



## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 19, 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 proclamation to officially welcome home all Iraq War Veterans and invite all Travis County and neighboring county residents to the Welcome Home Iraq Veterans Parade, Ceremony, and Job and Resource Fair.

**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.

WHEREAS, the war in Iraq lasted 9 years and claimed the lives of 418 Texans; and

WHEREAS, December 2011 marks the time when the United States completed its troop pull out of Iraq; and

WHEREAS, the U.S. Department of Labor has reported that the unemployment rate for veterans who served on active duty in the U.S. Armed Forces at any time since September 2001 was 12.1 percent in 2011; and

WHEREAS, Travis County joins a growing list of communities of St. Louis, Houston, Richmond, Virginia, Tucson, Arizona, and Austin, Texas, in honoring all of those dedicated individuals who exhibited bravery and sacrifice to support and defend our country, our freedom and our way of life;

NOW, THEREFORE BE IT PROCLAIMED THAT THE TRAVIS COUNTY COMMISSIONERS COURT DOES HEREBY OFFICIALLY WELCOME HOME ALL IRAQ WAR VETERANS ON JULY 7, 2012, AND INVITES ALL TRAVIS COUNTY CITIZENS AND RESIDENTS OF NEIGHBORING COUNTIES TO JOIN THE COURT IN HONORING THE MEMBERS OF OUR MILITARY AND OUR VETERANS BY ATTENDING THE PARADE, CEREMONY, AND JOB AND RESOURCE FAIR ON SAID DAY.

SIGNED AND ENTERED THIS \_\_\_\_\_ DAY OF JUNE, 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:** June 19, 2012

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

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

A handwritten signature in black ink, appearing to read "Donald W. Ward".

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Villages of Hidden Lake, Section 6B-1 – Precinct One.

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

Villages of Hidden Lake, Phase 6B-1 was recorded on January 27, 2012 at document #201200022. This subdivision has been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within this subdivision have been inspected by a Registered Accessibility Specialist and found to be in substantial compliance with the Texas Architectural Barriers Act. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Villages of Hidden Lake, Phase 6B-1 is accessed from Silent Harbor Loop, a street maintained by Travis County. This action will add a total of 0.10 miles to the Travis County road system.

### **STAFF RECOMMENDATIONS:**

TNR staff recommends approval of the proposed motion.

### **ISSUES AND OPPORTUNITIES:**

N/A.

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

N/A.

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**ATTACHMENTS/EXHIBITS:**

- TNR Approval Letter
- List of Streets
- Requirements for Approval
- RAS Letter
- Location Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561

**CC:**

Stacey Scheffel	Program Manager	TNR Permits	854-7565
Lucious Henderson	Inspector	Development Services	854-7757

**SM:AB:ps**  
**1101 - Development Services - Villages of Hidden Lake, Phase 6B-1**



**TRANSPORTATION & NATURAL RESOURCES**

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

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

**APPROVAL OF CONSTRUCTION**

**DATE: May 14, 2012**

**DEVELOPER:**

Buffington Capital Holdings, Inc.  
Attn: Chris Fields  
3600 N. Capital of Texas Hwy  
Building B, Suite 170  
Austin, TX 78746

**ENGINEER:**

Mike Fisher, P.E.  
Baker-Aicklen and Associates, Inc.  
507 W. Liberty Avenue  
Round Rock, TX 78664

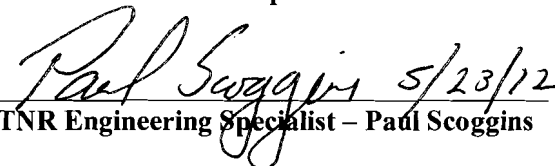
**SUBJECT: Villages of Hidden Lakes, Phase 6B-1**

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction will enter into a one (1) year Performance Period, which will start at the time of approval by Travis County's Commissioners Court. Prior to the end of this Period, Travis County will re-inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, actions which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

**All items have been received**

BY:  05-14-12  
TNR Construction Inspector - Lucious Henderson

 5/23/12  
TNR Engineering Specialist - Paul Scoggins

1102 fiscal file  
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION  
 Mapsco No. 439P

Villages of Hidden Lake, Phase 6B-1

Pct.# 1  
 Atlas No. O-11

VILLAGES OF HIDDEN LAKE, PHASE 6B-1 WAS RECORDED AT DOCUMENT #201200022 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 1/27/12

TWO STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Jennie Marie Drive	NW corner of Lot 2, Blk PP NE to cul-de-sac	334.47	0.06	50'	HMAC	28' F-F	YES
2	Ripple Pond Way	Silent Harbor Loop NW to Jennie Marie Drive	175	0.03	50'	HMAC	28' F-F	YES
Total Footage/Mileage			509.47	0.10				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 13

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMEN

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

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-2 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT 1.

0.10 MILES BE ACCEPTED BY

19-Jun-12  
 DATE

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

*Don W. Ward*  
 Don W. Ward, PE  
 Division Director  
 Road & Bridge

DATE APPROVED BY COMMISSIONERS COURT



**TRANSPORTATION & NATURAL RESOURCES**

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

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

***Village of Hidden Lakes, Section 6B-1***  
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION**  
**PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS**  
**AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 5/10/12      **1.** Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA            **2.** Construction Summary Report, **if in COA ETJ, signed** by COA inspector. §82.604(c)(1)
- 5/10/12      **3.** Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 5/10/12      **4.** Reproducible Plans, certified as "**Record Drawings**" or "**As Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TNR will calculate      **5.** Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA            **6. If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 5/8/12  
Common Area      **7. If applicable**, a letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 5/14/12      **8.** A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.
- 5/23/12      **9.** Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA            **10. If applicable**, a License Agreement (**If there are private improvements in Public ROW**).

**ALTURA SOLUTIONS, L.P.**  
Accessibility & Compliance Consultants

(512) 569-1424

3800 N. Lamar, #730-146, Austin, TX 78756

April 7, 2012

Chris L. Fields  
Land Development Manager  
BUFFINGTON CAPITAL HOLDINGS, LLC  
3600 N. Capital of Texas Hwy, Bldg. B, Suite 170  
Austin, Texas 78746

**Re: Villages of Hidden Lake Section 6B-1  
Compliance with the Texas Accessibility Standards**

Dear Mr. Fields,

This report presents the findings of the on-site inspection for the Villages of Hidden Lake Section 6B-1 compliance with the Texas Accessibility Standards (TAS).

An inspection of the residential subdivision was conducted on April 7, 2012. The field inspection included the review of existing elements:

- Common Sidewalks
- Curb Ramps
- Crosswalks

All of the elements listed above were found to be in compliance with the Texas Accessibility Standards. Attached is the list and location of sidewalk and curb ramps that were inspected.

Please feel free to contact me at (512) 569-1424 or at [jel@alturasolutionslp.com](mailto:jel@alturasolutionslp.com) to discuss how Altura Solutions can help with your accessibility needs.

Sincerely,



Jesús Lardizábal, RAS 1051  
President

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Villages of Hidden Lake Section 6B-1

Inspection for TAS Compliance

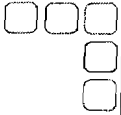
All existing sidewalks and curb ramps were found to be TAS compliant. Below are the elements inspected for TAS compliance:

**Ripple Pond Way and Silent Harbor Loop intersection**

- Two curb ramps
- Sidewalk segments tying into existing sidewalks
- The crosswalk providing access across Ripple Pond Way

**Ripple Pond Way and Jennie Marie Drive intersection**

- Four curb ramps
- The crosswalk providing access across Ripple Pond Way
- The crosswalk providing access across Jennie Marie Drive at the curb ramps



**DELIVERED BY EMAIL**

May 23, 2012

Michael Fisher, P.E.  
Baker-Aicklen and Associates, Inc.  
507 W. Liberty Avenue  
Round Rock, Texas 78664

Re: Villages of Hidden Lake Phase 6B-1  
Water and Wastewater Infrastructure Improvement Acceptance

Dear Mr. Fisher,

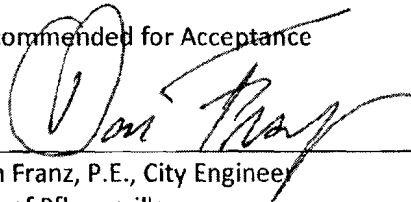
This letter serves to inform you that the City of Pflugerville Engineering Department has completed an inspection of the water and wastewater improvements and received the record drawings, Engineer's Concurrence Letter, and 2-year maintenance bond for the Villages of Hidden Lake Phase 6B-1 project. To the best of our knowledge, the water and wastewater improvements for the project locally known as Villages of Hidden Lake Phase 6B-1 were constructed in accordance with the project plans and specifications. The water and wastewater public infrastructure improvements associated with the Villages of Hidden Lake Phase 6B-1 Trails project are hereby officially accepted on behalf of the City of Pflugerville.

If you have any questions, please contact me at 990-6341.

Sincerely,

  
\_\_\_\_\_  
Lonnie Reed, Senior Construction Inspector  
City of Pflugerville

Recommended for Acceptance

  
\_\_\_\_\_  
Dan Franz, P.E., City Engineer  
City of Pflugerville

- cc: Amy Giannini, E.I.T., Engineering Associate, City of Pflugerville
- Amy Good, Assistant Finance Director, City of Pflugerville
- James Wills, Public Works Director, City of Pflugerville
- Wiley Webb, Utility Superintendent, City of Pflugerville
- Blake Overmyer, Building Official, City of Pflugerville
- Sven Griffin, GIS Coordinator, City of Pflugerville
- James Bowlin, Parks and Recreation Director, City of Pflugerville
- Chuck Hooker, Chief of Police, City of Pflugerville
- Brandon Wade, P.E., City Manager, City of Pflugerville
- Trey Fletcher, AICP, Assistant City Manager

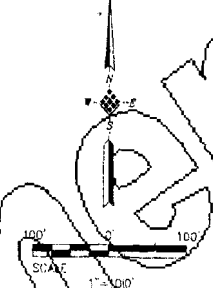
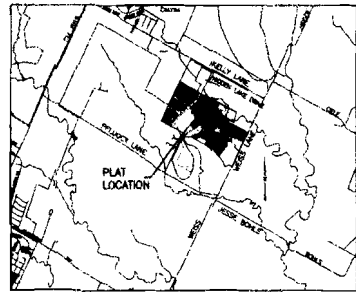
2012.00022

1/27/12

\$ 65.00

PHOTODUPLICATION

**FINAL PLAT**  
**THE VILLAGES OF HIDDEN LAKE, PHASE 6B-1- FINAL PLAT**  
**3.009 ACRES IN GEORGE M. MARTIN SURVEY NO. 9**  
**ABSTRACT NO. 529**  
**TRAVIS COUNTY, TEXAS**



MARK	DETA	ADJUST	LENGTH	BEARING	AREA
C1	82.876	0.000	20.00	N 89° 52' 30\"/>	

LEGEND	
	SIDEWALK
	LOT LINES
	BOUNDARY
	RIGHT OF WAY
	PROPOSED CENTERLINE
	ADJACENT PROPERTY
	EXISTING EASEMENT
	PROPOSED EASEMENT
	INDICATES BLOCK DESIGNATION
	FOUND 1/2" IRON ROD W/ CAP
	IRON ROD SET W/ CAP MARKED "PATE END"
	CONCRETE MONUMENT SET
	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
	POINT OF BEGINNING
	PUBLIC UTILITY EASEMENT

STREET NAME	LINEAR FOOTAGE	5'-X-10' WIDTH
JENNIE WARNE DRIVE	334.47'	50'
PIPPLE POND WAY	115.00'	50'
<b>TOTAL</b>	<b>449.47'</b>	

TOTAL AREA OF SITE 3.009 ACRES  
 TOTAL AREA OF STREETS 0.09 ACRES  
 TOTAL AREA OF BLOCKS 2.30 ACRES  
 TOTAL NUMBER OF BLOCKS 1  
 TOTAL NUMBER OF RESIDENTIAL LOTS 7  
 TOTAL NUMBER OF EASEMENT/LANDSCAPE LOTS 0  
 TOTAL NUMBER OF PARKLAND LOTS 0

**OWNERS:** BUFFINGTON LAND MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER  
 CONTACT: CHRIS FIELDS  
 ADDRESS: 3600 CAPITAL OF TEXAS HWY  
 BUILDING B, SUITE 170  
 AUSTIN, TEXAS 78746  
 PHONE NUMBER: (512) 737-2825

**ENGINEER:** PATE ENGINEERS, INC.  
 CONTACT: TERRI CRAUFORD, P.E.  
 ADDRESS: 7801 CAPITAL OF TEXAS HWY,  
 SUITE 350  
 AUSTIN, TEXAS 78737  
 PHONE NUMBER: (512) 340-0800  
 FAX NUMBER: (512) 340-0604

**SURVEYOR:** PATE SURVEYORS  
 CONTACT: DAVID ELZY R.P.L.S.  
 ADDRESS: 7801 CAPITAL OF TEXAS HWY,  
 SUITE 350  
 AUSTIN, TEXAS 78731  
 PHONE NUMBER: (512) 340-0600  
 FAX NUMBER: (512) 340-0604

**DISTRICT:** NORTHEAST TRAVIS COUNTY UTILITY DISTRICT  
 ADDRESS: 6500 BLUFFSTONE COVE,  
 SUITE R104  
 AUSTIN, TEXAS 78759

**PATE ENGINEERS**  
 7801 N. Capital of Texas Hwy, Suite 350 Austin, TX 78737  
 Phone: (512) 340-0800

PROJECT: THE VILLAGES OF HIDDEN LAKE PHASE 6B-1

SHEET: FINAL PLAT

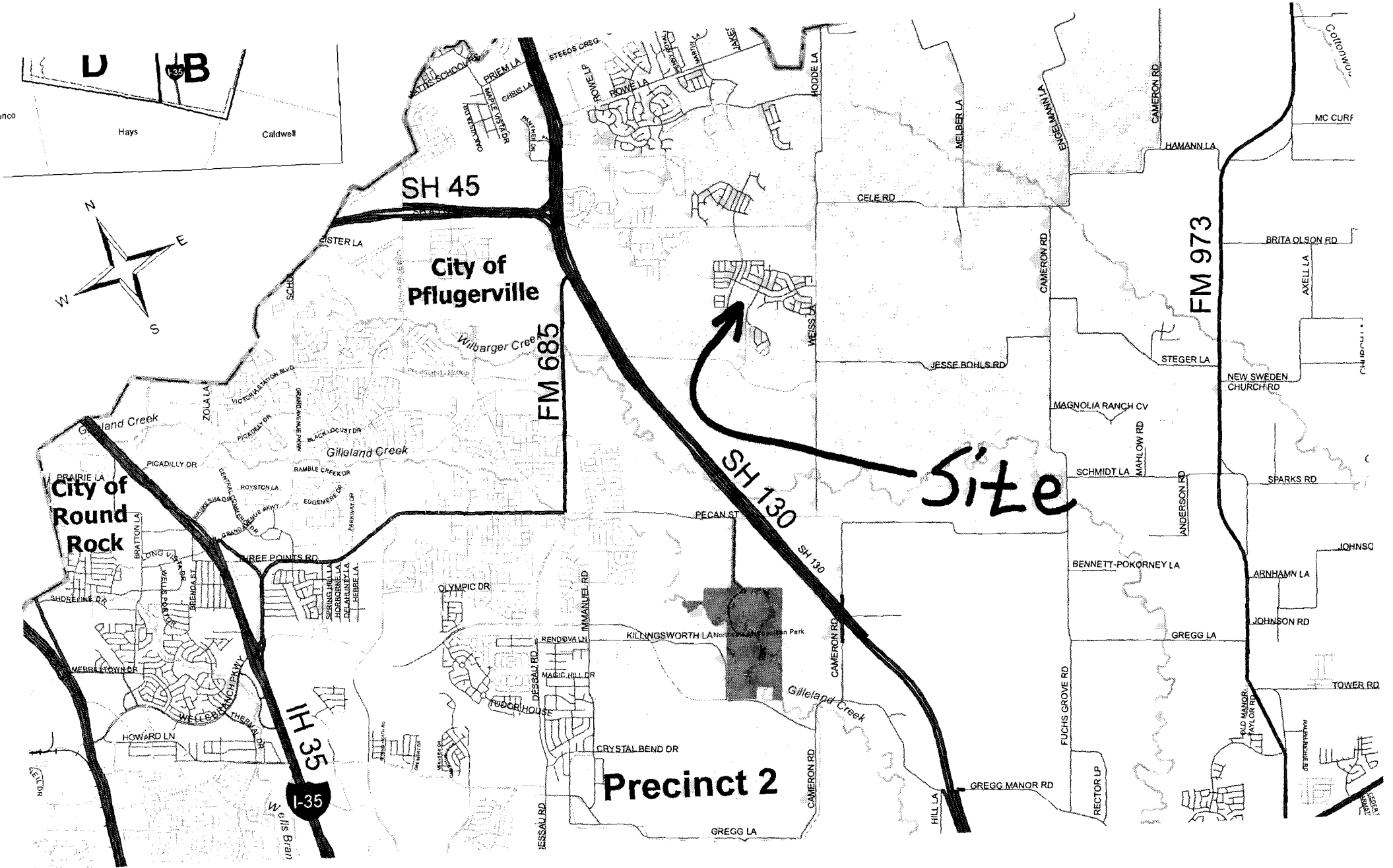
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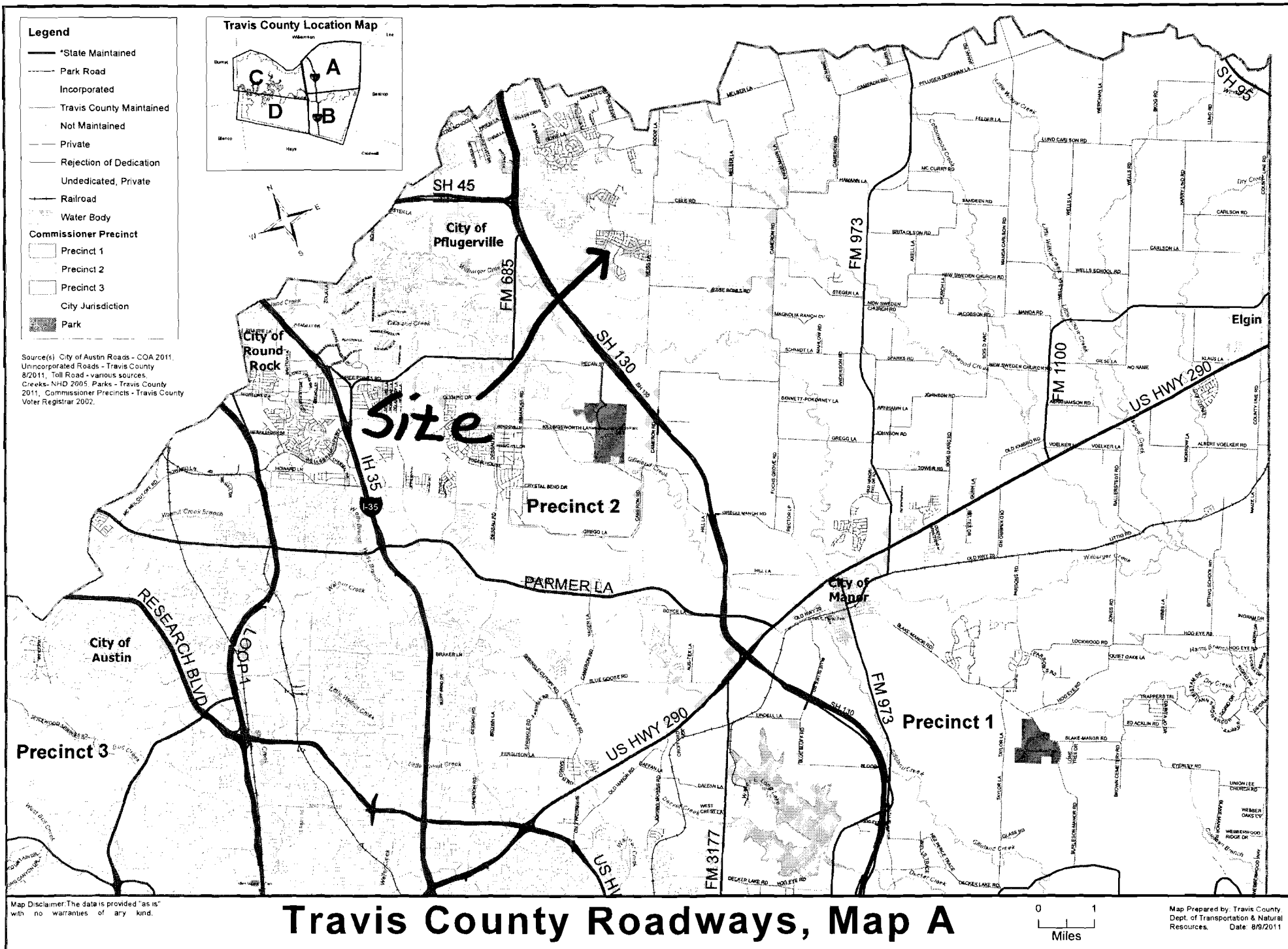
REVISIONS

NO.	DATE	REVISIONS

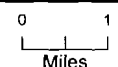
PATE PROJECT NO. 117400110

SHLER





# Travis County Roadways, Map A





## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 19, 2012

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

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

**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 \$1,150,995.87, for the period of June 1 to June 7, 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 \$1,150,995.87.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$1,150,995.87

### 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:** June 19, 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:** June 1, 2012 to June 7, 2012

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,150,995.87

**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 \$1,150,995.87.

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**  
**JUNE 1, 2012 TO JUNE 7, 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: June 19, 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: June 1, 2012  
 TO: June 7, 2012

**REIMBURSEMENT REQUESTED: \$ 1,150,995.87**

**SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:**

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,974,971.92
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: June 12, 2012	\$ (821,261.32)
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>\$ 1,150,995.87</b>
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 1,150,995.87</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 \$113,030.61) 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 (\$160,243.49) 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. Claims that have exceeded the limit will be reimbursed by Sun Life effective November 1, 2011. Cumulative fiscal year stop loss reimbursements by Sun Life total \$101,059.41.

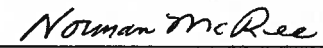
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

  
 Diane Poirot, Director, HRMD Date 6/8/12

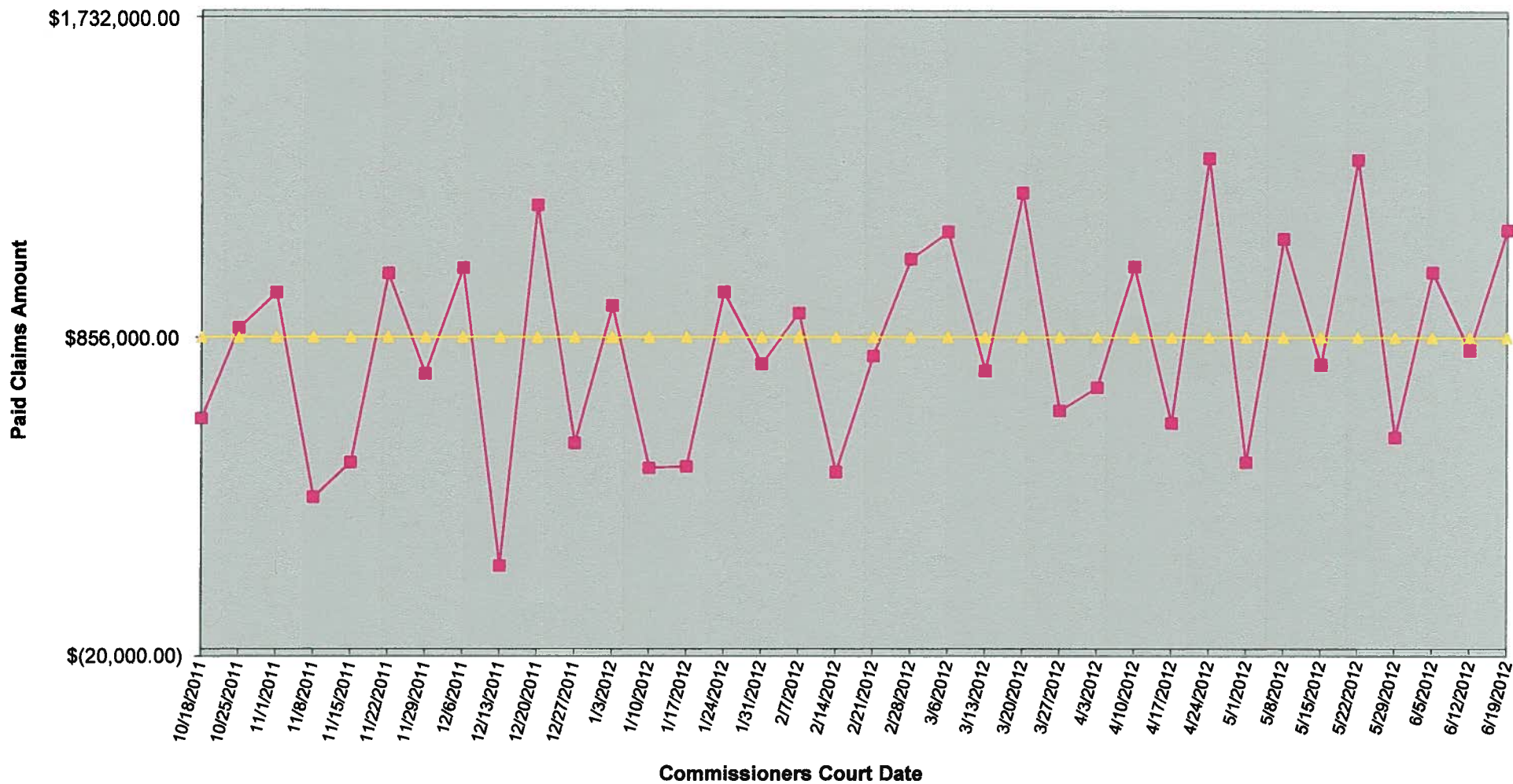
  
 Dan Mansour, Risk Manager Date 6/8/12

  
 Cindy Purinton, Benefit Contract Administrator Date 6/8/12

  
 Norman McRee, Financial Analyst Date 6/8/12

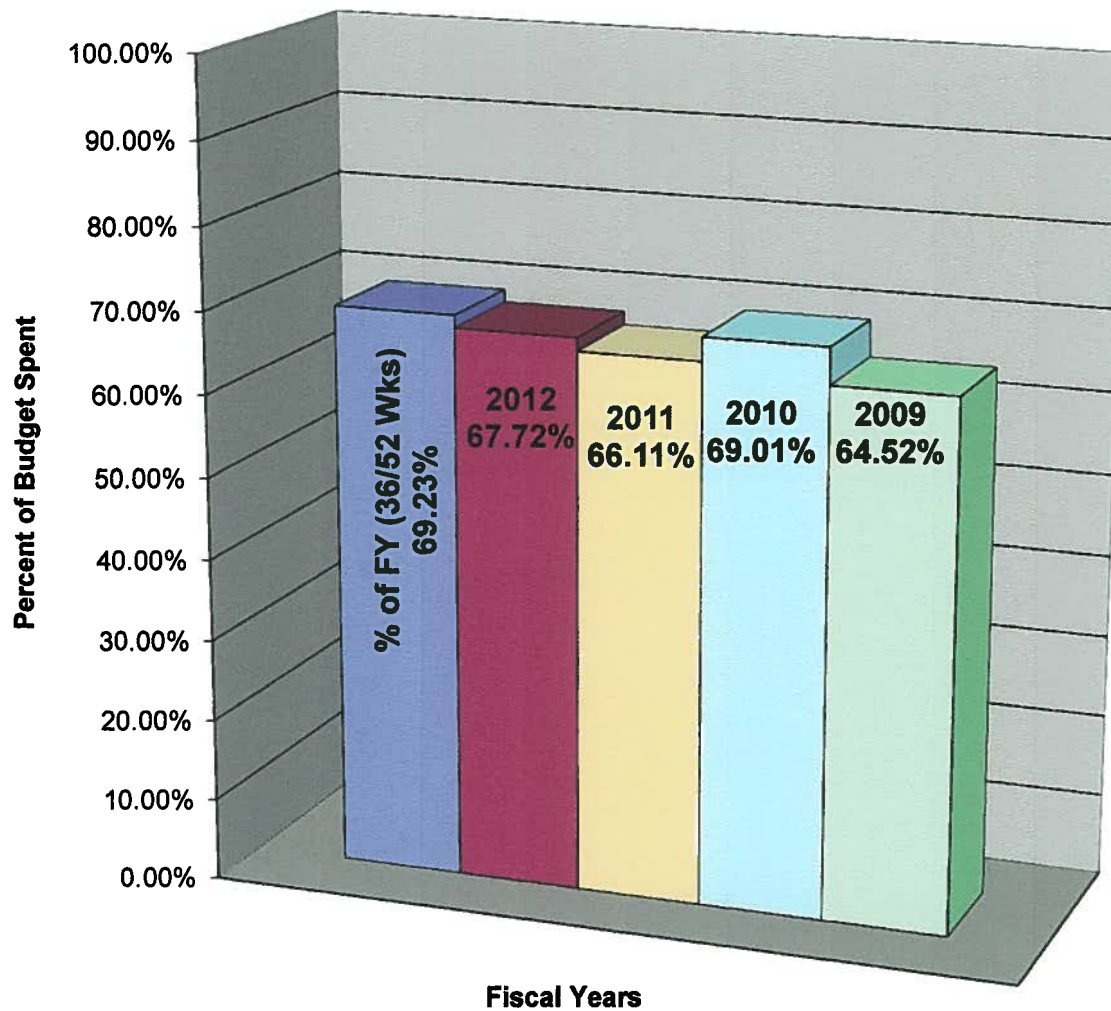
\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

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





### Comparison of Claims to FY Budgets Week 36



**Norman McRee**

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**From:** SIFSAX@UHC.COM  
**Sent:** Friday, June 08, 2012 12:37 AM  
**To:** Norman McRee  
**Subject:** UHG FUNDING NOTIFICATION

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: 2012-06-08 REQUEST AMOUNT: \$1,974,971.92

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-06-07 \$1,198,695.46  
 - REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00  
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,469,345.54

+ CURRENT DAY NET CHARGE: \$505,626.38  
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,974,971.92

ACTIVITY FOR WORK DAY: 2012-06-01

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$36,749.67	\$00.00	\$36,749.67
<b>TOTAL:</b>	<b>\$36,749.67</b>	<b>\$00.00</b>	<b>\$36,749.67</b>

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

For the payment week ending: 06/07/2012

<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: **6/7/2012**

<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>101,843.17</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>27,143.32</b>
Total CEPO		<b>\$128,986.49</b>
<b><i>EPO</i></b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>188,095.51</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>32,158.34</b>
Total EPO		<b>\$220,253.85</b>
<b><i>PPO</i></b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>733,001.95</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>68,753.58</b>
Total PPO		<b>\$801,755.53</b>
Grand Total		<b>\$1,150,995.87</b>

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012\_06\_07

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	-276	QG	91016898	AH		8	50	6/4/2012	6/7/2012
701254	632	-279.24	A1	46987	AH		8	200	6/8/2012	6/7/2012
701254	632	-328.13	A1	60010	AH		11	200	6/8/2012	6/7/2012
701254	632	-364.62	A1	60118	AH		6	200	6/8/2012	6/7/2012
701254	632	-388.6	A1	80269	AH		6	200	6/8/2012	6/7/2012
701254	632	-388.6	A1	31346	AA		5	200	6/8/2012	6/7/2012
701254	632	-388.6	A1	39605	AH		1	200	6/8/2012	6/7/2012
701254	632	-410.49	A1	30972	AH		1	200	6/8/2012	6/7/2012
701254	632	-429.72	A1	18328	AE		8	200	6/8/2012	6/7/2012
701254	632	-480.26	A1	53909	AE		16	200	6/8/2012	6/7/2012
701254	632	-614.53	A1	60009	AH		11	200	6/8/2012	6/7/2012
701254	632	-803.88	A1	60078	AH		5	200	6/8/2012	6/7/2012
701254	632	-1023.87	A1	59875	AA		4	200	6/8/2012	6/7/2012
701254	632	-1102.4	A1	59894	AA		1	200	6/8/2012	6/7/2012
701254	632	-1123.42	A1	43818	AE		5	200	6/8/2012	6/7/2012
701254	632	-1308.76	A1	79682	AH		9	200	6/8/2012	6/7/2012
701254	632	-1370.03	A1	58775	AA		48	200	6/8/2012	6/7/2012
701254	632	-1544	R2	8518440	AE		9	50	6/7/2012	6/7/2012
701254	632	-2531.59	A1	48725	AH		1	200	6/8/2012	6/7/2012

1,150,995.87





## Travis County Commissioners Court Agenda Request

**Meeting Date:** 6/19/2012

**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

*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 – 6.

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.



# HRMD

*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

**June 19, 2012**

**ITEM # :**

**DATE:** June 8, 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

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

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 6.**

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)

**WEEKLY PERSONNEL AMENDMENTS --- ROUTINE**

**NEW HIRES**

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 5	17	Deputy Constable**	61 / Step 3 / \$46,080.53	61 / Step 3 / \$46,080.53
Constable 5	46	Deputy Constable**	61 / Step 1 / \$44,291.10	61 / Step 1 / \$44,291.10
County Atty	167	Victim Counselor Sr Part-time	17 / Level 1 / \$20,404.80	17 / Level 1 / \$20,404.80
Criminal Justice Planning	64	Legal Secretary	15 / \$35,646.76	15 / \$35,646.76
Sheriff	454	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
TNR	33	GIS Analyst*	18 / Level 6 / \$50,024.00	18 / Level 6 / \$50,024.00

\* Temporary to Regular

\*\* Actual vs Authorized

**TEMPORARY APPOINTMENTS**

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Constable 5	20011	Office Asst	10 / \$11.87	10 / \$11.87	02
County Atty	20024	Victim Counselor	16 / \$17.80	16 / \$17.80	02
District Atty	20039	Office Spec	12 / \$13.59	12 / \$13.59	02
District Atty	20047	Law Clerk II	19 / \$21.80	19 / \$21.80	02
District Atty	50054 (Second Job)	Attorney III	25 / \$32.80	25 / \$32.80	05
JP Pct 1	20010	Court Clerk I	13 / \$15.00	13 / \$15.00	02
Probate Court	20001 (Second Job)	Law Clerk I	15 / \$16.64	15 / \$16.64	02
TNR	20076	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20090	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20092	Park Tech I	8 / \$11.00	8 / \$11.00	02

**\*\*Temporary Status Type Codes:** (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>PBO</b>	Slot 20023 / Financial Analyst Sr / Grade 20 / \$27.25	<b>PBO</b>	Slot 50023 / Financial Analyst Sr / Grade 20 / \$27.25	Status changed from Temporary Worker (02) to Project Worker (05).

<b>CAREER LADDERS – NON POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Juvenile Probation</b>	203	Juvenile Probation Ofcr I* / Grade 15	Juvenile Probation Ofcr II / Grade 16	\$36,770.03	\$38,608.53	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Juvenile Probation</b>	Slot 37 / Financial Analyst Sr / Grade 20 / \$67,250.35	<b>Juvenile Probation</b>	Slot 458 / Accountant Ld / Grade 21 / \$70,612.86	Promotion. Pay is between midpoint and max of pay grade.
<b>Juvenile Probation</b>	Slot 101 / Administrative Asst II / Grade 15 / \$38,253.49	<b>Juvenile Probation</b>	Slot 103 / Legal Secretary / Grade 15 / \$38,253.49	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Sheriff</b>	Slot 816 / Sergeant Corrections / Grade 88 / \$85,772.96	<b>Sheriff</b>	Slot 68 / Sergeant Corrections / Grade 88 / \$85,772.96	POPs lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 1594 / Accountant / Grade 17 / \$49,442.85	<b>TNR</b>	Slot 383 / Fleet Svcs Coord / Grade 21 / \$55,057.60	Promotion. Pay is between min and midpoint of pay grade.
<b>Tax Collector</b>	Slot 33 / Tax Spec I / Grade 13 / \$30,438.51	<b>Tax Collector</b>	Slot 39 / Tax Spec II / Grade 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 39 / Tax Spec I* / Grade 13 / \$32,264.13	<b>Tax Collector</b>	Slot 33 / Tax Spec I / Grade 13 / \$32,264.13	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>* Actual vs Authorized</b>				

THIS SECTION LEFT BLANK INTENTIONALLY.



<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Juvenile Probation</b>	Slot 103 / Legal Secretary / Grade 15 / \$40,117.94	<b>Juvenile Probation</b>	Slot 101 / Administrative Asst II / Grade 15 / \$40,117.94	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 232 / Juvenile Probation Ofcr III / Grade 17 / \$39,615.06	<b>Juvenile Probation</b>	Slot 518 / Juvenile Probation Ofcr III / Grade 17 / \$39,615.06	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Pretrial Services</b>	Slot 34 / Pretrial Ofcr I* / Grade 16 / \$39,134.66	<b>Pretrial Services</b>	Slot 76 / Pretrial Ofcr II* / Grade 17 / \$41,091.39	Promotion. Pay is between min and midpoint of pay grade.
<b>Pretrial Services</b>	Slot 76 / Pretrial Ofcr III / Grade 18 / \$44,722.77	<b>Pretrial Services</b>	Slot 34 / Pretrial Ofcr III / Grade 18 / \$44,722.77	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 68 / Sergeant Corrections / Grade 88 / \$85,772.96	<b>Sheriff</b>	Slot 816 / Sergeant Corrections / Grade 88 / \$85,772.96	POPs lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Actual vs Authorized</b>				

<b>AD HOC CLASSIFICATION CHANGES</b>							
		<b>Current</b>			<b>HRMD Recommends</b>		
<b>Dept.</b>	<b>Slot #</b>	<b>Auth Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>
<b>Constable 5</b>	<b>72*</b>	Court Clerk I / 13746	NE	13	Constable Sergeant Succession / 64XXX	NE	64
<b>HHS</b>	<b>78</b>	Social Svcs Asst / 11811	NE	11	Office Spec / 12798	NE	12

**Departments request reclassification of vacant slots in order to meet departmental needs. PBO has confirmed funding available. \*Succession slot ending 09/30/12\***

**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:** June 19, 2012, Voting Session

**Prepared By:**

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

John Rabb, HRMD, 854-2742 *AR*

Diane Poirot, HR Director 854-9165 *DP*

Leslie Browder, County Executive-PBO  
854-8679 *LB*

Judge Biscoe

**Sponsors:**

## AGENDA LANGUAGE:

Consider and take appropriate action on the following employee healthcare items for Fiscal Year 2013 plan year, effective October 1, 2012.

- A. Discuss and approve contribution levels for Travis County Employee Health Plan for FY 13
- B. Discuss and approve FY 13 Health Benefit plan design changes
- C. Discuss and approve defaulting of employees that do not complete entire open enrollment process to Employee Only CEPO coverage and Employee Basic Life

## BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

### **TRAVIS COUNTY EMPLOYEE BENEFIT PLAN FY 13 PLAN YEAR RENEWAL**

On February 16, 2012, HRMD Benefits Staff as well as Management staff throughout the County were presented with the Plan Executive Report from United Healthcare. This Executive Report provided an analysis of the prior plan year costs, claim experience, plan trends and high dollar cost drivers. In March of 2012, Milliman, the plan actuary, provided HRMD Benefits Staff with the initial actuary report indicating a higher than expected trend, driven by the high claim cost on the Travis County EPO Health Plan. After analyzing all of the available information, HRMD Benefits Staff recognized the need for plan design changes to mitigate future over-utilization of benefits by increasing out-of-pocket expenses and moderate increase in premiums.

Choosing to make no benefit design changes, Option 1, to the FY 12 benefit levels for the EPO, or PPO and Co-Insured EPO plans, would have required a \$4.48 million increase to the County Contribution. This was not a viable option as it would not have addressed the adverse trend reported in the EPO plan.

HRMD Benefits Staff presented the Benefits Committee with its analysis, the latest available actuary data, and several plan options. The Benefits Committee recognized that increased funding will be required from the County, employees and retirees for FY 13 health plan. This will only be the second time in the last six years that the plan has required a rate increase. The most recent increase was in FY 11 and the last time before that was for FY 07. The Benefit Committee recognized the limited availability of resources in FY 13 and the need to further refine the plan to promote long term stability. The Benefits Committee discussed and weighed all of the various options carefully resulting in the recommendation of Option 2, which appears below, for approval. The recommended



increases required from the County, employees and retirees have been minimized by the recommended plan design changes in order to balance reasonable contribution costs and out of pocket expenses.

**Option 1 (Status Quo – No Plan Design Changes)**

If no benefit plan design changes are made, the increase in contributions is as follows:

- County Contribution Increase of \$4,476,082 is based on:
  - 7.68% increase for Active employees,
  - 6.96% increase for Retirees under 65,
  - 6.21% increase for Retirees 65 and older
  - Anticipated new retirees added to the plan during FY 13.
- Employee Contribution Increase
  - 6.82% rate increase paid by Active employees
  - 6.68% rate increase paid by under 65 Retirees
  - 6.60% rate increase paid by Retirees 65 and older

The Benefits Committee carefully weighed this option, however this option was not recommended given the cost implications to the County and the employees.

**Option 2 (Recommended Plan)**

With the recommended benefit plan design changes outlined in Attachment 3, the increase in contributions is as follows:

- County Contribution Increase of \$3,549,854 is based on:
  - 5.68% increase for Active employees,
  - 4.95% increase for Retirees under 65,
  - 3.97% increase for Retirees 65 and older
  - Anticipated new retirees added to the plan during FY 13.
- Employee Contribution Increase
  - 4.63% rate increase paid by Active employees
  - 4.63% rate increase paid by under 65 Retirees
  - 5.00% rate increase paid by Retirees 65 and older

The FY 13 cost to the County for Option 2 is approximately \$926,000 less than Option 1. PBO has included the cost for Option 2 in their planning parameters for the FY 13 budget process. This option was recommended since the committee felt that this solution struck a balance between what was affordable for FY 13 and continues to address long-term cost considerations including the over utilization of certain benefit plan features.

## **BENEFIT ACTION ITEM INFORMATION AND STAFF RECOMMENDATIONS:**

### **A. Discuss and approve contribution levels for Travis County Employee Health Plan for FY 13**

- **Attachment 1** - Summary of the contribution levels required for employees and the County with no plan design changes - **Option 1**
- **Attachment 2** – Summary of contribution levels required for employees and the County with recommended plan design changes – **Option 2**
- **Attachment 3** – Active Employee FY 13 Contributions
- **Attachment 4** – Under 65 Retiree FY 13 Contributions
- **Attachment 5** – 65 and Over Retiree FY 13 Contributions
- **Attachment 6** – Recommended FY 13 Plan Design Changes

**Recommendation: Approve employee and county contribution levels as proposed in Option 2**

### **B. Review and approve FY 13 Health Benefit plan design changes**

- Attachment 3 contains the **proposed plan design changes** used to determine rates in **Option 2**

**Recommendation: Approve benefit plan changes as shown in Option 2**

### **C. Approve defaulting of employees that do not complete entire open enrollment process to Employee Only CEPO coverage and Employee Basic Life**

**Recommendation: Approve**

**Note: this is the last open enrollment using County Open Enrollment system, next year it will be done on the SAP system, and the processes will be different.**

## **ISSUES AND OPPORTUNITIES:**

Staff believes that employee education will continue to be key to the success of the health plan program on an ongoing basis. If the employees respond and take ownership of the this on-going education, collectively plan participants can reduce the rate of future increases to the pharmacy and medical plan and empower participants to be good healthcare consumers on an ongoing basis.

HRMD Benefits Staff continues to monitor and follow the legislative process for the Patient Protection and Affordable Care Act (PPACA). Plan design changes are not in conflict with the provisions in the Act.

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

The fiscal impact to the FY 13 budget for the recommended Option 2 to the General Fund is \$3,549,584. PBO believes that this amount can be accommodated within the available resources for FY 13.

**REQUIRED AUTHORIZATIONS:**

Human Resources Management	Diane Poirot
Human Resources Management	Dan Mansour
Human Resources Management	Cindy Purinton
Planning and Budget Office	Leslie Browder
County Judge's Office	Cheryl Aker
Commissioners Court	Gillian Porter

**Attachment 1**

**Option 1 (Not recommended) - Summary of Increased Contribution Rates with No Plan Design Changes**

<b>County</b>	<b>FY 12 Composite Rate</b>	<b>FY 13 Composite Rate</b>	<b>Increase</b>
Increase for Active Employees	\$696.08	\$749.52	7.6%
Increase for Retirees under 65	\$1,273.45	\$1,362.07	6.96%
Increase for 65 and Older Retirees	\$368.43	\$391.31	6.21%
Increase in County Contribution Funding*			\$4.48 Million
<i>*Increase in County Contribution funding includes additional funds for 150 new retirees.</i>			

<b>Employee Contribution Increases</b>	<b>% Increase In Employee Contributions</b>
Increase for Active Employees	6.82 %
Increase for Retirees under 65	6.68 %
Increase for 65 and Older Retirees	6.60 %

**Attachment 2**

**Option 2 – Increased Contribution Rates with Plan Design Changes Summary**

<b>County</b>	<b>FY 12 Composite Rate</b>	<b>FY 13 Composite Rate</b>	<b>Increase</b>
Increase for Active Employees	\$696.08	\$735.63	5.68 %
Increase for Retirees under 65	\$1,273.45	\$1,336.53	4.95 %
Increase for 65 and Older Retirees	\$368.43	\$383.06	3.97 %
Increase in County Contribution Funding*			\$3.55 Million
<i>*Increase in County Contribution funding includes additional funds for 150 new retirees.</i>			

<b>Employee Contribution Increases</b>	<b>% Increase In Employee Contributions</b>
Increase for Active Employees	4.63 %
Increase for Retirees under 65	4.63 %
Increase for 65 and Older Retirees	5.00 %

**Attachment 3 (Recommended)****Active Rate Changes for Option 2 – With Plan Design Changes**

<b>PROPOSED FY2013 RATES- ACTIVES</b>						
<b>FY2013 County Subsidy -</b>	<b>Employee subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>
<b>EPO</b>	<b>85%</b>	<b>65%</b>	<b>76%</b>	<b>69%</b>	<b>62%</b>	<b>60%</b>
<b>PPO</b>	<b>100%</b>	<b>79%</b>	<b>91%</b>	<b>84%</b>	<b>75%</b>	<b>73%</b>
<b>Coinsured EPO</b>	<b>100%</b>	<b>84%</b>	<b>96%</b>	<b>89%</b>	<b>80%</b>	<b>77%</b>
<b>FY2013 Total Premium- per employee per month</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
<b>EPO</b>	<b>\$666</b>	<b>\$1,416</b>	<b>\$909</b>	<b>\$1,270</b>	<b>\$1,798</b>	<b>\$2,160</b>
<b>PPO</b>	<b>\$563</b>	<b>\$1,174</b>	<b>\$759</b>	<b>\$1,054</b>	<b>\$1,489</b>	<b>\$1,784</b>
<b>Coinsured EPO</b>	<b>\$563</b>	<b>\$1,104</b>	<b>\$714</b>	<b>\$992</b>	<b>\$1,398</b>	<b>\$1,675</b>
<b>County Cost (per employee per month)</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
<b>EPO</b>	<b>\$563</b>	<b>\$922</b>	<b>\$687</b>	<b>\$882</b>	<b>\$1,116</b>	<b>\$1,296</b>
<b>PPO</b>	<b>\$563</b>	<b>\$922</b>	<b>\$687</b>	<b>\$882</b>	<b>\$1,116</b>	<b>\$1,296</b>
<b>Coinsured EPO</b>	<b>\$563</b>	<b>\$922</b>	<b>\$687</b>	<b>\$882</b>	<b>\$1,116</b>	<b>\$1,296</b>
<b>Employee Contributions- Proposed (per employee per month)</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
<b>EPO</b>	<b>\$103</b>	<b>\$494</b>	<b>\$222</b>	<b>\$388</b>	<b>\$682</b>	<b>\$864</b>
<b>PPO</b>	<b>\$0</b>	<b>\$252</b>	<b>\$72</b>	<b>\$172</b>	<b>\$373</b>	<b>\$488</b>
<b>Coinsured EPO</b>	<b>\$0</b>	<b>\$182</b>	<b>\$27</b>	<b>\$110</b>	<b>\$282</b>	<b>\$379</b>
<b>FY12 Employee Premiums (prior year)</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
<b>EPO</b>	<b>\$98</b>	<b>\$471</b>	<b>\$212</b>	<b>\$371</b>	<b>\$652</b>	<b>\$826</b>
<b>PPO</b>	<b>\$0</b>	<b>\$240</b>	<b>\$69</b>	<b>\$165</b>	<b>\$357</b>	<b>\$467</b>
<b>Coinsured EPO</b>	<b>\$0</b>	<b>\$173</b>	<b>\$26</b>	<b>\$105</b>	<b>\$270</b>	<b>\$363</b>
<b>Amount of Monthly Increase to Employee</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
<b>EPO</b>	<b>\$5</b>	<b>\$23</b>	<b>\$10</b>	<b>\$17</b>	<b>\$30</b>	<b>\$38</b>
<b>PPO</b>	<b>\$0</b>	<b>\$12</b>	<b>\$3</b>	<b>\$7</b>	<b>\$16</b>	<b>\$21</b>
<b>Coinsured EPO</b>	<b>\$0</b>	<b>\$9</b>	<b>\$1</b>	<b>\$5</b>	<b>\$12</b>	<b>\$16</b>
<b>Employee Percent of change</b>						
<b>EPO</b>	<b>5.10%</b>	<b>4.88%</b>	<b>4.72%</b>	<b>4.58%</b>	<b>4.60%</b>	<b>4.60%</b>
<b>PPO</b>	<b>0.00%</b>	<b>5.00%</b>	<b>4.35%</b>	<b>4.24%</b>	<b>4.48%</b>	<b>4.50%</b>
<b>Coinsured EPO</b>	<b>0.00%</b>	<b>5.20%</b>	<b>0.00%</b>	<b>4.76%</b>	<b>4.44%</b>	<b>4.41%</b>
<b>Proposed County Composite Rate per emp per month</b>					<b>\$</b>	<b>735.63</b>



**Attachment 4****Under 65 Rate Changes for Option 2 - With Plan Design Changes**

<b>Proposed FY2013 RATES- UNDER AGE 65 Retirees</b>						
<b>FY2013 County Subsidy -</b>	<b>Retiree subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>
<b>EPO</b>	<b>79%</b>	<b>65%</b>	<b>75%</b>	<b>71%</b>	<b>60%</b>	<b>54%</b>
<b>PPO</b>	<b>86%</b>	<b>76%</b>	<b>84%</b>	<b>81%</b>	<b>70%</b>	<b>64%</b>
<b>Coinsured EPO</b>	<b>91%</b>	<b>81%</b>	<b>90%</b>	<b>87%</b>	<b>75%</b>	<b>69%</b>
<b>FY2013 Total Premium- per retiree per month</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
<b>EPO</b>	\$1,612	\$2,286	\$1,837	\$2,115	\$2,510	\$2,788
<b>PPO</b>	\$1,470	\$1,969	\$1,636	\$1,843	\$2,136	\$2,343
<b>Coinsured EPO</b>	\$1,387	\$1,835	\$1,535	\$1,720	\$1,983	\$2,167
<b>County Cost- (per retiree per month)</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
<b>EPO</b>	\$1,268	\$1,495	\$1,382	\$1,495	\$1,495	\$1,495
<b>PPO</b>	\$1,268	\$1,495	\$1,382	\$1,495	\$1,495	\$1,495
<b>Coinsured EPO</b>	\$1,268	\$1,495	\$1,382	\$1,495	\$1,495	\$1,495
<b>Retiree Contributions-FY 2013 (per retiree per month)</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
<b>EPO</b>	\$344	\$791	\$455	\$620	\$1,015	\$1,293
<b>PPO</b>	\$202	\$474	\$254	\$348	\$641	\$848
<b>Coinsured EPO</b>	\$119	\$340	\$153	\$225	\$488	\$672
<b>Previous FY12 retiree Premiums</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
<b>EPO</b>	\$329	\$755	\$435	\$592	\$969	\$1,235
<b>PPO</b>	\$193	\$453	\$243	\$332	\$612	\$810
<b>Coinsured EPO</b>	\$114	\$325	\$146	\$215	\$466	\$642
<b>Retiree</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
<b>EPO</b>	\$15	\$36	\$20	\$28	\$46	\$58
<b>PPO</b>	\$9	\$21	\$11	\$16	\$29	\$38
<b>Coinsured EPO</b>	\$5	\$15	\$7	\$10	\$22	\$30
<b>Percent of change</b>						
<b>EPO</b>	4.56%	4.77%	4.60%	4.73%	4.75%	4.70%
<b>PPO</b>	4.66%	4.64%	4.53%	4.82%	4.74%	4.69%
<b>Coinsured EPO</b>	4.39%	4.62%	4.79%	4.65%	4.72%	4.67%
				<b>Proposed Annual County Composite Rate &lt;65</b>	<b>\$ 1,336.53</b>	

**Attachment 5****65 and Over Retiree Rate Changes for Option 2 - With Plan Design Changes**

<b>PROPOSED FY2013 RATES- OVER AGE 65 RETIREES</b>						
<b>FY2013 County Subsidy</b>	<b>Retiree subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>	<b>Dependent subsidy</b>
EPO	72%	62%	65%	54%	52%	45%
PPO	86%	76%	79%	67%	65%	56%
Coinsured EPO	91%	81%	84%	72%	70%	61%
Pharmacy only Plan	86%	0%				
<b>FY2013 Total Premium- per retiree per month</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
EPO	\$514	\$667	\$643	\$771	\$796	\$925
PPO	\$432	\$545	\$529	\$624	\$643	\$737
Coinsured EPO	\$407	\$510	\$495	\$579	\$596	\$681
Pharmacy only Plan	\$277	\$316				
<b>County Cost- (per retiree per month)</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
EPO	\$370	\$415	\$416	\$416	\$416	\$416
PPO	\$370	\$415	\$416	\$416	\$416	\$416
Coinsured EPO	\$370	\$415	\$416	\$416	\$416	\$416
Pharmacy only Plan	\$239	\$239				
<b>Retiree Contributions- FY2013 (per retiree per month)</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
EPO	\$144	\$252	\$227	\$355	\$380	\$509
PPO	\$62	\$130	\$113	\$208	\$227	\$321
Coinsured EPO	\$37	\$95	\$79	\$163	\$180	\$265
Pharmacy only Plan	\$38	\$77				
<b>Previous FY12 Retiree Premiums</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
EPO	\$137	\$240	\$217	\$339	\$363	\$486
PPO	\$59	\$124	\$108	\$199	\$217	\$307
Coinsured EPO	\$35	\$90	\$76	\$156	\$172	\$253
Pharmacy only Plan	\$37	\$74				
<b>Amount of Monthly Increase to Retiree</b>	<b>Emp only</b>	<b>Emp+1 Adult</b>	<b>Emp+1 Child</b>	<b>Emp+ Children</b>	<b>Emp+adult +Child</b>	<b>Emp+adult +Children</b>
EPO	\$7	\$12	\$10	\$16	\$17	\$23
PPO	\$3	\$6	\$5	\$9	\$10	\$14
Coinsured EPO	\$2	\$5	\$3	\$7	\$8	\$12
Pharmacy only Plan	\$1	\$3	N/A	N/A	N/A	N/A
<b>Retiree Percent of change</b>						
EPO	5.11%	5.00%	4.61%	4.72%	4.68%	4.73%
PPO	0.00%	4.84%	4.63%	4.52%	4.61%	4.56%
Coinsured EPO	0.00%	5.56%	3.95%	4.49%	4.65%	4.74%
Pharmacy only Plan	2.70%	4.05%				
			<b>Proposed County Composite Rate &gt;65</b>		<b>\$</b>	<b>383.06</b>



## Attachment 6

## Proposed Plan Design Changes for Option 2

Proposed Benefit Changes	EPO	PPO	Coinsured EPO
<b>Calendar Year Individual Deductible</b>	\$200  <i>Increase of \$100</i>	\$400 In-network  \$1000 Out of network  <i>Increase of \$100</i>	\$600  <i>Increase of \$100</i>
<b>Calendar Year family Deductible (Individual Ded x 2.5)</b>	N/A	\$1000 in-network No Family OON  <i>Increase of \$100</i>	\$1,500  <i>No change</i>
<b>Out of Pocket Maximum</b>	N/A	\$2,500 In-network \$3,500 Out of Network  <i>Increase of \$500</i>	\$2,500  <i>Increase of \$500</i>
<b>Family Out of Pocket Maximums (Individual x 2)</b>	N/A	\$5,000 In-Network \$7,500 Out of Network  <i>Increase of \$1,000</i>	\$5,000  <i>Increase of \$1,000</i>
<b>Ambulance</b>	\$100 copay/use No ded/coins  <i>Currently must meet ded/coins</i>	\$100 copay/use No ded/coins  <i>Currently must meet ded/coins</i>	\$100 copay/use No ded/coins  <i>Currently must meet ded/coins</i>
<b>Hospital Admit Copay</b>	\$100 per day up to 4 days + ded/coins  (\$1,000 copay max/year)  <i>Currently \$200 copay Highest cost area</i>	\$100 per day up to 3 days + ded/coins  (\$1,000 copay max/year)  <i>Currently \$200 copay Highest cost area</i>	\$100 per day up to 2 days + ded/coins  (\$1,000 copay max/year)  <i>Currently \$200 copay Highest cost area</i>
<b>Out Patient Surgery</b>	\$100 copay  <i>Currently \$25 copay Out pt hosp is 2<sup>nd</sup> highest cost area</i>	Ded / coins  <i>Currently \$25 copay Out pt hosp is 2<sup>nd</sup> highest cost area</i>	Ded/ coins  <i>Currently \$25 copay Out pt hosp is 2<sup>nd</sup> highest cost area</i>
<b>Urgent Care Copay</b>	\$45  <i>Currently \$25 Co pay has not increased since 01</i>	\$40  <i>Currently \$25 Co pay has not increased since 01</i>	\$30  <i>Currently \$25 Co pay has not increased since 01</i>



## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 19, 2012

**Prepared By/Phone Number:** Nancy Barchus, 854-9764

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**REQUESTED ACTION:** APPROVE ORDER EXEMPTING THE PURCHASE OF BMW MOTORCYCLE PARTS AND SERVICE FROM LONE STAR BMW FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (a)(7)(D) AND SECTION 262.024 (a)(11) OF THE COUNTY PURCHASING ACT.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. The Exemption Order will be for the purchase of BMW Motorcycle service and OEM parts necessary to complete the repairs for the Transportation and Natural Resources Department.

Transportation and Natural Resources is requesting the ongoing purchase of BMW Motorcycle OEM parts and services to be used with the existing BMW Motorcycles now in use by the TCSO Motorcycle Unit. Purchasing is requesting the Commissioners Court approve an Exemption Order to exempt BMW OEM parts and service from further competition and allow the Purchasing Office to issue purchase orders to provider, Lone Star BMW.

The County Purchasing Act Section 262.024(a)(7)(D) Discretionary Exemptions allows for exemption from the competitive purchasing process any item that can be obtained from only one source, including captive replacement parts or components for equipment. The county Purchasing Act Section 262.024(a)(11) Discretionary Exemptions allows for exemption from the competitive purchasing process vehicle and equipment repairs.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-4952-621-5003
- Comments:

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

**ORDER EXEMPTING  
PROCUREMENT OF BMW MOTORCYCLE PARTS AND SERVICE  
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

**WHEREAS**, the Commissioners Court of Travis County, Texas has received justification from the Travis County Transportation and Natural Resources Department in accordance with TEXAS LOCAL GOVERNMENT CODES, 262.024 (a)(7)(D) and 262.024 (a)(11), and

**WHEREAS**, the County desires to enter into a contract with Lone Star BMW to provide BMW motorcycle services and OEM parts necessary to complete the required repairs, and

**NOW, THEREFORE**, the Commissioners Court of Travis County, Texas hereby orders that the purchase of BMW motorcycle parts and service from Lone Star BMW be exempted from the requirements of County Purchasing Act section 262.023 pursuant to TEXAS LOCAL GOVERNMENT CODE ANN., section 262.024 (a)(7)(D) and 262.024 (a)(11), as these items are captive replacement parts for vehicles and equipment and repair services provided by certified technicians.

Signed and entered this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Samuel T. Biscoe, County Judge  
Travis County, Texas

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhart  
Commissioner, Precinct 2

\_\_\_\_\_  
Karen Huber  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gomez  
Commissioner, Precinct 4.



**Motorcycles**

**LONE ★ STAR**

**TRIUMPH**

**March 28, 2012**

**To Whom It May Concern:**

**Austin Motorrad Inc., dba Lone Star BMW is an authorized BMW Motorcycle dealer and we are certified to work on BMW motorcycles and provide BMW OEM parts.**

**If you have any questions, please feel free to contact Robert R Krull or Peter B Yeager at 512-451-7979.**

**Sincerely,**

A handwritten signature in blue ink that reads "Jennifer Y. R. Lippincott". The signature is fluid and cursive.

**Jennifer Y. R. Lippincott**

**10600 North Lamar Austin, Texas 78753 Telephone (512) 451-7979 Fax (512) 452-5137**

Bonnie

RECEIVED  
TRAVIS COUNTY  
2012 MAY 29 PM 3:42  
PURCHASING  
OFFICE



**TRANSPORTATION AND NATURAL RESOURCES**  
**STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

---

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

May 29, 2012

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Carol B. Jensen for*  
**FROM:** Steven M. Manilla, P.E., County Executive  
**SUBJECT:** BMW OEM Parts and Service

TNR recommends that an exemption order request be submitted to the Commissioners' Court for the purchases of BMW parts and services from Austin Motorrad Inc. dba Lone Star BMW. Per the attached letter from the vendor, Lone Star BMW is certified to perform service on BMW motorcycles and sell BMW OEM parts. The budget line item number is 001-4952-621-5003.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

*h*  
CJ:SMM:cj  
Contract File



PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

6/01/12  
09:50:37

Fiscal Year . . . . .	:	2012
Account number . . . . .	:	1-4952-621.50-03
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	52 FLEET SERVICES
Basic activity . . . . .	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . .	:	1 TNR (TRANS & NATRL RESRC)
Element . . . . .	:	50 REPR & MTNC-SERVCS PURCHD
Object . . . . .	:	03 REPAIRS - AUTOS & TRUCKS
Budget . . . . .	:	194,020
Encumbered amount . . . . .	:	52,335.05
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	141,119.05
Total expenditures . . . . .	:	193,454.10
Balance . . . . .	:	565.90

**Press Enter to continue.**

**F3=Exit    F12=Cancel**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 19, 2012

**Prepared By/Phone Number:** Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 2 to Contract No. PS110046JW, URS Corporation, for Environmental Monitoring Services for Colorado River Corridor Plan.**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- This project is for environmental monitoring to assess the pre-mining and post-mining conditions, or impacts, of TXI's Hornsby Bend East and Hornsby Bend West permitted mining sites over three (3) environmental media categories.
- This modification number two (2) is for Additional Basic Services for the continuation of environmental monitoring to determine if the permitted TXI mining operation is affecting the quality of air, groundwater, groundwater elevation, and noise levels. The Scope of Services is modified to include up to two (2) years of "interim" monitoring (scaled back monitoring prior to the commencement of mining) and two (2) "active" years of monitoring (monitoring once mining has commenced). As a result of these Additional Basic Services, the initial term is modified to that of five (5) years. This modification will increase the contract amount by \$168,289.85 from \$62,365.74 to \$230,655.59, in which these additional funds were approved by the Commissioners Court on 4/24/12.
- Modification 1 increased the contract amount by \$1,500.00 for Additional Basic Services for the setup and execution of an access agreement between URS and TXI.

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.



➤ **Contract Expenditures:** Within the last 12 months \$37,911.79 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$60,865.74

Contract Type: Professional Services

Contract Period: 7/5/11 – 7/4/12

➤ **Contract Modification Information:**

Modification Amount: \$168,289.85

Modification Type: Professional Services

Modification Period: 7/4/12 – 7/4/16

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Shopping Cart in SAP: Funds Reservation 300000165 9 (HTE Req. entered 559261)

Cost Center(s)/Fund(s): 1490110001/0001

Comments:



## TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street  
 Executive Office Building  
 PO Box 1748  
 Austin, Texas 78767  
 (512) 854-9383  
 FAX (512) 854-4697

May 9, 2012

### MEMORANDUM

TO: Maryin Brice, Assistant Purchasing Agent  
*Carol B. Jorgensen*  
 FROM: Steven M. Manilla P.E., County Executive, TNR  
 SUBJECT: Modification 2 – Extension of URS Corporation contract for Environmental Monitoring Services, Contract – PS1100046JW

TNR is requesting approval of amendment number two to the URS Corporation professional services agreement. This amendment would increase the not-to-exceed amount for this agreement by \$168,289.85 from \$62,365.74 to \$230,655.59 and extends the contract from its expiration on July 4, 2012 to a new expiration date of July 4, 2016. The attached letter dated April 11, 2012, from URS Corporation describes the estimated costs to complete the upcoming four years of environmental monitoring services. The additional funding was approved by the Commissioners' Court on May 1, 2012.

The extension will cover labor and expenses needed to conduct air quality, groundwater quality, groundwater elevation, and noise monitoring near the Texas Industries Inc. site in eastern Travis County near Dunlap Road/FM 969. The scope of work includes up to two years of "interim" groundwater monitoring, a third year of "active" monitoring of air quality, groundwater quality, groundwater elevation, and noise. Finally, a fourth year of "active" monitoring of air quality, groundwater quality, and groundwater elevations would complete the project.

The funds for this amendment are encumbered under requisition 559261. The account and commodity/sub-commodity code information is provided below.

Description	Account Number	Com/Sub	Amount
URS Corp.	001-4908-628-6099	961/032	\$168,289.85

If you have any questions or require additional information please contact Thomas Weber at extension 4-4629.

cc: Jason Walker, Purchasing  
 Thomas Weber, TNR  
 Donna Williams-Jones, TNR  
*mw*

Attachment: URS Proposed Scope of Services



April 11, 2012

Thomas W. Weber  
Transportation & Natural Resources  
Travis County  
1010 Lavaca  
Third Floor  
Austin, TX 78701

**Re: Environmental Monitoring Services for the Colorado River Corridor Plan**

Dear Mr. Weber:

URS Corporation (URS) is pleased to present our cost estimate for Environmental Monitoring Services for the Colorado River Corridor Plan. This estimate includes costs for two years of interim monitoring and two years of monitoring during active mining. These costs are consistent with the technical approach, schedule, and scope presented in our March 2, 2011 proposal. However, three changes to the original scope have been made and include:

- Addition of an additional interim monitoring year that will take place after the first interim year and before the start of active mining;
- Using URS-owned Airmetrics MiniVol air samplers for measuring PM2.5 and PM10 rather than the Capitol Area Council of Governments air sampling equipment; and
- URS subcontracting directly with LCRA Environmental Laboratory Services for groundwater analytical services.

URS' costs are provided in Attachment 1 and include: 1) cost estimates, by year, for two interim years and two years during active mining; 2) a rate sheet to be used for compensating any additional services (only to be used upon receiving a written request from the Executive Director); 3) unit rates for reimbursable expenses; and 4) additional travel and equipment rental costs. Revisions to the proposed environmental monitoring services have resulted in a cost increase of \$62,031.92 and a new total cost of \$168,289.86<sup>1/5</sup> for the four years of proposed environmental monitoring services from June 2012 to June 2016.

We look forward to your favorable consideration and stand ready to continue this project. Should you require additional information, please do not hesitate to contact Kevin Pasternak at your convenience.

Respectfully,

**URS Corporation**

Kevin Pasternak, PG  
Project Manager  
(512) 419-5293

*For* Tylef P. Jones, PG  
Vice President, Remediation Department  
Manager

URS Corporation  
9400 Amberglens Boulevard  
Austin, TX 78729  
Tel: 512.454.4797  
Fax: 512.454.8807  
www.urscorp.com

# Funds Reservation 300000165

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	06/08/2012
FM area	1000	Posting date	06/08/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	06/08/2012
Last changed by		Last changed	
More Data			
Text	PO MOD 1 477204/41000002528 COLORADO RIVER CORRIDO		
Reference			
Overall Amount	168,289.85 USD		

Document item 001			
Text	TASK 1		
Commitment item	511971	Funds center	1490110001
Fund	0001	G/L account	511971
Cost center	1490110001	Due on	
Vendor	1000003131	Customer	
Amount	118,580.00 USD		

Document item 002			
Text	TASK 2		
Commitment item	511971	Funds center	1490110001
Fund	0001	G/L account	511971
Cost center	1490110001	Due on	
Vendor	1000003131	Customer	
Amount	35,282.13 USD		

Document item 003			
Text	TASK 3		
Commitment item	511971	Funds center	1490110001
Fund	0001	G/L account	511971
Cost center	1490110001	Due on	
Vendor	1000003131	Customer	
Amount	13,116.70 USD		

Document item 004			
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# Funds Reservation 300000165

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	06/08/2012
FM area	1000	Posting date	06/08/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	06/08/2012
Last changed by		Last changed	
More Data			
Text	PO MOD 1 477204/41000002528 COLORADO RIVER CORRIDO		
Reference			
Overall Amount	168,289.85 USD		

Text	REIMBURSABLES		
Commitment item	511971	Funds center	1490110001
Fund	0001	G/L account	511971
Cost center	1490110001	Due on	
Vendor	1000003131	Customer	
Amount	1,311.02 USD		

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**MODIFICATION OF CONTRACT NUMBER: PS110046JW, Environmental PAGE 1 OF 4 PAGES**  
**Monitoring Services for Colorado River Corridor Plan**

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>June 1, 2012</b>
ISSUED TO: <b>URS Corporation</b> <b>9400 Amberglen Blvd.</b> <b>Austin, TX 78729</b>	MODIFICATION NO.: <b>2</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>July 5, 2011</b>

ORIGINAL CONTRACT TERM DATES: 7/5/11 - 7/4/12 CURRENT CONTRACT TERM DATES: 7/5/11 - 7/4/12

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
 Original Contract Amount: \$60,865.74 Current Modified Amount \$230,655.59.

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

- A. Reference 6 PERIOD OF SERVICE; TERMINATION, 6.2, "This Agreement becomes effective on the Effective Date, as defined herein, and will remain in full force and effect for an initial term of one year from the Effective Date." is deleted in its entirety and replaced with the following: "This Agreement becomes effective on the Effective Date, as defined herein, and will remain in full force and effect for an initial term of five years from the Effective Date."
- B. The additional Tasks 1, 2, and 3 Services, as outlined in Consultant's Modified Scope of Services, attached hereto and made a part hereof are hereby added to the contract. As a result of these additional Tasks 1, 2, and 3 Services, contract Basic Services pricing is adjusted as follows:
  - 1. Reference EXHIBIT 1, SECTION 1 - COMPENSATION FOR BASIC SERVICES:
    - 1.1. The listed fixed fee amount of \$61,766.74 (as amended by Modification No. 1, 9/16/11) is modified to \$228,745.57, an increase of \$166,978.83.
    - 1.2 The listed amount for Task 1 - Monitoring Groundwater Availability and Quality is modified from \$37,164.05 (as amended by Modification No. 1, 9/16/11) to \$155,744.05, an increase of \$118,580.00. The listed amount for Task 2 - Monitoring Air Quality is modified from \$13,700.45 to \$48,982.58, an increase of \$35,282.13. The listed amount for Task 3 - Monitoring Noise is modified from \$10,902.24 to \$24,018.94, an increase of \$13,116.70. The Basic Services Total is modified from \$61,766.74 (as amended by Modification No. 1, 9/16/11) to \$228,745.57, an increase of \$166,978.83.
- C. Reference EXHIBIT 1, SECTION 4 - REIMBURSABLE EXPENSES, 4.2, the REIMBURSABLES TOTAL NOT TO EXCEED amount is modified from \$599.00 to \$1,910.02, an increase of \$1,311.02.
- D. Reference EXHIBIT 1, SECTION 6 - TOTAL AGREEMENT SUM. The Total Agreement Sum is modified from an NTE amount of \$62,365.74 (\$61,766.74 Basic Services (as amended with Modification No. 1, 9/16/11), and NTE amount of \$599.00 Reimbursable Expenses) to an NTE amount of \$230,655.59 (\$228,745.57 Basic Services, and NTE amount of \$1,910.02 Reimbursable Expenses) an increase of \$168,289.85.
- E. The Contract Scope of Services is modified to include the performance by Consultant of the additional Tasks 1, 2, and 3 Services as outlined in Consultant's Modified Scope of Services (Attachment A).

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

LEGAL BUSINESS NAME: <u>URS CORPORATION</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>TYLER JONES</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>VP REMEDIATION</u> ITS DULY AUTHORIZED AGENT	DATE: <u>6/6/2012</u>

TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
---	-------

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

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### **Modified Scope of Services**

The modified scope of services for Environmental Monitoring Services for the Colorado River Corridor Plan for each year is as follows.

#### **Interim Year 1**

After baseline environmental monitoring, but prior to commencement of TXI mining activities, it is assumed that up to one year of interim groundwater monitoring activities will take place.

Interim Year 1 groundwater monitoring will include 1) one groundwater sampling event for metals, anions (chloride, sulfate, nitrate-nitrogen, carbonate alkalinity, and bicarbonate alkalinity), TSS, and field parameters (pH, conductivity, dissolved oxygen, turbidity, and temperature); 2) quarterly synoptic water level surveys; and 3) continuation of groundwater elevation data collection with the water level pressure transducer. Analytical laboratory services will be performed by a URS sub-contracted lab.

URS will coordinate with Travis County, Dr. Sharp, and the community, as appropriate, for each Interim Year 1 field event and milestone, including (in order) quarterly-monitoring events (X4) and submittal of the Interim Year 1 Annual Report. The Interim Year 1 Annual Report will document the one groundwater sampling event and quarterly water level monitoring events, present the groundwater data, and compare the interim data to baseline levels.

#### **Interim Year 2**

After Interim Year 1, but prior to commencement of TXI mining activities, if necessary, one additional year of interim groundwater monitoring activities will take place.

Interim Year 2 groundwater monitoring will include 1) one groundwater sampling event for metals, anions (chloride, sulfate, nitrate-nitrogen, carbonate alkalinity, and bicarbonate alkalinity), TSS, and field parameters (pH, conductivity, dissolved oxygen, turbidity, and temperature); 2) quarterly synoptic water level surveys; and 3) continuation of groundwater elevation data collection with the water level pressure transducer. Analytical laboratory services will be performed by a URS sub-contracted lab.

URS will coordinate with Travis County, Dr. Sharp, and the community, as appropriate, for each Interim Year 2 field event and milestone, including (in order) quarterly-monitoring events (X4) and submittal of the Interim Year 2 Annual Report. The Interim Year 2 Annual Report will document the one groundwater sampling event and quarterly water level monitoring events, present the groundwater data, and compare the Year 2 interim data to baseline levels.

#### **Year 2**

Year 2 tasks will be performed during the first 12-month period of active mining activities at TXI's Hornsby Bend East and Hornsby Bend West mining sites and will consist of groundwater, air and noise monitoring.

##### **Year 2, Task 1 – Groundwater**



Year 2 groundwater monitoring will include quarterly groundwater sampling for metals, anions (chloride, sulfate, nitrate-nitrogen, carbonate alkalinity, and bicarbonate alkalinity), TSS, and field parameters (pH, conductivity, dissolved oxygen, turbidity, and temperature); quarterly synoptic water level surveys; and continuation of groundwater elevation data collection with the water level pressure transducer. Analytical laboratory services will be performed by a URS sub-contracted lab.

URS will coordinate with Travis County, Dr. Sharp, and the community, as appropriate, for each Year 2 field event and milestone, including (in order) quarterly-monitoring events (X4) and submittal of the Year 2 Annual Report. The Year 2 Annual Report will identify any water quality parameters or groundwater elevations that vary from baseline levels.

#### Year 2, Task 2 – Air

Air sampling for PM<sub>2.5</sub> and PM<sub>10</sub> will be conducted using MiniVol portable air samplers, manufactured by Airmetrics, Inc. The sampling technique used by the MiniVol is a modification of the PM<sub>10</sub> reference method described in the U.S. Code of Federal Regulations (CFR) (40 CFR Part 50, Appendix J). A PM<sub>10</sub> reference sampler must have: 1) an air inlet to provide particle size discrimination, 2) a flow control device capable of maintaining a flow rate within specified limits, 3) means to measure the flow rate during the sampling period, and 4) a timing control device capable of starting and stopping the sampler. The Airmetrics MiniVol Portable Air Sampler has all these features; however, the MiniVol's flow rate (five liters per minute) is generally less than the flow rates used by reference method devices. The lower flow rate results in a greater deviation in accuracy at low concentrations of particulate matter where precision can be lost through the handling and weighing. At high particulate matter levels the sampler produces results that are precise and comparable to reference method samplers according to the product literature. The PM<sub>2.5</sub> and PM<sub>10</sub> samples will be captured on pre-weighed 47-millimeter diameter filters that have been stored at constant controlled relative humidity. Inter-Mountain Labs (IML) Air Science will provide and weigh the filters.

The portable air samplers will be hung from brackets mounted on nearby structures - utility poles, trees, fence posts, etc., and will run on solar-charged battery power. Six PM<sub>2.5</sub> and six PM<sub>10</sub> samples will be collected at each sampling site during four approximately quarterly sampling events. During each sample event, the samples will be collected over one continuous 24-hour period and the samples will be retrieved approximately once every three days. Sampling may be postponed if the chance of rain on a sampling day is forecasted to be 40% or greater or if the ground is exceptionally wet from a previous rainfall, based on field personnel's assessment.

No collocated duplicate samples have been budgeted. QC checks conducted each time filters are installed or replaced will include checks for system leaks, checks of instrument flow rates, and checks of the samplers' real-time clocks and elapsed time indicators.

The levels of suspended particulate matter in the PM<sub>2.5</sub> and PM<sub>10</sub> size fractions will be determined by dividing the mass of particulate matter captured on a given filter by the total volume of air sampled. The reported units will be micrograms per cubic meter. The predominant wind direction during each 24-hour sampling period will be determined from measurements at ABIA. URS will present a summary of monitored Year 2 air quality data and compare the Year 2 data to the baseline "pre-mining" air quality data in the Year 2 Annual Report.



### Year 2, Task 3 – Noise

The Year 2 noise monitoring study will determine noise levels in the vicinity of the TXI Hornsby Bend East and Hornsby Bend West sites and at nearby sensitive receptor locations as a result of TXI mining operations. Noise levels will be assessed using field measurements. Year 2 noise levels will be compared to baseline noise levels identified during the baseline “pre-mining” phase to determine the incremental increase of noise levels in the vicinity of TXI operations and to identify potential noise impacts at nearby sensitive receptor locations. The Noise Monitoring Study will also identify significant noise sources in operation at the TXI facilities as well as to identify significant noise sources unrelated to TXI.

During Year 2, The URS Team will perform a detailed site reconnaissance in the field to confirm the location and appropriateness of sensitive receptors located near the TXI mining sites. URS will also identify any new sensitive receptors that were not included in the baseline noise analysis. URS will document the type and location of each identified sensitive receptor located within the study area. URS will document significant noise generation activities from new TXI mining operations and will also document significant noise generation activities from sources unrelated to TXI.

The URS Team will conduct noise measurements at sites included in the baseline “pre-mining” phase. Noise measurements will be conducted using noise monitoring methodologies identified during the baseline “pre-mining” effort. The noise measurements will be performed semi-annually during Year 2, over a one-week monitoring cycle. Monitoring operations will be timed to coincide with active mining operations at the TXI facility, including the incorporation of noise from material haul vehicles accessing the site. The URS Team will document all sources of noise during each monitoring period. URS will also document field observations of each monitoring site and include observations of new or other significant sources of noise unrelated to TXI operations. Noise measurements will be performed at different times of the day, night, and week.

At the conclusion of the Year 2 “after mining begins” phase, the URS Team will document existing noise sources, noise propagation pathways, sensitive receptor locations, outdoor noise impact threshold or trigger levels, monitored noise levels, and a comparison of Year 2 monitored noise levels to baseline noise levels, as well as with applicable local, state, and/or federal regulatory noise limits or threshold values in the Year 2 Annual Report.

### Year 3

Year 3 tasks will be performed during the second 12-month period of active mining activities at TXI’s Hornsby Bend East and Hornsby Bend West mining sites. Year 3 environmental monitoring will document the measurable changes to groundwater availability, groundwater quality, and air quality relative to pre-mining baseline conditions. Year 3 monitoring results will be documented in the Year 3 Annual Report. The Year 3 groundwater and air monitoring activities will be the same as those for Year 2. No noise monitoring will be performed in Year 3.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 19, 2012

**Prepared By/Phone Number:** Shannon Pleasant, CTPM 854-1181 /  
Marvin Brice, CPPB 854-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Ratify and Approve Interlocal Agreement with City of Austin for Summer Youth Employment Program.

➤ **Purchasing Recommendation and Comments**

- Through this Interlocal Agreement, City of Austin Health and Human Services will work with Travis County Health & Human Services and Veterans Services to recruit, train, mentor and place young people between the ages of 14 and 17 (14 and 22 for youth with disabilities) in summer jobs. The youth will receive training in career development and undergo a self-assessment and personal profile to assist them in identifying future career interests. They also receive training in life skills, anger management, conflict resolution, and making healthy.

In addition the agreement requires ratification due to a delay of the 2012 renewal. The delay renewing the agreement was due to necessary changes to the Interlocal Agreement regarding the duties and responsibilities assumed by City of Austin HHS and TC HHS & VS. The changes caused a delay of the renewal process. The agreement is currently with City of Austin for approval signatures.

Once issues with the conversion of the new SAP Financial system are addressed, a contract number will be assigned.

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

ID# 6550

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.

➤ **Contract-Related Information:**

Award Amount: Total award amount \$562,554 (Travis County will contribute \$217,554)

Contract Type: Interlocal Agreement

Contract Period: June 1, 2012 through August 31, 2012

➤ **Contract Modification Information:** N/A

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:** N/A

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase shopping cart in SAP:

Funding Account(s): 001-5867-611-6099

Comments: A shopping cart will be created once conversion issues with SAP are resolved.

ID# 6550

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.

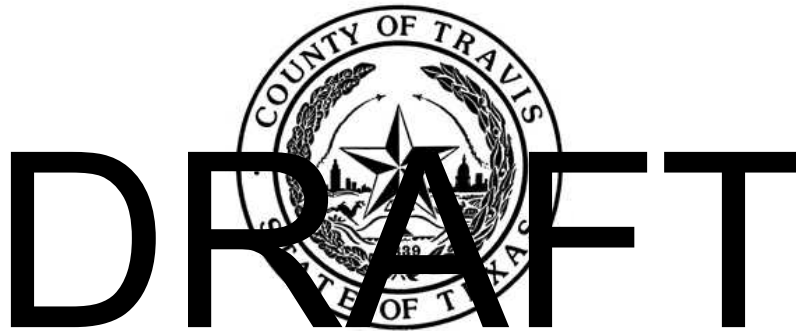
# **INTERLOCAL COOPERATION AGREEMENT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**CITY OF AUSTIN HEALTH AND HUMAN SERVICES  
FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM**



**TRAVIS COUNTY PURCHASING OFFICE**

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**DRAFT**

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN  
FOR WORK-BASED LEARNING/SUMMER YOUTH EMPLOYMENT PROGRAM**

This Interlocal Agreement ("Agreement") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), and the City of Austin, a Texas home-rule municipal corporation and political subdivision of the State of Texas ("City").

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.028, and other statutes), and to provide services to youth in need of protection and care (TEX. FAMILY CODE ANN., Section 264.006) and desires to provide summer employment opportunities and related services to certain eligible youth in Travis County.

The City of Austin and Travis County together have the facilities, personnel and experience necessary to provide summer employment opportunities and related services to eligible youth as defined in this Agreement.

County and City have the authority to enter into this Agreement under "The Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

County and City desire to establish this Agreement and County will ratify the provision of services under the terms of this Agreement provided on the date of the execution of this Amendment.

**DRAFT**  
AGREEMENT

NOW, THEREFORE, in consideration of the agreements, covenants and payments set forth in this Agreement, the sufficiency of which are acknowledged, County and City mutually agree to the following terms and conditions:

**1.0 DEFINITIONS**

In this Agreement,

- 1.01 "Agreement Funds" means all funds paid by either Party under this Agreement.
- 1.02 "Agreement Term" means the Initial Term and/or any subsequent renewal term(s).
- 1.03 "HHSD" means the City of Austin Health & Human Services Department.
- 1.04 "City Council" means City Council of the City of Austin.
- 1.05 "City Director" means Director of the City of Austin Human Resources Department.
- 1.06 "City Manager" means the City Manager of the City of Austin.
- 1.07 "Commissioners Court" means the Travis County Commissioners Court.

1.08 "County FTE" means one (1) full time equivalent position that is approved and funded by Commissioners Court during the County budget process for the TCHHSVSD to provide services in Travis County during the Agreement Term that corresponds to the Fiscal Year for which the budget is being approved.

1.09 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor or designee.

1.10 "Days" means calendar day(s) unless otherwise specifically noted in any individual provision.

1.11 "Disabled" means a person between the ages of 14 and 22 who meets one or more of the following categories: (a) has a physical or mental impairment that substantially limits one or more of the major life activities of the individual; (b) has a record of such impairment; or c) is regarded as having such an impairment.

1.12 "Disadvantaged" means a person between 14 and 17 years of age who is qualified to participate in SYEP because he or she is Disabled or Low Income, or has been referred to SYEP by one of the social services providers that works with disadvantaged families as being a youth in need of protection or care under Chapter 264 of the Texas Family Code, as determined by County staff.

1.13 "Eligible Youth," also referred to as "Participant," means a person meeting the criteria for Low-Income, Disabled or Disadvantaged, as determined by County summer youth program staff, and who has completed all required training and documentation.

1.14 "County Executive" means the County Executive for the Travis County Health, Human Services and Veterans Services Department, or her successor or designee.

1.15 "Fiscal Year" means the County and City fiscal year, which, at the time of execution of this Agreement begins October 1 and ends on the following September 30.

1.16 "Low income" means a person between the ages of 14 and 17 who is receiving free or reduced school lunches.

1.17 "Party" and/or "Parties" means the County and the City.

1.18 "Participant", also referred to as "Eligible Youth", means a person meeting the criteria for Low-Income, Disabled, or Disadvantaged, as determined by County summer youth program staff, and who has completed all required training and documentation.

1.19 "WBL/SYEP" means Work-Based Learning/Summer Youth Employment Program.

1.20 "TCHHSVS" means the Travis County Health, Human Services and Veterans Services Department.

## 2.0 TERM OF AGREEMENT

2.01 **Initial Term.** The initial term of this Agreement shall begin on June 1, 2012, and expire on August 31, 2013 (Initial Term).

2.02 **Ratification.** County agrees to ratify the provision of services under the terms of this Amendment provided prior to the date of execution of this Amendment.

2.03 **Renewal Term(s).** Unless sooner terminated pursuant to the terms of this Agreement, and upon approval by each Party's governing body of funding during their respective budget process related to any renewal term, City and County may renew this Agreement in writing, upon the same or amended terms, on or before May 1, 2013, for a term of one year.

### 3.0 ADMINISTRATION

3.01 **City Administration.** City designates **HHSD** as the department responsible for the City's administration of this Agreement.

3.02 **County Administration.** County designates TCHHSVSD as the department responsible for County's administration of this Agreement.

3.03 **Authority.** It is acknowledged that no officer, agent, employee or representative of either Party has the authority to change the terms of this Agreement unless expressly granted that authority by the Party's governing body.

3.04 **Applicant Screening.** The Parties agree that each applicant for participation in WBL/SYEP will be screened to ensure that he or she meets the age requirements and other eligibility criteria.

3.05 **Authorized Representatives.** City and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions or other inquiries related to this Agreement shall initially be presented by and through the County Executive for the County and the City Director.

3.06 **Insurance.** City and County acknowledge and agree that each Party is self-insured and will maintain such coverage at a level sufficient to cover the needs of City and County, respectively, pursuant to applicable generally accepted business standards.

### 4.0 MAXIMUM CONTRACT FUNDS

4.01 **Maximum Funds - County.** During the Initial Term of the Agreement, County shall provide funding in an amount not to exceed Two Hundred Seventy Seven Thousand Five Hundred Fifty-Four Dollars (\$217,554.00).

4.02 **Maximum Funds - City.** During the Initial Term of the Agreement, City shall provide funding in an amount not to exceed Three Hundred Forty-Five Thousand Dollars (\$ 345,000.00).

4.03 **Expenditure.** City and County understand and agree that the funds designated under Sections 4.01 and 4.02 will be expended only for services and activities specifically related to the employment of Eligible Youth, as defined in Section 1.13, between the dates of June 1 and September 30 of 2012.

4.04 **Prior Debts.** Neither Party shall be liable for costs incurred or performances rendered by the other Party before or after the Agreement Term.

### 5.0 PERFORMANCE/SUBCONTRACTS

5.01 **Performance.** City and County funds set forth in Section 4.0 will be utilized by the Parties to provide and carry out the services and activities of comprehensive summer youth employment services as specified in Attachment A, "Work Statement," Attachment B, "WBL/SYEP Performance Measures," which are incorporated into this Agreement for all purposes, and all other terms and conditions of this Agreement. The Parties' performance of this Agreement shall comply with the terms and conditions governing the use of Agreement Funds for programs described in the appended Work Statement attached hereto and made a part hereof in accord with all terms of this Agreement.

5.02 **Subcontracts.** Neither party shall subcontract services required under this Agreement without the prior written approval of the other party.



## 6.0 PAYMENT

6.01 **Annual.** For the Initial Term, County shall pay City Two Hundred Seventeen Thousand, Five Hundred and Fifty Four Dollars (\$217,554.00) upon execution of the Agreement by both parties and receipt by County of the fully executed document.

6.02 **Amounts Not Disbursed.** At the end of the Initial Term, or any renewal term, of this Agreement, an accounting shall be made of any Agreement Funds which have not been paid as reimbursement to WBL/SYEP Participants entered into between County and Contractors or funds which have been disallowed or returned as the result of overpayments. City and County shall mutually agree as to the disposition of any such funds, whether such funds shall be re-appropriated for use or returned to the revenue source.

6.03 **Current Revenue Funds.** Both Parties shall make payments for services under this Agreement from current revenue funds available to that Party and set aside for this purpose. Each Party is paying for the performance of governmental functions and services from current revenues available to that Party in an amount that fairly compensates for the services or functions performed under this Agreement.

6.04 **Fiscal Year Limitation.** The Parties agree that funding under this Agreement can only be provided for the portion of the Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year. In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate either Party to provide funds in excess of the amount approved by the Party's governing body for any Fiscal Year and identified in this Agreement.

## 7.0 MONITORING

7.01 Both parties shall have the right to perform periodic on-site monitoring of the other Party's performance under the terms of this Agreement and the operation of WBL/SYEP services at the other Party's work sites and at work sites in the community. Such monitoring shall be accomplished with as little disruption to operations as possible and with reasonable advance notice.

## 8.0 COORDINATION AND MANAGEMENT

8.01 **WBL/SYEP Coordinator.** It is understood and agreed that the services and activities provided for under the terms of this Agreement shall be directed by the Summer Youth Employment Coordinator ("Coordinator") who will be employed by County (one County FTE) for that purpose. The Coordinator will oversee all aspects of the WBL/SYEP through the TCHHSVS Community Services Division under the ultimate direction of the County Executive. Job responsibilities of the Coordinator will include curriculum development, job development, placement, evaluation and planning and coordination with other youth employment providers in the Austin and Travis County community.

8.02 **Management.** Both Parties agree to provide their respective services under this Agreement in a professional manner and in accordance with the terms of this Agreement, including Attachment A, titled "Work Statement", which is attached to and incorporated into this Agreement for all purposes.

## 9.0 RETENTION AND ACCESSIBILITY OF RECORDS

9.01 **City Retention.** Unless otherwise specified herein, City shall maintain all records related to its performance under this Agreement, including fiscal records and documentation for all expenditures pertaining to this Agreement, in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily or three (3) years after the end of the applicable Agreement term, whichever occurs later.

9.02 **County Retention.** Unless otherwise specified herein, County shall maintain all records related to its performance under this Agreement, including fiscal records and documentation for all expenditures pertaining to

this Agreement, in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily or three (3) years after the end of the applicable Agreement term, whichever occurs later.

9.03 **Access.** Subject to applicable laws, County shall give the City, and City shall give County, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by City or County, respectively, pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by City or County.

9.04 **Confidentiality of Records.** City and County agree to maintain the confidentiality of information related to or created under this Agreement as required by Texas or federal laws or regulations and as permitted by the Texas Open Government Act, Chapter 552 of the Texas Government Code.

9.05 **Accurate Information.** Each Party warrants that all reports, data and information submitted to the other Party will be accurate, reliable and verifiable. Approval by the receiving Party shall not constitute nor be deemed a release of the responsibility and liability of the submitting Party, its employees, agents or associates for the accuracy and competency of their reports, information, documents or services, nor shall approval by the receiving Party be deemed to be the assumption of such responsibility by the receiving Party for any defect, error, omission, act or negligence or bad faith by the submitting Party, its employees, agents or associates.

## 10.0 AUDIT

10.01 **County Audit.** Except as otherwise provided herein, County has the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. County agrees to permit County or its authorized representative to audit the records that relate to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. City shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement that County may require of City.

10.02 **City Audit.** Except as otherwise provided herein, City has the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. County agrees to permit City or its authorized representative to audit the records that relate to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. County shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement that City may require of County.

## 11.0 INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES

11.01 **Independent Entities.** The parties expressly acknowledge and agree that City and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies. The relationship of County and City under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

11.02 **Liability.** As between City and County, County shall be liable for any claims or losses arising from any acts or omissions of the Coordinator or other County employees who perform services pursuant to this Agreement and of WBL/SYEP Participants who are placed in work settings at the County or in the community; and as between City and County, City shall be liable for any claims, damages or losses arising from any acts or omissions of the City employees who perform services pursuant to this Agreement and of WBL/SYEP Participants who are placed in work settings at the City.

11.03 **Claims Notification.** If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against City or County related to this Agreement or WBL/SYEP, the Party against whom the claim or other action is made shall give written notice to the other Party of the claim, or other action within three (3) working days after being notified of it or the threat of it. Such notice shall include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 15.0 of this Agreement. Except as otherwise directed, the Party against whom the claim has been made shall furnish to the other Party copies of all pertinent papers received with respect to the claims or actions.

## 12.0 TERMINATION

12.01 **Termination.** Unless otherwise specified herein, either party shall have the right to terminate this Agreement at any time before the date of termination for the following reasons:

12.01.1 During the budget planning and adoption process, Commissioners Court or City Council, respectively, fails to provide funding for the Agreement during the next Agreement period.

12.01.2 Either party has failed to comply with any term or condition of this Agreement.

12.02 **Mutual Termination.** Either party has the right to terminate this Agreement, in whole or in part, when both parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the current expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of the termination and, in the case of partial termination, the portion of the contract to be terminated.

12.03 **Termination Procedure.** At least thirty (30) days prior to the effective date of termination, the Party seeking termination shall notify the other party of the reasons for termination.

12.04 **Continued Liability.** Notwithstanding any exercise by County of its right of termination, City shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Agreement by City. Notwithstanding any exercise by City of its right of termination, County shall not be relieved of any liability to City for damages due to City by virtue of any breach of this Agreement by County.

12.05 **Rights Surviving Termination.** If either party terminates this Agreement City has the right to receive payment for all purchases provided before the date of termination and not previously paid.

## 13.0 MISCELLANEOUS PROVISIONS

13.01 **Compliance with Federal, State and Local Laws.** City and County shall each provide, or contract to provide, any services and activities for which it is responsible under this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504 (29 U.S.C., Section 794), the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933], Chapter 73, Texas Administrative Code, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV). Neither City nor County shall discriminate against any employee, applicant for employment, or client based on race, religion, color, sex, national origin, age or handicapped condition.

13.02 **Limitations on Job Placements.** The City and County each agree that WBL/SYEP Participants

shall not be placed in any jobs or positions in which they have contact with minors (children under 18 years of age), or with disabled or elderly individuals.

13.03 **Non-Waiver**. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of City which then exists or may subsequently exist. No payment, act or omission by City may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist.

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

13.05 **Binding Agreement**. This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

13.06 **Entire Agreement**. All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement. The attachments listed below are made a part of this Agreement, and constitute promised performances by the parties in accordance with this Agreement:

- 13.06.1 Attachment A, Work Statement  
13.06.2 Attachment B, WBE/SYEP Performance Measures  
13.06.3 Attachment C, Budget  
13.06.4 Attachment D, WBE/SYEP Placement Template

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13.07 **Law and Venue**. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate Courts of Travis County, Texas.

13.08 **Severability**. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding, and shall continue to have full force and effect and shall in now way be impaired or invalidated by that holding..

13.09 **Political Activity**. Neither County nor City shall use any of the performance under this Agreement or any portion of the Agreement funds for any activity related to the result of an election for public office or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of either Party from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the possession of the employee or official not considered under law to be confidential. No Agreement Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of City, County, the State of Texas or the government of the United States.

13.10 **Sectarian Activity**. County and City shall ensure that activities performed under this Agreement shall be carried on in a manner free from religious influence. City and County agree to be bound by the provisions of Section 702 of the Civil Rights Act [42 U.S.C., Section 2000E-1(a)] regarding employment practices and Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C., Section 604a) regarding additional rights and responsibilities for charitable and faith-based providers of social services, assisted individuals and providers of such services.

13.11 **Publicity**. When appropriate, County and City shall publicize the services and activities of

County and City under this Agreement. In any publicity prepared or distributed by or for County or City, the funding through County and City shall be mentioned as having made the project possible.

### 13.12 **Interpretational Guidelines**

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

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

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

13.13 **Compliance With Applicable Law.** In the performance of the services required of each party pursuant to this Agreement, City and County agree to comply with all applicable federal, state, county and city statutes, ordinances, rules and regulations.

13.14 **Immunity or Defense.** It is expressly understood and agreed by both Parties that neither the execution of this Agreement, nor any conduct of any representative of City or County relating to this Agreement, shall be considered to constitute a waiver of immunity or defense that would otherwise be available to that entity against a claim arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not constitute a waiver or decision to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Party.

13.15 **No Third Party Beneficiaries.** This Agreement sets out the agreements and obligations between County and City only, and does not obligate either Party to the other Party's subcontractors or to any third party. This Agreement creates no third party beneficiary rights in any other person or entity, including but not limited to any individual WBL/SYEP applicant or Participant.

13.16 **Survival of Conditions.** All provisions of this Agreement that impose continuing obligations on the parties, or on either party, including but not limited to warranty, limitation of liability and confidentiality, shall survive the expiration or termination of the Agreement.

13.17 **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of City or County shall initially be presented by City to County by submission in writing to the County Executive with a copy to the County Purchasing Agent and by County to City by submission in writing to the City Director. If satisfactory resolution cannot be achieved between the Parties within a reasonable time, and should mediation be acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Sec. 154.073, unless both Parties agree, in writing, to waive the confidentiality.

13.18 **County Public Purpose.** By execution of this Agreement, the Commissioners Court hereby finds that the needs to be addressed by the services to be provided under the terms of this Agreement and specifically set forth in the attached Work Statements, constitute a significant public concern impacting members

of the population which the County serves. The Commissioners Court further finds that the provision of services to be provided by City pursuant to this Agreement will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for identified individuals.

#### 14.0 AMENDMENTS

14.01 **Written Amendments.** This Agreement may not be amended except in a writing following approval by each Party's governing body. Any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by all parties. Each Party acknowledges that no officer, agent, employee or representative of the other Party has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by the Party's governing body.

14.02 **Submission of Amendment.** City shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any attachment to it to the County Purchasing Agent, with a copy to the County Executive for consideration. Requests for alterations, additions or deletions of the terms of this Agreement by County shall be submitted to the City Manager and City Director.

#### 15.0 NOTICES

15.01 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this Section 15.0 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address below

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

Sherry Fleming  
County Executive, TCHHSV  
P. O. Box 1748  
Austin, Texas 78767

**DRAFT**

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

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767

and

Cyd Grimes, Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767

15.03 **City Address.** The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Marc Ott (or his successor in office), City Manager, City of Austin  
P. O. Box 1088  
Austin, Texas 78767

and

Mark Washington, Director (or his successor in office)  
City of Austin Human Resources Department



P. O. Box 1088  
Austin, Texas 78767

Carlos Rivera, Director / Shannon Jones, Deputy Director (or the successor in office)  
City of Austin Health and Human Services Department  
P.O. Box 1088  
Austin, Texas 78767

With copy to:

Karen M. Kennard, City Attorney (or her successor)  
P. O. Box 1088  
Austin, Texas 78767

15.04 **Change of Address.** Each party may change the address for notice to it by giving notice of the change in compliance with Section 15.0 and delivering a copy of the notice to the County Clerk and City Clerk for attachment to this Agreement no later than ten (10) days after the effective date of the notice.

**16.0 LEGAL AUTHORITY**

16.01 **Legal Authority to Enter Agreement.** Each party guarantees that it possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services it is obligated to perform under this Agreement.

16.02 **Signature**

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

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

**17.0 PROHIBITIONS**

17.01 **Conflict of Interest.** In performing duties under this Agreement, City employees shall comply with the conflict of interest requirements and ethics provisions set forth in the Austin City Code, Chapter 2-7, Article 4 (a copy of which has been provided to County). County employees shall comply with any conflict of interest and ethics requirements adopted by the Travis County Commissioners Court. Employees of both Parties shall comply with the conflict of interest provisions in Chapter 171 of the Texas Local Government Code, with the provisions of Chapter 573 of the Texas Government Code (Nepotism) and other applicable laws. No officer, employee, independent consultant, or elected official of City or County who is involved in the development, evaluation, or decision-making process regarding this Agreement, or the performance of this Agreement, shall have a financial interest, direct or indirect, in the Agreement.

17.02 **Solicitation.** Both Parties warrant that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by that Party to secure business. For breach or violation of this warranty, the non-breaching Party shall have the right to terminate this Agreement without liability, or, in its discretion, to, as applicable, add or to or deduct from the Agreement price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

17.03 **Gratuities.** Either Party may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the other Party or any agent or representative to any official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled pursuant to this provision, the canceling Party shall be entitled, in addition to any other rights and remedies, to recover from the other Party a sum equal in amount to the cost incurred by the offending Party in providing such gratuities. Neither Party's employees, officers and agents shall solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors.

**18.0 ASSIGNABILITY**

18.01 No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. Each Party acknowledges that no officer, agency, employee or representative of the other Party has any authority to grant such assignment unless expressly granted that authority by that Party's governing body.

**19.0 FORCE MAJEURE.**

19.01 Neither Party shall be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is

impractical under the circumstances, in which case notification shall be given as timely as possible. The Parties agree that breach of this provision by one Party entitles the other Party to refuse or stop payments or immediately terminate this Agreement.

**DRAFT**

EXECUTED in duplicate originals this the \_\_ day of \_\_\_\_\_, 2012.

**TRAVIS COUNTY**

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

**APPROVALS:**

Approved as to Form: \_\_\_\_\_                      Date: \_\_\_\_\_  
Assistant County Attorney

Approved By: \_\_\_\_\_                      Date: \_\_\_\_\_  
Cyd V. Grimes, C.P.M., CPPO Purchasing Agent

Funds Verified By: \_\_\_\_\_                      Date: \_\_\_\_\_  
Susan Spataro, County Auditor

**CITY OF AUSTIN**

By: \_\_\_\_\_  
Bert Lumbres, Assistant City Manager                      Date: \_\_\_\_\_

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**ATTACHMENT A**  
**WORK STATEMENT**

**WORK-BASED LEARNING/SUMMER YOUTH EMPLOYMENT PROGRAM**

I. **PURPOSE**

The purpose of WBL/SYEP is to provide a variety of work-based learning/summer youth employment opportunities through meaningful work experiences that promote economic self-sufficiency, good citizenship and healthy lifestyles and to provide related services to Eligible Youth ages fourteen (14) to seventeen (17) with special emphasis towards Low income, and Disabled youth as defined in this Agreement. Program objectives are as follows:

- Provide youth with knowledge, job skills, and employment opportunities
- Develop personal responsibility
- Foster positive relationships with adults
- Develop good work habits
- Build confidence and self-worth
- Strengthen communication skills
- Strengthen broad social and technical skills
- Enhance the basic education skills of youth
- Provide eligible youth with exposure to the world of work

II. **PROGRAM DESCRIPTION**

WBL/SYEP provides paid employment between June 1 and August 31 of each year in an Agreement Term for youth between the ages of 14 and 17 (and 22 for youth with disabilities) in conjunction with community, faith based and non-profit organizations. Eligible youth are trained in a variety of areas which include:

- Career development
- Self-Assessment
- Personal Profile

"WBL/SYEP for Youth With Disabilities" is an integrated component of the WBL/SYEP designed to provide paid employment opportunities for youth with disabilities during the same time periods during any Agreement Term. The purpose of this component is to integrate youth with disabilities to allow them to work alongside their non-disabled peers to develop these youth vocationally in order to provide disabled youth with the same opportunities made available to non-disabled youth under this Agreement. For purposes of this Agreement, "Disability" will be defined as (1) a physical or mental impairment that substantially limits one or more of the major life activities of the individual; (2) a record of such impairment; or (3) being regarded as having such an impairment. This may include persons served under the Individuals With Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973. As necessary, determinations in this area will be made by the Youth With Disabilities Coordinator. All services to youth with disabilities will be provided within the limits of applicable law. In addition to the services listed above, this component will also provide:

- Adaptive Technology Assistance (funded through the City of Austin Human Resources Department outside the budget provided by this Interlocal Agreement)
- Appropriate job matching and job placement

WBL/SYEP is administered and conducted by the Community Services Division of TCHHSVS under the direction of the WBL/SYEP Coordinator.

### III. STATEMENT OF RESPONSIBILITY - CITY

In coordination with the Coordinator, City shall be responsible for the following:

A. Payroll/Administrative. During the Initial Term, City agrees to manage the payroll and provide other related administrative responsibilities and services listed below as necessary to support youth participating in the WBL/SYEP Program at no additional cost to County as follows:

1. Payroll Services;  
Processing youth timesheets  
Input of hours from timesheets  
Collating checks and delivering to Coordinator
2. Provide the staff to conduct the following support services:

Preparation of approximately 750 youth (or more) applications for processing by the City of Austin Human Resources Department (City HR) for payroll

Processing all documents associated with the on-boarding into the city's system. These documents shall include, but are not limited to, the application and all supplemental local, state, and federal documents pursuant to the application process. Additionally, the City shall process the I-9 document separate and apart from the applications and shall be responsible for its completion with the assistance of the County. The County may act as the City's agent for all documents associated with the application except for the I-9 form.

3. Provide a list of the number of opportunities for each department

For any renewal term, the hiring and payroll responsibilities shall be re-negotiated.

### IV. STATEMENT OF RESPONSIBILITY - COUNTY

County shall be responsible for the following:

A. Eligibility screening and placement of 750 Eligible Youth in summer jobs with a variety of governmental and non-profit organizations. At least 115 youth with disabilities will be employed during the Initial Term. The Parties agree that meeting this goal for placement of youth with disabilities is the primary function of the Youth with Disabilities Coordinator, but that these numbers are conditioned upon the receipt of application for employment under the WBL/SYEP by at least that many qualified youth with disabilities. If sufficient qualified applications for youth with disabilities are not received, County will place other youth in the positions pursuant to the terms of this Agreement.

The jobs provided for Eligible Youth under the terms of this Agreement will include, but not be limited to the following areas, provided that the limitations in Section 13.02 are followed:

Environmental  
Accounting/Finance  
Customer Services/Customer Relations  
Newspaper/Journalism  
Office/Clerical  
Criminal Justice  
Public Health  
Communications  
Computer Technology

- B. Adhering to all State of Texas and Federal Child Labor Requirements under the Fair Labor Standards Act ("FLSA"), including the following:
- Employment of any 14 or 15 year old minor is limited to certain occupations under conditions which do not interfere with their schooling, health or well being.
- C. Providing job readiness training for at least 900 summer youth employees.
- D. Submitting a yearly report to the HHSD on the 30<sup>th</sup> of September upon completion of the program for the fiscal year. The report shall contain: total number of SYEP Participants trained, and number in each eligibility category who were trained; total number of SYEP Participants placed in jobs, and number in each eligibility category who were placed in jobs; name of each employer that participated in SYEP and number of Participants who worked for each employer.
- E. The County will include in the year-end report the names of participants, and placement sites.
- F. The County will provide the City HHSD a list of supervisors for the youth placement per session in the year end report, September 30<sup>th</sup>. 2012 Upon request will provide a listing of supervisors and number of youth per session after May 14<sup>th</sup>, 2012.
- G. Managing other related administrative responsibilities necessary to support youth participating in the WBL/SYEP.
- H. Personnel. County will be responsible for employing qualified personnel to fill full-time regular positions and other support positions, if necessary, to meet the following requirements: (Where specific requirements are not stated, County, with City input, will determine the appropriate extent and type of services necessary to meet the goals of the program pursuant to the terms of this Agreement.)
- I. WBL/SYEP Coordinator - County will employ a WBL/SYEP Coordinator who will report to the TCHHSVS Community Services Division Director. Duties and responsibilities will include the following:
- Over-all program budget management (City, County and grant funds)
  - Supervision of over 40 team leaders and support staff (or the number of team leaders and staff as necessary to manage the program during any agreement term as determined by County)
  - Supervise other regular staff positions and temporary staff
  - Lead program evaluation to ensure utilization of resources and effective delivery of service, including oversight in the maintenance of database management system
  - Report to elected officials, community members and management on program status and outcomes
  - Provide regular updates to the Austin Mayor's Committee for People with Disabilities regarding the progress of employment of youth with disabilities.
- J. Job Development, Planning and Training. County will employ appropriate staff (2 FTEs) to provide the following functions and other activities that support the WBL/SYEP:
- Develop public/private sector jobs
  - Coordinate placement of youth.
  - Maintain employer database
  - Coordinate and facilitate "Train the Trainer" workshops
  - Develop training materials
  - Secure training sites, conduct training, and evaluate training of Participants and sponsors
  - Provide presentations for a wide variety of public groups and organizations
  - Plan and coordinate activities related to targeted populations to include assessing job readiness



skills, coordinating job readiness classes and conducting orientations and training.  
Provide support for the WBL/SYEP to include receiving applications, reviewing applications for completeness, and contacting the youth and family

- K. Youth With Disabilities Coordination. County will employ a Youth With Disabilities Coordinator who will report to the WBL/SYEP Coordinator. Duties and responsibilities include the following as specifically related to working with and on behalf of youth with disabilities.

- Develop public and private sector jobs
- Coordinate placement of youth
- Assist in maintaining employer database
- Assist with the coordination and facilitation of "Train the Trainer" workshops
- Develop training materials that address hiring of youth with disabilities
- Plan and coordinate activities related to targeted populations (especially youth with disabilities) to include assessing job readiness skills, coordinating job readiness classes and conducting orientations and training
- Secure services and resources to enhance competencies of youth with disabilities (adaptive equipment will be purchased through the City of Austin)
- Advocate on behalf of youth with disabilities
- Cultivate employment opportunities throughout the community for youth with disabilities
- Provide regular progress updates to the Austin Mayor's Committee for People with Disabilities
- Other duties as assigned and agreed to by County.

- L. Site Liaisons. County will employ Site Liaisons and other support staff mutually agreed to by City and County as necessary to manage the program during any high season term. Duties and responsibilities will include providing support to the WBL/SYEP and serving as the liaison between the employment site, the youth and the WBL/SYEP. Site Liaisons will report directly to the WBL/SYEP Coordinator.

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V. JOINT CITY/COUNTY RESPONSIBILITIES

City and County will both be responsible for conducting services and activities under the terms of this Agreement in a manner that will:

- make placement of youth with disabilities a priority.
- provide employment of at least 115 youths with disabilities subject to the applicable terms of the Agreement.
- provide for placement in employment of at least 750 youth

**ATTACHMENT B**

**PERFORMANCE STANDARDS**

**I. RESPONSIBILITIES FOR PERFORMANCE STANDARDS PREPARED BY COUNTY.**

County will provide program evaluation and performance measurement. County program staff will interview all participating youth, parents of youth Participants and employers of youth Participants and utilize the following indicators to document success:

- 95% of youth Participants surveyed (750) will report over-all satisfaction with their summer employment experience
- 95% of parents surveyed will express over-all satisfaction with the WBL/SYEP
- 95% of employers surveyed will report over-all satisfaction with their summer youth employment experience (not including team leaders employed by the City)
- Number of youth placed in job
- Number of free and reduced lunch youth trained
- Number of free and reduced lunch youth placed
- Number of youth trained
- Number of youth with disabilities placed in Summer Youth Employment jobs
- Youth with disabilities report:
- Total number of youth with disabilities:

A subset of youth with disabilities for the following:

- a. Total number of program applicants
  - b. Total number of program Participants
  - c. Total number of Participants trained
  - d. Total number of youth participating in work program
- Total number of youth completing the work program  
 Percentage of employed (work at least one day) youth in Summer Youth Employment that successfully complete employment.

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**ATTACHMENT C**  
**BUDGET**

CITY OF AUSTIN STIPENDS:	\$345,000.00
<u>TRAVIS COUNTY STIPENDS:</u>	<u>\$217,554.00</u>
<b>TOTAL:</b>	<b>\$562,554.00</b>

**DRAFT**





**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
P. O. Box 1748  
Austin, Texas 78767**

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

**DATE:** June 6, 2012

**TO:** Travis County Purchasing Office

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

**SUBJECT:** Interlocal agreement between the City of Austin and Travis County  
for the Summer Youth Employment Program

**Proposed Motion:**

Consider and take appropriate action to approve the interlocal agreement with the City of Austin for the FY'12 Summer Youth Employment Program.

**Summary and Staff Recommendations:**

Travis County and the City of Austin have jointly funded the Summer Youth Employment Program (SYEP) since 1997. SYEP provides a variety of work-based learning opportunities for at-risk youth throughout the City of Austin and Travis County. Travis County is responsible for administering the program and managing day-to-day operations. There are four full-time staff and approximately seven temporary/seasonal Travis County employees who operate the program. The City of Austin handles all payroll duties for participating youth.

Travis County will contribute \$217,554 toward youth stipends in FY'12, with the City of Austin contributing \$345,000. The total combined funding for youth stipends is \$562,554. This will provide summer jobs for 750 youth, including 115 youth with disabilities.

TCHHSVS staff recommends approving the interlocal.

**Budgetary and Fiscal Impact:**

Travis County's contribution for FY'12 is \$217,554. This contract follows the county's fiscal year. Funds are located in account number 1580270001. Fund certification requisition number is 1000000885.

**Contract Term:**

June 1, 2012 to August 31, 2013

**Issues and Opportunities:**

SYEP provides at-risk youth, including those with disabilities, with summer employment designed to promote self-sufficiency, good citizenship and healthy lifestyles.

**Background:**

SYEP is supported by more than 50 community-based and faith-based organizations that work with county staff to recruit, train, mentor and place young people between the ages of 14 and 17 (14 and 22 for youth with disabilities) in summer jobs. Youth receive training in career development and undergo a self-assessment and personal profile to assist them in identifying future career interests. Youth are placed in jobs exposing them to various career paths such as environmental science, accounting, customer service, journalism, elder care, criminal justice, public health, and child development. They also receive training in life skills, anger management, conflict resolution, and making healthy choices.

**Need for Date Ratification**

City of Austin and Travis County agreed to necessary changes to the inter-local agreement regarding the duties and responsibilities assumed by each party. The changes caused a delay on the renewal process. With the main goal being the continuity of services and considering that initial work is provided by the City as in kind service and that County financial obligations begin with the first payroll starting on June 22, 2012; a ratification approval of this contract to date June 1, 2012 to August 31, 2013 is requested.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Mike Crawford, Senior Financial Analyst, Travis County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Caula McMarion, HHS and VS, Finance Accountant  
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office





# Travis County Commissioners Court Agenda Request

**Meeting Date:** June 19, 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 June 5, 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, June 5, 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 June 5, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputies Gillian Porter and Robert Resnick.

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

## Public Hearing

### 9:00 A.M. to 12:00 P.M. if necessary

1. Receive comments regarding the application from Circuit of the Americas and Formula One for a Texas Mass Gathering Act permit under Chapter 751 of Government Code and related issues, including but not limited to the following:
  - a. Improvements to Elroy, McAngus and Kellam roads;
  - b. Proposed public safety plan, including reports from:
    - 1) Austin/Travis County Health Authority;
    - 2) Travis County Fire Marshal; and
    - 3) Travis County Sheriff;
  - c. Proposed Traffic Management Plan; and
  - d. Proposed Travis County traffic regulations. (Action Item #16)

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

Members of the Court heard from:

Nikelle S. Mead, Partner, Brown McCarroll, LLP, representing Circuit of the Americas (COTA)

Aaron Nathan, Traffic Engineer, Kimley Horn and Associates

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

David Greear, Senior Engineer, TNR

Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans'

Services (TCHHS&VS)

David Lopez, Chief, Sanitary and Health and Human Services Dept., City of Austin  
Hershel Lee, Travis County Fire Marshal  
Phyllis Clair, Major, Law Enforcement, Travis County Sheriff's Office (TCSO)  
Danny Hobby, County Executive, Travis County Emergency Services  
John Carr, Division Manager, Engineering, Facilities Management  
Jim Dillon, Travis County Resident  
Donald Bolin, Travis County Resident  
Kirsha Haverlah, Travis County Resident  
Cathy Olive, Travis County Resident  
Ron Wattinger, Travis County Resident  
Susan Moffat, Travis County Resident  
Donald A. Haywood, Travis County Resident  
Charles Brigance, Civil Engineer, Carlson, Brigance & Doering, Inc.  
Frank DeVought, Travis County Resident  
Mike McElroy, Travis County Resident  
Ronnie Gjemre, Travis County Resident  
Richard Franklin, Travis County Resident  
Lefty Fisher, Travis County Resident  
John Mackno, Travis County Resident  
Trey Salinas, Representing COTA  
Alan Pease, Travis County Resident

*Clerk's Note: The County Judge stated, "I find that plans for the Event, as described in the Application and the Reports that we received today, are adequate and that it is reasonable to expect that preparations for the Event will be substantially completed by the time of the event; and I grant a Permit to conduct the Event in the manner described in the Application and the Reports, on the condition that COTA shall notify the County Judge if and when any circumstances arise that necessitate significant changes to the plans for the Event described in the Application and the Reports, or that will preclude preparations for the event as described in the Application and Reports from being substantially completed in time for the Event."*

*Clerk's Note: The County Judge also stated "County Staff and various departments have met with COTA representatives for months and have been following developments closely. The item has been on the Agenda weekly for many months and we appreciate that there is more work to be done between now and the event and the County will monitor that work and make sure that the commitments made in the application and the reports that the County receives are met."*

*Clerk's Note: The Court approved without objection closing the Public Hearing*

**\*\* Special Agenda scheduling note \*\***

**Citizens Communication and Items 2 through 20 will be called up after 1:30 P.M.**

**Citizens Communication**

Members of the Court heard from:

Ronnie Gjemre, Travis County Resident  
Gus Peña, Travis County Resident  
Cindy Purinton, Benefit Administrator, Human Resources Management Department (HRMD)  
Claudia Garcia, Senior Assistant, HRMD  
Morris Priest, Travis County Resident

### Special Item

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

**RESULT: NOT NEEDED**

### Resolutions and Proclamations

3. Consider and take appropriate action on a Resolution recognizing the 12th Annual Father's Day Parade and Fiesta sponsored by the River City Youth Foundation. (Commissioner Gómez)

Members of the Court heard from:

Mona Gonzalez, Founder and Executive Director, River City Youth Foundation  
Alfonso Ricon, Fathers Active in Communication and Education (FACE)

**MOTION:** Approve the Resolution in Item 3.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

### Planning and Budget Dept. Items

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

**RESULT: NOT NEEDED**

5. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
  - a. Amendment to the Contract with the Corporation for National and Community Service (through the OneStar Foundation) for Health and Human Services and Veterans Service to deobligate unspent funds from the Fiscal Year 2012 award for the Americorps Program; and
  - b. Permission to continue the Comprehensive Energy Assistance Program and use Health and Human Services and Veterans Service Department's budget for related operating expenses until the Fiscal Year 2012 agreement is fully executed.

**RESULT: ADDED TO CONSENT**

6. 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 \$1,036,119.69 for the period of May 18 to May 24, 2012.

**RESULT: ADDED TO CONSENT**

7. Consider and take appropriate action on the following items for Human Resources Management Department:
  - a. Proposed routine personnel amendments; and

**RESULT: ADDED TO CONSENT**

- b. Non-routine request from Criminal Justice Planning.

**RESULT: POSTPONED**

**Justice and Public Safety Items**

- 8. Consider and take appropriate action regarding process to fill position of County Executive, Emergency Services, including:
  - a. Job description;
  - b. Hiring process timeline; and
  - c. Job posting.

Members of the Court heard from:

Danny Hobby, County Executive, Travis County Emergency Services  
Diane Poirot, Director, HRMD

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

**Health and Human Services Dept. Items**

- 9. Consider and take appropriate action on a request to approve the following items related to the Community Development Block Grant available through HUD:
  - a. The proposed projects for the Program Year 2012 Action Plan:
    - 1. Lake Oak Estates Substandard Road Improvement Project Phase 2 for \$326,598;
    - 2. Owner Occupied Home Rehabilitation Project for \$256,024;
    - 3. Family Support Services Social Work Expansion Project for \$106,000;
    - 4. Fair Housing Counseling Project for \$28,451; and
    - 5. Administrative and Planning Project for \$179,268.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** Approve Item 9.a.1–5.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- b. The alternate projects for the Program Year 2012 Action Plan:
  - 1. Homebuyer Assistance Project for up to \$300,000;

2. Owner Occupied Home Rehabilitation Project for up to \$200,000; and
3. Las Lomitas Septic Tank and Water Project for up to \$480,000.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** Approve Item 9.b.1–3.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- c. Substantial Amendment to the 2011-2013 Consolidated Plan to include the Village of Webberville into the service area;

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** Approve Item 9.c.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- d. Substantial Amendments to the Program Year 06, Program Year 08, Program Year 09 and Program Year 10 action plans:
  1. Delete the Program Year 2009 Youth and Family Assessment Center Flex Fund expansion; and
  2. Reprogram project savings and the deleted project funds totaling \$227,935.96 to Owner Occupied Home Rehabilitation Project.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** Approve Item 9.d.1–2.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

### **Purchasing Office Items**

10. Approve Modification No. 1 to Contract No. 11AE0115LP, Klotz Associates, for Bee Creek Road Design Project.

**RESULT:** **ADDED TO CONSENT**

11. Approve contract award for Bridge 155 (Old Highway 20) Replacement Construction Project, IFB No. B120193-LP, to the low bidder, Relmco, Inc.

**RESULT:** **ADDED TO CONSENT**



12. Approve Contract award for commercial moving and storage, IFB No. B120231-NB, to the low bidders:
  - a. Move Solutions, Ltd, primary contractor; and
  - b. Expert Relocation Systems, LLC, secondary contractor.

**RESULT:           ADDED TO CONSENT**

13. Receive update and take appropriate action regarding Request for Services (RFS) No. 110195-LC, ITS Assessment and Chief Information Office (CIO) transition services.:

- a. Change in RFS scope of work;

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent

**MOTION:**           Delete Phase 3 from the RFS Scope of Work.  
**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Samuel T. Biscoe, Sarah Eckhardt  
**SECONDER:**       Karen L. Huber, Commissioner  
**AYES:**            Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSENT:**          Ron Davis

- b. Exemption order to contract with a recruitment firm to provide interim CIO; and

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent  
Leslie Browder, County Executive, Planning and Budget Office (PBO)

**MOTION:**           Approve Item 13.b.  
**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Samuel T. Biscoe, Judge  
**SECONDER:**       Karen L. Huber, Commissioner  
**AYES:**            Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSENT:**          Ron Davis

- c. Other related issues.

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent  
Danny Hobby, County Executive, Travis County Emergency Services  
Sherri Fleming, County Executive, TCHHS&VS  
Leslie Browder, County Executive, PBO  
Joe Harlow, Interim County Executive, Information Technology Services (ITS)  
Barbara Wilson, Assistant County Attorney

**MOTION:**           Direct Purchasing Agent to hire a search firm to locate an Interim Chief Information Officer (CIO).  
**MOVER:**           Samuel T. Biscoe, Judge  
**SECONDER:**       Karen L. Huber, Commissioner

*Clerk's Note: The Court did not Vote on the Previous Motion at this time.*

**MOTION:** Place negotiations with PTI on hold until there is an interim CIO in position.  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**RESULT:** **APPROVED [4 TO 0]**  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSTAIN:** Ron Davis

14. Approve contracts for the provision of air medical response coverage for the Circuit of Americas and Formula One race track:
- a. Contract No. PS120222SH, Circuit of the Americas, LLC; and
  - b. Contract No. PS120231SH, Texas Airline, Inc.

Members of the Court heard from:  
Ronnie Gjemre, Travis County Resident  
Casey Ping, Program Manager. STAR Flight  
Danny Hobby, County Executive, Travis County Emergency Services

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

#### Transportation, Natural Resources Dept. Items

15. Consider and take appropriate action on the use of an Alternative Fiscal Agreement for the Lakeside at Blackhawk Section 3 in Precinct One. (Commissioner Davis)

Members of the Court heard from:  
Steve Manilla, County Executive, TNR

**MOTION:** Approve Item 15.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

#### Other Items

16. Consider and take appropriate action regarding the application from Circuit of the Americas and Formula One for a Texas Mass Gathering Act permit under Chapter 751, Government Code, and (if necessary) Travis County Traffic Regulations. (This item may be taken into Executive Session pursuant to Tex. Gov't. Code Section 551.071)

Members of the Court heard from:  
Steve Manilla, County Executive, TNR  
David Greear, Senior Engineer, TNR

**MOTION:** Approve the Travis County Traffic Regulations set forth in Item 16.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

17. Consider and take appropriate action on assumptions for Travis County regarding the following:
- a. Property tax considerations; and
  - b. 2012 parcel fee rate.

Members of the Court heard from:

Tien Dao, Business Analyst I, Tax Assessor Collector's Office  
Renea Deckard, Associate Deputy, Tax Assessor Collector's Office

**MOTION:** Approve the proposed property tax considerations as well as the 2012 parcel fee rate of \$1.03.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

18. Consider and take appropriate action on property tax rate considerations for the Travis County Healthcare District dba Central Health.

Members of the Court heard from:

Tien Dao, Business Analyst I, Tax Assessor Collector's Office

**MOTION:** Approve Item 18.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

19. Consider and take appropriate action regarding a new civil and family court house, including but not limited to:
- a. Appointment of a Court House Committee to recommend a delivery method and receive update on committee activities;
  - b. Proposed membership for a second Community Advisory Committee; and
  - c. Other related issues.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)  
Belinda Powell, Capital Planning Coordinator, PBO

**RESULT:** **DISCUSSED**

20. Consider and take appropriate action on a Memorandum of Understanding between the Travis County Juvenile Board, Travis County, and the following independent school districts: Austin, Del Valle, Eanes, Lake Travis, Lago Vista, Leander, Manor, Pflugerville, and Round Rock regarding the Travis County Juvenile Justice Alternative Education Program for the 2012-2013 school year.

**RESULT:** **ADDED TO CONSENT**

**Executive Session Items**

**ITEMS 21 THROUGH 23 MAY BE CALLED UP BEFORE 12 NOON AFTER THE PUBLIC HEARING IF TIME ALLOWS.**

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*

- 21. Receive briefing, consider settlement offer and take appropriate action in Melanie Boyte vs. Travis County, Texas, Greg Hamilton, Cynthia Schantz, Julie Martinets and Jane Doe II; A-12-CV-00181-LY. <sup>1</sup>

*Judge Biscoe announced that Item 21 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**RESULT: DISCUSSED** **Reset for: 6/19/2012**

- 22. Consider and take appropriate action on the acquisition of approximately 8.5 acres of land in northwest Travis County in connection with the Balcones Canyonlands Conservation Plan. <sup>2</sup>

*Judge Biscoe announced that Item 22 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.*

**MOTION:** Accept the offer to purchase this approximately 8.5 acres for \$101,520.00.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Karen L. Huber, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- 23. Consider and take appropriate action on a proposal as allowed under an existing Interlocal Agreement to convey title to, relinquish management of, and transfer maintenance responsibility for David Reed Park in Precinct Three from Travis County to the City of Jonestown. <sup>1 and 2</sup>

**RESULT: PULLED**

**Consent Items**

**MOTION:** Approve the following Consent Items: C1–C2 and Agenda Items 5.a–b, 6, 7.a, 10, 11, 12.a–b, and 20.  
**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Karen L. Huber, 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.

## Minutes approved by the Commissioners Court

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Date of Approval

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Samuel T. Biscoe, Travis County Judge



## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 19, 2012

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

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

AB

A handwritten signature in black ink, appearing to read "S. Manilla".

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

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

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, July 10, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate a five foot wide public utility easement and a five foot wide guy wire easement located along the east lot line of Lot 10, Block F of River Ridge – Precinct Two.

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

TNR staff has received a request to vacate a five foot wide public utility easement (PUE) and a five foot wide guy wire easement located along the east lot line of Lot 10, Block F of the River Ridge subdivision. The PUE is dedicated by plat note with the guy wire easement being schematically shown. The subject lot fronts on Mixson Drive, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

### **ISSUES AND OPPORTUNITIES:**

According to the request letter, the purpose of this request is to accommodate for construction of a boat port and driveway in the same area as the subject easements. Vacating the subject easements will allow for this construction without encroaching the easements.

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

None.

**ORDER OF VACATION**

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

WHEREAS, the property owner requests the vacation of a five foot wide public utility easement and a five foot wide guy wire easement located along the east lot line of Lot 10, Block F of the River Ridge subdivision as recorded in Book 63, Page 18 of the Travis County Plat Records;

WHEREAS, all utility companies known to be operating in the area have indicated they have no need for the easements requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on July 10, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the five foot wide public utility easement and a five foot wide guy wire easement located along the east lot line of Lot 10, Block F of the River Ridge subdivision, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

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

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER KAREN HUBER  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR



**RECEIVED**

MAY 25 2012

**CODE: 1101**

**TNR**

**EXHIBIT "A"**

**Page 1 of 3**

**EASEMENT RELEASE AREA**

**BEING 595 SQUARE FEET OR 0.014 OF AN ACRE OF LAND, MORE OR LESS, OUT OF LOT 10, BLOCK F, RIVER RIDGE, A SUBDIVISION OF RECORD IN VOLUME 63, PAGE 18, PLAT RECORDS, TRAVIS COUNTY, TEXAS, CONVEYED TO MICHAEL J. EIRAS AND KELLY S. EIRAS IN DOCUMENT NUMBER 2011096099, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 5 FOOT PUBLIC UTILITY EASEMENT (P.U.E.) DEDICATED IN SAID PLAT OF RIVER RIDGE; SAID 595 SQUARE FEET OR 0.014 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½" rebar found in the northerly right of way line of Mixson Drive, said point being the southwesterly corner of Lot 9, Block F of said River Ridge, conveyed to John Arevalo Castillo and Mary A. Castillo in Volume 12325, Page 297, Real Property Records of said County and being the southeasterly corner of said 5 foot P.U.E., said Lot 10, Block F, and the tract hereof;

THENCE N 84°07'07" W, with the said Mixson Drive, being the southerly line of said Lot 10, said 5 foot P.U.E., and the tract hereof, a distance of 5.00 feet to a point, said point being the southwesterly corner of said 5 foot P.U.E. and the southwesterly corner of the tract hereof;

THENCE N 05°37'56" E, departing said Mixson Drive, running through said Lot 10 with the westerly line of said 5 foot P.U.E and the westerly line of the tract hereof, a distance of 117.96 feet to a point on said 5 foot P.U.E. and being the northwesterly corner hereof;

THENCE N 73°38'37" E, continuing through said Lot 10 and running through said 5 foot P.U.E., a distance of 5.39 feet to a point in the westerly line of Lot 7, Block F, said River Ridge, conveyed to Juan R. Castillo in Document Number 2003170370, Official Public Records of said County, for the northeasterly corner hereof; from which a ½" rebar found at the northwesterly corner of said Lot 9, Block F and being the eastern most angle point of said 5 foot P.U.E. bears N 05°37'56" E, a distance of 5.00 feet;

THENCE S 05°37'56" W, with the common boundary line of said Lot 9 and Lot 10 and being the easterly line of said 5 foot P.U.E. and the easterly line hereof, a distance of 120.00 feet to the **PLACE OF BEGINNING** hereof and containing 595 Square Feet of land or 0.014 of an acre of land, more or less.

**EXHIBIT "A"**  
**Page 2 of 3**

THIS DESCRIPTION TO BE USED WITH THE ATTACHED SKETCH ONLY.



05/05/12

MICHAEL LANCASTER, R.P.L.S. 5529  
B & G SURVEYING, INC.  
1404 W. NORTH LOOP BLVD  
AUSTIN, TEXAS 78758  
(512) 458-6869, Fax: (512) 458-9845

DATE

Tcad Parcel ID: 0127550304

Ref #: B0105012\_ESMT\_REL

<http://www.bandgsurvey.com>



DALE A. THORNTON  
TRACY R. THORNTON  
DOC. 2003132496  
LOT 6, BLOCK F  
RIVER RIDGE  
V. 63, PG. 18  
TCAD PARCEL ID#: 01275500511

SHERRI HOLLAND  
DOC. 1999074067  
LOT 12, BLOCK F  
RIVER RIDGE  
V. 63, PG. 18  
TCAD PARCEL ID#: 0127550306

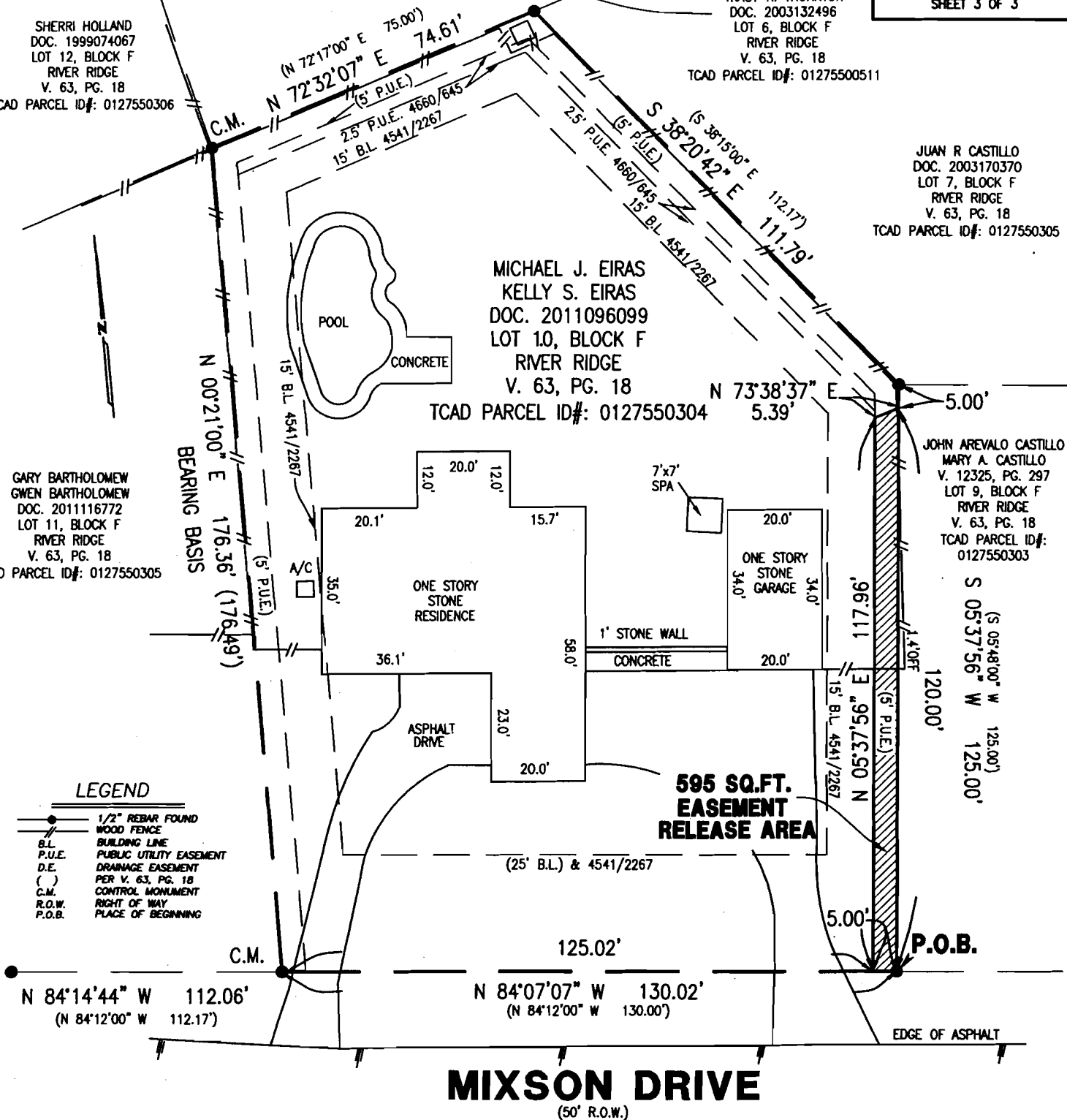
JUAN R CASTILLO  
DOC. 2003170370  
LOT 7, BLOCK F  
RIVER RIDGE  
V. 63, PG. 18  
TCAD PARCEL ID#: 0127550305

MICHAEL J. EIRAS  
KELLY S. EIRAS  
DOC. 2011096099  
LOT 10, BLOCK F  
RIVER RIDGE  
V. 63, PG. 18  
TCAD PARCEL ID#: 0127550304

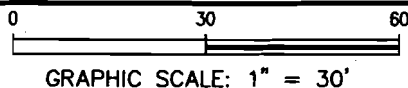
JOHN AREVALO CASTILLO  
MARY A. CASTILLO  
V. 12325, PG. 297  
LOT 9, BLOCK F  
RIVER RIDGE  
V. 63, PG. 18  
TCAD PARCEL ID#: 0127550303

GARY BARTHOLOMEW  
GWEN BARTHOLOMEW  
DOC. 2011116772  
LOT 11, BLOCK F  
RIVER RIDGE  
V. 63, PG. 18  
TCAD PARCEL ID#: 0127550305

- LEGEND**
- 1/2" REBAR FOUND
  - WOOD FENCE
  - BUILDING LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - ( ) PER V. 63, PG. 18
  - C.M. CONTROL MONUMENT
  - R.O.W. RIGHT OF WAY
  - P.O.B. PLACE OF BEGINNING



REVISED: 05/05/12



DATE: 02/01/12 JOB # B0105012\_ESMT\_REL

**B&G** B&G Surveying, Inc.  
Dewey H. Burris & Associates  
Surveyed by: B&G Surveying, Inc.

Dewey H. Burris & Associates  
1404 West North Loop Blvd., Austin, Texas 78756  
Office 512\*458-6969 - Fax 512\*458-9845

**SKETCH TO ACCOMPANY FIELD NOTES**

BEING 595 SQUARE FEET OR 0.014 OF AN ACRE OF LAND, MORE OR LESS, OUT OF LOT 10, BLOCK F, RIVER RIDGE, A SUBDIVISION OF RECORD IN VOLUME 63, PAGE 18, PLAT RECORDS, TRAVIS COUNTY, TEXAS AND CONVEYED TO MICHAEL J. EIRAS AND KELLY S. EIRAS IN DOCUMENT NO. 2011096099, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 5 FOOT PUBLIC UTILITY EASEMENT, DEDICATED IN SAID RIVER RIDGE; SAID 595 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

RECEIVED  
MAY 25 2012CODE: 1101

TNR

EXHIBIT "A"

EASEMENT RELEASE AREA

Page 1 of 3

**BEING 170 SQUARE FEET OR 0.004 OF AN ACRE OF LAND, MORE OR LESS, OUT OF LOT 10, BLOCK F, RIVER RIDGE, A SUBDIVISION OF RECORD IN VOLUME 63, PAGE 18, PLAT RECORDS, TRAVIS COUNTY, TEXAS, CONVEYED TO MICHAEL J. EIRAS AND KELLY S. EIRAS IN DOCUMENT NUMBER 2011096099, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A 5 FOOT BY 40 FOOT GUY EASEMENT (G.E.) DEDICATED IN SAID PLAT OF RIVER RIDGE; SAID 170 SQUARE FEET OR 0.004 OF AN ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING**, at a ½' rebar found at the southwesterly corner of Lot 7, Block F, said River Ridge, conveyed to Juan R. Castillo in Document Number 2003170370, Official Public Records of said County, said point being the northwesterly corner of Lot 9, Block F, said River Ridge, conveyed to John Arevalo Castillo and Mary A. Castillo in Volume 12325, Page 297, Real Property Records of said County, being the eastern most angle point of said Lot 10, and being the northeasterly corner of said G.E. for the northeasterly corner hereof;

THENCE S 05°37'56" W, with the common boundary line of said Lot 9 and Lot 10 and being the easterly line of said G.E. and the easterly line hereof, a distance of 5.00 feet to a point for the northeasterly corner and the **PLACE OF BEGINNING** hereof

THENCE S 05°37'56" W, continuing with the common boundary line of said Lot 9 and Lot 10 and being the easterly line of said G.E. and the easterly line hereof, a distance of 35.00 feet to a point for the southeasterly corner hereof; from which a ½" rebar found in the northerly right of way line of Mixson Drive, said point being the common southerly corner of said Lot 9 and Lot 10 bears, S 05°37'56" W, a distance of 85.00 feet;

THENCE N 84°22'04" W, running through said Lot 10 with the south line of said G.E., a distance of 5.00 feet to a point, said point being the southwesterly corner of said G.E. for the southwesterly corner hereof;

THENCE N 05°37'56" E, continuing through said Lot 10, with the said westerly line of the G.E. and the westerly line of the tract hereof, a distance of 32.98 feet to a point for the northwesterly corner hereof;

THENCE N 73°38'37" E, still continuing through said Lot 10 and running with the north line of said G.E. and the tract hereof, a distance of 5.39 feet to the **PLACE OF BEGINNING** hereof and containing 170 Square Feet or 0.004 of an acre of land, more or less.

**EXHIBIT "A"**  
**Page 2 of 3**

THIS DESCRIPTION TO BE USED WITH THE ATTACHED SKETCH ONLY.



05/05/12

---

MICHAEL LANCASTER, R.P.L.S. 5529

DATE

B & G SURVEYING, INC.

1404 W. NORTH LOOP BLVD

AUSTIN, TEXAS 78758

(512) 458-6869, Fax: (512) 458-9845

Tcad Parcel ID: 0127550304

Ref #: B0105012\_ESMT\_REL\_B

<http://www.bandgsurvey.com>



SHERRI HOLLAND  
DOC. 1999074067  
LOT 12, BLOCK F  
RIVER RIDGE  
V. 63, PG. 18  
TCAD PARCEL ID#: 0127550306

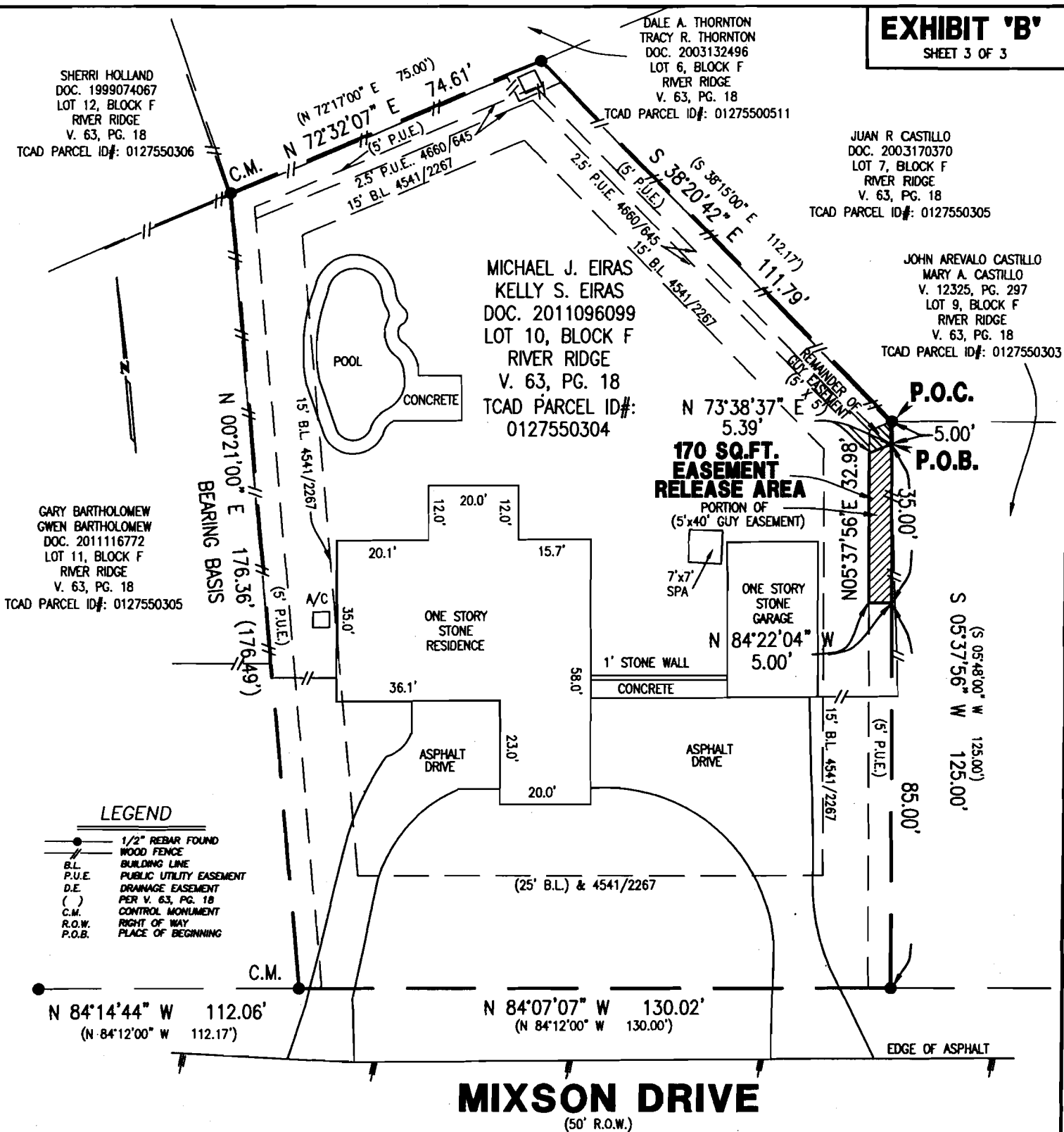
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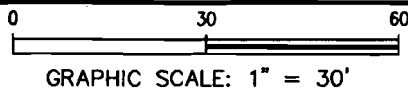
GARY BARTHOLOMEW  
GWEN BARTHOLOMEW  
DOC. 2011116772  
LOT 11, BLOCK F  
RIVER RIDGE  
V. 63, PG. 18  
TCAD PARCEL ID#: 0127550305



**LEGEND**

- 1/2" REBAR FOUND
- WOOD FENCE
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ( ) PER V. 63, PG. 18
- C.M. CONTROL MONUMENT
- R.O.W. RIGHT OF WAY
- P.O.B. PLACE OF BEGINNING

REVISED: 05/05/12



DATE: 02/01/12      JOB # B0105012\_ESMT\_REL\_B



**B&G Surveying, Inc.**  
Dewey H. Burris & Associates  
Surveyed by: B&G Surveying, Inc.

Dewey H. Burris & Associates  
1404 West North Loop Blvd., Austin, Texas 78756  
Office 512\*458-6969 - Fax 512\*458-9845

**SKETCH TO ACCOMPANY FIELD NOTES**

BEING 170 SQUARE FEET OR 0.004 OF AN ACRE OF LAND, MORE OR LESS, OUT OF LOT 10, BLOCK F, RIVER RIDGE, A SUBDIVISION OF RECORD IN VOLUME 63, PAGE 18, PLAT RECORDS, TRAVIS COUNTY, TEXAS AND CONVEYED TO MICHAEL J. EIRAS AND KELLY S. EIRAS IN DOCUMENT NO. 2011096099, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 5 FOOT BY 40 FOOT GUY EASEMENT, DEDICATED IN SAID RIVER RIDGE; SAID 170 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

April 17, 2012

**Easement Release Request**

Address: 12506 Mixson Drive, Austin TX 78732

Lot: 10 Block: F Subdivision: River Ridge Volume: 63 Page: 18

This easement request is being submitted to release the Public Utility Easement (PUE) and the guy wire easement along the East border of the above described property as indicated in survey metes and bounds notes (attached) to allow for construction of a boat port and driveway. This area has been reviewed by the affect utility companies and has no electrical, plumbing or other utilities running through it at this time other than a 5'x 5' section of the North and East area of easement as described in the response from Austin Energy. Letters form affected utility companies are also attached for review.

Please let us know if there are any questions or additional actions required to release this easement. We can be contacted at the number and address below.

Regards,



Michael and Kelly Eiras (owners)  
12506 Mixson Drive  
Austin TX, 78732  
512-739-0794





### SOUTHWESTERN BELL TELEPHONE COMPANY

### RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Michael J. Eiras and Kelly S. Eiras, GRANTEE(S)*, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE(S), as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE(S) situated in *Travis County, Texas*, and described as follows:

Lot 10, Block F, River Ridge, Deed of record in Document 2011096099, Property Records of Travis County, Texas

Said land of GRANTEE(S) being subject to:

*Easements recorded in Volume 63, Page 18, Plat Records of Travis County, Texas,*

The portion of said easements to be hereby released is described as follows:

*620 square feet, a portion of a 5 foot Public Utility Easement and a 5 foot by 40 foot Guy Easement along the east property line of said Lot 10, described above,*

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 17th day of APRIL, 2012

SOUTHWESTERN BELL TELEPHONE COMPANY

Steve Fouseron

Name : STEVE FOUSERON

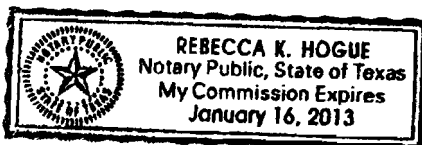
Title: MANAGER ENGINEERING

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUSERON, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 17th day of April, 2012.

Rebecca K. Hogue  
Notary Public in and for the State of TEXAS  
My Commission Expires Jan 16, 2013





**TRANSPORTATION AND 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

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 12506 Mixson Drive, Austin TX 78732 (address) and/or Lot 10, Block F, River Ridge, Volume 63, page 18 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

**STATEMENT**

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert  
Signature  
Laurie Schumpert  
Printed Name  
St. Designer  
Title  
Time Warner Cable - Central TX  
Utility Company or District  
March 26, 2012  
Date

Please return this completed form to:

Michael Eiras  
Name  
12506 Mixson Drive  
Address  
Austin, TX 78732  
City/State/Zip



12012 N. Mopac Expressway  
512/485-6417 (Laurie Schumpert)

Austin, TX 78758  
512/485-1485 (Fax)

**APPLICATION FOR VACATION OF EASEMENT**

**Please Print**

Application is hereby made for the release of the following easement(s) as described below:

The easement is on property legally described as:

Subdivision: RIVER RIDGE Section: \_\_\_\_\_ Block: F

Lot Numbers: 10

Address: 12506 MIXSON DRIVE AUSTIN TX 78732  
Number & Street City State Zip

As recorded in Volume 63, Page 18, of the Plat Records of Travis County, Texas

Provide common description of the easement requested for release, indicating the amount of the easement to be released:

(Example: Five foot P.U.E. & D.F. on either side of the common lot line between lots X and X).

Please provide a survey or plat of the area with the easement to be released highlighted.

REQUEST RELEASE OF PUE AND GUY WIRE EASEMENT ON EAST SIDE OF LOT AS ILLUSTRATED IN ATTACHED SURVEY METES AND BOUNDS DOCUMENT.

Reason for requesting release (Example: Single Family Residence, Accessory Building, etc)

TO BUILD A BOAT DOCK FOR BOAT STORAGE

Please note: If multiple owners are making this request, complete name, address, phone must be provided for all.

Property Owner's name(s): MICHAEL AND KELLY GIRAS

Mailing Address: 12506 MIXSON DRIVE AUSTIN TX 78732  
Number & Street City State Zip

Phone: 512-737-0794  
Day Time Cell Fax

I authorize the following person/company to act in my behalf as my designated agent: N/A

Name of agent/company: \_\_\_\_\_  
Name of Company Name of Contact

Mailing Address: \_\_\_\_\_  
Number & Street City State Zip

Phone: \_\_\_\_\_  
Day Time Cell Fax

The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with procedure for requesting release of easements established by Time Warner Cable. It is further understood that acceptance of this application does not obligate Time Warner Cable to release the subject easement

Signature of Applicant/Agent

03/26/12

Date



**TRANSPORTATION AND 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

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**STATEMENT**

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry W. Marley 3.27.12  
Reviewed by:

Deborah J. Gernes  
Signature  
Deborah J. Gernes  
Printed Name  
General Manager  
Title  
TR. Cty. WCID 17  
Utility Company or District  
3.27.12  
Date

Please return this completed form to:

Michael Eiras  
Name  
12506 Mixson Drive  
Address  
Austin, TX 78732  
City/State/Zip



**TRANSPORTATION AND 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

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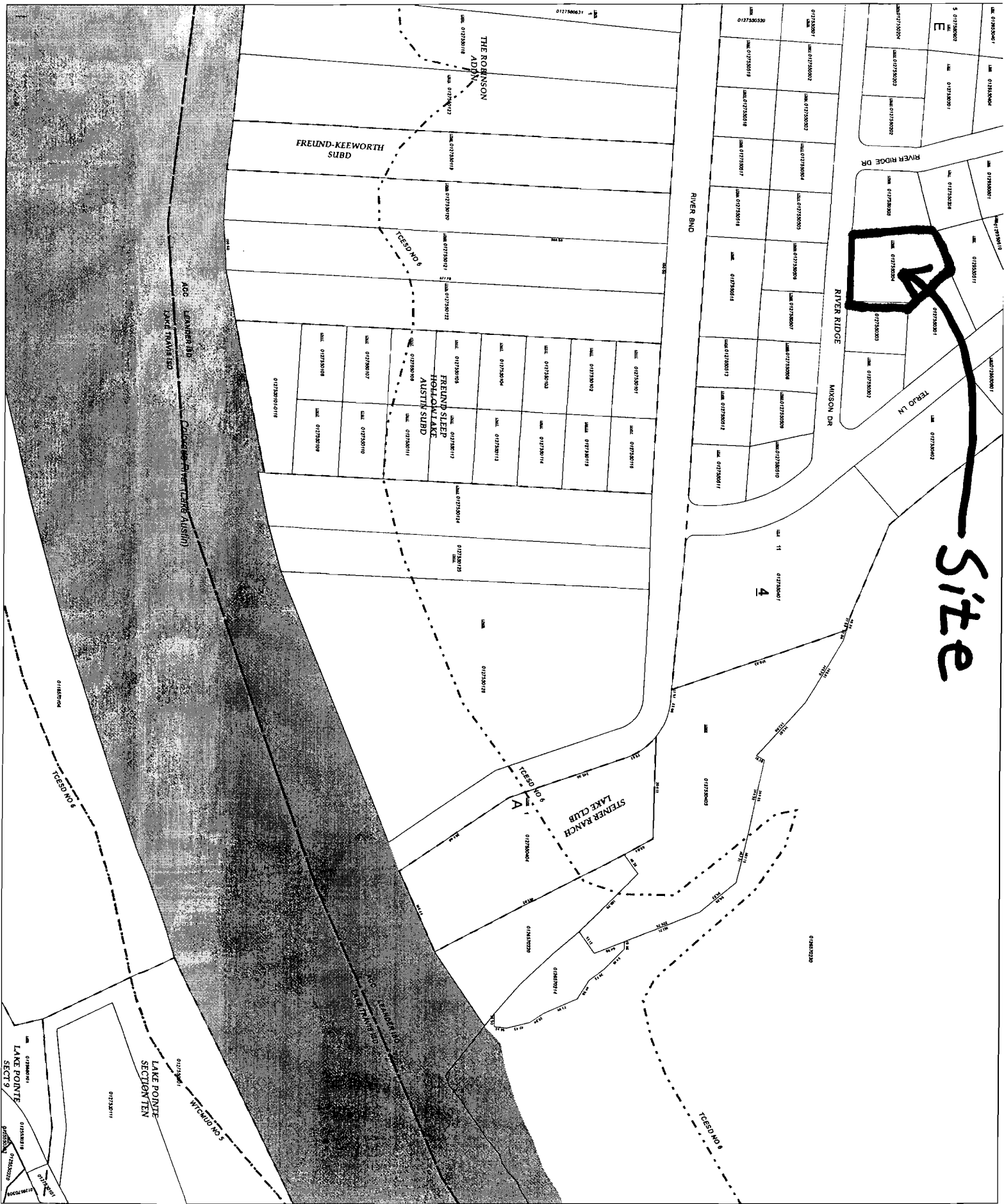
**STATEMENT**

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

  
 Signature  
 Sonny Poole  
 \_\_\_\_\_  
 Printed Name  
 Mgr., PIRES  
 \_\_\_\_\_  
 Title  
 Austin Energy  
 \_\_\_\_\_  
 Utility Company or District  
 May 10, 2012  
 \_\_\_\_\_  
 Date

Please return this completed form to:

Michael Eiras  
 Name  
12506 Mixson Drive  
 Address  
Austin, TX 78732  
 City/State/Zip



Site

12755

Revision Date  
11/04/2010

0 100 Feet

NAD\_1983\_StatePlane  
Texas\_Central\_FIPS\_4203\_Feet  
Projection: Lambert\_Conformal\_Conic

Scale: 1" = 100 feet  
1:15657

This tax map was compiled solely for the use of TCAO. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAO makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

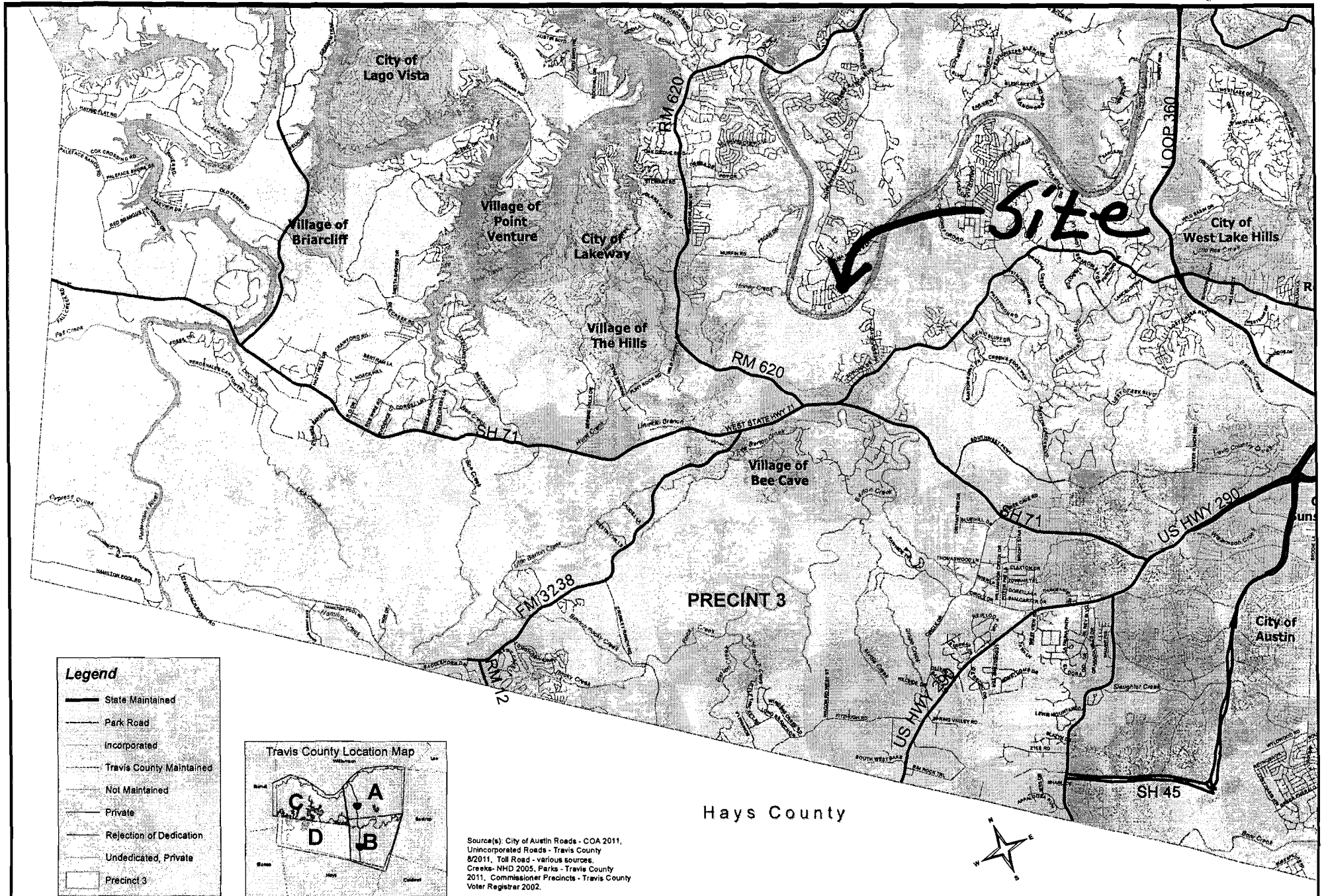
**Travis Central Appraisal District**  
8314 Cross Park Drive  
Austin, Texas 78754

P.O. Box 149012  
Austin, Texas 78714

Internet Address: [www.traviscad.org](http://www.traviscad.org)  
Main Telephone Number (512)-834-9317  
Appraisal Information (512) 834-9318  
TDD (512) 836-3328

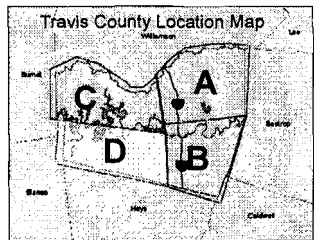






**Legend**

- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3

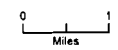


Source(s): City of Austin Roads - COA 2011,  
 Unincorporated Roads - Travis County  
 8/2011, Toll Road - various sources,  
 Creeks- NHD 2005, Parks - Travis County  
 2011, Commissioner Precincts - Travis County  
 Voter Registrar 2002.



Map Disclaimer: The data is provided  
 "as is" with no warranties of any kind

# Travis County Roadways, Map D



Map Prepared by: Travis County,  
 Dept. of Transportation & Natural  
 Resources. Date: 8/9/2011



## **Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3**

**Meeting Date:** June 19, 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 Northwest Travis County Road District No. 3 Minutes for the Voting Session of June 5, 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 Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, June 5, 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 June 5, 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. Consider and take appropriate action on property tax rate considerations for the Northwest Travis County Road District No. 3.

Members of the Court heard from:

- Tien Dao, Business Analyst I, Tax Assessor Collector's Office
- Stephany Brown, Training Education Coordinator I, Tax Assessor Collector's Office
- Leroy Nellis, Transition Budget Director, PBO
- Renea Deckard, Associate Deputy, Tax Assessor Collector's Office

**MOTION:** Approve Staff recommendations in Items 1.a–c and take no action on Items 1.d–e.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

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



## Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

**Meeting Date:** June 19, 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 June 5, 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, June 5, 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 June 5, 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. Consider and take appropriate action on property tax rate considerations for the Travis County Bee Cave Road District No. 1.

Members of the Court heard from:  
Tien Dao, Business Analyst I, Tax Assessor Collector's Office

**MOTION:** Approve Staff recommendations in Item 1.  
**RESULT:** **APPROVED [4 TO 0]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSTAIN:** Ron Davis

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

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