



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 7, 2014

**Prepared By:** Shaun Auckland, Environmental Specialist

**Phone #:** 512-854-4496

**Division Director/Manager:** Jon White/ Thomas Weber

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action to approve and execute a Zero-Waste Interlocal Agreement with the City of Austin.

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

TNR recommends the Commissioners Court authorize the execution of an Interlocal Agreement with City of Austin to promote and implement Zero-Waste goals, programs, and initiatives shared between Travis County and the City of Austin. The agreement would become effective upon the Courts approval. It has already been approved by the Austin City Council on December 12, 2013.

April 2011, the City of Austin adopted resolution 20110421-053 authorizing the City of Austin to negotiate an Interlocal Agreement with Travis County for the promotion and implementation of Zero-Waste. On April 19, 2011 Travis County unanimously approved a directive for Travis County to negotiate an agreement with the City of Austin and to bring back an agreement for the Court approval.

### **STAFF RECOMMENDATIONS:**

TNR recommends adoption of the draft Interlocal Agreement.

### **ISSUES AND OPPORTUNITIES:**

Travis County and City of Austin identified several opportunities to partner, including:

- (1) Continuing and expanding residential access to household hazardous waste management;
- (2) Streamlining brush, bulk, trash, and recycling collection among city and county facilities;
- (3) Adopting similar and improved waste diversion standards at Travis County facilities as currently utilized at city facilities; and
- (4) Utilizing similar educational materials for all City and County residents and businesses where applicable.

Travis County has the ability to optimize waste diversion from our own operations. However, the greatest challenge to achieving long term Zero-Waste objectives may be the lack of authority that counties have to require recycling and waste diversion by residential and commercial generators of waste in areas outside of municipal boundaries.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

No significant fiscal impact is identified.

**ATTACHMENTS/EXHIBITS:**

Zero-Waste Interlocal Agreement  
 Commissioner Court Backup and Minutes, April 19, 2013

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	512-854-4239
Steve Manilla	County Executive	TNR	512-854-9429
Cyd Grimes	Purchasing Agent	Purchasing	512-854-9761

**CC:**

Thomas Weber	Environmental Program Manager	TNR	512-854-4629
Jon White	Natural Resources Environmental Quality Division Director	TNR	512-854-7212
Keith Coburn	Environmental Project Manager	TNR	512-854-5866
Tom Nuckols	Assistant County Attorney	County Attorney's Office	512-854-9262

: :  
**0801 - NREQ - Zero-Waste Interlocal Agreement**

**INTERLOCAL AGREEMENT BETWEEN  
TRAVIS COUNTY AND THE CITY OF AUSTIN  
FOR THE PROMOTION AND IMPLEMENTATION OF THE ZERO WASTE  
INITIATIVE**

This Interlocal Agreement ("Agreement") is made by and between Travis County, a political subdivision of the State of Texas and through its duly authorized County Judge, or designee ("the County"), and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas acting by and through its duly authorized City Manager, or designee ("the City"), hereinafter collectively referred to as the "Parties" upon the premises and for the consideration stated herein.

**WITNESSETH:**

**WHEREAS**, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq.; and

**WHEREAS**, the County and the City share the goal of developing, promoting, and applying zero waste and sustainability strategies for the benefit of current and future generations; and

**WHEREAS**, the County and the City desire to enter into this Interlocal Agreement to establish common goals, provide for coordinated efforts, and cooperate to implement zero waste strategies;

**NOW, THEREFORE**, the County and the City agree as follows:

**I. COMMON GOALS**

A. In concert with the United Nations Urban Environmental Accord, the City's Resolution Number 20090115-050 adopting a Zero Waste Strategic Plan, and consistent with recycling responsibilities of counties and municipalities as outlined in Texas Health & Safety Code Sec. 361.425 – 361.426, the City and the County agree that the goal of Zero Waste is defined as follows:

(a) Reducing by 20% the per capita solid waste disposed to landfills by 2014, based upon the estimated quantity disposed amount of in 2009;

(b) Diverting 75% of waste from landfills and incinerators by 2020, based upon periodic audits conducted by the City of Austin; and

(c) Diverting 90% of waste from landfills and incinerators by 2040, based upon periodic audits conducted by the City of Austin.

B. The primary goal of this Agreement is to achieve the goal of zero waste through coordinated efforts of both regulatory programs by the City and non-regulatory programs by both Parties.

C. The Parties will provide annual reports to the City's Zero Waste Advisory Commission regarding progress made towards achieving the goals of this Agreement.

## II. PROGRAMS

A. Lead by Example.

1. Using contracted services or other means, the Parties will each conduct evaluations of the waste streams of respective City and County departments, develop waste diversion programs for the departments where appropriate, and measure the waste reduction.
2. The Parties will provide office stream recycling at all City and County offices.
3. The Parties will work together to establish a list of best management practices, including practices that promote recycling and use of construction materials made of recycled material, to be implemented in existing City and County facilities and to be used in design and construction of new City or County facilities.
4. The City will continue to require that facility use agreements for events on City property or events sponsored by the City include the following zero waste requirements:
  - (a) restrictions on use of Styrofoam, glass, and single-use carryout bags; and
  - (b) requirements for litter control, waste management, and recycling by event organizers.
5. The County will update its facility use agreements for events on County property or events sponsored by the County to include the following zero waste requirements:
  - (a) restrictions on use of Styrofoam, glass, and single-use carryout bags; and
  - (b) requirements for litter control, waste management, and recycling by event organizers.
6. The County will consider updating its facility use agreements at time of renewal or next modification for food service vendors at County facilities to require diversion in the manner set out in City Code Chapter 15-6 Article 5 (*Universal Recycling*), hereinafter "URO".
7. The County will consider updating its facility use agreements at time of renewal or next modification following adoption of commercial composting administrative rules to require for-profit food service vendors at County facilities to separate compostable waste from other waste streams to be diverted in a manner as set out in City Code.

8. The City will share training resources to include special event diversion standards in the facility agreements at County event facilities.

9. Staff representing the Parties will work together to:

(a) review methods to recover and recycle specialty materials such as tires, automotive fluids, automotive batteries, and scrap metal; and

(b) propose practices to achieve recovery and recycling of identified specialty materials for adoption by the City and County.

(c) County staff will coordinate with the Travis County Purchasing Department to ensure proposed methods and practices are consistent with procurement policies, property disposition requirements, and to maximize the generation of revenue.

B. Education.

1. The Parties will implement employee and public education campaigns to correspond to regulatory efforts made under this Agreement. The Parties agree to share education-related publications and video material for copying and distribution.

2. The Parties agree to collaborate on development of educational material relating to the zero waste strategy that will be distributed to schools by each Party.

3. The Parties may enter into additional Interlocal Cooperation Agreements to develop and fund public education campaigns.

4. The Parties agree to collaborate on training provided to businesses and multifamily properties regarding Zero Waste and the Universal Recycling Ordinance.

C. Community Drop-off and Reuse Facilities

1. The Parties will consider executing agreements to provide residential drop-off facilities for materials that are difficult to recycle including but not limited to large bulk items, household hazardous waste, batteries, oils, paints, antifreeze, and large brush.

2. The Parties will carry out the following steps in evaluating this effort:

a) evaluate existing locations provided by the City, County, and by private providers where the materials can now be recycled by the public;

b) identify the locational gaps and areas of opportunity whereby public recycling could be feasibly increased;

c) propose either County, City, or joint funding and staffing of a facility(s) for residential drop off and processing/re-use; and

d) implementation and operation are initiated.

- D. Consistency in Service. The County and the City will work together to establish similar solid waste management, recycling, and composting services to be provided to commercial operations and residents of the City and County.
- E. Incentives. The City and County will collaborate on recognizing and/or rewarding businesses for their green business leadership.

### III. TERM, TERMINATION

A. This Agreement shall be effective from and after the date of execution by all parties and remains in effect for twelve months unless terminated earlier under Section III C or extended under Section III B.

B. This Agreement shall automatically renew on the anniversary date for twenty-nine (29) successive one year terms, unless terminated under Section III C. or D.

C. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have 60 days after receipt of written notice of the default within which to cure the default. If such default is not cured within the 60 days, then the offended party shall have the right without further notice to terminate this Agreement.

D. This Agreement may be terminated by either Party following 30 days advanced written notice provided pursuant to Section IV.E.

### IV. MISCELLANEOUS

A. Severability. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality of invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement

B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Travis County, Texas.

C. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the County and the City Manager of the City of Austin or designee.

D. Entire Agreement. This Agreement constitutes the entire agreement between the City and the County. No other agreement, statement or promise relating to

the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

E. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand deliver and three days after deposit in the U.S. Mail in case of mailing. The address of the City for all purposes shall be:

City of Austin  
Austin Resource Recovery  
P.O. Box 1088  
Austin, Texas 78767-1088  
(512) 974-7678

The address for the County for all purposes under this Agreement and for all notices hereunder shall be provided to the following:

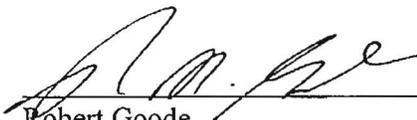
Travis County  
Transportation & Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767-1748  
(512) 854-9383

and

Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767-1748  
(512) 854-9700

**WHEREFORE**, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

**CITY OF AUSTIN**

By:   
Robert Goode  
Assistant City Manager

Date: 12/16/13

**TRAVIS COUNTY**

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

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

By: Cyd V. Grimes  
Cyd Grimes, C.P.M. CPPO,  
Purchasing Agent

Date 12/19/13

**APPROVED AS TO FORM:**

By: Nitzi Costello  
City of Austin  
Law Department

By: \_\_\_\_\_  
Travis County Attorney's Office



## Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session  
Prepared By: Peter Einhorn, Commissioner Precinct 2 Office, 854-9222  
Elected/Appointed Official/Dept. Head: Sarah Eckhardt, Precinct 2, Commissioner  
Sponsors: Commissioner Eckhardt

---

---

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON AN INTERLOCAL AGREEMENT TO PARTNER WITH THE CITY OF AUSTIN ON IMPLEMENTING ZERO-WASTE GOALS IN TRAVIS COUNTY

---

---

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

Enter Background/Summary of Request and Attachments here

See attached memo.

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

This effort could have a fiscal impact, but this agenda item is only to instruct the County Attorney's office to negotiate the terms of an interlocal with City of Austin staff.

### **REQUIRED AUTHORIZATIONS:**

Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	04/12/2011 2:34 PM
Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	04/12/2011 2:34 PM
County Attorney's Office	Tom Nuckols	Completed	04/13/2011 1:42 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



**SARAH ECKHARDT**  
TRAVIS COUNTY COMMISSIONER PRECINCT 2

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748 ROOM 500  
AUSTIN, TEXAS 78767  
(512) 854-9222

To: Judge Samuel T. Biscoe and the Travis County Commissioners Court

From: Commissioner Sarah Eckhardt

SUBJECT: "Zero-waste" Agreement between Travis County and the City of Austin

The Central Texas region has faced and, absent a change in the *status quo*, will continue to face the difficult issue of whether to expand existing landfills and build new landfills to handle our solid waste. "Zero-waste" is a goal to divert 90% of waste from landfills and incinerators using a systematic approach to evaluate and manage the flow of resources and waste created by our community.

The City of Austin recently adopted a Zero-Waste Strategic Plan as its long term planning vehicle for achieving the goal of zero-waste by 2040. The plan contained a host of policy and program recommendations. The City Council directed City staff to incorporate the plan into a master plan for the City's Solid Waste Services Department.

In addition to the ten counties that make up the Capital Area Council of Government, it is projected that 33 counties will send some or all of their solid waste to the four Austin area landfills. Counties are therefore an important stakeholder in any program to divert the flow of solid waste into landfills. Travis County has a particular interest in this issue. Not only are most existing area landfills located in the unincorporated part of Travis County, but any future landfills may be located there as well. The zero-waste effort will be instrumental in reducing our need for additional landfill space.

Moreover, zero-waste makes economic sense in terms of jobs. For every 10,000 tons of solid waste sent to a landfill, only one job is created. For every 10,000 tons of organic solid waste composted, four jobs are created. For every 10,000 tons of recyclables processed, ten jobs are created. For every 10,000 tons of reusable processed, 75 to 250 jobs are created.

The City of Austin and Travis County have an opportunity to partner to achieve a goal of zero-waste. In April, 2008 the Travis County Commissioners Court sent a letter of support to the Austin City Council in support of their zero-waste efforts and expressing our desire to collaborate to the extent we are able statutorily. It is being proposed that the City of Austin and Travis County enter into an interlocal agreement in which they commit to work collaboratively to formulate a plan for achieving the goal of zero-waste. The interlocal agreement would set out the process, criteria, schedule, and public input process for development of an inter-jurisdictional plan to achieve that goal, much the way that cities and counties partnered in the early years of this decade to achieve the goal of complying with federal air quality standards.

In 2002, Central Texas cities and counties, including Austin and Travis County, entered into the Early Action Compact (EAC). The EAC committed its participants to formulate a plan for reducing air pollution in order to achieve the federal eight-hour ozone standard. The EAC set out the process, criteria, and schedule for development of the Clean Air Action Plan (CAAP). The CAAP, in turn, contained the policies, programs, and data gathering to be implemented to achieve the standard. The EAC could be an excellent template that could be replicated to promote regional collaboration in pursuit of zero-waste goals.



**Minutes for the  
Travis County Commissioners Court  
Tuesday, April 19, 2011  
Voting Session**

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

**Roll Call**

Meeting called to order on April 19, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

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

**Citizens Communication**

Members of the Court heard from:  
Gus Peña, Travis County Resident  
Morris Priest, Travis County Resident

**Special Items**

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

*Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning stays in place.*

**RESULT: DISCUSSED**

**Introductions**

2. **Canceled – Reset to May 3, 2011.**  
Introduce Abigail Smith, the new Chief Animal Services Officer at the Town Lake Animal Center.

**RESULT: POSTPONED** **Reset for: 5/3/2011**

**Proclamations and Resolutions**

3. Approve Resolution honoring the River City Youth Foundation's "Beacons of Light" (Los Faros de Luz) 28th Annual Youth Recognition Ceremony. (Commissioner Gómez)

**RESULT: ADDED TO CONSENT**

**Transportations and Natural Resources Dept. Items**

4. Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Shadowglen Phase One, Section 1(A) – 4(A), Section 5, Section 6, Section 7 and Section 8 – five subdivisions within Precinct One. (Commissioner Davis)

**RESULT:           ADDED TO CONSENT**

5. Consider and take appropriate action on the request for an acceptance of dedication of street and drainage facilities for Park at Blackhawk Section 5, Section 6, and Park at Blackhawk II Phase 2B, three subdivisions in Precinct Two. (Commissioner Eckhardt)

**RESULT:           ADDED TO CONSENT**

**Planning and Budget Dept. Items**

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

**RESULT:           ADDED TO CONSENT**

7. Consider and take appropriate action authorizing the County Judge to execute a Statement of Impact - Environmental Assessment for a home buyer assistance pilot program to be administered in Travis County by the Texas Department of Housing and Community Affairs.

**RESULT:           ADDED TO CONSENT**

8. Consider and take appropriate action on request to:

- a. Accept and open applications and good faith checks from local banks interested in being Travis County's Depository Bank; and
- b. Authorize the Bank Depository Review Committee to review the applications and recommend a Depository Bank to the Court.

Members of the Court heard from:

Deborah Lauder milk, Investment Manager, Cash/Investment Management  
Reagan Grimes, Senior Financial Analyst, Cash/Investment Management  
Barbara Wilson, Assistant County Attorney

**MOTION:**           Approve Items 8.a–b.

**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

**Administrative Operations Items**

9. 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 \$678,799.41 for the period of April 1 to April 7, 2011.

**RESULT:           ADDED TO CONSENT**

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

**RESULT: ADDED TO CONSENT**

11. Consider and take appropriate action on request to approve funding and minor renovation project at the Palm Square facility. (Commissioner Gómez)

**RESULT: ADDED TO CONSENT**

#### **Justice and Public Safety Items**

12. Consider and take appropriate action regarding a reallocation of funding and restructuring of the Commitment to Change Program administered by the Counseling and Education Services Department.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)  
Caryl Colburn, Director, Travis County Counseling and Education Services (TCCES)  
Kimberly Pierce, Planning Manager, Criminal Justice Planning (CJP)  
The Honorable Julie Kocurek, Judge, 390<sup>th</sup> District Court

**MOTION:** Approve Item 12.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez  
**ABSENT:** Sarah Eckhardt

#### **Purchasing Office Items**

13. Approve contract award for consulting services relating to redistricting, RFS No. S110035-EC, to the highest qualified respondent, Roland L. Rios & Associates PLLC.

Members of the Court heard from:

Cyd Grimes, Purchasing Agent  
Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)  
Daniel Bradford, Assistant County Attorney

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

*Clerk's Note: The Court took a further vote to clarify the previous motion's intention regarding the contract.*

**MOTION:** Approve the base contract of \$66,467.00 with the understanding that the Purchasing Agent will come back April 26, 2011, with any modifications.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSENT:** Ron Davis

*Clerk's Note: The Court noted an error in the Agenda language the corrected firm name is Rolando L. Rios & Associates PLLC.*

14. Approve Modification No. 6 to Contract No. 08T00249NB, Smith Protective Services, Inc. for on-site security guard services.

**RESULT:           ADDED TO CONSENT**

15. Approve Modification No. 1 to Contract No. PS110003EC, Workforce Solutions - Capital Area Workforce Development Board for Child Care Local Match Transfer Agreement.

**RESULT:           ADDED TO CONSENT**

16. Approve Modification No. 17 to Contract No. PS980170JJ, Clean Air Force of Central Texas for improving air quality services.

**RESULT:           ADDED TO CONSENT**

17. Consider and take appropriate action regarding issuance of Request for Services No. S110160-ML, parking management services at 3rd and Guadalupe.

**RESULT:           ADDED TO CONSENT**

18. Approve Modification No. 5 to Contract No. PS090110RE, Capital Investing in Development and Employment of Adults, Inc., for workforce development.

**RESULT:           ADDED TO CONSENT**

19. Pursuant to Section 263.151 of the Texas Local Government Code, declare list of certain equipment as surplus property and sell at public auction.

**RESULT:           APPROVED WITHOUT OBJECTION**

20. Consider and take appropriate action on the following matters in relation to the development of a new civil and family courthouse:

- a. Authorize Purchasing Agent to issue Request For Information with a specified due date;

Members of the Court heard from:  
Cyd Grimes, Purchasing Agent

**MOTION:** Authorize the Purchasing Agent to issue the RFI with the caveat that the responses would not be reviewed until we have, pursuant to Item 20.c, made a selection on a Request For Services (RFS) for a Project Manager with financial expertise to provide us the information that we need to make a decision on how we are going to do the project to evaluate responses and other preparation. The deadline for the RFI will be June 30, 2011.

**CLARIFICATION:** Authorize the Purchasing Agent to issue the RFI with the responses not to be reviewed until an Owner Representative/Project Manager has been selected through Item 20.c, preparation of an RFS for an Owner Representative/Project Manager with expertise in financing projects of these types.

**MOVER:** Sarah Eckhardt, Commissioner

**RESULT:** APPROVED [3 TO 2]  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt  
**NAYS:** Karen L. Huber, Margaret J. Gómez

*Clerk's Note: By approving the above motion the Court authorized Staff to draft the RFS and bring it back to the Court for approval.*

- b. Identify internal team to oversee RFI process, including evaluation of responses;

Members of the Court heard from:  
Cyd Grimes, Purchasing Agent  
Rodney Rhoades, County Executive, Planning and Budget Office (PBO)

**MOTION:** That the internal team be comprised of the following:

- o Two representatives from PBO—one with expertise in finance and one from Planning;
- o One representative from Facilities Management with expertise in construction negotiation and management;
- o One representative from Transportation and Natural Resources (TNR) with expertise in park and transportation planning and construction management;
- o Two representatives from the County Attorney's Office—one with expertise in land use and one with experience in contracts;
- o One representative from the Purchasing Agent; and,
- o One representative from the Auditor's Office.

**FRIENDLY AMENDMENT:** That PBO chair the internal team.  
**RESULT:** ACCEPTED  
**MOVER:** Samuel T. Biscoe, Judge

**RESULT:** APPROVED [3 TO 2]  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt  
**NAYS:** Karen L. Huber, Margaret J. Gómez

- c. Preparation of Request For Solicitation for an owner's representative or outside P3 consultant;

*Clerk's Note: Please refer to Item 20.a for action on this Item.*

- d. Schedule Work Session; and

**MOTION:** Set the Work Session for May 5, 2011.  
**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- e. Other issues related thereto.

**RESULT:** DISCUSSED

*Clerk's Note: The Court indicated its intention to have a monthly agenda item related to this issue.*

**Other Items**

21. Consider and take appropriate action on legislative matters, including:

- a. Update on legislative activities;
- b. House Bill 2702, relating to the application of statutes that classify political subdivisions according to population;
- c. House Bill 2979, relating to county authority to provide certain exemptions to restrictions on outdoor burning;
- d. House Bill 1975, relating to the submission of election changes under Section 5 of the Voting Rights Act of 1965; and

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR  
Greg Knaupe, Legislative Consultant, Knaupe GR  
Danny Hobby, County Executive, Travis County Emergency Services

**RESULT: DISCUSSED**

- e. Amendments to the priorities, policy positions, and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

**MOTION:** Adopt the proposed policy positions regarding support of legislation that would give Travis County more options for storage and maintenance of paper records and opposition of legislation that would reduce or eliminate local control over the placement and usage of digital electronic billboards.

**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

22. Consider and take appropriate action on request to approve Interlocal Agreement with Texas Department of Transportation to allow for electronic filing of crash reports.

Members of the Court heard from:

David Lampl, Project Manager III, Information and Telecommunication Systems (ITS)

**MOTION:** Approve Item 22.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Sarah Eckhardt, Commissioner

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

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

**ABSENT:** Ron Davis

23. Consider and take appropriate action on request for two members of the Travis County Sheriff's Office Correctional Tactical Unit to use a county vehicle to transport tactical gear to Moundsville, West Virginia to compete in the 2011 Mock Prison Riots.

**RESULT: ADDED TO CONSENT**

24. Consider and take appropriate action on acceptance of a donation of \$10,000 from the Downtown Austin Alliance for the Travis County District Attorney's Office.

**RESULT: ADDED TO CONSENT**

25. Receive annual report from Travis County Healthcare District d/b/a Central Health.

**MOTION:** Accept the report in Item 25.

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

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

**SECONDER:** Karen L. Huber, Commissioner

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

**ABSENT:** Ron Davis

26. Receive presentation from the County Auditor regarding a public private partnership project (Brooklyn, New York), a recently constructed civil and family law courthouse (Charlotte, North Carolina) and issues and opportunities related thereto. (Commissioner Gomez)

Members of the Court heard from:

Susan Spataro, Travis County Auditor

The Honorable John K. Dietz, Judge, 250<sup>th</sup> District Court

**RESULT: DISCUSSED**

27. Consider and take appropriate action on an Interlocal Agreement to partner with the City of Austin on implementing zero-waste goals in Travis County. (Commissioner Eckhardt)



**MOTION:** Agree to partner, direct Staff to work with the City of Austin and bring back an Interlocal for final approval.

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

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

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

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

**ABSENT:** Ron Davis

#### Executive Session Items

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

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

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

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

*Note 4: Gov't Code Ann 551.076, Security*

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

28. Consider and take appropriate action regarding economic development agreement with Austin Executive Airport. <sup>5</sup>

*Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.*

**MOTION:** Direct Staff to give the applicant the briefing that the Court received.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSENT:** Ron Davis

29. Consider and take appropriate action on an offer presented to sell approximately 120 acres of undeveloped land near the intersection of State Highway 130 and Onion Creek in Precinct Four, for inclusion in the Onion Creek Open Space Parkland - 2005 Bond Program. (Commissioner Gómez) <sup>2</sup>

*Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.*

**MOTION:** Approve the purchase of the 120 acres for \$1.5M; the funding source is the 2005 Bond Program.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSENT:** Ron Davis

30. Consider and take appropriate action on a counter-offer to sell approximately 3 acres of land near the intersection of U.S. Highway 183 South and Onion Creek in Precinct Four, for inclusion in the Onion Creek Open Space Parkland - 2005 Bond Program. (Commissioner Gómez) <sup>2</sup>

*Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.*

**RESULT:** **DISCUSSED**

31. Consider and take appropriate action on Economic Development Agreement for property tax rebates with FRV AE Solar, LLC (Webberville Solar Farm). (Commissioner Davis) <sup>5</sup>

**MOTION:** Approve Item 31.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez  
**ABSENT:** Sarah Eckhardt

#### Consent Items

**MOTION:** Approve the following Consent Items: C1–C2 and Agenda Items 3, 4, 5, 7, 9, 10, 11, 6, 14, 15, 16, 17, 18, 19, 23, and 24.  
**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez

**ABSENT:** Sarah Eckhardt

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

*Clerk's Note: The County Judge noted that it was necessary to take action on Item 11 before taking action on Item 6.*

**Added Items**

A1. Receive briefing on the results of the cost benefit analysis for the Office of Parental Representation and the Office of Child Representation.

Members of the Court heard from:

Roger Jefferies, County Executive, JPS

Tonya Mills, Senior Planner, CJP

The Honorable Darlene Byrne, Judge, 126<sup>th</sup> District

Lori Kennedy, Managing Attorney, Office of Parental Representation (OPR)

The Honorable W. Jeanne Meurer, Judge, 98<sup>th</sup> District

Leslie Hill, Managing Attorney, Office of Child Representation (OCR)

**RESULT: DISCUSSED**

**Minutes approved by the Commissioners Court**

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

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