, consists of the following:



- i. This Memorandum of Understanding; and
- ii. The attached Election Services Contracts

5.2 The items set forth in Section 5.1, parts i-ii, constitute the entire Agreement between the Parties hereto regarding the conduct of the May 29, 2012 Joint Primary Election and the conduct of the July 31, 2012 Joint Primary Runoff Election, if held, and supersede all prior negotiations, agreements, representations, and understandings, if any, either written or oral, between the parties hereto regarding the conduct of the Joint Primary Election and the Joint Primary Runoff Election, if held.

6. Breach.

6.1 Failure by the Parties to pay the County Clerk the sums of money owed under this Agreement, or the failure by the Parties to perform any of their other respective duties, responsibilities, functions, or obligations under this Agreement will constitute a breach of this Agreement; and, in the event of such breach, the County and/or the County Clerk will be entitled to pursue any and all rights and remedies allowed under federal and/or Texas statutory law, case law, regulations, or rules in order to remedy such breach.

6.2 Failure by the County or the County Clerk to perform any of their respective duties, responsibilities, functions, or obligations as set forth in this Agreement will constitute a breach of this Agreement; and, in the event of such breach, the Parties will be entitled to pursue any and all rights and remedies allowed under federal and/or Texas statutory law, case law, regulations, or rules in order to remedy such breach. This Paragraph 6.2 will not be construed to waive the County's sovereign immunity, and the County hereby retains all of its affirmative defenses.

6.3 In the event either Party breaches its duties or obligations as set forth in this Memorandum of Understanding, the attached Contract, Texas Election Code Chapter 173 or section 172.126, any other applicable provision of the Election Code, or in any rule promulgated by the Texas Secretary of State's Office affecting payment to the County Clerk under this Agreement or affecting the performance by the political Party of any of its other duties, responsibilities, functions, or obligations under this Agreement, the County and/or the County Clerk will be entitled to pursue any and all rights and remedies allowed under federal and/or Texas statutory law, case law, regulations, or rules in order to remedy such breach; and failure by the County and/or the County Clerk to pursue any rights or remedies to which it may be entitled or the partial exercise by the County or the County Clerk of any rights or remedies to which it may be entitled will not constitute a waiver by the County or the County Clerk of such breach or of any subsequent breach of this Agreement; and no action, inaction, or

representation, either written or oral, by any official, agent, representative, employee, or election worker of the County and/or the County Clerk will be considered a waiver by the County or the County Clerk of such breach or of any subsequent breach of this Agreement.

6.4 In the event the County or the County Clerk breach any of their respective duties, responsibilities, functions, or obligations set forth in this Memorandum of Understanding, the attached Contract, Texas Election Code Chapter 173 or section 172.126, any other applicable provisions of the Election Code, or any applicable rule promulgated by the Texas Secretary of State's Office regarding conduct of the May 29, 2012 Joint Primary Election or conduct of the July 31, 2012 Joint Primary Runoff Election, the political Party affected will be entitled to pursue any and all rights and remedies allowed under federal and/or Texas statutory law, case law, regulations, or rules in order to remedy such breach; and, failure by either Party to pursue any rights or remedies to which that Party may be entitled, or that Party's partial exercise of any rights or remedies to which it may be entitled will not constitute a waiver by that Party of such breach or of any subsequent breach of this Agreement; and, no action, inaction, or representation, either written or oral, by any official, agent, representative, employee, or election worker of the Party will be considered a waiver by that Party of such breach or of any subsequent breach of this Agreement. This Paragraph 6.4 will not be construed to waive County's sovereign immunity; and County hereby retains all of its affirmative defenses.

6.5 As used in this Memorandum of Understanding, the term "Agreement" refers to this Memorandum of Understanding, the Election Services Contracts attached hereto, the provisions of Texas Election Code Chapter 173 and sections 172.126 and 31.100, all other applicable provisions of the Election Code, and all applicable rules promulgated by the Texas Secretary of State's Office regarding the conduct of the May 29, 2012 Joint Primary Election and the conduct of the July 31, 2012 Joint Primary Runoff Election, if held.

7. Force Majeure.

In the event the performance by the County or the County Clerk of any of its duties, responsibilities, functions, or obligations as set forth in this Agreement, is delayed by an occurrence, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct by a jurisdiction other than the County, or an act or conduct of any person or persons not privy to this Agreement or not under the control of the County, then the County and the County Clerk will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects of such occurrence on the performance of the obligation(s) in question.

8. Gender and Number.

As used in this Memorandum of Understanding, a masculine, feminine, or neuter gender, and a singular, or plural number will each be deemed to include the others, unless the context indicates otherwise.

9. Other Instruments.

The County, the County Clerk, the Travis County Democratic Party, and the Travis County Republican Party agree that they will execute all other instruments and any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement, as set forth in this Memorandum of Understanding, the attached Election Services Contracts, Texas Election Code Chapter 173 and sections 172.126 and 31.100, all other applicable provisions of the Election Code, and all applicable rules promulgated by the Texas Secretary of State's Office.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**TRAVIS COUNTY**

By: \_\_\_\_\_  
Honorable Samuel T. Biscoe  
Travis County Judge

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

By: \_\_\_\_\_  
Honorable Dana DeBeauvoir  
Travis County Clerk

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

**TRAVIS COUNTY DEMOCRATIC PARTY**

By: \_\_\_\_\_  
Andy Brown, County Chair

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

**TRAVIS COUNTY REPUBLICAN PARTY**

By: \_\_\_\_\_  
Dr. Rosemary Edwards, County Chair

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

**2012 PRIMARY ELECTION SERVICES CONTRACT  
WITH THE COUNTY ELECTIONS OFFICER  
STATE OF TEXAS, COUNTY OF TRAVIS**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Travis County \_\_\_\_\_ Party, acting by and through the Chair of its County Executive Committee, \_\_\_\_\_, (“Party”) and Dana DeBeauvoir, County Election Officer of Travis County, Texas (“Contracting Officer”) under the authority of Section 31.092(b), Texas Election Code, and relating to the conduct and supervision of the Travis County \_\_\_\_\_ Party’s Primary Election on May 29, 2012( the “election”), and the Travis County \_\_\_\_\_ Party’s Runoff Primary Election, if necessary, on July 31, 2012 (the “runoff election”).

**THIS CONTRACT** is subject to the written approval of the Texas Secretary of State and is not binding on the parties until such written approval is obtained.

**THIS CONTRACT** is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

**1. Duties and Services of the Contracting Officer.** The Contracting Officer will be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election:

- 1.1 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.2 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools.
- 1.3 Program, or arrange to have programmed, the ballot.
- 1.4 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, Texas Election Code.

- 1.5 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.6 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the Election Day polling places, and transport them (or arrange to have them transported) to and from the early voting locations and at the Election Day polling places.
- 1.7 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.8 Obtain voter registration lists from the voter registrar to be used during early voting and on Election Day.
- 1.9 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff election.
- 1.10 If requested by the Party, prepare the unofficial tabulation of precinct results on Election Night in accordance with Section 172.113, Texas Election Code.
- 1.11 Submit Election Night Returns (ENR) electronically to the Texas Secretary of State in the form requested by the Texas Secretary of State.
- 1.12 If requested by the Party, prepare and submit to the Texas Secretary of State an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the office of U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

**2. *Duties and Services of the Party.*** The Party will be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965 for the election and runoff election.
- 2.2 As soon as possible after January 1, 2012, in accordance with Sections 42.002(a)(3), 42.009 and 43.003, Texas Election Code, determine whether there will be a consolidation of county voting precincts for the election and the runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them.

- 2.3 Appoint a presiding and an alternate judge for each Election Day polling place, a presiding judge for the central counting station, and a presiding judge for the early voting ballot board and promptly provide the names and contact information to the Contracting Officer. (It is the responsibility of the presiding judges to appoint the appropriate number of election clerks.)
- 2.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 2.5 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 2.6 As soon as possible after January 4, 2012 (or in the case of a runoff election, after May 29, 2012) to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than 45 days before the Election Dates for the election and the runoff election, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot.
- 2.7 Supervise the overall conduct of the election in the county, including the tabulation of results as set forth in Section 31.092(d), Texas Election Code.

### **3. *Compensation, Billing, and Payment.***

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party will pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100 and Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies, newspaper notice publication, use of voting machines and equipment, wages and salaries of the central counting station personnel, programming the ballot, logic and accuracy testing, and voting machines and equipment transportation.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party will pay the Contracting Officer a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in 3.1 above and (ii) for the Contracting Officer's fee as described



in 3.2 above. The Contracting Officer will use his/her best efforts to submit the invoice within 45 days after the runoff election.

3.4 The Contracting Officer's invoice will be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party dispute any portion of the invoice, the Party will notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

3.5 A cost estimate for the election and the runoff election is attached to and made a part of this contract as Exhibit A.

4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county will not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the DRE voting equipment, as set forth in the administrative rules promulgated by the Texas Secretary of State.

5. **Voting System.** The voting system to be used in the election and runoff election is the HartIC eSlate system.

6. **Acknowledgement of Shared Election.** The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(d), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places and the cost of ballot programming with the other political party. It is not the intent of this paragraph to establish a joint primary under Section 172.126, Texas Election Code, but to allow the Party and the other political party in connection with their Primary Elections to share services, facilities, and equipment, and the cost thereof, when it is appropriate, efficient, and economical to do so.

7. **General Provisions.**

7.1 Nothing contained in this contract will authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.

7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

- 7.3 The Contracting Officer will file copies of this contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Travis County, Texas.
- 7.4 Only the actual expenses directly attributable to the contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the Texas Secretary of State under Chapter 173, Texas Election Code.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice will be made to these individuals:

For the Contracting Officer:

*Name:* Gail Fisher

*Mailing Address:* PO Box 149325  
Austin, Texas 78714-9325

*Tel.:* (512) 854-9193

*Fax:* (512)854-9175

*Email:* gail.fisher@co.travis.tx.us

For the Party:

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

*Mailing Address:* \_\_\_\_\_

\_\_\_\_\_

*Tel.:* \_\_\_\_\_

*Fax:* \_\_\_\_\_

*Email:* \_\_\_\_\_

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

\_\_\_\_\_

Dana DeBeauvoir

Travis County Clerk

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

The Party

\_\_\_\_\_

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

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

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

The State of Texas                                    §  
County of Travis                                    §

Before me, the undersigned authority, on this day personally appeared Dana DeBeauvoir known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

The State of Texas                                    §  
County of \_\_\_\_\_                                    §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**APPROVED:**

Texas Secretary of State

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**JOINT RESOLUTION FOR JOINT PRIMARY ELECTION**

The Travis County Democratic Party and the Travis County Republican Party desire to enter into a Joint Primary Election Services Contract with the Travis County Clerk, Dana DeBeauvoir, as the Election Officer. The Travis County Commissioners Court desires to authorize this Contract. Furthermore, this resolution’s approval and the conduct of the Joint Primary Election is governed by Texas Election Code Chapter 173 and section 172.126, all other applicable provisions of the Texas Election Code, and all applicable rules promulgated by the Texas Secretary of State.

**NOW, THEREFORE,** be it resolved by the Commissioners Court of Travis County, Texas, that:

The commissioners court authorizes a Joint Primary Election and a Joint Contract by and among Andy Brown, County Chair, Travis County Democratic Party; Dr. Rosemary Edwards, County Chair, Travis County Republican Party; and the Honorable Dana DeBeauvoir, Travis County Clerk and Election Officer of Travis County, Texas, for the conduct and supervision of the Travis County Joint Primary Election on Tuesday, May 29, 2012, and the Travis County Joint Primary Runoff Election, if held, on Tuesday, July 31, 2012.

**PASSED AND APPROVED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

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

\_\_\_\_\_  
Ron Davis, Commissioner  
Precinct 1

\_\_\_\_\_  
Sarah Eckhardt, Commissioner,  
Precinct 2

\_\_\_\_\_  
Karen Huber, Commissioner  
Precinct 3

\_\_\_\_\_  
Margaret Gómez, Commissioner  
Precinct 4

**TRAVIS COUNTY DEMOCRATIC PARTY**

**TRAVIS COUNTY REPUBLICAN PARTY**

By: \_\_\_\_\_  
Andy Brown, County Chair

By: \_\_\_\_\_  
Dr. Rosemary Edwards, County Chair

**COUNTY ELECTION OFFICIAL:**

By: \_\_\_\_\_  
Dana DeBeauvoir, County Clerk



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 10, 2012

**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 Session of March 27, 2012.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

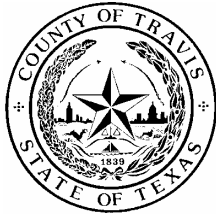
### **STAFF RECOMMENDATIONS:**

### **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](mailto: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, March 27, 2012 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 March 27, 2012, 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 regarding two street name assignments for private easements off Hamilton Pool Road to be known as "Imagine Way" and "Foxtrot Lane" in Precinct Three. (Commissioner Huber) (Action Item #21)

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

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)  
 Larry Wood, Travis County Resident  
 Gayla Dembkowski, GIS Specialist, TNR  
 Lisa Rhoden, Travis County Resident

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

2. Receive comments regarding the draft Colorado River Corridor Plan and recommended amendments in Precincts One and Four. (Commissioners Davis and Gómez)

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

Members of the Court heard from:

Steve Manilla, County Executive, TNR  
Randy Nicholson, Comprehensive Planning Manager, TNR  
Richard McDonald, Travis County Resident  
Jon White, Natural Resources Program Manager, TNR  
Charles Williams, Conservation Coordinator, TNR  
Ronnie Gjemre, Travis County Resident

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

**Citizens Communication**

Members of the Court heard from:

Ronnie Gjemre, Travis County Resident  
Randy Pimpler, Travis County Resident  
Dr. John K. Kim, Travis County Resident

**Special Item**

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

**RESULT:** **ADDED TO CONSENT**

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

**Resolutions and Proclamations**

4. Approve Proclamation recognizing the retirement of Lieutenant Richard Gruetzner after 39 years of service in the Travis County Sheriff's Office.

Members of the Court heard from:

Greg Hamilton, Travis County Sheriff  
Richard Gruetzner, Lieutenant, Travis County Sheriff's Office (TCSO)  
Sidney Parker, President, Travis County Sheriff's Office Law Enforcement Association  
Jim Sylvester, Chief Deputy, TCSO

**MOTION:** Approve the Proclamation in Item 4.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Health and Human Services Dept. Items**

5. Receive update from Health and Human Services & Veterans Service and Ray Marshall Center on the 2011 evaluation of workforce development investments.



Members of the Court heard from:

Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)  
Dr. Chris King, Director, Ray Marshall Center  
Tara Smith, Research Associate, Ray Marshall Center  
Lawrence Lyman, Research and Planning, TCHHS&VS

**RESULT: DISCUSSED**

6. Consider and take appropriate action regarding the Austin/Travis County Health and Human Services Department, effective April 1, 2012:
  - a. Reappointment of Philip P. Huang, M.D., M.P.H, as Health Authority; and
  - b. Designation of Paul Hinchey, M.D., Birch Duke Kimbrough, M.D., and Jose G. Cabanas, M.D., each individually, as an alternate Health Authority.

**RESULT: ADDED TO CONSENT**

7. Consider and take appropriate action on a request from Travis County Health and Human Services and Veterans Service to use grant money from the Children's Continuum to send staff from partner agencies to a two-day training in Austin, Texas.

**RESULT: ADDED TO CONSENT**

#### **Planning and Budget Dept. Items**

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

**RESULT: ADDED TO CONSENT**

*Clerk's Note: The County Judge noted that by approving Item 8 the Court authorized a transfer of \$7,500.00 for the Travis County Historical Commission as a local grant match.*

9. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
  - a. Revised resolution for the Trauma Informed Assessment and Response Program with the Office of the Governor, Criminal Justice Division and Juvenile Probation Department; grantor requested revised wording from the application approved by Court on February 21, 2012;
  - b. Revised application for the Eagle Resource Project with the Office of the Governor, Criminal Justice Division, and Juvenile Probation Department; grantor requested revised performance measures and resolution wording from the application approved by Court on February 21, 2012;
  - c. Contract with the Texas Historical Commission to receive National Park Service resources on behalf of the Travis County Historical Commission for public outreach and educational curricula for the Ransom and Sarah Williams Farmstead Project in South Travis County;
  - d. Contract with the Corporation for National and Community Service to continue the Coming of Age Program in the Health and Human Services & Veterans Service Department; and

- e. 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 Fiscal Year 2012 agreement is fully executed.

**RESULT:           ADDED TO CONSENT**

- 10. Consider and take appropriate action regarding process to fill Budget Director, Planning and Budget vacancy.

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)

**MOTION:**           Approve Item 10.  
**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Samuel T. Biscoe, Judge  
**SECONDER:**       Margaret J. Gómez, Commissioner  
**AYES:**           Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The County Judge noted that by approving Item 10 the Court has authorized the County Executive of PBO to post the position internally.*

### **Administrative Operations Items**

- 11. 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 \$654,180.98 for the period of March 9 to March 15, 2012.

**RESULT:           ADDED TO CONSENT**

- 12. Consider and take appropriate action on the following items for Human Resources Management Department (HRMD):

- a. Proposed routine personnel amendments; and
- b. Non-routine request from Travis County Sheriff's Office for a variance to Travis County Code § 10.03008, Promotion.

**RESULT:           ADDED TO CONSENT**

- 13. Consider and take appropriate action regarding compensation issues, including:
  - a. Revised recommendations from HRMD and unresolved issues from departments related to the job analysis project conducted by HRMD during Fiscal Year 2011-12 and other compensation recommendations;

*Clerk's Note: The Court discussed the resolved issues covered on pages 3 through 7 of the report submitted to the Court.*

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS  
Diane Poirot, Director, Human Resources Management Department (HRMD)  
Todd Osburn, Compensation Manager, HRMD  
Travis Gatlin, Budget Analyst, PBO  
Dana DeBeauvoir, Travis County Clerk  
Danny Hobby, County Executive, Travis County Emergency Services  
Carol Guthrie, Senior Labor Relations Officer, American Federation of State, County

and Municipal Employees (AFSCME)  
Olie Pope, Veteran's Service Officer, TCHHS&VS  
Carlotta Valdez Leavy, Senior HR Analyst, HRMD

**MOTION:** Approve the re-grading of the resolved compensation issues on pages 3 to 7 of the report.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed Chief Deputy County Clerk (Slot 2).*

Members of the Court heard from:  
Diane Poirot, Director, HRMD  
Travis Gatlin, Budget Analyst, PBO  
Dana DeBeauvoir, Travis County Clerk  
Carlotta Valdez Leavy, Senior HR Analyst, HRMD

**MOTION:** Permanently link the Chief Deputy, County Clerk to the same pay grade as the Chief Deputy, Tax Assessor Collector.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed Pretrial Manager (multiple slots).*

Members of the Court heard from:  
Todd Osburn, Compensation Manager, HRMD  
Rosie Ramon Duran, Assistant Director, Pretrial Services  
Irma Guerrero, Division Director, Pretrial Services  
Travis Gatlin, Budget Analyst, PBO

**MOTION:** Place these positions at a grade 21.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed TCHHS&VS Contract Compliance Specialist (Slot 185).*

Members of the Court heard from:  
Sherri Fleming, County Executive, TCHHS&VS  
Diane Poirot, Director, HRMD  
Todd Osburn, Compensation Manager, HRMD

**RESULT:** **DISCUSSED**

*Clerk's Note: The Court noted that this item will be brought back within the next 30 days for further discussion.*

*Clerk's Note: The Court discussed Associate Judges/Magistrate Judges (multiple slots).*

Members of the Court heard from:  
Diane Poirot, Director, HRMD

**MOTION:** Review the Associate Judges/Magistrate Judges with the Elected Officials during the FY 2013 Budget Cycle.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed the financial impact of reclassification on departmental budgets.*

Members of the Court heard from:  
Travis Gatlin, Budget Analyst, PBO  
Leroy Nellis, Budget Manager, PBO  
Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** To transfer funds from Allocated Reserve to cover the cost of the reclassifications in order to comply with the April 1, 2012 deadline, ask departments to look internally for the funding, and reimburse the Allocated Reserve from salary savings if the departments cannot locate the funding.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed the financial impact of the increase for temporary employees.*

Members of the Court heard from:  
Travis Gatlin, Budget Analyst, PBO

**RESULT:** **DISCUSSED**

- b. Employees not covered by the market survey, including Purchasing Office, Auditor's Office, employees on the Peace Officer Pay Scale and Elected Officials (FY 2013); and

Members of the Court heard from:  
Travis Gatlin, Budget Analyst, PBO  
Diane Poirot, Director, HRMD  
Todd Osburn, Compensation Manager, HRMD

**MOTION:** Approve Item 13.b set aside 3.5% for these categories in the FY 2013 Budget.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- c. Outstanding issues from Compensation Policy Report and general schedule for follow-up action.

*Clerk's Note: The Court discussed replacing Dusty Knight, former Chief Deputy, Tax Assessors Collector's Office, on the Compensation Committee.*

Members of the Court heard from:  
Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** Appoint Tina Morton, Acting Tax Assessor Collector to the Compensation Committee.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed the representation of HRMD and PBO on the Compensation Committee.*

Members of the Court heard from:  
Sherri Fleming, County Executive, TCHHS&VS  
Diane Poirot, Director, HRMD  
James Collins, Senior Chief Deputy, County Attorney's Office, and Chair, Compensation Committee

**MOTION:** Charge the Committee with updating its membership roster and bringing recommendations to the Commissioners Court.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed next steps after the Compensation Committee updates its membership roster.*

**MOTION:** Charge the Compensation Committee with identifying and recommending a performance evaluation system for the Commissioners Courts consideration and approval; and hold any action on performance based pay pending that recommendation.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed career ladders.*

Members of the Court heard from:  
Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** Authorize the Compensation Committee to study career ladders.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed the Compensation Policy Report.*

Members of the Court heard from:  
Sherri Fleming, County Executive, TCHHS&VS  
James Collins, Senior Chief Deputy, County Attorney's Office  
Diane Poirot, Director, HRMD

**MOTION:** Accept the modified recommendations of the Compensation Committee with the recommended 3.5% costing change, and provisionally adopt the new Compensation Policy.  
**MOVER:** Sarah Eckhardt, Commissioner

*Clerk's Note: The Motion died for lack of a Second.*

**RESULT: DISCUSSED**

**Reset for: 4/3/2012**

**Purchasing Office Items**

14. Approve Modification No. 2 To Contract No. PS100259RV, Sentinel Lavaca Management Corporation, for property management services.

**RESULT: ADDED TO CONSENT**

15. Approve Modification No. 5 To Contract No. 09K00058LP, Joe Bland Construction, for Howard Lane I Project.

**RESULT: ADDED TO CONSENT**

16. Reject bids received for IFB NO B120084-NB, erosion control materials, seed and sod.

**RESULT: ADDED TO CONSENT**

17. Approve Modification No. 5 To Interlocal No. IL000065EF, Capital Area Rural Transportation, for community transit services.

**RESULT: POSTPONED**

**Reset for: 4/3/2012**

18. Approve contract award for asphalt based pavement crack sealant, IFB No. B120124-LD, to the low responsive bidder, Crafcot Texas.

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

**MOTION:** Approve Item 18.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

19. Approve Modification No. 6, an Assignment of Contract No. CM110091SW from INX, Inc. to INX, LLC, a wholly owned subsidiary of Presidio Networked Solutions, Inc.

**RESULT: ADDED TO CONSENT**

20. Approve Modification No. 3 To Contract No. MA070380LC, Hamer Enterprises, for a license and maintenance agreement for EJustice Software System.

**RESULT: ADDED TO CONSENT**

## Transportation and Natural Resources Items

21. Consider and take appropriate action on two street name assignments for private easements off Hamilton Pool Road to be known as "Imagine Way" and "Foxtrot Lane" in Precinct Three.  
(Commissioner Huber)

Members of the Court heard from:

Gayla Dembkowski, GIS Specialist, TNR  
Larry Wood, Travis County Resident

**RESULT: POSTPONED**

**Reset for: 4/3/2012**

22. Consider and take appropriate action on the following requests in Precinct Three:
- a. The Reserve at Lynnbrook final plat (a small lot subdivision) (final plat - 35 total lots [34 single family residential lots and one drainage/greenbelt/open space lot] - 11.563 acres - City of Austin ETJ); and
  - b. A subdivision construction agreement between Travis County and Lynnbrook Reserve Ltd.  
(Commissioner Huber)

**RESULT: ADDED TO CONSENT**

23. Consider and take appropriate action on resolution dedicating land for cemetery purpose for the new Travis County Cemetery located at 14510 Wells School Road.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS  
Mary Etta Gerhardt, Assistant County Attorney

**MOTION:** Approve the Resolution in Item 23.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

24. Consider and take appropriate action on the following requests in Precinct Two:
- a. Accept and improve 950 feet of Michael's Cove in River Cove subdivision; and
  - b. License agreement with River Cove Home Owners Association for landscape improvements. (Commissioner Eckhardt)

**RESULT: ADDED TO CONSENT**

## Other Items

25. Receive annual update from Capital Metro.

Members of the Court heard from:

Linda Watson, President, Capital Metro  
Beverly Silas, Board Member, Capital Metro  
Ronnie Gjemre, Travis County Resident

**RESULT: DISCUSSED**

- 26. Consider and take appropriate action on acceptance of a donation of \$10,000 from the Downtown Austin Alliance for the District Attorney's Office.

**RESULT: ADDED TO CONSENT**

- 27. Consider and take appropriate action on request to cover travel expenses for election experts.

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

**MOTION:** Approve Item 27.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**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*

- 28. Consider and take appropriate action on economic development agreement with Apple, Inc.<sup>1 and 5</sup>

*Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann 551.087, Economic Development Negotiations.*

Members of the Court heard from:  
 Todd Wroblewski, Travis County Resident  
 Mary Etta Gerhardt, Assistant County Attorney  
 Leroy Nellis, Budget Manager, PBO  
 Katie Peterson-Gipson, Budget Analyst, PBO

**MOTION:** Direct Staff to prepare a draft agreement for the Court's consideration Tuesday, April 3, 2012.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. Gómez

- 29. Receive briefing from County Attorney and take appropriate action regarding ozone event center and Rickye Henderson claim.<sup>1</sup>



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

**MOTION:** Reject the offer.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. Gómez

30. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas Legislature.<sup>1</sup>

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

**RESULT: DISCUSSED**

*Clerk's Note: The County Judge noted that by taking no action the Commissioners Court has decided not to appeal the matter.*

31. Consider and take appropriate action regarding performance of and compensation and future assignments for Leroy Nellis, current Budget Director/former Interim County Executive of Planning and Budget.<sup>3</sup>

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

**MOTION:** That we approve the assignments with the added language by the Court of "other duties as assigned" and that we return Mr. Nellis's salary back to his salary as Budget Director, PBO.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. Gómez

32. Consider and take appropriate action on acquisition of a conservation easement in the Wilbarger Creek watershed.<sup>1 and 2</sup>

*Judge Biscoe announced that Item 32 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**

33. Receive legal briefing and take appropriate action regarding draft letter to Circuit of the Americas and Formula One covering outstanding issues related to County permit requirements, including but not limited to the following:
- a. The Mass Gatherings Act;
  - b. Improvements to Elroy, McAngus and Kellam roads;
  - c. Proposed public safety plan;
  - d. Proposed traffic management plan; and

e. Other related issues.<sup>1</sup>

*Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

Members of the Court heard from:  
Todd Wroblewski, Travis County Resident  
David Escamilla, Travis County Attorney

*Clerk's Note: The County Judge noted that this item will be reposted week to week so that the Court can respond in a timely manner to issues as they arise.*

**RESULT: DISCUSSED** **Reset for: 4/3/2012**

**Consent Items**

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

**MOTION:** Approve the following Consent Items: C1–C2 and Agenda Items 3, 6.a–b, 7, 8, 9.a–e, 11, 12.a–b, 14, 15, 16, 19, 20, 22.a–b, 24.a–b, and 26.  
**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 the Commissioners Court Minutes for the Voting Session of March 13, 2012.

**MOTION:** Approve Item C3.  
**RESULT:** **APPROVED [4 TO 0]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez  
**ABSTAIN:** Sarah Eckhardt

**Added Items**

- A1. Discuss and take appropriate action on the Slaughter Lane Participation Agreement. (Executive Session under 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:** Ask Legal to proceed to work with the City of Austin and the developer and put together a draft agreement for the Court's consideration.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. 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:** April 10, 2012

**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 Minutes for the Voting Session of March 27, 2012.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

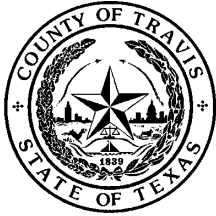
**STAFF RECOMMENDATIONS:**

**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](mailto: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, March 27, 2012 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 March 27, 2012, 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:** Pay the claims and make the investments in Item 1.  
**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

2. Approve the Bee Cave Road District No. 1 minutes for the Voting Session of March 13, 2012.

**MOTION:** Approve Item 2.  
**RESULT:** **APPROVED [4 TO 0]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez  
**ABSTAIN:** Sarah Eckhardt

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge



## **Travis County Commissioners Court Agenda Request Travis County Health Facilities Development Corporation**

**Meeting Date:** April 10, 2012

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget/854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:** Consider and take appropriate action to approve Notice of Redemption for the Corporation's Revenue Bonds (Westminster Manor Project) Series 2009 and authorize the Corporation's offices to execute Notice.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116;  
Leroy Nellis, Budget Manager, Planning and Budget/854-9066

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



**NAMAN HOWELL  
SMITH & LEE<sup>PLLC</sup>**  
ATTORNEYS AT LAW

*MEMORANDUM*  
*from*  
**William C. Blount**

(512) 479-0300  
Fax (512) 474-1901  
*E-mail: blount@namanhowell.com*

**TO:** Board of Directors of Travis County Health Facilities Development Corporation

**DATE:** April 5, 2012

**RE:** Redemption of 2009 Bonds issued for Westminster Manor

**Agenda Date:** April 10, 2012

Westminster Manor has requested that the Corporation execute the attached Borrower Request for Optional Redemption of the Bonds issued in 2009, the proceeds of which were loaned to Westminster Manor.

This will pay off debt with Westminster's funds and so my recommendation is that the Board approve execution of the Notice by Judge Biscoe as President of the Corporation.

Please give me a call if you have any questions regarding this matter before Tuesday.

**cc:** Andrea Shields



**BORROWER REQUEST FOR OPTIONAL REDEMPTION**

March 28, 2012

Travis County Health Facilities Development Corporation, as Issuer  
314 W. 11<sup>th</sup> Street, Room 540  
Austin, Texas 78701

The Bank of New York Mellon Trust Company,  
National Association, as Trustee  
601 Travis Street, 16<sup>th</sup> Floor  
Houston, Texas 77002  
Attention: Global Corporate Trust

Ladies and Gentlemen:

In accordance with *Sections 3.02 and 11.02* of the Bond Indenture of Trust and Security Agreement dated as of December 1, 2009 (the "*Indenture*"), between the Travis County Health Facilities Development Corporation (the "*Issuer*") and The Bank of New York Mellon Trust Company, National Association, as Bond Trustee (the "*Bond Trustee*"), securing the Issuer's Revenue Bonds (Westminster Manor Project) Series 2009 (the "*Bonds*"), Westminster Manor (the "*Borrower*") hereby exercises its option to redeem such Bonds in the amount of \$13,351,000 on April 9, 2010 (the "*Redemption Date*") at a Redemption Price of par plus accrued interest to the Redemption Date.

Per the Letter Agreement dated as of February 27, 2012, Frost National Bank, American Bank, N.A., and IBERIABANK as sole legal owners of the Bonds have waived their rights to receive notice of redemption from the Bond Trustee as required under Section 11.04 of the Indenture. Furthermore, Westminster Manor agreed to provide written notice of the exercise of its option to redeem Bonds to the Bond Trustee and the sole legal owners of the Bonds 10 days prior to the Redemption Date.

All capitalized terms used but not defined herein have the meanings ascribed to such terms by the Indenture.

Best Regards,

AGREED:

Westminster Manor  
as Borrower  
Brian Robbins  
Executive Director

Travis County Health Facilities Development  
Corporation as Issuer  
Name:  
Title:

4100 JACKSON AVENUE, AUSTIN, TEXAS 78731

P: 512-454-4643 • WWW.WESTMINSTERMANOR.ORG • F: 512-454-1389





**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION  
IDENTIFICATION OF SWAP FOR WESTMINSTER MANOR**

Solely for the purposes of satisfying the requirements of Sections 1.148-4(h)(2)(viii) of the United States Treasury Regulations (the "*Regulations*"), the Travis County Health Facilities Development Corporation (the "*Issuer*") hereby identifies on its books and records to be maintained for its Revenue Bonds (Westminster Manor Project) Series 2009 (the "*Bonds*"), the interest rate swap transaction (the "*Swap*"), entered into on February 23, 2010, between The Frost National Bank (the "*Counterparty*") and Westminster Manor (the "*Borrower*"), and amended on \_\_\_\_\_, 2012 (the "*Amendment Date*"). The terms of the Swap are more particularly described in the confirmation attached hereto and made a part hereof for all purposes, and they reflect that:

1. The Swap was entered into primarily to modify the risk of interest rate changes with respect to the Bonds; and

2. The Swap does not contain a significant investment element. Payments under the Swap are periodic payments within the meaning of Section 1.446-3 of the Regulations.

The Issuer reasonably expects, based on representations by the Borrower, that:

3. The Swap, as originally entered into on February 23, 2010, covered all the Bonds, which were issued on December 30, 2009, with an aggregate issue price of \$23,400,000 and a final maturity of December 1, 2013. The Bonds were issued for the governmental purpose of financing the acquisition, construction, improvement, renovation, equipping, and/or furnishing of facilities for elder housing and care, nursing care, and other health facilities. The Issuer identified the Swap on its books and records maintained for the Bonds on February 23, 2010.

4. On the Amendment Date, the Borrower and the Counterparty amended the terms of the Swap to take into account the anticipated optional redemption of the Bonds. The Swap, as amended, will cover all the Bonds outstanding on the date hereof. Solely for purposes of satisfying the Treasury Regulations in the event the amended Swap were deemed to be entered into for federal tax purposes on the Amendment Date, the Issuer is hereby re-identifying the Swap on its books and records maintained for the Bonds within three days of the Amendment Date.

5. The Swap is primarily interest based. The Bonds bear interest at a variable rate per annum equal to the lesser of (a) 65% of the London InterBank Offered Rate (LIBOR) for three months (90 days) plus 2.64% (264 basis points) per annum and (b) the maximum non-usurious rate of interest per annum permitted by applicable law. Therefore, each of the Bonds is a variable rate debt instrument within the meaning of Section 1.1275-5 of the Regulations.

6. Payments from the Counterparty under the Swap closely correspond in time to the interest payments due on the Bonds.

7. Taking into account all payments to be made and received under the Swap as additional payments on and receipts from the Bonds, the resulting Bonds would be substantially similar to fixed rate bonds.

8. Payments to the Counterparty will be made from the same source of funds that, absent the Swap, would be used to pay principal of and interest on the Bonds.

Nothing in this identification shall be construed as a representation or warranty that the expectations of the Issuer described herein will be realized.

Executed this \_\_\_ day of \_\_\_\_\_, 2012.

**TRAVIS COUNTY HEALTH  
FACILITIES DEVELOPMENT  
CORPORATION**

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

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

**EXHIBIT A**  
**CONFIRMATION**